



**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**  
**June 20, 2017**  
**9:30 AM**

**1. ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. MOTION TO APPROVE AGENDA**

**4. AWARDS AND PRESENTATIONS**

**5. PUBLIC COMMENT**

**A. Citizen Communication**

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

**B. Elected Officials' Communication**

**6. CONSENT CALENDAR**

- A.** List of Expenditures Under the Dates May 22-25, 2017
- B.** List of Expenditures Under the Dates of May 25-June 2, 2017
- C.** List of Expenditures Under the Dates of June 5-9, 2017
- D.** Minutes of the Commissioners' Proceedings from May 30, 2017
- E.** Adams County Treasurer's Summary May 1-31, 2017

- F.** Resolution Approving Right-of-Way Agreement between Adams County and Sun Enterprises, Inc., for Property Necessary for the York Street Improvements Project - York Street from East 78th Avenue to Highway 224
- G.** Resolution Approving the Second Amendment to Agreement between Adams County and CareHere Management, PLLC, to Install and Maintain the Propel Wellness Software System
- H.** Resolution Approving Abatement Petitions and Authorizing the Refund of Taxes for Account Numbers R0122216, R0103571, R0180897, R0186840, R0174922, R0187318, R0187317, R0187316, R0187315, and R0187314
- I.** Resolution Accepting a Warranty Deed from J & J Scott Family Partnership LLLP to Adams County Conveying Property for Right-of-Way Purposes
- J.** Resolution Approving Right-of-Way Agreement between Adams County and GGRG, LLC, for Property Necessary for the York Street Improvements Project – York Street from East 78th Avenue to Highway 224
- K.** Resolution Accepting a Warranty Deed from Michael Fabrizio to Adams County Conveying Property for Right-of-Way Purposes
- L.** Resolution Accepting a Warranty Deed from James Stewart to Adams County Conveying Property for Right-of-Way Purposes
- M.** Resolution Approving Intergovernment Contract #17FEEA96954 between Adams County and the State of Colorado, Department of Public Health and Environment, to Provide Funding for the Willow Bay Acquisition
- N.** Resolution Appointing Michael E. Eggleston as an Alternate Member to the Board of Fire Code Appeals
- O.** Resolution Approving Grant Agreement among the Colorado Department of Higher Education, Adams County, and the Adams County Education Consortium for the Purpose of Providing Adams County High School Graduates with Multi-Year Scholarship Opportunities for Students Entering Post-Secondary Education in 2016-2020
- P.** Resolution Approving Grant Agreement among the Colorado Department of Higher Education, Adams County, and the Adams County Education Consortium for the Purpose of Providing Adams County High School Graduates with Multi-Year Scholarship Opportunities for Students Entering Post-Secondary Education in 2017-2021
- Q.** Resolution Approving the Agreement between Adams County, the Urban Drainage and Flood Control District and the City of Thornton Regarding Funding of Outfall Systems Planning for Basin 4100 and DFA 0056
- R.** Resolution Approving an Agreement for Purchase of Real Property for the Willow Bay Property between the Trust for Public Land and Adams County
- S.** Resolution Accepting a Permanent Drainage Easement from Holly Investment Company to Adams County for Drainage Purposes
- T.** Resolution Accepting a Permanent Drainage Easement from 5333 Mattress King, LLC, to Adams County for Drainage Purposes
- U.** Resolution Accepting an Access Easement from Brighton School District 27J to Adams County for Access Purposes

- V. Resolution Accepting an Access Easement from Holly Investment Company to Adams County for Access Purposes
- W. Resolution Accepting a Permanent Drainage Easement from Holly Investment Company to Adams County for Drainage Purposes
- X. Resolution Approving a Non-Binding Letter of Intent between Adams County, IVE Colorado LLC, Jacobs Colorado LLC, and King Paul 1 LLC for the Sale of Land
- Y. Resolution Approving Ambulance Service License for the City of Westminster Fire Department

**7. NEW BUSINESS**

**A. COUNTY MANAGER**

- 1. Resolution Authorizing Second Supplemental Appropriation to the 2017 Adams County Budget
- 2. Resolution Approving Amendment One to an Agreement between Adams County and Ground Engineering Consultants, Inc., for Materials Testing and Inspection Services for the 2017 Capital Improvement Projects for Public Works
- 3. Resolution Accepting a Bid and Awarding an Agreement to Hoffman Southwest Corp. dba Professional Pipe Services, for Video Inspection and Maintenance of Stormwater Infrastructure
- 4. Resolution Accepting a Bid from and Awarding a Contract to Noraa Concrete Construction Corporation for the 2017 Miscellaneous Concrete Program for Public Works
- 5. Resolution Approving Agreement between Adams County and EP&A Envirotac, Inc., to Provide Acrylic Based Soil Stabilizing Polymer for Public Works
- 6. Resolution Approving a Lease Agreement with Runbeck Election Services, Inc., for Ballot On Demand Printing Software and Equipment
- 7. Resolution Approving an Agreement between Adams County and Iron Code Technologies Incorporated to Upgrade the Colorado District Attorneys' Council's Statewide Victim Notification and Restitution Services Electronic Case Management System
- 8. Resolution Awarding an Agreement to Black Roofing Incorporated for Recoating and Repair of the Gutters and Downspouts at the Adams County Detention Center

**B. COUNTY ATTORNEY**

- 1. Second Reading and Adoption of Ordinance No. 9: Adams County Traffic Code

**9. LAND USE HEARINGS**

**A. Cases to be Heard**

- 1. PRC2016-00014 Bartley Subdivision-Amendment No. 3
- 2. RCU2017-00013 Spear Security

**10. ADJOURNMENT**

**AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE**

**County of Adams**  
**Net Warrant by Fund Summary**

<b>Fund Number</b>	<b>Fund Description</b>	<b>Amount</b>
1	General Fund	225,114.08
4	Capital Facilities Fund	221,673.88
5	Golf Course Enterprise Fund	2,267.41
6	Equipment Service Fund	12,169.17
13	Road & Bridge Fund	6,173.98
19	Insurance Fund	23,971.78
27	Open Space Projects Fund	1,003.56
28	Open Space Sales Tax Fund	300,000.00
31	Head Start Fund	8,859.73
34	Comm Services Blk Grant Fund	2,087.19
43	Front Range Airport	814.63
94	Sheriff Payables	21,626.00
		<u>825,761.41</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>
00709121	429633	ANDERSON CASSIE	05/22/17	509.10
00709122	603076	ARELLANO ANNA	05/22/17	75.00
00709125	443440	BACON RACHEL	05/22/17	188.86
00709126	13160	BRIGHTON CITY OF (WATER)	05/22/17	4,780.75
00709127	13160	BRIGHTON CITY OF (WATER)	05/22/17	1,237.01
00709132	209334	COLO NATURAL GAS INC	05/22/17	381.23
00709133	603075	DISC GOLF COLORADO	05/22/17	100.00
00709134	128693	DREXEL BARRELL & CO	05/22/17	1,891.00
00709135	34201	EDELSTEIN DOUG	05/22/17	101.75
00709136	603709	ESTRADA MONICA	05/22/17	225.00
00709137	592038	ETTIG TOBIN	05/22/17	66.00
00709139	603082	FOUNDATION LEARNING	05/22/17	225.00
00709141	26333	GRAF TREVOR G	05/22/17	95.23
00709142	603070	GUDENKAUF JOEL	05/22/17	75.00
00709143	8721	HILL & ROBBINS	05/22/17	983.85
00709144	13565	INTERMOUNTAIN REA	05/22/17	1,985.81
00709145	142892	JALISCO INTL INC	05/22/17	150.00
00709146	603074	KMB CONSTRUCTION	05/22/17	75.00
00709147	603080	LAGUNA JOSE	05/22/17	75.00
00709148	599857	LUMPKIN HOLLY	05/22/17	75.00
00709149	40326	METRO CITY & COUNTY MANAGEMENT	05/22/17	60.00
00709150	51392	METRO NORTH LTD	05/22/17	963.07
00709151	98717	MONTOYA AURELIA DANELLE	05/22/17	24.61
00709152	266313	MURILLO PERLA	05/22/17	75.00
00709153	603073	NARANJO JASMINE	05/22/17	75.00
00709154	514076	NICHOLS KAYLEIGH	05/22/17	270.71
00709155	13774	NORTH PECOS WATER & SANITATION	05/22/17	155.16
00709156	33716	OLD VINE PINNACLE ASSOCIATES	05/22/17	800.00
00709157	491106	OXARART MARISSA	05/22/17	101.75
00709158	603078	PANTOJA EDUARDO	05/22/17	75.00
00709159	603072	PORTILLO SARY	05/22/17	75.00
00709160	603077	RODRIGUEZ LUIS	05/22/17	75.00
00709161	371180	ROSTENBACH SU-LIN	05/22/17	59.92
00709162	363894	SALAZAR SELENA	05/22/17	11.24
00709163	369706	SANDOVAL DANIELLE	05/22/17	127.87
00709164	604002	SOPER CHRISTOPHER	05/22/17	181.50

## Net Warrants by Fund Detail

1      General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709165	13932	SOUTH ADAMS WATER & SANITATION	05/22/17	1,052.29
00709166	13932	SOUTH ADAMS WATER & SANITATION	05/22/17	557.76
00709167	52553	SWEEPSTAKES UNLIMITED	05/22/17	30.00
00709168	56382	SWEETMAN JOLENE	05/22/17	75.00
00709169	222886	THOMERSON JULIE T	05/22/17	101.75
00709170	603079	TORRES DIANA	05/22/17	75.00
00709172	226229	TREECE ALFREY MUSAT & BOSWORTH	05/22/17	5,225.00
00709173	603708	TRUE WEST PRODUCTIONS	05/22/17	330.00
00709174	602843	TRUJILLO CHRISTINE	05/22/17	525.00
00709175	937646	TYLER MICHEL MICHELLE C	05/22/17	101.75
00709176	1007	UNITED POWER (UNION REA)	05/22/17	2,045.59
00709177	1007	UNITED POWER (UNION REA)	05/22/17	252.34
00709178	1007	UNITED POWER (UNION REA)	05/22/17	2,212.00
00709179	1007	UNITED POWER (UNION REA)	05/22/17	16,799.00
00709180	1007	UNITED POWER (UNION REA)	05/22/17	3,982.97
00709181	48935	VIS KELLY C	05/22/17	101.75
00709182	599859	VUE JIM	05/22/17	400.00
00709183	603071	WAGGERBY ASHLEY	05/22/17	150.00
00709184	51244	WARD LABORATORIES INC	05/22/17	38.00
00709185	603081	WARE KATHY	05/22/17	400.00
00709186	547890	WEIR SUCORA	05/22/17	147.66
00709187	34277	WIGGINS REBECCA	05/22/17	137.75
00709188	13822	XCEL ENERGY	05/22/17	117.27
00709189	13822	XCEL ENERGY	05/22/17	1,203.10
00709190	13822	XCEL ENERGY	05/22/17	1,709.37
00709191	13822	XCEL ENERGY	05/22/17	1,749.92
00709192	437761	YOUNGER HEATHER	05/22/17	87.25
00709193	606867	GARCIA SARAH	05/23/17	115.00
00709195	612579	NORTH AMERICAN TITLE COMPANY O	05/23/17	500.00
00709196	308437	RANDSTAD US LP	05/23/17	561.97
00709197	20730	UNITED STATES POSTAL SERVICE	05/23/17	1,240.00
00709198	48935	VIS KELLY C	05/23/17	52.75
00709199	13040	ADCO DISTRICT ATTORNEY	05/24/17	493.32
00709200	433987	ADCO DISTRICT ATTORNEY'S OFFIC	05/24/17	272.41
00709201	228213	ARAMARK REFRESHMENT SERVICES	05/24/17	162.97
00709203	40398	CINTAS CORPORATION #66	05/24/17	120.63

## 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>
00709204	315529	DENVER COUNTY SHERIFF	05/24/17	9.50
00709205	44656	DENVER HEALTH & HOSPITAL AUTHO	05/24/17	292.50
00709207	601583	FISHER SANDRA K	05/24/17	593.60
00709209	294059	GROUND SERVICE COMPANY	05/24/17	1,071.00
00709211	79260	IDEXX DISTRIBUTION INC	05/24/17	89.40
00709213	581490	MAYER LISA	05/24/17	196.77
00709214	13591	MWI VETERINARY SUPPLY CO	05/24/17	595.17
00709215	193800	NATL SLED PULLERS ASSN LLC	05/24/17	1,500.00
00709216	430881	NEON RAIN INTERACTIVE LLC	05/24/17	13,416.00
00709217	460797	NOVA CATERING	05/24/17	146.45
00709218	276363	OKADA DAVID	05/24/17	2,000.00
00709220	2959	PEACE OFFICER STANDARDS	05/24/17	8,100.00
00709221	216245	PUSH PEDAL PULL INC	05/24/17	155.00
00709222	422902	ROADRUNNER PHARMACY INCORPORAT	05/24/17	226.28
00709223	335639	SMOLINSKI ANDREW	05/24/17	29.60
00709226	469741	TRI TECH SOFTWARE SYSTEMS	05/24/17	1,923.71
00709227	57594	UNIVERSITY PHYSICIANS INC	05/24/17	525.00
00709229	7162	WAGNER GEORGIA C	05/24/17	15.00
00709233	630412	ADVANCED LAUNDRY SYSTEMS	05/24/17	712.50
00709234	334777	ALLEN DEBRA JEAN	05/24/17	122.75
00709235	383698	ALLIED UNIVERSAL SECURITY SERV	05/24/17	16,546.06
00709238	293417	AVANT DATA COMM SOLUTIONS INC	05/24/17	950.90
00709239	603131	BRIGHTON YOUTH ASSN OF FOOTBAL	05/24/17	500.00
00709241	293119	BUZEK, VINCE	05/24/17	65.00
00709243	2157	COLO OCCUPATIONAL MEDICINE PHY	05/24/17	1,515.00
00709244	35178	CORONA SOLUTIONS	05/24/17	17,300.00
00709245	581163	DEMAREST ARCHIE	05/24/17	65.00
00709246	12689	GALLS LLC	05/24/17	733.95
00709247	293118	GARNER, ROSIE	05/24/17	65.00
00709251	307402	GREENLAND JOELLE	05/24/17	9.83
00709252	5350	HANKS HAPPY ACRES	05/24/17	295.00
00709253	293122	HERRERA, AARON	05/24/17	65.00
00709254	77611	KD SERVICE GROUP	05/24/17	3,518.52
00709256	547834	LOPEZ MARCUS	05/24/17	339.00
00709257	3398	LYNN PEAVEY COMPANY	05/24/17	1,194.00
00709259	603778	NORCHEM DRUG TESTING LABORATOR	05/24/17	32.00

## Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709260	12691	PEARL COUNSELING ASSOCIATES	05/24/17	9,342.23
00709261	435271	PORTER LEE CORPORATION	05/24/17	24,475.00
00709263	44148	PRO FORCE LAW ENFORCEMENT	05/24/17	40,306.62
00709264	163837	PTS OF AMERICA LLC	05/24/17	733.00
00709265	53054	RICHARDSON SHARON	05/24/17	65.00
00709270	573415	WALLACE MENDEZ ZACKARY	05/24/17	65.00
00709271	3550	WESTERN PAPER DISTRIBUTORS	05/24/17	2,326.75
00709272	546500	23.4 DEGREES	05/24/17	13,333.00
			<b>Fund Total</b>	<b>225,114.08</b>

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>
00709138	33577	FCI CONSTRUCTORS INC	05/22/17	213,073.88
00709171	527100	TREANOR ARCHITECTS PA	05/22/17	8,600.00
<b>Fund Total</b>				<b>221,673.88</b>

## 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>
00709232	1087	ACUITY SPECIALTY PRODUCTS INC	05/24/17	103.99
00709236	12012	ALSCO AMERICAN INDUSTRIAL	05/24/17	82.74
00709240	9822	BUCKEYE WELDING SUPPLY CO INC	05/24/17	26.00
00709242	25288	CEM LAKE MGMT	05/24/17	473.00
00709248	378252	GCR TIRES AND SERVICE	05/24/17	146.97
00709249	160270	GOLF & SPORT SOLUTIONS	05/24/17	457.34
00709250	804964	GRAINGER	05/24/17	42.64
00709255	11496	L L JOHNSON DIST	05/24/17	27.72
00709258	46175	MASEK GOLF CAR COMPANY	05/24/17	286.83
00709262	152295	POTESTIO BROTHER EQUIPMENT	05/24/17	107.96
00709267	47140	TORO NSN	05/24/17	229.00
00709268	286213	US AUTOFORCE	05/24/17	283.22
<b>Fund Total</b>				<b>2,267.41</b>

## Net Warrants by Fund Detail

6Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709116	11657	A & E TIRE INC	05/22/17	5,724.96
00709117	295403	ABRA AUTO BODY & GLASS	05/22/17	416.92
00709128	356584	BRUCKNER TRUCK SALES INC	05/22/17	2,976.36
00709231	11657	A & E TIRE INC	05/24/17	1,619.17
00709266	16237	SAM HILL OIL INC	05/24/17	1,431.76
			<b>Fund Total</b>	<b>12,169.17</b>

Net Warrants by Fund Detail

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Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709119	100083	ALDERMAN BERNSTEIN	05/22/17	130.88
00709140	212385	GMCO CORPORATION	05/22/17	6,043.10
<b>Fund Total</b>				<b>6,173.98</b>

## Net Warrants by Fund Detail

19Insurance Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709123	27429	ARTHUR J GALLAGHER	05/22/17	19,924.00
00709194	606854	SACK RICK	05/23/17	1,032.93
00709210	100521	HANSEN & COMPANY	05/24/17	3,014.85
<b>Fund Total</b>				<b>23,971.78</b>

Net Warrants by Fund Detail

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Open Space Projects Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709118	13074	ALBERT FREI & SONS INC	05/22/17	1,003.56
			<b>Fund Total</b>	<b>1,003.56</b>

Net Warrants by Fund Detail

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Open Space Sales Tax Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709124	1080	AURORA CITY OF	05/22/17	300,000.00
			<b>Fund Total</b>	<b>300,000.00</b>

## 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>
00709202	37266	CENTURY LINK	05/24/17	167.68
00709206	319944	FARSTER NARLESKY PENNY	05/24/17	110.10
00709208	28726	G & K SERVICES	05/24/17	122.98
00709212	342449	LILLIE SHANNON	05/24/17	43.87
00709219	1463	ORKIN PEST CONTROL	05/24/17	83.80
00709228	28573	VERIZON WIRELESS	05/24/17	345.75
00709230	31360	WESTMINSTER PRESBYTERIAN CHURC	05/24/17	2,095.40
00709237	90536	ANDREWS PRODUCE INC	05/24/17	5,890.15
			<b>Fund Total</b>	<b>8,859.73</b>

Net Warrants by Fund Detail

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Comm Services Blk Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709120	5991	ALMOST HOME INC	05/22/17	2,087.19
<b>Fund Total</b>				<b>2,087.19</b>

Net Warrants by Fund Detail

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Front Range Airport

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709224	33604	STATE OF COLORADO	05/24/17	324.00
00709225	33604	STATE OF COLORADO	05/24/17	18.00
00709269	80279	VERIZON WIRELESS	05/24/17	472.63
<b>Fund Total</b>				<b>814.63</b>

Net Warrants by Fund Detail

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Sheriff Payables

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709129	95935	CLERK OF THE COUNTY COURT	05/22/17	11,517.00
00709130	92474	COLO DEPT OF HUMAN SERVICES	05/22/17	9,330.00
00709131	44915	COLO JUDICIAL DEPT	05/22/17	779.00
<b>Fund Total</b>				<b>21,626.00</b>

**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	897654	278307	05/22/17	<u>2,087.19</u>
					Account Total	<u>2,087.19</u>
					Department Total	<u><u>2,087.19</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>
	Telephone					
	VERIZON WIRELESS	00043	897744	278434	05/23/17	<u>432.48</u>
					Account Total	<u>432.48</u>
					Department Total	<u><u>432.48</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>
	Licenses and Fees					
	STATE OF COLORADO	00043	897742	278431	05/23/17	.33
	STATE OF COLORADO	00043	897743	278431	05/23/17	.01
					Account Total	.34
	Telephone					
	VERIZON WIRELESS	00043	897744	278434	05/23/17	40.15
					Account Total	40.15
					Department Total	40.49

**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					
	GARCIA SARAH	00001	897700	278407	05/23/17	115.00
					Account Total	115.00
	Temporary Labor					
	RANDSTAD US LP	00001	897757	278437	05/23/17	561.97
					Account Total	561.97
					Department Total	<u>676.97</u>

**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	897626	278301	05/22/17	224,288.29
	TREANOR ARCHITECTS PA	00004	897625	278301	05/22/17	8,600.00
					Account Total	232,888.29
	Retainages Payable					
	FCI CONSTRUCTORS INC	00004	897626	278301	05/22/17	11,214.41-
					Account Total	11,214.41-
					Department Total	221,673.88

**County of Adams**  
**Vendor Payment Report**

<u>1013</u>	<u>County Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Consultant Services					
	TREECE ALFREY MUSAT & BOSWORTH	00001	897317	278059	05/17/17	5,225.00
					Account Total	5,225.00
	Mileage Reimbursements					
	VIS KELLY C	00001	897753	278437	05/23/17	52.75
					Account Total	52.75
	Other Professional Serv					
	SWEEPSTAKES UNLIMITED	00001	897316	278059	05/17/17	30.00
					Account Total	30.00
	Travel & Transportation					
	EDELSTEIN DOUG	00001	897386	278117	05/18/17	101.75
	SOPER CHRISTOPHER	00001	897381	278117	05/18/17	90.50
	SOPER CHRISTOPHER	00001	897388	278117	05/18/17	91.00
	TYLER MICHEL MICHELLE C	00001	897383	278117	05/18/17	101.75
	VIS KELLY C	00001	897384	278117	05/18/17	101.75
					Account Total	486.75
					Department Total	5,794.50

**County of Adams**  
**Vendor Payment Report**

<u>1012</u>	<u>County Manager</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	METRO CITY & COUNTY MANAGEMENT	00001	897596	278229	05/19/17	15.00
	METRO CITY & COUNTY MANAGEMENT	00001	897597	278229	05/19/17	15.00
					Account Total	30.00
	Membership Dues					
	METRO CITY & COUNTY MANAGEMENT	00001	897595	278227	05/19/17	30.00
					Account Total	30.00
					Department Total	60.00

**County of Adams**  
**Vendor Payment Report**

<u>1052</u>	<u>Criminal Justice Coord Council</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	ALLEN DEBRA JEAN	00001	897870	278535	05/24/17	<u>122.75</u>
					Account Total	<u>122.75</u>
					Department Total	<u><u>122.75</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1044</u>	<u>CA- SS Dependency/Neglect</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	OXARART MARISSA	00001	897385	278117	05/18/17	101.75
	THOMERSON JULIE T	00001	897382	278117	05/18/17	101.75
	WIGGINS REBECCA	00001	897387	278117	05/18/17	101.75
	WIGGINS REBECCA	00001	897389	278117	05/18/17	36.00
					Account Total	<u>341.25</u>
					Department Total	<u><u>341.25</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1094</u>	<u>CED Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	GREENLAND JOELLE	00001	897869	278535	05/24/17	9.83
					Account Total	9.83
					Department Total	9.83

**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					
	MONTOYA AURELIA DANELLE	00001	897544	278148	05/18/17	24.61
	NICHOLS KAYLEIGH	00001	897546	278148	05/18/17	270.71
	ROSTENBACH SU-LIN	00001	897549	278148	05/18/17	59.92
	SALAZAR SELENA	00001	897554	278148	05/18/17	11.24
	SANDOVAL DANIELLE	00001	897552	278148	05/18/17	127.87
	WEIR SUCORA	00001	897556	278148	05/18/17	147.66
					Account Total	642.01
					Department Total	642.01

**County of Adams**  
**Vendor Payment Report**

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Court Reporting Transcripts					
	WAGNER GEORGIA C	00001	897756	278435	05/23/17	15.00
					Account Total	15.00
	Education & Training					
	ADCO DISTRICT ATTORNEY	00001	897747	278435	05/23/17	50.00
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	897746	278435	05/23/17	31.96
					Account Total	81.96
	Mileage Reimbursements					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	897746	278435	05/23/17	23.00
	MAYER LISA	00001	897752	278435	05/23/17	33.92
	MAYER LISA	00001	897752	278435	05/23/17	162.85
					Account Total	219.77
	Other Professional Serv					
	ADCO DISTRICT ATTORNEY	00001	897747	278435	05/23/17	95.50
	DENVER COUNTY SHERIFF	00001	897748	278435	05/23/17	9.50
	DENVER HEALTH & HOSPITAL AUTHO	00001	897750	278435	05/23/17	292.50
	FISHER SANDRA K	00001	897751	278435	05/23/17	593.60
	UNIVERSITY PHYSICIANS INC	00001	897754	278435	05/23/17	525.00
					Account Total	1,516.10
	Travel & Transportation					
	ADCO DISTRICT ATTORNEY	00001	897747	278435	05/23/17	180.50
					Account Total	180.50
	Witness Fees					
	ADCO DISTRICT ATTORNEY	00001	897747	278435	05/23/17	71.42
	ADCO DISTRICT ATTORNEY	00001	897747	278435	05/23/17	95.90
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	897745	278435	05/23/17	132.96
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	897745	278435	05/23/17	84.49
					Account Total	384.77
					Department Total	2,398.10

**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	897635	278301	05/22/17	3,617.52
	A & E TIRE INC	00006	897636	278301	05/22/17	2,107.44
	A & E TIRE INC	00006	897703	278414	05/23/17	550.08
	A & E TIRE INC	00006	897704	278414	05/23/17	990.60
	A & E TIRE INC	00006	897705	278414	05/23/17	78.49
	ABRA AUTO BODY & GLASS	00006	897630	278301	05/22/17	25.00
	ABRA AUTO BODY & GLASS	00006	897631	278301	05/22/17	25.00
	ABRA AUTO BODY & GLASS	00006	897632	278301	05/22/17	160.00
	ABRA AUTO BODY & GLASS	00006	897633	278301	05/22/17	25.00
	ABRA AUTO BODY & GLASS	00006	897634	278301	05/22/17	181.92
	BRUCKNER TRUCK SALES INC	00006	897637	278301	05/22/17	2,976.36
	SAM HILL OIL INC	00006	897702	278414	05/23/17	1,431.76
					Account Total	12,169.17
					Department Total	12,169.17

**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>
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00043	897742	278431	05/23/17	323.67
	STATE OF COLORADO	00043	897743	278431	05/23/17	17.99
					Account Total	341.66
					Department Total	341.66

**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>
	Gas & Electricity					
	Energy Cap Bill ID=7357	00001	897587	278202	05/10/17	441.58
					Account Total	441.58
	Other Professional Serv					
	NORTH AMERICAN TITLE COMPANY O	00001	897755	278437	05/23/17	500.00
					Account Total	500.00
					Department Total	941.58

**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					
	Energy Cap Bill ID=7351	00001	897582	278202	05/05/17	1,544.23
	Energy Cap Bill ID=7352	00001	897583	278202	05/03/17	252.34
	Energy Cap Bill ID=7355	00001	897584	278202	05/09/17	381.23
					Account Total	<u>2,177.80</u>
					Department Total	<u><u>2,177.80</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=7350	00001	897576	278202	05/05/17	<u>1,203.10</u>
					Account Total	<u>1,203.10</u>
					Department Total	<u><u>1,203.10</u></u>

**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>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7344	00001	897590	278202	05/05/17	<u>1,237.01</u>
					Account Total	<u>1,237.01</u>
					Department Total	<u><u>1,237.01</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1077</u>	<u>FO - Government Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7353	00001	897585	278202	05/10/17	2,212.00
	Energy Cap Bill ID=7354	00001	897586	278202	05/10/17	16,799.00
					Account Total	<u>19,011.00</u>
					Department Total	<u><u>19,011.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1070</u>	<u>FO - Honnen/Plan&amp;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=7349	00001	897580	278202	05/02/17	<u>1,709.37</u>
					Account Total	<u>1,709.37</u>
					Department Total	<u><u>1,709.37</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>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7347	00001	897577	278202	05/04/17	<u>1,052.29</u>
					Account Total	<u>1,052.29</u>
					Department Total	<u><u>1,052.29</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7343	00001	897581	278202	05/05/17	<u>4,780.75</u>
					Account Total	<u>4,780.75</u>
					Department Total	<u><u>4,780.75</u></u>

**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=7346	00001	897578	278202	05/03/17	2,045.59
					Account Total	<u>2,045.59</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7348	00001	897579	278202	05/04/17	557.76
					Account Total	<u>557.76</u>
					Department Total	<u><u>2,603.35</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=7345	00001	897589	278202	05/03/17	<u>3,982.97</u>
					Account Total	<u>3,982.97</u>
					Department Total	<u><u>3,982.97</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ADVANCED LAUNDRY SYSTEMS	00001	897600	278246	05/19/17	261.25
	ADVANCED LAUNDRY SYSTEMS	00001	897601	278246	05/19/17	190.00
	ADVANCED LAUNDRY SYSTEMS	00001	897602	278246	05/19/17	261.25
	ALLIED UNIVERSAL SECURITY SERV	00001	897288	278047	05/17/17	16,546.06
	AVANT DATACOMM SOLUTIONS INC	00001	897295	278047	05/17/17	507.47
	CINTAS CORPORATION #66	00001	897766	278439	05/23/17	120.63
	CORONA SOLUTIONS	00001	897289	278047	05/17/17	17,300.00
	DREXEL BARRELL & CO	00001	897640	278301	05/22/17	1,675.00
	DREXEL BARRELL & CO	00001	897641	278301	05/22/17	216.00
	GALLS LLC	00001	897296	278047	05/17/17	362.48
	GALLS LLC	00001	897296	278047	05/17/17	371.47
	GROUNDS SERVICE COMPANY	00001	897763	278439	05/23/17	1,071.00
	HILL & ROBBINS	00001	897628	278301	05/22/17	983.85
	IDEXX DISTRIBUTION INC	00001	897767	278439	05/23/17	89.40
	KD SERVICE GROUP	00001	897605	278246	05/19/17	595.99
	KD SERVICE GROUP	00001	897607	278246	05/19/17	2,420.03
	KD SERVICE GROUP	00001	897609	278246	05/19/17	360.00
	KD SERVICE GROUP	00001	897610	278246	05/19/17	142.50
	LOPEZ MARCUS	00001	897613	278246	05/19/17	339.00
	LYNN PEAVEY COMPANY	00001	897290	278047	05/17/17	1,194.00
	METRO NORTH LTD	00001	897656	278301	05/22/17	963.07
	MWI VETERINARY SUPPLY CO	00001	897765	278439	05/23/17	110.35
	MWI VETERINARY SUPPLY CO	00001	897765	278439	05/23/17	311.15
	MWI VETERINARY SUPPLY CO	00001	897768	278439	05/23/17	22.47
	MWI VETERINARY SUPPLY CO	00001	897769	278439	05/23/17	14.00
	MWI VETERINARY SUPPLY CO	00001	897770	278439	05/23/17	132.15
	MWI VETERINARY SUPPLY CO	00001	897771	278439	05/23/17	5.05
	NATL SLED PULLERS ASSN LLC	00001	897758	278439	05/23/17	1,500.00
	NEON RAIN INTERACTIVE LLC	00001	897760	278439	05/23/17	13,416.00
	NORCHEM DRUG TESTING LABORATOR	00001	897614	278246	05/19/17	32.00
	OLD VINE PINNACLE ASSOCIATES	00001	897655	278301	05/22/17	800.00
	PEARL COUNSELING ASSOCIATES	00001	897616	278246	05/19/17	2,842.23
	PEARL COUNSELING ASSOCIATES	00001	897624	278246	05/19/17	5,500.00
	PEARL COUNSELING ASSOCIATES	00001	897624	278246	05/19/17	1,000.00
	PORTER LEE CORPORATION	00001	897291	278047	05/17/17	5,000.00

**County of Adams**  
**Vendor Payment Report**

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	PORTER LEE CORPORATION	00001	897291	278047	05/17/17	4,475.00
	PORTER LEE CORPORATION	00001	897291	278047	05/17/17	15,000.00
	PRO FORCE LAW ENFORCEMENT	00001	897292	278047	05/17/17	28,921.50
	PRO FORCE LAW ENFORCEMENT	00001	897292	278047	05/17/17	4,676.40
	PRO FORCE LAW ENFORCEMENT	00001	897292	278047	05/17/17	1,711.20
	PRO FORCE LAW ENFORCEMENT	00001	897292	278047	05/17/17	4,997.52
	PTS OF AMERICA LLC	00001	897615	278246	05/19/17	733.00
	ROADRUNNER PHARMACY INCORPORAT	00001	897761	278439	05/23/17	45.55
	ROADRUNNER PHARMACY INCORPORAT	00001	897762	278439	05/23/17	180.73
	WESTERN PAPER DISTRIBUTORS	00001	897293	278047	05/17/17	2,326.75
	23.4 DEGREES	00001	897701	278414	05/23/17	13,333.00
					Account Total	153,056.50
					Department Total	153,056.50

**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>
	Equipment Rental					
	BUCKEYE WELDING SUPPLY CO INC	00005	897464	278132	05/18/17	26.00
					Account Total	26.00
	Grounds Maintenance					
	GOLF & SPORT SOLUTIONS	00005	897469	278132	05/18/17	457.34
	GRAINGER	00005	897470	278132	05/18/17	42.64
	L L JOHNSON DIST	00005	897471	278132	05/18/17	504.49-
	L L JOHNSON DIST	00005	897472	278132	05/18/17	532.21
	TORO NSN	00005	897476	278132	05/18/17	229.00
					Account Total	756.70
	Minor Equipment					
	POTESTIO BROTHER EQUIPMENT	00005	897475	278132	05/18/17	107.96
					Account Total	107.96
	Other Repair & Maint					
	CEM LAKE MGMT	00005	897465	278132	05/18/17	473.00
					Account Total	473.00
	Repair & Maint Supplies					
	ACUITY SPECIALTY PRODUCTS INC	00005	897478	278132	05/18/17	103.99
	ALSCO AMERICAN INDUSTRIAL	00005	897462	278132	05/18/17	42.27
	ALSCO AMERICAN INDUSTRIAL	00005	897463	278132	05/18/17	40.47
					Account Total	186.73
	Vehicle Parts & Supplies					
	GCR TIRES AND SERVICE	00005	897466	278132	05/18/17	15.00
	GCR TIRES AND SERVICE	00005	897467	278132	05/18/17	96.00
	GCR TIRES AND SERVICE	00005	897468	278132	05/18/17	35.97
	US AUTOFORCE	00005	897477	278132	05/18/17	283.22
					Account Total	430.19
					Department Total	1,980.58

**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>
	Golf Carts					
	MASEK GOLF CAR COMPANY	00005	897473	278132	05/18/17	222.56
	MASEK GOLF CAR COMPANY	00005	897474	278132	05/18/17	64.27
					Account Total	<u>286.83</u>
					Department Total	<u><u>286.83</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>31</u>	<u>Head Start Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ANDREWS PRODUCE INC	00031	897706	278414	05/23/17	2,536.64
	ANDREWS PRODUCE INC	00031	897708	278414	05/23/17	3,115.53
	ANDREWS PRODUCE INC	00031	897708	278414	05/23/17	237.98
					Account Total	<u>5,890.15</u>
					Department Total	<u><u>5,890.15</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1015</u>	<u>Human Resources- Admin</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	EE of Season					
	NOVA CATERING	00001	897611	278247	05/19/17	146.45
					Account Total	146.45
	Tuition Reimbursement					
	OKADA DAVID	00001	897612	278247	05/19/17	2,000.00
					Account Total	2,000.00
					Department Total	2,146.45

**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	897649	278305	05/22/17	2,095.40
					Account Total	2,095.40
	Mileage Reimbursements					
	FARSTER NARLESKY PENNY	00031	897643	278305	05/22/17	54.73
	FARSTER NARLESKY PENNY	00031	897644	278305	05/22/17	55.37
	LILLIE SHANNON	00031	897646	278305	05/22/17	43.87
					Account Total	153.97
	Operating Supplies					
	G & K SERVICES	00031	897645	278305	05/22/17	122.98
					Account Total	122.98
	Other Communications					
	VERIZON WIRELESS	00031	897648	278305	05/22/17	244.90
	VERIZON WIRELESS	00031	897648	278305	05/22/17	100.85
					Account Total	345.75
	Other Professional Serv					
	ORKIN PEST CONTROL	00031	897647	278305	05/22/17	83.80
					Account Total	83.80
	Telephone					
	CENTURY LINK	00031	897642	278305	05/22/17	167.68
					Account Total	167.68
					Department Total	<u>2,969.58</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 ARTHUR J GALLAGHER	00019	897629	278301	05/22/17	19,924.00
					Account Total	19,924.00
					Department Total	19,924.00

**County of Adams**  
**Vendor Payment Report**

<u>8611</u>	<u>Insurance- Property/Casualty</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Auto Physical Damage					
	SACK RICK	00019	897699	278407	05/23/17	1,032.93
					Account Total	1,032.93
	General Liab - Other than Prop					
	HANSEN & COMPANY	00019	897603	278247	05/19/17	575.40
	HANSEN & COMPANY	00019	897604	278247	05/19/17	920.25
	HANSEN & COMPANY	00019	897606	278247	05/19/17	734.90
	HANSEN & COMPANY	00019	897608	278247	05/19/17	784.30
					Account Total	3,014.85
					Department Total	4,047.78

**County of Adams**  
**Vendor Payment Report**

<u>1081</u>	<u>Long Range Strategic Planning</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	BACON RACHEL	00001	897653	278307	05/22/17	188.86
					Account Total	188.86
					Department Total	188.86

**County of Adams**  
**Vendor Payment Report**

<u>1019</u>	<u>Mailroom &amp; Dock</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	UNITED STATES POSTAL SERVICE	00001	897709	278421	05/23/17	1,240.00
					Account Total	1,240.00
	Travel & Transportation					
	YOUNGER HEATHER	00001	897639	277980	05/22/17	87.25
					Account Total	87.25
					Department Total	1,327.25

**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>
	Concrete Trails					
	ALBERT FREI & SONS INC	00027	897139	277947	05/16/17	1,003.56
					Account Total	1,003.56
					Department Total	1,003.56

**County of Adams**  
**Vendor Payment Report**

<u>6202</u>	<u>Open Space Tax- Grants</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	AURORA CITY OF	00028	897370	278111	05/18/17	<u>300,000.00</u>
					Account Total	<u>300,000.00</u>
					Department Total	<u><u>300,000.00</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>
	Gas & Electricity					
	Energy Cap Bill ID=7356	00001	897588	278202	05/03/17	<u>1,749.92</u>
					Account Total	<u>1,749.92</u>
					Department Total	<u><u>1,749.92</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>5010</u>	<u>PKS- Fair &amp; Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Regional Park Rentals					
	ARELLANO ANNA	00001	897140	277947	05/16/17	75.00
	DISC GOLF COLORADO	00001	897141	277947	05/16/17	100.00
	ESTRADA MONICA	00001	897371	278111	05/18/17	225.00
	FOUNDATION LEARNING	00001	897142	277947	05/16/17	225.00
	GUDENKAUF JOEL	00001	897143	277947	05/16/17	75.00
	JALISCO INTL INC	00001	897144	277947	05/16/17	150.00
	KMB CONSTRUCTION	00001	897145	277947	05/16/17	75.00
	LAGUNA JOSE	00001	897146	277947	05/16/17	75.00
	LUMPKIN HOLLY	00001	897147	277947	05/16/17	75.00
	MURILLO PERLA	00001	897148	277947	05/16/17	75.00
	NARANJO JASMINE	00001	897149	277947	05/16/17	75.00
	PANTOJA EDUARDO	00001	897150	277947	05/16/17	75.00
	PORTILLO SARY	00001	897151	277947	05/16/17	75.00
	RODRIGUEZ LUIS	00001	897152	277947	05/16/17	75.00
	SWEETMAN JOLENE	00001	897153	277947	05/16/17	75.00
	TORRES DIANA	00001	897154	277947	05/16/17	75.00
	TRUE WEST PRODUCTIONS	00001	897374	278111	05/18/17	330.00
	TRUJILLO CHRISTINE	00001	897155	277947	05/16/17	525.00
	VUE JIM	00001	897156	277947	05/16/17	400.00
	WAGGERBY ASHLEY	00001	897157	277947	05/16/17	150.00
	WARE KATHY	00001	897158	277947	05/16/17	400.00
					Account Total	3,405.00
					Department Total	3,405.00

**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>
	Mileage Reimbursements					
	GRAF TREVOR G	00001	897372	278111	05/18/17	<u>95.23</u>
					Account Total	<u>95.23</u>
					Department Total	<u><u>95.23</u></u>

**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					
	XCEL ENERGY	00001	897375	278111	05/18/17	117.27
					Account Total	117.27
	Water/Sewer/Sanitation					
	NORTH PECOS WATER & SANITATION	00001	897373	278111	05/18/17	155.16
					Account Total	155.16
					Department Total	<u>272.43</u>

**County of Adams**  
**Vendor Payment Report**

<u>1089</u>	<u>PLN- Boards &amp; 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	897064	277853	05/15/17	65.00
	DEMAREST ARCHIE	00001	897069	277853	05/15/17	65.00
	GARNER, ROSIE	00001	897065	277853	05/15/17	65.00
	HERRERA, AARON	00001	897068	277853	05/15/17	65.00
	RICHARDSON SHARON	00001	897067	277853	05/15/17	65.00
	WALLACE MENDEZ ZACKARY	00001	897066	277853	05/15/17	65.00
					Account Total	390.00
					Department Total	390.00

**County of Adams**  
**Vendor Payment Report**

<u>13</u>	<u>Road &amp; Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ALDERMAN BERNSTEIN	00013	897627	278301	05/22/17	130.88
	GMCO CORPORATION	00013	897638	278301	05/22/17	583.84
	GMCO CORPORATION	00013	897638	278301	05/22/17	5,459.26
					Account Total	<u>6,173.98</u>
					Department Total	<u><u>6,173.98</u></u>

**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	897651	278307	05/22/17	9,330.00
					Account Total	9,330.00
	Family Friendly Fee					
	COLO JUDICIAL DEPT	00094	897652	278307	05/22/17	779.00
					Account Total	779.00
	State Surcharge					
	CLERK OF THE COUNTY COURT	00094	897650	278307	05/22/17	11,517.00
					Account Total	11,517.00
					Department Total	<u>21,626.00</u>

**County of Adams**  
**Vendor Payment Report**

<u>2008</u>	<u>SHF - Training Academy</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	PEACE OFFICER STANDARDS	00001	897619	278251	05/19/17	<u>8,100.00</u>
					Account Total	<u>8,100.00</u>
					Department Total	<u><u>8,100.00</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>
	Operating Supplies					
	ARAMARK REFRESHMENT SERVICES	00001	897623	278251	05/19/17	162.97
					Account Total	162.97
	Other Professional Serv					
	COLO OCCUPATIONAL MEDICINE PHY	00001	897331	278061	05/17/17	470.00
					Account Total	470.00
	Public Relations					
	BRIGHTON YOUTH ASSN OF FOOTBAL	00001	897330	278061	05/17/17	500.00
					Account Total	500.00
					Department Total	1,132.97

**County of Adams**  
**Vendor Payment Report**

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Sheriff's Fees					
	ETTIG TOBIN	00001	897657	278311	05/22/17	<u>66.00</u>
					Account Total	<u>66.00</u>
					Department Total	<u><u>66.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>2071</u>	<u>SHF- Detention Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	PUSH PEDAL PULL INC	00001	897620	278251	05/19/17	155.00
					Account Total	155.00
	Other Professional Serv					
	COLO OCCUPATIONAL MEDICINE PHY	00001	897331	278061	05/17/17	480.00
					Account Total	480.00
					Department Total	635.00

**County of Adams**  
**Vendor Payment Report**

<u>2010</u>	<u>SHF- MIS Unit</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Software					
	TRI TECH SOFTWARE SYSTEMS	00001	897622	278251	05/19/17	<u>1,923.71</u>
					Account Total	<u>1,923.71</u>
					Department Total	<u><u>1,923.71</u></u>

**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>
	Building Repair & Maint					
	AVANT DATACOMM SOLUTIONS INC	00001	897329	278061	05/17/17	443.43
					Account Total	443.43
	Other Professional Serv					
	COLO OCCUPATIONAL MEDICINE PHY	00001	897331	278061	05/17/17	565.00
					Account Total	565.00
	Travel & Transportation					
	SMOLINSKI ANDREW	00001	897621	278251	05/19/17	29.60
					Account Total	29.60
	Vehicle Repair & Maint					
	HANKS HAPPY ACRES	00001	897332	278061	05/17/17	295.00
					Account Total	295.00
					Department Total	<u>1,333.03</u>

**County of Adams**  
**Vendor Payment Report**

**Grand Total**      825,214.31

**County of Adams**  
**Net Warrants by Fund Detail**

**Grand Total**      825,761.41

**County of Adams**  
**Net Warrant by Fund Summary**

<b>Fund Number</b>	<b>Fund Description</b>	<b>Amount</b>
1	General Fund	765,096.64
4	Capital Facilities Fund	772,960.34
5	Golf Course Enterprise Fund	1,322.22
6	Equipment Service Fund	26,038.09
7	Stormwater Utility Fund	240.00
13	Road & Bridge Fund	196,233.82
19	Insurance Fund	447,359.78
25	Waste Management Fund	343.75
27	Open Space Projects Fund	62.06
30	Community Dev Block Grant Fund	77,030.37
35	Workforce & Business Center	1,270.11
43	Front Range Airport	8,246.76
44	Water and Wastewater Fund	3,390.00
94	Sheriff Payables	9,245.00
		<u>2,308,838.94</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>
00709273	59782	COMCOR INC	05/25/17	1,304.79
00709275	70915	MCDERMOTT HEATHER	05/25/17	1,050.00
00709277	3333	U S POSTMASTER	05/25/17	25,698.59
00709278	13040	ADCO DISTRICT ATTORNEY	05/25/17	447.61
00709279	433987	ADCO DISTRICT ATTORNEY'S OFFIC	05/25/17	164.82
00709280	322973	ARMORED KNIGHTS INC	05/25/17	1,368.06
00709281	216104	B&D FENCE CONTRACTORS	05/25/17	1,680.00
00709282	3020	BENNETT TOWN OF	05/25/17	83.29
00709283	13160	BRIGHTON CITY OF (WATER)	05/25/17	3,329.76
00709284	26905	BRIGHTON ELKS LODGE	05/25/17	500.00
00709285	338733	CALERO SOFTWARE LLC	05/25/17	2,941.62
00709286	491853	CENTER POINT ENERGY SERVICES R	05/25/17	1,319.65
00709287	491853	CENTER POINT ENERGY SERVICES R	05/25/17	2,629.88
00709288	491853	CENTER POINT ENERGY SERVICES R	05/25/17	1,623.76
00709289	491853	CENTER POINT ENERGY SERVICES R	05/25/17	9,905.89
00709290	63476	COLO CARPET CENTER INC	05/25/17	26,713.00
00709291	304520	DELL PREFERRED ACCOUNT	05/25/17	15,242.53
00709293	56025	DISCOUNT PLUMBING SERVICES INC	05/25/17	983.14
00709294	13409	EASTERN DISPOSE ALL	05/25/17	91.00
00709296	28726	G & K SERVICES	05/25/17	398.84
00709298	14991	HELTON & WILLIAMSEN PC	05/25/17	3,259.00
00709299	486419	HIGH COUNTRY BEVERAGE	05/25/17	564.00
00709300	248101	HP DIRECT	05/25/17	62,360.00
00709303	485045	KORBY LANDSCAPE LLC	05/25/17	3,405.46
00709304	453327	LATPRO INC	05/25/17	566.67
00709305	28667	LOCH FANCY	05/25/17	35.31
00709306	448340	MILINAZZO WENDI K	05/25/17	5.89
00709307	604602	MORTENSON CONSTRUCTION	05/25/17	400.00
00709308	443757	NRG DGPV FUND 1 LLC	05/25/17	72.79
00709309	443757	NRG DGPV FUND 1 LLC	05/25/17	370.68
00709310	470643	ONENECK IT SOLUTIONS LLC	05/25/17	4,496.41
00709311	486185	OPEN JUSTICE BROKER CONSORTIUM	05/25/17	79,995.00
00709312	36746	PEDRUCCI MARC R	05/25/17	151.30
00709313	605901	REIDY METAL SERVICES INC	05/25/17	1,240.00
00709314	371180	ROSTENBACH SU-LIN	05/25/17	46.55
00709315	363894	SALAZAR SELENA	05/25/17	11.24

## 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>
00709316	145355	SANITY SOLUTIONS INC	05/25/17	31,991.67
00709317	227044	SOUTHWESTERN PAINTING	05/25/17	26,341.00
00709318	281167	SPECTRA CONTRACT FLOORING SERV	05/25/17	4,060.00
00709339	3163	UNITED RESTAURANT SUPPLY INC	05/25/17	3,463.50
00709341	167176	WAGNER DONNE	05/25/17	110.75
00709342	544338	WESTAR REAL PROPERTY SERVICES	05/25/17	14,281.36
00709343	13822	XCEL ENERGY	05/25/17	197.92
00709344	13822	XCEL ENERGY	05/25/17	6,122.39
00709358	608549	ABA DRISS	05/31/17	200.00
00709359	30273	ADAMS COUNTY DETENTION FACILIT	05/31/17	4.64
00709360	433987	ADCO DISTRICT ATTORNEY'S OFFIC	05/31/17	209.96
00709361	609079	BELLOWS JASON MICHAEL	05/31/17	774.00
00709362	426465	CLARK AARON	05/31/17	158.36
00709363	794425	COAST TO COAST COMPUTER PRODUC	05/31/17	479.92
00709364	25094	COLO ASSN OF SCHOOL RESOURCE O	05/31/17	600.00
00709365	35641	COLO COALITION OF LAND TRUSTS	05/31/17	1,000.00
00709367	460842	COLO INFORMATION SHARING CONSO	05/31/17	275.38
00709368	13049	COMMUNITY REACH CENTER	05/31/17	40,993.00
00709369	47190	DIRECTV	05/31/17	284.64
00709370	438625	GOVERNOR'S OFFICE OF IT	05/31/17	820.70
00709371	472518	HESSLER JASON	05/31/17	28.00
00709372	422469	HUNT AMANDA	05/31/17	50.18
00709373	181546	INDOFF INCORPORATED	05/31/17	700.00
00709374	48322	JACHETTA TINA	05/31/17	256.00
00709375	282524	KELLY-YNIGUEZ COLLEEN	05/31/17	945.00
00709377	547834	LOPEZ MARCUS	05/31/17	354.00
00709378	46295	MAPLETON PUBLIC SCHOOLS	05/31/17	116.75
00709379	608690	MEDICAL CENTER OF THE ROCKIES	05/31/17	459.68
00709380	4551	NEVE'S UNIFORMS INC	05/31/17	683.39
00709381	20458	NORTHSIDE EMERGENCY PET CLINIC	05/31/17	160.00
00709382	260201	NORTHWEST PARKWAY LLC	05/31/17	6.60
00709383	2921	PITNEY BOWES	05/31/17	5,000.00
00709384	163837	PTS OF AMERICA LLC	05/31/17	1,457.00
00709385	44703	QUICKSILVER EXPRESS COURIER	05/31/17	281.70
00709386	13538	SHRED IT USA LLC	05/31/17	300.00
00709387	608664	STEPHENSON GLENN	05/31/17	1,100.00

## 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>
00709388	38974	TIARA PRINTING INC	05/31/17	175.49
00709389	138899	TIMM MICHELLE	05/31/17	28.00
00709390	37005	TOSHIBA BUSINESS SOLUTIONS	05/31/17	1,752.92
00709391	13762	TRAPHAGAN SHELLEY	05/31/17	13.50
00709392	264406	VANDRE ELECTRIC REFRIGERATON	05/31/17	113.00
00709393	28617	VERIZON WIRELESS	05/31/17	1,040.90
00709394	3550	WESTERN PAPER DISTRIBUTORS	05/31/17	1,052.20
00709395	1165	WESTMINSTER 7:10 ROTARY CLUB	05/31/17	2,500.00
00709399	491318	AMERICAN EAGLE DISTRIBUTING	05/31/17	226.00
00709400	490725	BREAK THRU BEVERAGE	05/31/17	669.46
00709403	564091	DENTONS US LLP	05/31/17	21,000.00
00709405	294059	GROUNDS SERVICE COMPANY	05/31/17	1,210.75
00709408	13591	MWI VETERINARY SUPPLY CO	05/31/17	1,174.53
00709409	73963	PERKINS COIE LLP	05/31/17	1,764.00
00709410	422902	ROADRUNNER PHARMACY INCORPORAT	05/31/17	141.21
00709415	281167	SPECTRA CONTRACT FLOORING SERV	05/31/17	525.00
00709424	299062	ALPINE CREDIT INC	05/31/17	19.00
00709425	12012	ALSCO AMERICAN INDUSTRIAL	05/31/17	104.61
00709427	37424	BC SERVICES INC	05/31/17	19.00
00709428	414438	BORENSTEIN AND ASSOCIATES	05/31/17	19.00
00709429	255194	CHAMBERS HOLDINGS LLC	05/31/17	14,301.93
00709430	252174	COLORADO COMMUNITY MEDIA	05/31/17	30.00
00709432	56199	CORNELLA DEBRA A	05/31/17	77.04
00709433	33560	CRAWFORD VICTORIA	05/31/17	55.75
00709434	599277	DLG LAW GROUP	05/31/17	66.00
00709435	520339	DOUGLASS CHRISTOPHER	05/31/17	29.05
00709436	13406	EASTERN COLO NEWS	05/31/17	44.00
00709437	608715	EPPERSON MARY	05/31/17	56.00
00709438	371967	EVANOFF MATTHEW	05/31/17	126.69
00709440	608716	FAMILY LAW CENTER OF THE ROCKI	05/31/17	19.00
00709442	498772	FIESTA TIME INC	05/31/17	625.00
00709443	32965	FRONT RANGE COMMUNITY COLLEGE	05/31/17	25,000.00
00709444	608717	FUTRELL ATRADEES	05/31/17	19.00
00709445	608720	HINTON CRYSTAL DAWN	05/31/17	19.00
00709446	358482	HOLST AND BOETTCHER	05/31/17	38.00
00709447	535598	JACHIMIAK PETERSON LLC	05/31/17	3,542.40

## 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>
00709448	62528	JEFFERSON COUNTY SHERIFF'S CIV	05/31/17	39.00
00709449	608735	JEWETT JESSICA LYNN	05/31/17	19.00
00709450	485045	KORBY LANDSCAPE LLC	05/31/17	7,336.00
00709451	244200	KRAUSE ZANE	05/31/17	38.52
00709452	506518	LEACHMAN MARK A	05/31/17	19.00
00709453	592057	LEGAL AID OF NORTHWEST TEXAS	05/31/17	32.00
00709454	36861	LEXIS NEXIS MATTHEW BENDER	05/31/17	2,034.99
00709455	608736	LOPEZ CHRISTINA MARIE	05/31/17	19.00
00709456	608737	M AND G RENTALS	05/31/17	66.00
00709457	608738	MARTINEZ DANNY EDWIN	05/31/17	19.00
00709458	608739	MARTINEZ JOSE GUADALUPE	05/31/17	19.00
00709459	608740	MILE HIGH MINISTRIES	05/31/17	19.00
00709460	418857	MILLER COHEN PETERSON YOUNG	05/31/17	19.00
00709461	608741	MIRANDA LUZ ELENA	05/31/17	19.00
00709462	565448	NEUBECK MICHAEL	05/31/17	200.09
00709463	4551	NEVE'S UNIFORMS INC	05/31/17	142.85
00709464	16428	NICOLETTI-FLATER ASSOCIATES	05/31/17	14,450.00
00709465	418315	OLSON PERNELL	05/31/17	149.38
00709466	540397	PECOS PLACE BUILDERS LLC	05/31/17	116,903.39
00709467	73963	PERKINS COIE LLP	05/31/17	165.00
00709468	163837	PTS OF AMERICA LLC	05/31/17	1,408.00
00709469	8348	PUEBLO COUNTY COMMISSIONERS	05/31/17	245.00
00709470	216245	PUSH PEDAL PULL INC	05/31/17	280.00
00709471	44703	QUICKSILVER EXPRESS COURIER	05/31/17	93.32
00709472	600910	ROBINSON AND HENRY	05/31/17	198.00
00709473	608742	ROVINSKI ALEX	05/31/17	19.00
00709474	13538	SHRED IT USA LLC	05/31/17	240.00
00709475	608743	SOTO GUADALUPE	05/31/17	156.00
00709476	13932	SOUTH ADAMS WATER & SANITATION	05/31/17	350.05
00709477	13932	SOUTH ADAMS WATER & SANITATION	05/31/17	44.30
00709478	13932	SOUTH ADAMS WATER & SANITATION	05/31/17	23.20
00709479	13932	SOUTH ADAMS WATER & SANITATION	05/31/17	431.89
00709480	13932	SOUTH ADAMS WATER & SANITATION	05/31/17	44.30
00709481	13932	SOUTH ADAMS WATER & SANITATION	05/31/17	1,113.12
00709482	71946	SPRINGMAN, BRADEN, WILSON & PO	05/31/17	264.00
00709483	243343	STENGER AND STENGER	05/31/17	4.00

## 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>
00709484	362145	TELEPHONE TOWN HALL MEETING IN	05/31/17	5,336.40
00709485	608744	TEXAS DEPT OF FAMILY AND PROTE	05/31/17	19.00
00709486	608745	THE LAW OFFICE OF DENNIS LOVE	05/31/17	19.00
00709487	218715	TSCHETTER HAMRICK SULZER	05/31/17	186.00
00709488	608746	URIBE MONICA	05/31/17	19.00
00709489	23977	VINCI LAW OFFICE	05/31/17	31.00
00709490	27815	WAKEFIELD & ASSOCIATES INC	05/31/17	19.00
00709553	518015	ADVANCED NETWORK MANAGEMENT IN	06/02/17	48,525.58
00709555	609113	BRUNING CHRISTA	06/02/17	428.41
00709558	581163	DEMAREST ARCHIE	06/02/17	65.00
00709561	293122	HERRERA, AARON	06/02/17	65.00
00709563	526237	KLUTH MARK	06/02/17	157.49
00709564	308437	RANDSTAD US LP	06/02/17	749.29
00709565	53054	RICHARDSON SHARON	06/02/17	65.00
00709566	429950	TAYLOR RAYLENE	06/02/17	122.72
00709567	385142	THOMPSON GREGORY PAUL	06/02/17	65.00
00709569	608883	WESTMINSTER CHAMBER OF COMMERC	06/02/17	3,500.00
00709570	40340	WINDSTREAM COMMUNICATIONS	06/02/17	2,062.22
00709576	13884	ADAMS COUNTY SHERIFF	06/02/17	729.10
00709577	13160	BRIGHTON CITY OF (WATER)	06/02/17	790.21
00709578	13160	BRIGHTON CITY OF (WATER)	06/02/17	1,625.01
00709579	13160	BRIGHTON CITY OF (WATER)	06/02/17	17,945.64
00709580	13160	BRIGHTON CITY OF (WATER)	06/02/17	115.81
00709581	13160	BRIGHTON CITY OF (WATER)	06/02/17	12,156.95
00709582	256075	BRIGHTON FIRE RESCUE DISTRICT	06/02/17	288.06
00709583	209334	COLO NATURAL GAS INC	06/02/17	201.46
00709584	252174	COLORADO COMMUNITY MEDIA	06/02/17	30.00
00709585	78873	COMCAST CABLE	06/02/17	1.06
00709588	443757	NRG DGPV FUND 1 LLC	06/02/17	419.08
00709591	13538	SHRED IT USA LLC	06/02/17	127.66
00709592	13932	SOUTH ADAMS WATER & SANITATION	06/02/17	216.20
00709593	4755	THORNTON CITY OF WATER & SEWER	06/02/17	416.36
00709594	1007	UNITED POWER (UNION REA)	06/02/17	30.43
00709595	1007	UNITED POWER (UNION REA)	06/02/17	84.40
00709596	1007	UNITED POWER (UNION REA)	06/02/17	1,339.35
00709597	1007	UNITED POWER (UNION REA)	06/02/17	142.40

## 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>
00709598	1007	UNITED POWER (UNION REA)	06/02/17	5,589.95
00709599	1007	UNITED POWER (UNION REA)	06/02/17	1,130.77
00709600	1007	UNITED POWER (UNION REA)	06/02/17	28.52
00709601	1007	UNITED POWER (UNION REA)	06/02/17	5,936.10
00709602	1007	UNITED POWER (UNION REA)	06/02/17	65.10
00709603	1007	UNITED POWER (UNION REA)	06/02/17	529.05
00709604	1007	UNITED POWER (UNION REA)	06/02/17	7,427.67
00709605	1007	UNITED POWER (UNION REA)	06/02/17	20,718.39
00709606	1007	UNITED POWER (UNION REA)	06/02/17	39.74
00709607	1007	UNITED POWER (UNION REA)	06/02/17	1,413.40
00709608	1007	UNITED POWER (UNION REA)	06/02/17	233.61
00709609	1007	UNITED POWER (UNION REA)	06/02/17	47.04
00709610	1007	UNITED POWER (UNION REA)	06/02/17	118.73
00709611	46796	WESTMINSTER CITY OF	06/02/17	35.01
00709612	46796	WESTMINSTER CITY OF	06/02/17	744.42
<b>Fund Total</b>				<b>765,096.64</b>

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>
00709441	33577	FCI CONSTRUCTORS INC	05/31/17	772,960.34
			<b>Fund Total</b>	<b>772,960.34</b>

## 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>
00709398	12012	ALSCO AMERICAN INDUSTRIAL	05/31/17	40.47
00709404	804964	GRAINGER	05/31/17	49.05
00709407	46175	MASEK GOLF CAR COMPANY	05/31/17	72.70
00709414	26751	SOIL HORIZONS	05/31/17	1,160.00
			<b>Fund Total</b>	<b>1,322.22</b>

## Net Warrants by Fund Detail

6Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709396	11657	A & E TIRE INC	05/31/17	1,434.35
00709411	16237	SAM HILL OIL INC	05/31/17	24,266.77
00709412	277888	SHOWTIME AUTOGLASS & RESTORATI	05/31/17	290.00
00709568	65420	VANDEBROEK SCOTT	06/02/17	46.97
<b>Fund Total</b>				<b>26,038.09</b>

Net Warrants by Fund Detail

7

Stormwater Utility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709274	608859	GLACIER CONSTRUCTION CO INC	05/25/17	240.00
<b>Fund Total</b>				<b>240.00</b>

## Net Warrants by Fund Detail

13

## Road &amp; Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709292	26880	DENVER INDUSTRIAL SALES & SER	05/25/17	23,664.00
00709295	52366	FLINT TRADING INC	05/25/17	3,573.05
00709297	517284	H-2 ENTERPRISES LLC	05/25/17	4,561.25
00709301	34817	ICON ENGINEERING INC	05/25/17	14,266.73
00709302	506641	JK TRANSPORTS INC	05/25/17	107,932.50
00709319	1007	UNITED POWER (UNION REA)	05/25/17	23.16
00709320	1007	UNITED POWER (UNION REA)	05/25/17	48.84
00709321	1007	UNITED POWER (UNION REA)	05/25/17	48.84
00709322	1007	UNITED POWER (UNION REA)	05/25/17	33.00
00709323	1007	UNITED POWER (UNION REA)	05/25/17	17.00
00709324	1007	UNITED POWER (UNION REA)	05/25/17	88.49
00709325	1007	UNITED POWER (UNION REA)	05/25/17	20.23
00709326	1007	UNITED POWER (UNION REA)	05/25/17	33.00
00709327	1007	UNITED POWER (UNION REA)	05/25/17	16.50
00709328	1007	UNITED POWER (UNION REA)	05/25/17	16.50
00709329	1007	UNITED POWER (UNION REA)	05/25/17	16.50
00709330	1007	UNITED POWER (UNION REA)	05/25/17	203.99
00709331	1007	UNITED POWER (UNION REA)	05/25/17	113.79
00709332	1007	UNITED POWER (UNION REA)	05/25/17	38.16
00709333	1007	UNITED POWER (UNION REA)	05/25/17	147.44
00709334	1007	UNITED POWER (UNION REA)	05/25/17	133.65
00709335	1007	UNITED POWER (UNION REA)	05/25/17	34.00
00709336	1007	UNITED POWER (UNION REA)	05/25/17	36.00
00709340	283725	UNIVERSAL FIELD SERVICES INC	05/25/17	13,994.65
00709345	13822	XCEL ENERGY	05/25/17	1,234.90
00709346	13822	XCEL ENERGY	05/25/17	204.85
00709347	13822	XCEL ENERGY	05/25/17	21,950.48
00709348	13822	XCEL ENERGY	05/25/17	3,070.88
00709349	13822	XCEL ENERGY	05/25/17	2.94
00709350	13822	XCEL ENERGY	05/25/17	23.68
00709351	13822	XCEL ENERGY	05/25/17	97.25
00709352	13822	XCEL ENERGY	05/25/17	106.64
00709353	13822	XCEL ENERGY	05/25/17	79.25
00709354	13822	XCEL ENERGY	05/25/17	129.34
00709355	13822	XCEL ENERGY	05/25/17	169.37
00709356	13822	XCEL ENERGY	05/25/17	102.97

**County of Adams**  
**Net Warrants by Fund Detail**

13

**Road & Bridge Fund**

Warrant

Supplier No

Supplier Name

Warrant Date

Amount

**Fund Total**

**196,233.82**

## Net Warrants by Fund Detail

19Insurance Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709276	608822	SURO LAW FIRM	05/25/17	315,000.00
00709376	454770	LINDGREN TARA	05/31/17	57.78
00709426	27429	ARTHUR J GALLAGHER	05/31/17	87,132.00
00709439	346750	FACTORY MOTOR PARTS	05/31/17	1,052.12
00709556	17565	COLO FRAME & SUSPENSION	06/02/17	25,738.28
00709557	61609	DAVIS GRAHAM & STUBBS LLP	06/02/17	12,495.91
00709559	346750	FACTORY MOTOR PARTS	06/02/17	254.54
00709560	182042	FIT SOLDIERS FITNESS BOOT CAMP	06/02/17	3,040.00
00709574	11657	A & E TIRE INC	06/02/17	118.60
00709587	541231	FINELINE GRAPHICS	06/02/17	470.55
<b>Fund Total</b>				<b>445,359.78</b>

Net Warrants by Fund Detail

25

Waste Management Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709366	80146	COLO DEPT OF PUBLIC HEALTH & E	05/31/17	343.75
<b>Fund Total</b>				<b>343.75</b>

Net Warrants by Fund Detail

27

Open Space Projects Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709337	1007	UNITED POWER (UNION REA)	05/25/17	42.06
00709338	1007	UNITED POWER (UNION REA)	05/25/17	20.00
<b>Fund Total</b>				<b>62.06</b>

Net Warrants by Fund Detail

30      Community Dev Block Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709431	252174	COLORADO COMMUNITY MEDIA	05/31/17	37.44
00709554	3020	BENNETT TOWN OF	06/02/17	76,960.93
00709562	426929	JANISCH GLORIA	06/02/17	32.00
			<b>Fund Total</b>	<b>77,030.37</b>

## 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>
00709406	535621	LUGO ANGELA	05/31/17	50.00
00709413	13538	SHRED IT USA LLC	05/31/17	125.00
00709416	8076	VERIZON WIRELESS	05/31/17	564.11
00709586	133513	DEEP ROCK WATER	06/02/17	6.00
00709589	540218	PEREZ JOSE	06/02/17	175.00
00709590	609078	RAMIREZ JOSHUA OMAR	06/02/17	175.00
00709619	548540	YE JISELLE	06/02/17	175.00
			<b>Fund Total</b>	<b>1,270.11</b>

## 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>
00709417	13822	XCEL ENERGY	05/31/17	12.75
00709418	13822	XCEL ENERGY	05/31/17	45.69
00709419	13822	XCEL ENERGY	05/31/17	48.74
00709420	13822	XCEL ENERGY	05/31/17	90.45
00709421	13822	XCEL ENERGY	05/31/17	101.81
00709422	13822	XCEL ENERGY	05/31/17	527.27
00709423	13822	XCEL ENERGY	05/31/17	1,846.91
00709575	4936	ADAMS COUNTY ECONOMIC DEVELOP	06/02/17	5,000.00
00709613	13822	XCEL ENERGY	06/02/17	88.20
00709614	13822	XCEL ENERGY	06/02/17	88.88
00709615	13822	XCEL ENERGY	06/02/17	101.98
00709616	13822	XCEL ENERGY	06/02/17	105.95
00709617	13822	XCEL ENERGY	06/02/17	106.39
00709618	13822	XCEL ENERGY	06/02/17	81.74
<b>Fund Total</b>				<b>8,246.76</b>

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>
00709397	88281	ALBERTS WATER & WASTEWATER SER	05/31/17	3,000.00
00709401	2381	COLO ANALYTICAL LABORATORY	05/31/17	390.00
<b>Fund Total</b>				<b>3,390.00</b>

**County of Adams**  
**Net Warrants by Fund Detail**

94

**Sheriff Payables**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709402	33480	COLO BUREAU OF INVESTIGATION	05/31/17	9,245.00
<b>Fund Total</b>				<b>9,245.00</b>

**County of Adams**  
**Net Warrants by Fund Detail**

**Grand Total**      2,306,838.94

**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>
	Promotion Expense					
	ADAMS COUNTY ECONOMIC DEVELOP	00043	898592	279083	05/31/17	<u>5,000.00</u>
					Account Total	<u>5,000.00</u>
					Department Total	<u><u>5,000.00</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>
	Gas & Electricity					
	XCEL ENERGY	00043	898048	278666	05/24/17	<u>45.69</u>
					Account Total	<u>45.69</u>
					Department Total	<u><u>45.69</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>
	Gas & Electricity					
	XCEL ENERGY	00043	898047	278666	05/24/17	12.75
	XCEL ENERGY	00043	898049	278666	05/24/17	48.74
	XCEL ENERGY	00043	898050	278666	05/24/17	36.09
	XCEL ENERGY	00043	898050	278666	05/24/17	54.36
	XCEL ENERGY	00043	898052	278666	05/24/17	101.81
	XCEL ENERGY	00043	898053	278666	05/24/17	527.27
	XCEL ENERGY	00043	898054	278666	05/24/17	1,516.01
	XCEL ENERGY	00043	898054	278666	05/24/17	330.90
	XCEL ENERGY	00043	898465	278968	05/31/17	88.20
	XCEL ENERGY	00043	898466	278968	05/31/17	88.88
	XCEL ENERGY	00043	898467	278968	05/31/17	101.98
	XCEL ENERGY	00043	898469	278968	05/31/17	105.95
	XCEL ENERGY	00043	898487	278968	05/31/17	106.39
	XCEL ENERGY	00043	898506	278968	05/31/17	25.84
	XCEL ENERGY	00043	898506	278968	05/31/17	55.90
					Account Total	3,201.07
					Department Total	3,201.07

**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>
	Destruction of Records					
	SHRED IT USA LLC	00035	897785	278511	05/24/17	<u>125.00</u>
					Account Total	<u>125.00</u>
					Department Total	<u><u>125.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>2051</u>	<u>ANS - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Temporary Labor					
	RANDSTAD US LP	00001	898474	278967	05/31/17	<u>749.29</u>
					Account Total	<u>749.29</u>
					Department Total	<u><u>749.29</u></u>

**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>
	Mileage Reimbursements					
	KLUTH MARK	00001	898486	278967	05/31/17	157.49
	OLSON PERNELL	00001	898081	278675	05/25/17	149.38
	TAYLOR RAYLENE	00001	898489	278967	05/31/17	105.72
					Account Total	412.59
	Travel & Transportation					
	TAYLOR RAYLENE	00001	898490	278967	05/31/17	17.00
					Account Total	17.00
					Department Total	429.59

**County of Adams**  
**Vendor Payment Report**

<u>3064</u>	<u>Building Safety</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Permits					
	VANDRE ELECTRIC REFRIGERATON	00001	897868	278533	05/24/17	<u>113.00</u>
					Account Total	<u>113.00</u>
					Department Total	<u><u>113.00</u></u>

**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	898060	278673	05/25/17	813,642.46
					Account Total	813,642.46
	Retainages Payable					
	FCI CONSTRUCTORS INC	00004	898060	278673	05/25/17	40,682.12-
					Account Total	40,682.12-
					Department Total	772,960.34

**County of Adams**  
**Vendor Payment Report**

<u>3060</u>	<u>Code Compliance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Printing External					
	TIARA PRINTING INC	00001	897866	278533	05/24/17	<u>44.49</u>
					Account Total	<u>44.49</u>
					Department Total	<u><u>44.49</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>2055</u>	<u>Control/Enforcement</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	NORTHSIDE EMERGENCY PET CLINIC	00001	897861	278533	05/24/17	60.00
	NORTHSIDE EMERGENCY PET CLINIC	00001	897862	278533	05/24/17	50.00
	NORTHSIDE EMERGENCY PET CLINIC	00001	897863	278533	05/24/17	50.00
					Account Total	160.00
	Printing External					
	TIARA PRINTING INC	00001	897867	278533	05/24/17	131.00
					Account Total	131.00
					Department Total	291.00

**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	897834	278526	05/24/17	93.32
					Account Total	<u>93.32</u>
	Other Professional Serv					
	JEFFERSON COUNTY SHERIFF'S CIV	00001	897833	278526	05/24/17	39.00
					Account Total	<u>39.00</u>
					Department Total	<u><u>132.32</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1031</u>	<u>County Treasurer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Subscrip/Publications					
	COLORADO COMMUNITY MEDIA	00001	898493	278973	05/31/17	<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>1043</u>	<u>CA- Social Services IV-D</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	CORNELLA DEBRA A	00001	897836	278526	05/24/17	<u>77.04</u>
					Account Total	<u>77.04</u>
					Department Total	<u><u>77.04</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1044</u>	<u>CA- SS Dependency/Neglect</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	PUEBLO COUNTY COMMISSIONERS	00001	897835	278526	05/24/17	245.00
					Account Total	245.00
	Travel & Transportation					
	CRAWFORD VICTORIA	00001	897832	278526	05/24/17	55.75
					Account Total	55.75
					Department Total	300.75

**County of Adams**  
**Vendor Payment Report**

<u>941016</u>	<u>CDBG</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	JANISCH GLORIA	00030	898484	278967	05/31/17	<u>32.00</u>
					Account Total	<u>32.00</u>
					Department Total	<u><u>32.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1022</u>	<u>CLK Elections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Destruction of Records					
	SHRED IT USA LLC	00001	897907	278543	05/24/17	240.00
					Account Total	240.00
	Subscrip/Publications					
	COLORADO COMMUNITY MEDIA	00001	897904	278543	05/24/17	30.00
					Account Total	30.00
					Department Total	270.00

**County of Adams**  
**Vendor Payment Report**

<u>1023</u>	<u>CLK Motor Vehicle</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	LOCH FANCY	00001	897943	278612	05/25/17	35.31
	MILINAZZO WENDI K	00001	897944	278612	05/25/17	5.89
	ROSTENBACH SU-LIN	00001	897945	278612	05/25/17	46.55
	SALAZAR SELENA	00001	897946	278612	05/25/17	11.24
					Account Total	98.99
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00001	897899	278543	05/24/17	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	897900	278543	05/24/17	16.21
	ALSCO AMERICAN INDUSTRIAL	00001	897901	278543	05/24/17	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	897902	278543	05/24/17	18.41
	ALSCO AMERICAN INDUSTRIAL	00001	897903	278543	05/24/17	16.21
					Account Total	104.61
	Subscrip/Publications					
	EASTERN COLO NEWS	00001	897905	278543	05/24/17	44.00
					Account Total	44.00
					Department Total	247.60

**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					
	TRAPHAGAN SHELLEY	00001	898343	278896	05/30/17	13.50
					Account Total	13.50
	Other Communications					
	COLO INFORMATION SHARING CONSO	00001	898340	278896	05/30/17	275.38
	GOVERNOR'S OFFICE OF IT	00001	898342	278896	05/30/17	820.70
					Account Total	1,096.08
	Other Professional Serv					
	BELLOWS JASON MICHAEL	00001	898379	278896	05/30/17	774.00
	INDOFF INCORPORATED	00001	898341	278896	05/30/17	700.00
					Account Total	1,474.00
	Travel & Transportation					
	JACHETTA TINA	00001	898354	278896	05/30/17	256.00
					Account Total	256.00
	Witness Fees					
	ADCO DISTRICT ATTORNEY	00001	898043	278648	05/25/17	361.40
	ADCO DISTRICT ATTORNEY	00001	898043	278648	05/25/17	86.21
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	898042	278648	05/25/17	22.65
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	898042	278648	05/25/17	142.17
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	898352	278896	05/30/17	182.50
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	898352	278896	05/30/17	27.46
					Account Total	822.39
					Department Total	<u>3,661.97</u>

**County of Adams**  
**Vendor Payment Report**

<u>7041</u>	<u>Economic Development Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	FRONT RANGE COMMUNITY COLLEGE	00001	898080	278675	05/25/17	<u>25,000.00</u>
					Account Total	<u>25,000.00</u>
					Department Total	<u><u>25,000.00</u></u>

**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>
	Equipment Rental					
	DEEP ROCK WATER	00035	898370	278924	05/31/17	<u>6.00</u>
					Account Total	<u>6.00</u>
					Department Total	<u><u>6.00</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	898383	278927	05/31/17	1,081.15
	A & E TIRE INC	00006	898384	278927	05/31/17	353.20
	SAM HILL OIL INC	00006	898382	278927	05/31/17	740.32
	SAM HILL OIL INC	00006	898385	278927	05/31/17	10,794.57
	SAM HILL OIL INC	00006	898388	278927	05/31/17	12,731.88
					Account Total	25,701.12
					Department Total	25,701.12

**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					
	UNITED RESTAURANT SUPPLY INC	00005	897827	278524	05/24/17	<u>3,463.50</u>
					Account Total	<u>3,463.50</u>
					Department Total	<u><u>3,463.50</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>9114</u>	<u>Fleet- Commerce</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Tools Reimbursement					
	VANDERBROEK SCOTT	00006	898485	278967	05/31/17	46.97
					Account Total	46.97
	Vehicle Repair & Maint					
	SHOWTIME AUTOGLASS & RESTORATI	00006	898089	278756	05/26/17	65.00
					Account Total	65.00
					Department Total	111.97

**County of Adams**  
**Vendor Payment Report**

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	CHAMBERS HOLDINGS LLC	00001	898300	278871	05/30/17	14,301.93
	WESTAR REAL PROPERTY SERVICES	00001	897824	278524	05/24/17	14,281.36
					Account Total	28,583.29
	Gas & Electricity					
	Energy Cap Bill ID=7362	00001	897938	278610	05/18/17	197.92
	Energy Cap Bill ID=7372	00001	897939	278610	05/16/17	72.79
	Energy Cap Bill ID=7373	00001	897940	278610	05/16/17	370.68
	Energy Cap Bill ID=7381	00001	898534	279048	05/16/17	419.08
	Energy Cap Bill ID=7384	00001	898535	279048	05/18/17	201.46
					Account Total	1,261.93
	Mileage Reimbursements					
	DOUGLASS CHRISTOPHER	00001	898297	278871	05/30/17	29.05
	EVANOFF MATTHEW	00001	898296	278871	05/30/17	126.69
	KRAUSE ZANE	00001	898295	278871	05/30/17	38.52
	NEUBECK MICHAEL	00001	898298	278871	05/30/17	103.79
	NEUBECK MICHAEL	00001	898299	278871	05/30/17	96.30
	WAGNER DONNE	00001	897831	278524	05/24/17	110.75
					Account Total	505.10
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7331	00001	897822	278522	05/01/17	83.29
					Account Total	83.29
					Department Total	30,433.61

**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>
	Water/Sewer/Sanitation					
	EASTERN DISPOSE ALL	00001	897823	278524	05/24/17	<u>91.00</u>
					Account Total	<u>91.00</u>
					Department Total	<u><u>91.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1113</u>	<u>FO - Children &amp; Family Service</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7363	00001	897941	278610	05/17/17	6,122.39
					Account Total	<u>6,122.39</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7380	00001	898544	279048	05/24/17	416.36
					Account Total	<u>416.36</u>
					Department Total	<u><u>6,538.75</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>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7364	00001	898082	278752	05/13/17	<u>350.05</u>
					Account Total	<u>350.05</u>
					Department Total	<u><u>350.05</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1114</u>	<u>FO - District Attorney Bldg.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7388	00001	898545	279048	05/24/17	<u>5,936.10</u>
					Account Total	<u>5,936.10</u>
					Department Total	<u><u>5,936.10</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					
	KORBY LANDSCAPE LLC	00050	897825	278524	05/24/17	3,405.46
					Account Total	3,405.46
	Gas & Electricity					
	Energy Cap Bill ID=7333	00050	898553	279048	04/26/17	39.74
	Energy Cap Bill ID=7385	00050	898554	279048	05/24/17	1,413.40
	Energy Cap Bill ID=7391	00050	898555	279048	05/24/17	233.61
	Energy Cap Bill ID=7392	00050	898556	279048	05/24/17	47.04
	Energy Cap Bill ID=7396	00050	898557	279048	05/24/17	118.73
					Account Total	1,852.52
					Department Total	5,257.98

**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					
	RELDY METAL SERVICES INC	00001	897826	278524	05/24/17	1,240.00
					Account Total	1,240.00
	Repair & Maint Supplies					
	DISCOUNT PLUMBING SERVICES INC	00001	897830	278524	05/24/17	983.14
					Account Total	983.14
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7370	00001	897937	278610	05/12/17	3,329.76
					Account Total	3,329.76
					Department Total	5,552.90

**County of Adams**  
**Vendor Payment Report**

<u>1070</u>	<u>FO - Honnen/Plan&amp;Devel/MV Ware</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7365	00001	898083	278752	05/13/17	44.30
	Energy Cap Bill ID=7366	00001	898084	278752	05/13/17	23.20
	Energy Cap Bill ID=7367	00001	898085	278752	05/13/17	431.89
	Energy Cap Bill ID=7369	00001	898086	278752	05/13/17	44.30
	Energy Cap Bill ID=7379	00001	898530	279048	05/20/17	216.20
					Account Total	759.89
					Department Total	759.89

**County of Adams**  
**Vendor Payment Report**

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7358	00001	897935	278610	05/18/17	2,629.88
	Energy Cap Bill ID=7389	00001	898531	279048	05/24/17	30.43
					Account Total	<u>2,660.31</u>
					Department Total	<u><u>2,660.31</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7361	00001	897942	278610	05/18/17	9,905.89
	Energy Cap Bill ID=7386	00001	898546	279048	05/24/17	65.10
	Energy Cap Bill ID=7387	00001	898547	279048	05/24/17	529.05
	Energy Cap Bill ID=7390	00001	898548	279048	05/24/17	7,427.67
	Energy Cap Bill ID=7398	00001	898549	279048	05/24/17	20,718.39
					Account Total	38,646.10
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7374	00001	898550	279048	05/19/17	17,945.64
	Energy Cap Bill ID=7375	00001	898551	279048	05/19/17	115.81
	Energy Cap Bill ID=7378	00001	898552	279048	05/19/17	12,156.95
					Account Total	30,218.40
					Department Total	68,864.50

**County of Adams**  
**Vendor Payment Report**

<u>1072</u>	<u>FO - West Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7382	00001	898532	279048	05/23/17	35.01
	Energy Cap Bill ID=7383	00001	898533	279048	05/23/17	744.42
					Account Total	<u>779.43</u>
					Department Total	<u><u>779.43</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1076</u>	<u>FO-Adams County Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7360	00001	897936	278610	05/18/17	1,623.76
					Account Total	<u>1,623.76</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7368	00001	898087	278752	05/13/17	1,113.12
					Account Total	<u>1,113.12</u>
					Department Total	<u><u>2,736.88</u></u>

**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=7359	00001	897934	278610	05/18/17	<u>1,319.65</u>
					Account Total	<u>1,319.65</u>
					Department Total	<u><u>1,319.65</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>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7376	00001	898542	279048	05/19/17	790.21
	Energy Cap Bill ID=7377	00001	898543	279048	05/19/17	1,625.01
					Account Total	<u>2,415.22</u>
					Department Total	<u><u>2,415.22</u></u>

**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>
	Collateral Deposits Payable					
	PECOS PLACE BUILDERS LLC	00001	898079	278675	05/25/17	116,903.39
					Account Total	116,903.39
	Received not Vouchered Clrg					
	ADVANCED NETWORK MANAGEMENT IN	00001	898497	278974	05/31/17	15,504.48
	ADVANCED NETWORK MANAGEMENT IN	00001	898498	278974	05/31/17	13,265.34
	ADVANCED NETWORK MANAGEMENT IN	00001	898499	278974	05/31/17	10,613.00
	ADVANCED NETWORK MANAGEMENT IN	00001	898500	278974	05/31/17	9,142.76
	AMERICAN EAGLE DISTRIBUTING	00001	898399	278927	05/31/17	226.00
	ARMORED KNIGHTS INC	00001	897984	278613	05/25/17	332.44
	ARMORED KNIGHTS INC	00001	897984	278613	05/25/17	67.41
	ARMORED KNIGHTS INC	00001	897984	278613	05/25/17	133.28
	ARMORED KNIGHTS INC	00001	897984	278613	05/25/17	67.41
	ARMORED KNIGHTS INC	00001	897984	278613	05/25/17	67.41
	ARMORED KNIGHTS INC	00001	897984	278613	05/25/17	133.28
	ARMORED KNIGHTS INC	00001	897984	278613	05/25/17	133.28
	ARMORED KNIGHTS INC	00001	897984	278613	05/25/17	67.41
	ARMORED KNIGHTS INC	00001	897984	278613	05/25/17	33.70
	ARMORED KNIGHTS INC	00001	897984	278613	05/25/17	332.44
	BREAK THRU BEVERAGE	00001	898398	278927	05/31/17	232.93
	BREAK THRU BEVERAGE	00001	898400	278927	05/31/17	436.53
	CALERO SOFTWARE LLC	00001	897973	278613	05/25/17	2,941.62
	COLO CARPET CENTER INC	00001	897963	278613	05/25/17	7,175.00
	COLO CARPET CENTER INC	00001	897964	278613	05/25/17	11,188.00
	COLO CARPET CENTER INC	00001	897965	278613	05/25/17	8,350.00
	COMCOR INC	00001	898038	278640	05/25/17	1,304.79
	COMMUNITY REACH CENTER	00001	897811	278519	05/24/17	40,993.00
	DELL PREFERRED ACCOUNT	00001	897958	278613	05/25/17	15,242.53
	DENTONS US LLP	00001	898386	278927	05/31/17	10,500.00
	DENTONS US LLP	00001	898387	278927	05/31/17	10,500.00
	GROUNDS SERVICE COMPANY	00001	898377	278927	05/31/17	1,210.75
	HELTON & WILLIAMSEN PC	00001	897997	278613	05/25/17	3,259.00
	HIGH COUNTRY BEVERAGE	00001	897947	278613	05/25/17	564.00
	HP DIRECT	00001	897975	278613	05/25/17	62,360.00
	JACHIMIAK PETERSON LLC	00001	898077	278673	05/25/17	3,542.40

**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>
	KORBY LANDSCAPE LLC	00001	898071	278673	05/25/17	965.60
	KORBY LANDSCAPE LLC	00001	898071	278673	05/25/17	1,129.09
	KORBY LANDSCAPE LLC	00001	898071	278673	05/25/17	1,310.00
	KORBY LANDSCAPE LLC	00001	898071	278673	05/25/17	298.03
	KORBY LANDSCAPE LLC	00001	898071	278673	05/25/17	426.25
	KORBY LANDSCAPE LLC	00001	898071	278673	05/25/17	419.86
	KORBY LANDSCAPE LLC	00001	898071	278673	05/25/17	689.06
	KORBY LANDSCAPE LLC	00001	898071	278673	05/25/17	418.94
	KORBY LANDSCAPE LLC	00001	898071	278673	05/25/17	926.44
	KORBY LANDSCAPE LLC	00001	898073	278673	05/25/17	752.73
	LATPRO INC	00001	897996	278613	05/25/17	283.33
	LATPRO INC	00001	897996	278613	05/25/17	283.34
	LEXIS NEXIS MATTHEW BENDER	00001	898061	278672	05/25/17	2,034.99
	LOPEZ MARCUS	00001	897858	278519	05/24/17	354.00
	MWI VETERINARY SUPPLY CO	00001	898381	278927	05/31/17	1,174.53
	NEVE'S UNIFORMS INC	00001	897812	278519	05/24/17	205.00
	NEVE'S UNIFORMS INC	00001	897813	278519	05/24/17	151.85
	NEVE'S UNIFORMS INC	00001	897814	278519	05/24/17	46.95
	NEVE'S UNIFORMS INC	00001	897815	278519	05/24/17	105.90
	NEVE'S UNIFORMS INC	00001	897816	278519	05/24/17	17.75
	NEVE'S UNIFORMS INC	00001	897817	278519	05/24/17	39.99
	NEVE'S UNIFORMS INC	00001	897818	278519	05/24/17	115.95
	NEVE'S UNIFORMS INC	00001	898066	278672	05/25/17	4.07
	NEVE'S UNIFORMS INC	00001	898066	278672	05/25/17	138.78
	NICOLETTI-FLATER ASSOCIATES	00001	898070	278672	05/25/17	9,400.00
	NICOLETTI-FLATER ASSOCIATES	00001	898070	278672	05/25/17	4,850.00
	NICOLETTI-FLATER ASSOCIATES	00001	898070	278672	05/25/17	200.00
	ONENECK IT SOLUTIONS LLC	00001	897972	278613	05/25/17	4,496.41
	OPEN JUSTICE BROKER CONSORTIUM	00001	897871	278536	05/24/17	79,995.00
	PERKINS COIE LLP	00001	898076	278673	05/25/17	165.00
	PERKINS COIE LLP	00001	898389	278927	05/31/17	1,764.00
	PTS OF AMERICA LLC	00001	897819	278519	05/24/17	872.00
	PTS OF AMERICA LLC	00001	897820	278519	05/24/17	585.00
	PTS OF AMERICA LLC	00001	898072	278672	05/25/17	756.00
	PTS OF AMERICA LLC	00001	898074	278672	05/25/17	652.00
	PUSH PEDAL PULL INC	00001	898075	278672	05/25/17	280.00

**County of Adams**  
**Vendor Payment Report**

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	ROADRUNNER PHARMACY INCORPORAT	00001	898380	278927	05/31/17	141.21
	SANITY SOLUTIONS INC	00001	897974	278613	05/25/17	31,991.67
	SOUTHWESTERN PAINTING	00001	897959	278613	05/25/17	6,684.00
	SOUTHWESTERN PAINTING	00001	897960	278613	05/25/17	8,727.00
	SOUTHWESTERN PAINTING	00001	897961	278613	05/25/17	1,750.00
	SOUTHWESTERN PAINTING	00001	897962	278613	05/25/17	5,750.00
	SPECTRA CONTRACT FLOORING SERV	00001	897966	278613	05/25/17	275.00
	SPECTRA CONTRACT FLOORING SERV	00001	897967	278613	05/25/17	300.00
	SPECTRA CONTRACT FLOORING SERV	00001	897968	278613	05/25/17	2,665.00
	SPECTRA CONTRACT FLOORING SERV	00001	897969	278613	05/25/17	295.00
	SPECTRA CONTRACT FLOORING SERV	00001	897970	278613	05/25/17	275.00
	SPECTRA CONTRACT FLOORING SERV	00001	897971	278613	05/25/17	250.00
	SPECTRA CONTRACT FLOORING SERV	00001	898375	278927	05/31/17	275.00
	SPECTRA CONTRACT FLOORING SERV	00001	898376	278927	05/31/17	250.00
	TELEPHONE TOWN HALL MEETING IN	00001	898064	278673	05/25/17	5,336.40
	WESTERN PAPER DISTRIBUTORS	00001	897859	278519	05/24/17	1,052.20
					Account Total	412,245.51
					Department Total	529,148.90

**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>
	Grounds Maintenance					
	SOIL HORIZONS	00005	898320	278881	05/30/17	715.00
	SOIL HORIZONS	00005	898321	278881	05/30/17	445.00
					Account Total	1,160.00
	Repair & Maint Supplies					
	ALSCO AMERICAN INDUSTRIAL	00005	898317	278881	05/30/17	40.47
	GRAINGER	00005	898318	278881	05/30/17	49.05
					Account Total	89.52
					Department Total	1,249.52

**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>
	Golf Carts					
	MASEK GOLF CAR COMPANY	00005	898319	278881	05/30/17	<u>72.70</u>
					Account Total	<u>72.70</u>
					Department Total	<u><u>72.70</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>9252</u>	<u>GF- Admin/Org Support</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	WESTMINSTER CHAMBER OF COMMERC	00001	898462	278967	05/31/17	<u>3,500.00</u>
					Account Total	<u>3,500.00</u>
					Department Total	<u><u>3,500.00</u></u>

**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>
	Messenger/Delivery Service					
	QUICKSILVER EXPRESS COURIER	00001	898055	278665	05/25/17	249.37
					Account Total	249.37
	Mileage Reimbursements					
	HUNT AMANDA	00001	898045	278665	05/25/17	50.18
					Account Total	50.18
	Other Professional Serv					
	SHRED IT USA LLC	00001	898056	278665	05/25/17	100.00
					Account Total	100.00
	Tuition Reimbursement					
	KELLY-YNIGUEZ COLLEEN	00001	898046	278665	05/25/17	945.00
	MCDERMOTT HEATHER	00001	898040	278641	05/25/17	1,050.00
					Account Total	1,995.00
					Department Total	2,394.55

**County of Adams**  
**Vendor Payment Report**

<u>961016</u>	<u>HOME</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Legal Notices					
	COLORADO COMMUNITY MEDIA	00030	898316	278879	05/30/17	<u>37.44</u>
					Account Total	<u>37.44</u>
					Department Total	<u><u>37.44</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1034</u>	<u>HR- Social Services</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	898055	278665	05/25/17	<u>32.33</u>
					Account Total	<u>32.33</u>
					Department Total	<u><u>32.33</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>8622</u>	<u>Insurance -Benefits &amp; Wellness</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	LINDGREN TARA	00019	898051	278665	05/25/17	<u>57.78</u>
					Account Total	<u>57.78</u>
					Department Total	<u><u>57.78</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					
	ARTHUR J GALLAGHER	00019	898062	278673	05/25/17	49,885.00
	ARTHUR J GALLAGHER	00019	898063	278673	05/25/17	37,247.00
	COLO FRAME & SUSPENSION	00019	898505	278974	05/31/17	19,279.03
	COLO FRAME & SUSPENSION	00019	898507	278974	05/31/17	2,985.90
	COLO FRAME & SUSPENSION	00019	898508	278974	05/31/17	3,473.35
	DAVIS GRAHAM & STUBBS LLP	00019	898501	278974	05/31/17	12,495.91
	FACTORY MOTOR PARTS	00019	898065	278673	05/25/17	898.14
	FACTORY MOTOR PARTS	00019	898067	278673	05/25/17	142.31
	FACTORY MOTOR PARTS	00019	898068	278673	05/25/17	11.67
	FACTORY MOTOR PARTS	00019	898503	278974	05/31/17	247.62
	FACTORY MOTOR PARTS	00019	898504	278974	05/31/17	6.92
	FIT SOLDIERS FITNESS BOOT CAMP	00019	898502	278974	05/31/17	3,040.00
					Account Total	129,712.85
					Department Total	129,712.85

**County of Adams**  
**Vendor Payment Report**

<u>8611</u>	<u>Insurance- Property/Casualty</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Auto Physical Damage					
	A & E TIRE INC	00019	898408	278950	05/31/17	118.60
	FINELINE GRAPHICS	00019	898409	278950	05/31/17	470.55
	SHOWTIME AUTOGLASS & RESTORATI	00019	898090	278756	05/26/17	225.00
					Account Total	814.15
	General Liab - Other than Prop					
	SURO LAW FIRM	00019	898035	278629	05/25/17	315,000.00
					Account Total	315,000.00
					Department Total	315,814.15

**County of Adams**  
**Vendor Payment Report**

<u>8617</u>	<u>Insurance- Workers Comp</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Licenses and Fees					
	WORKERS COMP SELF-INSUR FUND	00019	898304	278870	05/30/17	<u>2,000.00</u>
					Account Total	<u>2,000.00</u>
					Department Total	<u><u>2,000.00</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>
	Telephone					
	WINDSTREAM COMMUNICATIONS	00001	898460	278967	05/31/17	<u>2,062.22</u>
					Account Total	<u>2,062.22</u>
					Department Total	<u><u>2,062.22</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>6107</u>	<u>Open Space Projects</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00027	897808	278518	05/24/17	42.06
	UNITED POWER (UNION REA)	00027	897809	278518	05/24/17	20.00
					Account Total	<u>62.06</u>
					Department Total	<u><u>62.06</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					
	FIESTA TIME INC	00001	898301	278871	05/30/17	625.00
	SOUTHWESTERN PAINTING	00001	897828	278524	05/24/17	2,450.00
	SOUTHWESTERN PAINTING	00001	897829	278524	05/24/17	980.00
					Account Total	4,055.00
	Gas & Electricity					
	Energy Cap Bill ID=7393	00001	898536	279048	05/24/17	84.40
	Energy Cap Bill ID=7394	00001	898537	279048	05/24/17	1,339.35
	Energy Cap Bill ID=7395	00001	898538	279048	05/24/17	142.40
	Energy Cap Bill ID=7397	00001	898539	279048	05/24/17	5,589.95
	Energy Cap Bill ID=7399	00001	898540	279048	05/24/17	1,130.77
	Energy Cap Bill ID=7400	00001	898541	279048	05/24/17	28.52
					Account Total	8,315.39
					Department Total	12,370.39

**County of Adams**  
**Vendor Payment Report**

<u>1010</u>	<u>Public Information Office</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	U S POSTMASTER	00001	898039	278641	05/25/17	25,698.59
					Account Total	<u>25,698.59</u>
	Special Events					
	BRUNING CHRISTA	00001	898488	278967	05/31/17	428.41
					Account Total	<u>428.41</u>
					Department Total	<u><u>26,127.00</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>
	Membership Dues					
	COLO COALITION OF LAND TRUSTS	00001	897982	278623	05/25/17	1,000.00
					Account Total	<u>1,000.00</u>
	Other Professional Serv					
	MAPLETON PUBLIC SCHOOLS	00001	897983	278623	05/25/17	116.75
					Account Total	<u>116.75</u>
					Department Total	<u><u>1,116.75</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>5010</u>	<u>PKS- Fair &amp; Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Regional Park Rentals					
	ABA DRISS	00001	897980	278623	05/25/17	200.00
	BRIGHTON ELKS LODGE	00001	897803	278518	05/24/17	500.00
	MORTENSON CONSTRUCTION	00001	897806	278518	05/24/17	400.00
					Account Total	1,100.00
					Department Total	1,100.00

**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>
	Maintenance Contracts					
	B&D FENCE CONTRACTORS	00001	897802	278518	05/24/17	<u>1,680.00</u>
					Account Total	<u>1,680.00</u>
					Department Total	<u><u>1,680.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>5018</u>	<u>PKS- Natural Resources Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	CLARK AARON	00001	897981	278623	05/25/17	158.36
	PEDRUCCI MARC R	00001	897807	278518	05/24/17	151.30
					Account Total	<u>309.66</u>
					Department Total	<u><u>309.66</u></u>

**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>
	Operating Supplies					
	G & K SERVICES	00001	897804	278518	05/24/17	199.42
	G & K SERVICES	00001	897805	278518	05/24/17	199.42
					Account Total	<u>398.84</u>
					Department Total	<u><u>398.84</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1082</u>	<u>PLN- Development Review</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Misc Revenues					
	STEPHENSON GLENN	00001	897865	278533	05/24/17	1,100.00
					Account Total	1,100.00
	Travel & Transportation					
	NORTHWEST PARKWAY LLC	00001	897864	278533	05/24/17	6.60
					Account Total	6.60
					Department Total	1,106.60

**County of Adams**  
**Vendor Payment Report**

<u>13</u>	<u>Road &amp; Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	DENVER INDUSTRIAL SALES & SER	00013	897957	278613	05/25/17	23,664.00
	FLINT TRADING INC	00013	897956	278613	05/25/17	3,573.05
	H-2 ENTERPRISES LLC	00013	897993	278613	05/25/17	801.00
	H-2 ENTERPRISES LLC	00013	897994	278613	05/25/17	3,760.25
	ICON ENGINEERING INC	00013	897985	278613	05/25/17	7,195.50
	ICON ENGINEERING INC	00013	897987	278613	05/25/17	7,071.23
	JK TRANSPORTS INC	00013	897950	278613	05/25/17	23,872.50
	JK TRANSPORTS INC	00013	897951	278613	05/25/17	1,530.00
	JK TRANSPORTS INC	00013	897952	278613	05/25/17	28,237.50
	JK TRANSPORTS INC	00013	897953	278613	05/25/17	21,892.50
	JK TRANSPORTS INC	00013	897954	278613	05/25/17	23,400.00
	JK TRANSPORTS INC	00013	897955	278613	05/25/17	9,000.00
	UNIVERSAL FIELD SERVICES INC	00013	897995	278613	05/25/17	13,994.65
					Account Total	167,992.18
					Department Total	167,992.18

**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>
	Fingerprint Cards - CBI					
	COLO BUREAU OF INVESTIGATION	00094	897801	278512	05/24/17	<u>9,245.00</u>
					Account Total	<u>9,245.00</u>
					Department Total	<u><u>9,245.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>2004</u>	<u>Sheriff Training</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	TOSHIBA BUSINESS SOLUTIONS	00001	897856	278530	05/24/17	87.74
					Account Total	87.74
	Travel & Transportation					
	ADAMS COUNTY SHERIFF	00001	898057	278670	05/25/17	60.25
					Account Total	60.25
					Department Total	147.99

**County of Adams**  
**Vendor Payment Report**

<u>9295</u>	<u>Solid Waste Operations</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	COLO DEPT OF PUBLIC HEALTH & E	00025	897860	278533	05/24/17	<u>343.75</u>
					Account Total	<u>343.75</u>
					Department Total	<u><u>343.75</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>7</u>	<u>Stormwater Utility Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Deposits Payable					
	GLACIER CONSTRUCTION CO INC	00007	898041	278641	05/25/17	<u>240.00</u>
					Account Total	<u>240.00</u>
					Department Total	<u><u>240.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>2008</u>	<u>SHF - Training Academy</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	ADAMS COUNTY SHERIFF	00001	898057	278670	05/25/17	40.00
	ADAMS COUNTY SHERIFF	00001	898057	278670	05/25/17	45.55
	TOSHIBA BUSINESS SOLUTIONS	00001	897856	278530	05/24/17	9.05
					Account Total	<u>94.60</u>
					Department Total	<u><u>94.60</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>
	Business Meetings					
	ADAMS COUNTY SHERIFF	00001	898057	278670	05/25/17	50.00
					Account Total	50.00
	Operating Supplies					
	COAST TO COAST COMPUTER PRODUC	00001	897849	278530	05/24/17	479.92
	TOSHIBA BUSINESS SOLUTIONS	00001	897856	278530	05/24/17	261.28
	TOSHIBA BUSINESS SOLUTIONS	00001	897856	278530	05/24/17	93.43
					Account Total	834.63
	Other Communications					
	DIRECTV	00001	897851	278530	05/24/17	284.64
					Account Total	284.64
	Other Professional Serv					
	SHRED IT USA LLC	00001	897854	278530	05/24/17	100.00
	SHRED IT USA LLC	00001	897855	278530	05/24/17	100.00
					Account Total	200.00
	Postage & Freight					
	PITNEY BOWES	00001	897852	278530	05/24/17	5,000.00
					Account Total	5,000.00
	Public Relations					
	WESTMINSTER 7:10 ROTARY CLUB	00001	897929	278530	05/24/17	2,500.00
					Account Total	2,500.00
					Department Total	8,869.27

**County of Adams**  
**Vendor Payment Report**

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Sheriff's Fees					
	ALPINE CREDIT INC	00001	897877	278537	05/24/17	19.00
	BC SERVICES INC	00001	897878	278537	05/24/17	19.00
	BORENSTEIN AND ASSOCIATES	00001	897879	278537	05/24/17	19.00
	DLG LAW GROUP	00001	897880	278537	05/24/17	66.00
	EPPERSON MARY	00001	897910	278537	05/24/17	56.00
	FAMILY LAW CENTER OF THE ROCKI	00001	897911	278537	05/24/17	19.00
	FUTRELL ATRADEES	00001	897912	278537	05/24/17	19.00
	HINTON CRYSTAL DAWN	00001	897913	278537	05/24/17	19.00
	HOLST AND BOETTCHER	00001	897881	278537	05/24/17	19.00
	HOLST AND BOETTCHER	00001	897882	278537	05/24/17	19.00
	JEWETT JESSICA LYNN	00001	897914	278537	05/24/17	19.00
	LEACHMAN MARK A	00001	897883	278537	05/24/17	19.00
	LEGAL AID OF NORTHWEST TEXAS	00001	897884	278537	05/24/17	32.00
	LOPEZ CHRISTINA MARIE	00001	897915	278537	05/24/17	19.00
	M AND G RENTALS	00001	897916	278537	05/24/17	66.00
	MARTINEZ DANNY EDWIN	00001	897917	278537	05/24/17	19.00
	MARTINEZ JOSE GUADALUPE	00001	897918	278537	05/24/17	19.00
	MILE HIGH MINISTRIES	00001	897919	278537	05/24/17	19.00
	MILLER COHEN PETERSON YOUNG	00001	897885	278537	05/24/17	19.00
	MIRANDA LUZ ELENA	00001	897920	278537	05/24/17	19.00
	ROBINSON AND HENRY	00001	897886	278537	05/24/17	66.00
	ROBINSON AND HENRY	00001	897887	278537	05/24/17	66.00
	ROBINSON AND HENRY	00001	897888	278537	05/24/17	66.00
	ROVINSKI ALEX	00001	897921	278537	05/24/17	19.00
	SOTO GUADALUPE	00001	897922	278537	05/24/17	156.00
	SPRINGMAN, BRADEN, WILSON & PO	00001	897889	278537	05/24/17	66.00
	SPRINGMAN, BRADEN, WILSON & PO	00001	897890	278537	05/24/17	66.00
	SPRINGMAN, BRADEN, WILSON & PO	00001	897891	278537	05/24/17	66.00
	SPRINGMAN, BRADEN, WILSON & PO	00001	897892	278537	05/24/17	66.00
	STENGER AND STENGER	00001	897893	278537	05/24/17	4.00
	TEXAS DEPT OF FAMILY AND PROTE	00001	897923	278537	05/24/17	19.00
	THE LAW OFFICE OF DENNIS LOVE	00001	897924	278537	05/24/17	19.00
	TSCHETTER HAMRICK SULZER	00001	897894	278537	05/24/17	40.00
	TSCHETTER HAMRICK SULZER	00001	897895	278537	05/24/17	146.00
	URIBE MONICA	00001	897925	278537	05/24/17	19.00

**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>
	VINCI LAW OFFICE	00001	897896	278537	05/24/17	31.00
	WAKEFIELD & ASSOCIATES INC	00001	897897	278537	05/24/17	19.00
					Account Total	<u>1,458.00</u>
					Department Total	<u><u>1,458.00</u></u>

**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					
	TOSHIBA BUSINESS SOLUTIONS	00001	897856	278530	05/24/17	<u>81.40</u>
					Account Total	<u>81.40</u>
					Department Total	<u><u>81.40</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>
	Business Meetings					
	ADAMS COUNTY SHERIFF	00001	898057	278670	05/25/17	60.76
					Account Total	60.76
	Medical Services					
	MEDICAL CENTER OF THE ROCKIES	00001	897926	278530	05/24/17	459.68
					Account Total	459.68
	Operating Supplies					
	TOSHIBA BUSINESS SOLUTIONS	00001	897856	278530	05/24/17	181.38
					Account Total	181.38
	Other Communications					
	VERIZON WIRELESS	00001	897857	278530	05/24/17	1,040.90
					Account Total	1,040.90
					Department Total	<u>1,742.72</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>
	Buildings					
	BRIGHTON FIRE RESCUE DISTRICT	00001	898590	279080	06/01/17	288.06
					Account Total	288.06
	Operating Supplies					
	ADAMS COUNTY DETENTION FACILIT	00001	897848	278530	05/24/17	4.64
	SHRED IT USA LLC	00001	898058	278670	05/25/17	127.66
	TOSHIBA BUSINESS SOLUTIONS	00001	897856	278530	05/24/17	518.42
	TOSHIBA BUSINESS SOLUTIONS	00001	897856	278530	05/24/17	280.29
					Account Total	931.01
					Department Total	1,219.07

**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>
	Operating Supplies					
	TOSHIBA BUSINESS SOLUTIONS	00001	897856	278530	05/24/17	84.72
					Account Total	84.72
	Other Communications					
	COMCAST CABLE	00001	898059	278670	05/25/17	1.06
					Account Total	1.06
					Department Total	85.78

**County of Adams**  
**Vendor Payment Report**

<u>2018</u>	<u>SHF- Records/Warrants Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Extraditions					
	ADAMS COUNTY SHERIFF	00001	898057	278670	05/25/17	<u>397.04</u>
					Account Total	<u>397.04</u>
	Operating Supplies					
	TOSHIBA BUSINESS SOLUTIONS	00001	897856	278530	05/24/17	<u>110.60</u>
					Account Total	<u>110.60</u>
					Department Total	<u><u>507.64</u></u>

**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>
	Education & Training					
	COLO ASSN OF SCHOOL RESOURCE O	00001	897850	278530	05/24/17	600.00
					Account Total	600.00
	Operating Supplies					
	TOSHIBA BUSINESS SOLUTIONS	00001	897856	278530	05/24/17	44.61
					Account Total	44.61
	Travel & Transportation					
	HESSLER JASON	00001	897928	278530	05/24/17	28.00
	TIMM MICHELLE	00001	897927	278530	05/24/17	28.00
					Account Total	56.00
					Department Total	700.61

**County of Adams**  
**Vendor Payment Report**

<u>2024</u>	<u>SHF- Volunteer Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	ADAMS COUNTY SHERIFF	00001	898057	278670	05/25/17	<u>75.50</u>
					Account Total	<u>75.50</u>
					Department Total	<u><u>75.50</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>3031</u>	<u>Transportation Opers &amp; Maint</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00013	897678	278329	05/22/17	23.16
	UNITED POWER (UNION REA)	00013	897679	278329	05/22/17	48.84
	UNITED POWER (UNION REA)	00013	897680	278329	05/22/17	48.84
	UNITED POWER (UNION REA)	00013	897681	278329	05/22/17	33.00
	UNITED POWER (UNION REA)	00013	897682	278329	05/22/17	17.00
	UNITED POWER (UNION REA)	00013	897683	278329	05/22/17	88.49
	UNITED POWER (UNION REA)	00013	897684	278329	05/22/17	20.23
	UNITED POWER (UNION REA)	00013	897685	278329	05/22/17	33.00
	UNITED POWER (UNION REA)	00013	897686	278329	05/22/17	16.50
	UNITED POWER (UNION REA)	00013	897687	278329	05/22/17	16.50
	UNITED POWER (UNION REA)	00013	897688	278329	05/22/17	16.50
	UNITED POWER (UNION REA)	00013	897689	278329	05/22/17	203.99
	UNITED POWER (UNION REA)	00013	897690	278329	05/22/17	113.79
	UNITED POWER (UNION REA)	00013	897691	278329	05/22/17	38.16
	UNITED POWER (UNION REA)	00013	897692	278329	05/22/17	147.44
	UNITED POWER (UNION REA)	00013	897693	278329	05/22/17	133.65
	UNITED POWER (UNION REA)	00013	897694	278329	05/22/17	34.00
	UNITED POWER (UNION REA)	00013	897695	278329	05/22/17	36.00
	XCEL ENERGY	00013	897664	278329	05/22/17	1,234.90
	XCEL ENERGY	00013	897665	278329	05/22/17	204.85
	XCEL ENERGY	00013	897666	278329	05/22/17	21,950.48
	XCEL ENERGY	00013	897667	278329	05/22/17	3,070.88
	XCEL ENERGY	00013	897668	278329	05/22/17	2.94
	XCEL ENERGY	00013	897669	278329	05/22/17	23.68
	XCEL ENERGY	00013	897670	278329	05/22/17	97.25
	XCEL ENERGY	00013	897671	278329	05/22/17	106.64
	XCEL ENERGY	00013	897672	278329	05/22/17	79.25
	XCEL ENERGY	00013	897673	278329	05/22/17	129.34
	XCEL ENERGY	00013	897676	278329	05/22/17	169.37
	XCEL ENERGY	00013	897677	278329	05/22/17	102.97
					Account Total	28,241.64
					Department Total	28,241.64

**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>
	Other Communications					
	VERIZON WIRELESS	00035	897788	278511	05/24/17	40.11
					Account Total	40.11
					Department Total	40.11

**County of Adams**  
**Vendor Payment Report**

<u>97803</u>	<u>Wagner-Peyser Migrant Seasonal</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	897788	278511	05/24/17	<u>104.80</u>
					Account Total	<u>104.80</u>
					Department Total	<u><u>104.80</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	897930	278546	05/24/17	26.00
	COLO ANALYTICAL LABORATORY	00044	897931	278546	05/24/17	26.00
	COLO ANALYTICAL LABORATORY	00044	897932	278546	05/24/17	212.00
	COLO ANALYTICAL LABORATORY	00044	898088	278546	05/24/17	126.00
					Account Total	<u>390.00</u>
					Department Total	<u><u>390.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>44</u>	<u>Water and Wastewater Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ALBERTS WATER & WASTEWATER SER	00044	898372	278927	05/31/17	3,000.00
					Account Total	3,000.00
					Department Total	3,000.00

**County of Adams**  
**Vendor Payment Report**

<u>99802</u>	<u>WIA AD &amp; DLW Shared Pgm Costs</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	897788	278511	05/24/17	<u>52.40</u>
					Account Total	<u>52.40</u>
					Department Total	<u><u>52.40</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>97500</u>	<u>WIA YOUTH OLDER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Supp Svcs-Incentives					
	LUGO ANGELA	00035	897783	278511	05/24/17	<u>50.00</u>
					Account Total	<u>50.00</u>
					Department Total	<u><u>50.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>97400</u>	<u>WIA YOUTH YOUNGER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Supp Svcs-Incentives					
	PEREZ JOSE	00035	898367	278924	05/31/17	175.00
	RAMIREZ JOSHUA OMAR	00035	898368	278924	05/31/17	175.00
	YE YINGXIN	00035	898369	278924	05/31/17	175.00
					Account Total	<u>525.00</u>
					Department Total	<u><u>525.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>99807</u>	<u>Youth Shared Prgrm Direct Cost</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	897788	278511	05/24/17	<u>366.80</u>
					Account Total	<u>366.80</u>
					Department Total	<u><u>366.80</u></u>

**County of Adams**  
**Vendor Payment Report**

**Grand Total**      2,231,618.01

**County of Adams**  
**Net Warrant by Fund Summary**

<b>Fund Number</b>	<b>Fund Description</b>	<b>Amount</b>
1	General Fund	851,316.37
5	Golf Course Enterprise Fund	60,286.00
6	Equipment Service Fund	56,908.34
13	Road & Bridge Fund	4,002.99
19	Insurance Fund	669,731.77
25	Waste Management Fund	3,402.27
27	Open Space Projects Fund	14,710.98
30	Community Dev Block Grant Fund	27.14
31	Head Start Fund	17,081.65
34	Comm Services Blk Grant Fund	139.64
35	Workforce & Business Center	7,620.66
43	Front Range Airport	3,082.42
44	Water and Wastewater Fund	3,408.78
50	FLATROCK Facility Fund	633.76
		<u>1,692,352.77</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>
00709622	91631	ADAMSON POLICE PRODUCTS	06/05/17	2,230.80
00709623	433987	ADCO DISTRICT ATTORNEY'S OFFIC	06/05/17	365.09
00709631	289574	BONASERA BETHANY	06/05/17	102.00
00709640	9902	CHEMATOX LABORATORY INC	06/05/17	1,480.00
00709643	304520	DELL PREFERRED ACCOUNT	06/05/17	13,977.32
00709645	418312	DUNCAN NANCY	06/05/17	50.53
00709647	307402	GREENLAND JOELLE	06/05/17	23.00
00709649	33680	HOLLAND AND HART LLP	06/05/17	4,000.00
00709650	547834	LOPEZ MARCUS	06/05/17	195.00
00709651	92872	MONTOYA ABEL M	06/05/17	206.50
00709652	32509	NCS PEARSON INC	06/05/17	440.00
00709654	430881	NEON RAIN INTERACTIVE LLC	06/05/17	6,435.00
00709656	216245	PUSH PEDAL PULL INC	06/05/17	280.00
00709659	7406	SIERRA DETENTION SYSTEMS	06/05/17	2,138.87
00709660	316125	SMART COMMUTE METRO NORTH	06/05/17	500.00
00709661	599714	SUMMIT FOOD SERVICE LLC	06/05/17	5,000.24
00709663	498722	THERMAL & MOISTURE PROTECTION	06/05/17	625.00
00709664	137851	TIERNEY JENNIFER	06/05/17	102.00
00709665	36088	TRACY NANCY M	06/05/17	1,841.34
00709679	383698	ALLIED UNIVERSAL SECURITY SERV	06/07/17	1,616.32
00709683	40398	CINTAS CORPORATION #66	06/07/17	116.32
00709684	250958	COHEN MILSTEIN SELLERS & TOLL	06/07/17	4,843.13
00709687	79260	IDEXX DISTRIBUTION INC	06/07/17	1,637.43
00709688	10011	KYGO- FM	06/07/17	920.00
00709690	42431	MOUNTAIN STATES IMAGING LLC	06/07/17	1,955.75
00709691	13591	MWI VETERINARY SUPPLY CO	06/07/17	2,058.77
00709692	32700	PITNEY BOWES RESERVE ACCT	06/07/17	10,000.00
00709694	1094	TRI COUNTY HEALTH DEPT	06/07/17	284,052.00
00709696	338508	WRIGHTWAY INDUSTRIES INC	06/07/17	1,380.00
00709697	91631	ADAMSON POLICE PRODUCTS	06/08/17	2,535.00
00709698	433987	ADCO DISTRICT ATTORNEY'S OFFIC	06/08/17	370.66
00709700	383698	ALLIED UNIVERSAL SECURITY SERV	06/08/17	16,672.84
00709701	362169	ALVARADO ABIMAEL DAVID	06/08/17	73.66
00709702	222217	AMERICAN COUNCIL ON CRIMINAL J	06/08/17	1,250.00
00709706	5560	CENTURA HEALTH	06/08/17	2,400.00
00709707	37266	CENTURY LINK	06/08/17	205.39

## 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>
00709711	882	COLO STATE UNIVERSITY EXTENSIO	06/08/17	45.00
00709713	13299	CSU UNIVERSITY RESOURCE CTR	06/08/17	48.50
00709715	499167	DREILING JOSEPH	06/08/17	72.00
00709716	248103	DS WATERS OF AMERICA INC	06/08/17	442.13
00709718	226213	ELLIS HEIDI	06/08/17	102.00
00709719	815413	EMPLOYMENT LAW SOLUTIONS INC	06/08/17	1,000.00
00709723	307402	GREENLAND JOELLE	06/08/17	148.00
00709724	327003	GRIMES CECILIA	06/08/17	36.38
00709725	296546	HOFFNER CRYSTAL	06/08/17	63.34
00709728	429864	LIEVENS LINDA	06/08/17	72.00
00709729	43161	LOPEZ PAULINA R	06/08/17	147.66
00709730	596838	MARTINEZ BRIAN	06/08/17	150.00
00709732	609135	MARTINEZ XOCHITL	06/08/17	400.00
00709733	363908	MASSINGALE GEORGIA	06/08/17	56.18
00709737	429550	MELTON JEFF	06/08/17	232.43
00709739	117829	MILLER NANCY P	06/08/17	43.49
00709740	609131	MUNGER DAWN	06/08/17	75.00
00709741	4551	NEVE'S UNIFORMS INC	06/08/17	2,166.90
00709745	609538	PFEFFER CRISTINA	06/08/17	44.94
00709747	44148	PRO FORCE LAW ENFORCEMENT	06/08/17	37,829.65
00709748	609134	RAMIREZ MINERVA	06/08/17	150.00
00709749	308437	RANDSTAD US LP	06/08/17	749.29
00709750	90872	REEVES COMPANY INC	06/08/17	31.25
00709752	609132	ROMERO MALANY	06/08/17	225.00
00709758	36706	SCOTT CONTRACTING INC	06/08/17	400.00
00709759	433983	SHEETZ ROBERT J	06/08/17	99.51
00709760	13538	SHRED IT USA LLC	06/08/17	281.27
00709761	609133	SOKOLOV DAVID	06/08/17	400.00
00709762	33604	STATE OF COLORADO	06/08/17	500.00
00709763	361932	STOUT CRYSTAL	06/08/17	93.87
00709764	609130	STUEBING LAURA	06/08/17	175.00
00709765	599714	SUMMIT FOOD SERVICE LLC	06/08/17	26,681.95
00709767	98721	TOTAYS TAMSIN	06/08/17	90.42
00709768	1007	UNITED POWER (UNION REA)	06/08/17	142.29
00709769	1007	UNITED POWER (UNION REA)	06/08/17	667.61
00709770	1007	UNITED POWER (UNION REA)	06/08/17	41.88

## 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>
00709771	1007	UNITED POWER (UNION REA)	06/08/17	1,209.21
00709772	1007	UNITED POWER (UNION REA)	06/08/17	30.00
00709773	1007	UNITED POWER (UNION REA)	06/08/17	40.08
00709774	1007	UNITED POWER (UNION REA)	06/08/17	22,417.83
00709776	28574	VERIZON WIRELESS	06/08/17	301.68
00709778	609129	VILLALOBOS ARIANA	06/08/17	650.00
00709779	24560	WIRELESS ADVANCED COMMUNICATIO	06/08/17	120.00
00709780	13822	XCEL ENERGY	06/08/17	10,440.16
00709781	13822	XCEL ENERGY	06/08/17	631.37
00709782	13822	XCEL ENERGY	06/08/17	3,365.57
00709783	13822	XCEL ENERGY	06/08/17	90.15
00709784	13822	XCEL ENERGY	06/08/17	10,018.60
00709785	13822	XCEL ENERGY	06/08/17	2,131.00
00709786	13822	XCEL ENERGY	06/08/17	688.48
00709787	13822	XCEL ENERGY	06/08/17	184.46
00709788	13822	XCEL ENERGY	06/08/17	115.04
00709789	13822	XCEL ENERGY	06/08/17	334.00
00709790	13822	XCEL ENERGY	06/08/17	898.29
00709791	13822	XCEL ENERGY	06/08/17	170.20
00709792	13822	XCEL ENERGY	06/08/17	389.50
00709793	13822	XCEL ENERGY	06/08/17	416.15
00709794	13822	XCEL ENERGY	06/08/17	464.00
00709795	13822	XCEL ENERGY	06/08/17	277.57
00709796	13822	XCEL ENERGY	06/08/17	179.36
00709821	29657	ARAPAHOE COUNTY RESIDENTIAL CE	06/09/17	4,068.60
00709822	59782	COMCOR INC	06/09/17	1,262.70
00709823	93529	CORRECTIONAL MANAGEMENT INC	06/09/17	281.70
00709824	44965	INTERVENTION COMMUNITY CORRECT	06/09/17	4,993.80
00709825	48078	LARIMER COUNTY COMMUNITY CORRE	06/09/17	2,805.90
00709826	42984	TIME TO CHANGE	06/09/17	336,356.07
<b>Fund Total</b>				<b>851,316.37</b>

Net Warrants by Fund Detail

5

Golf Course Enterprise Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709685	547659	CROSS LINE CONSTRUCTION	06/07/17	60,286.00
<b>Fund Total</b>				<b>60,286.00</b>

## Net Warrants by Fund Detail

6Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709620	11657	A & E TIRE INC	06/05/17	239.94
00709621	295403	ABRA AUTO BODY & GLASS	06/05/17	1,307.27
00709630	527037	BMW OF DENVER	06/05/17	4,343.01
00709642	40977	DANIELS LONG CHEVROLET	06/05/17	20,416.00
00709658	16237	SAM HILL OIL INC	06/05/17	1,453.37
00709667	24560	WIRELESS ADVANCED COMMUNICATIO	06/05/17	11,430.75
00709693	99671	SPRADLEY BARR FORD GREELEY	06/07/17	17,718.00
			<b>Fund Total</b>	<b>56,908.34</b>

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>
00709708	608845	CIANCIO-MALINIAK SHERYL M	06/08/17	66.67
00709709	608843	CIANCIO-STONGLE NANCY ANN	06/08/17	66.66
00709753	608840	ROTELLO ROCCO G	06/08/17	2,365.00
00709766	78871	SUN ENTERPRISES INC	06/08/17	1,438.00
00709777	608844	VIGIL VIRGINIA	06/08/17	66.66
<b>Fund Total</b>				<b>4,002.99</b>

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>
00709626	27429	ARTHUR J GALLAGHER	06/05/17	634,326.77
00709682	419839	CAREHERE LLC	06/07/17	35,405.00
<b>Fund Total</b>				<b>669,731.77</b>

Net Warrants by Fund Detail

25

Waste Management Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709629	535096	B & B ENVIRONMENTAL SAFETY INC	06/05/17	3,402.27
<b>Fund Total</b>				<b>3,402.27</b>

Net Warrants by Fund Detail

27

Open Space Projects Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709695	544336	WENK ASSOCIATES INC	06/07/17	11,710.98
00709775	237845	US DEPT OF AGRICULTURE	06/08/17	3,000.00
<b>Fund Total</b>				<b>14,710.98</b>

Net Warrants by Fund Detail

30      Community Dev Block Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709648	307402	GREENLAND JOELLE	06/05/17	27.14
			<b>Fund Total</b>	<b>27.14</b>

## 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>
00709624	326840	ADVENTURE DENTAL & VISION	06/05/17	21.12
00709633	37266	CENTURY LINK	06/05/17	345.46
00709634	37266	CENTURY LINK	06/05/17	135.39
00709635	37266	CENTURY LINK	06/05/17	1,122.65
00709636	37266	CENTURY LINK	06/05/17	97.50
00709637	152461	CENTURYLINK	06/05/17	10.28
00709641	248029	COMMUNITY REACH CENTER FOUNDAT	06/05/17	6,190.04
00709646	28726	G & K SERVICES	06/05/17	122.98
00709655	371505	OLIVER LESLIE	06/05/17	68.59
00709666	525554	VOCK ELIZABETH CLAIRE	06/05/17	7.49
00709680	90536	ANDREWS PRODUCE INC	06/07/17	1,283.44
00709686	45567	DENVER CHILDREN'S ADVOCACY CTR	06/07/17	6,946.80
00709689	79121	MEADOW GOLD DAIRY	06/07/17	729.91
<b>Fund Total</b>				<b>17,081.65</b>

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>
00709653	609478	NELSON JULIANNA	06/05/17	71.16
00709657	92604	RAMIREZ ESTHER	06/05/17	68.48
			<b>Fund Total</b>	<b>139.64</b>

## Net Warrants by Fund Detail

35

Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709632	35563	CASTILLO YVONNE	06/05/17	37.26
00709699	36820	AGUINIGA CAROL	06/08/17	118.24
00709703	373693	ARNEACH ANGELA	06/08/17	15.52
00709704	35827	BANKS RACHEL	06/08/17	88.28
00709705	369657	BERNAL JUAN FELIPE	06/08/17	21.40
00709710	258669	CLARK RYNE	06/08/17	48.15
00709712	1483	COMPUTER SYSTEMS DESIGN	06/08/17	4,800.00
00709714	192948	DABIT SANA	06/08/17	20.33
00709717	38689	ELLIS CHARLES	06/08/17	270.18
00709720	369792	FLORES MICHAEL	06/08/17	47.08
00709721	843241	GLASSER NOELLE	06/08/17	63.67
00709722	68923	GONZALEZ JEANETTE	06/08/17	17.66
00709726	443755	HUTCHINS ATHENAS	06/08/17	40.13
00709727	281998	KAMMERZELL JODIE	06/08/17	21.40
00709731	553650	MARTINEZ DOMINIC A	06/08/17	103.35
00709734	580067	MCBOAT GREG	06/08/17	92.02
00709735	49485	MCGIRR RITA	06/08/17	33.17
00709736	78254	MEDINA KRISTINA	06/08/17	77.13
00709738	342309	MENDOZA MICHELLE	06/08/17	97.37
00709742	481825	PARRA ALDO	06/08/17	567.10
00709743	233841	PARRIOTT JOEL	06/08/17	127.87
00709744	514882	PEDREGON SYDNEY	06/08/17	63.22
00709746	40920	POST REBECCA	06/08/17	155.69
00709751	915166	RODRIGUEZ SONIA	06/08/17	52.97
00709755	199912	SALVADOR THERESA	06/08/17	55.64
00709756	470649	SANTINO HEATHER	06/08/17	48.15
00709757	357890	SCHAGER BRETT	06/08/17	425.33
00709797	90483	YEPEZ JAYMI	06/08/17	112.35
<b>Fund Total</b>				<b>7,620.66</b>

## 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>
00709638	80257	CENTURYLINK	06/05/17	266.34
00709644	80156	DISH NETWORK	06/05/17	138.02
00709662	80267	SWIMS DISPOSAL	06/05/17	290.00
00709668	13822	XCEL ENERGY	06/05/17	10.86
00709669	13822	XCEL ENERGY	06/05/17	13.90
00709670	13822	XCEL ENERGY	06/05/17	12.31
00709671	13822	XCEL ENERGY	06/05/17	34.76
00709672	13822	XCEL ENERGY	06/05/17	45.44
00709673	13822	XCEL ENERGY	06/05/17	66.33
00709674	13822	XCEL ENERGY	06/05/17	281.71
00709675	13822	XCEL ENERGY	06/05/17	289.82
00709676	13822	XCEL ENERGY	06/05/17	391.19
00709677	13822	XCEL ENERGY	06/05/17	1,160.24
00709754	366395	RUPPEL DAVID	06/08/17	81.50
<b>Fund Total</b>				<b>3,082.42</b>

## Net Warrants by Fund Detail

44Water and Wastewater Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709625	88281	ALBERTS WATER & WASTEWATER SER	06/05/17	216.00
00709627	351622	AURORA WATER	06/05/17	2,173.60
00709628	351622	AURORA WATER	06/05/17	10.40
00709639	80257	CENTURYLINK	06/05/17	47.45
00709678	13822	XCEL ENERGY	06/05/17	961.33
			<b>Fund Total</b>	<b>3,408.78</b>

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>
00709681	293417	AVANT DATACOMM SOLUTIONS INC	06/07/17	633.76
<b>Fund Total</b>				<b>633.76</b>

**County of Adams**  
**Net Warrants by Fund Detail**

**Grand Total**      1,692,352.77

**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>
	Mileage Reimbursements					
	NELSON JULIANNA	00034	898626	279181	06/02/17	71.16
	RAMIREZ ESTHER	00034	898625	279181	06/02/17	68.48
					Account Total	<u>139.64</u>
					Department Total	<u><u>139.64</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>
	Gas & Electricity					
	XCEL ENERGY	00043	898334	278892	05/30/17	10.86
	XCEL ENERGY	00043	898336	278892	05/30/17	12.31
					Account Total	23.17
	Telephone					
	CENTURYLINK	00043	898527	279043	05/31/17	48.95
					Account Total	48.95
	Travel & Transportation					
	RUPPEL DAVID	00043	898762	279290	06/05/17	81.50
					Account Total	81.50
	Water/Sewer/Sanitation					
	SWIMS DISPOSAL	00043	898529	279043	06/01/17	290.00
					Account Total	290.00
					Department Total	443.62

**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>
	Gas & Electricity					
	XCEL ENERGY	00043	898335	278892	05/30/17	13.90
	XCEL ENERGY	00043	898496	278972	05/31/17	1,160.24
					Account Total	1,174.14
	Telephone					
	CENTURYLINK	00043	898527	279043	05/31/17	49.03
	CENTURYLINK	00043	898527	279043	05/31/17	118.92
					Account Total	167.95
					Department Total	1,342.09

**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>
	Satellite Television					
	DISH NETWORK	00043	898528	279043	05/31/17	138.02
					Account Total	138.02
	Telephone					
	CENTURYLINK	00043	898527	279043	05/31/17	49.44
					Account Total	49.44
					Department Total	187.46

**County of Adams**  
**Vendor Payment Report**

<u>4304</u>	<u>Airport Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00043	898337	278892	05/30/17	349.32
	XCEL ENERGY	00043	898337	278892	05/30/17	511.41-
	XCEL ENERGY	00043	898337	278892	05/30/17	196.85
	XCEL ENERGY	00043	898338	278892	05/30/17	45.44
	XCEL ENERGY	00043	898339	278892	05/30/17	66.33
	XCEL ENERGY	00043	898491	278972	05/31/17	494.66
	XCEL ENERGY	00043	898491	278972	05/31/17	246.95
	XCEL ENERGY	00043	898491	278972	05/31/17	482.52-
	XCEL ENERGY	00043	898491	278972	05/31/17	22.62
	XCEL ENERGY	00043	898492	278972	05/31/17	901.42
	XCEL ENERGY	00043	898492	278972	05/31/17	611.60-
	XCEL ENERGY	00043	898494	278972	05/31/17	1,177.17
	XCEL ENERGY	00043	898494	278972	05/31/17	785.98-
					Account Total	1,109.25
					Department Total	1,109.25

**County of Adams**  
**Vendor Payment Report**

<u>2051</u>	<u>ANS - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Temporary Labor					
	RANDSTAD US LP	00001	898877	279392	06/06/17	<u>749.29</u>
					Account Total	<u>749.29</u>
					Department Total	<u><u>749.29</u></u>

**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>
	Special Events					
	SMART COMMUTE METRO NORTH	00001	898752	279285	06/05/17	<u>500.00</u>
					Account Total	<u>500.00</u>
					Department Total	<u><u>500.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1024</u>	<u>Budget Office</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	STOUT CRYSTAL	00001	898964	279472	06/06/17	93.87
					Account Total	93.87
	Travel & Transportation					
	DUNCAN NANCY	00001	898753	279285	06/05/17	50.53
					Account Total	50.53
					Department Total	144.40

**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	898878	279392	06/06/17	<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>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					
	GRIMES CECILIA	00001	898679	279212	06/02/17	36.38
	LOPEZ PAULINA R	00001	898680	279212	06/02/17	147.66
	MASSINGALE GEORGIA	00001	898681	279212	06/02/17	56.18
	TOTAYS TAMSIN	00001	898682	279212	06/02/17	90.42
					Account Total	330.64
					Department Total	330.64

**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>
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	898595	279165	06/02/17	157.43
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	898595	279165	06/02/17	130.86
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	898595	279165	06/02/17	76.80
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	898919	279402	06/06/17	21.79
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	898919	279402	06/06/17	348.87
					Account Total	<u>735.75</u>
					Department Total	<u><u>735.75</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>7041</u>	<u>Economic Development Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	GREENLAND JOELLE	00001	898754	279285	06/05/17	23.00
					Account Total	23.00
	Travel & Transportation					
	GREENLAND JOELLE	00001	898989	279472	06/07/17	148.00
					Account Total	148.00
					Department Total	171.00

**County of Adams**  
**Vendor Payment Report**

<u>99500</u>	<u>Employment First</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	ARNEACH ANGELA	00035	898599	279173	05/31/17	15.52
	FLORES MICHAEL	00035	898605	279173	05/31/17	47.08
	MARTINEZ DOMINIC A	00035	898610	279173	05/31/17	89.35
	MEDINA KRISTINA	00035	898613	279173	05/31/17	63.13
	PEDREGON SYDNEY	00035	898617	279173	05/31/17	49.22
	SALVADOR THERESA	00035	898620	279173	05/31/17	55.64
	YEPEZ JAYMI	00035	898623	279173	05/31/17	112.35
					Account Total	432.29
	Travel & Transportation					
	MARTINEZ DOMINIC A	00035	898610	279173	05/31/17	14.00
	MEDINA KRISTINA	00035	898613	279173	05/31/17	14.00
	PEDREGON SYDNEY	00035	898617	279173	05/31/17	14.00
					Account Total	42.00
					Department Total	474.29

**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>
	Mileage Reimbursements					
	CLARK RYNE	00035	898602	279173	05/31/17	13.38
	GONZALEZ JEANETTE	00035	898607	279173	05/31/17	17.66
	MCBOAT GREG	00035	898611	279173	05/31/17	92.02
	MENDOZA MICHELLE	00035	898614	279173	05/31/17	22.47
	SCHAGER BRETT	00035	898652	279173	05/31/17	12.84
					Account Total	158.37
					Department Total	158.37

**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	898640	279183	06/02/17	239.94
	ABRA AUTO BODY & GLASS	00006	898633	279183	06/02/17	181.92
	ABRA AUTO BODY & GLASS	00006	898634	279183	06/02/17	463.43
	ABRA AUTO BODY & GLASS	00006	898635	279183	06/02/17	181.92
	ABRA AUTO BODY & GLASS	00006	898636	279183	06/02/17	160.00
	ABRA AUTO BODY & GLASS	00006	898637	279183	06/02/17	160.00
	ABRA AUTO BODY & GLASS	00006	898764	279296	06/05/17	160.00
	BMW OF DENVER	00006	898645	279183	06/02/17	4,343.01
	DANIELS LONG CHEVROLET	00006	898632	279183	06/02/17	20,416.00
	SAM HILL OIL INC	00006	898642	279183	06/02/17	1,453.37
	SPRADLEY BARR FORD GREELEY	00006	898830	279391	06/06/17	17,718.00
	WIRELESS ADVANCED COMMUNICATIO	00006	898638	279183	06/02/17	4,525.50
	WIRELESS ADVANCED COMMUNICATIO	00006	898641	279183	06/02/17	6,905.25
					Account Total	<u>56,908.34</u>
					Department Total	<u><u>56,908.34</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>9243</u>	<u>Extension - Family &amp; Consumer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	898589	279062	06/16/17	<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	898589	279062	06/16/17	<u>41.15</u>
					Account Total	<u>41.15</u>
					Department Total	<u><u>41.15</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>9241</u>	<u>Extension- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	898589	279062	06/16/17	<u>95.93</u>
					Account Total	<u>95.93</u>
					Department Total	<u><u>95.93</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>9242</u>	<u>Extension- Agriculture</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	COLO STATE UNIVERSITY EXTENSIO	00001	898091	278763	05/26/17	<u>45.00</u>
					Account Total	<u>45.00</u>
					Department Total	<u><u>45.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>9244</u>	<u>Extension- 4-H/Youth</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	CSU UNIVERSITY RESOURCE CTR	00001	898092	278763	05/26/17	48.50
					Account Total	48.50
	Other Communications					
	VERIZON WIRELESS	00001	898589	279062	06/16/17	41.15
	VERIZON WIRELESS	00001	898589	279062	06/16/17	41.15
	VERIZON WIRELESS	00001	898589	279062	06/16/17	41.15
					Account Total	123.45
					Department Total	171.95

**County of Adams**  
**Vendor Payment Report**

<u>1017</u>	<u>Finance Purchasing</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	BONASERA BETHANY	00001	898760	279285	06/05/17	102.00
	ELLIS HEIDI	00001	898990	279472	06/07/17	102.00
	TIERNEY JENNIFER	00001	898757	279285	06/05/17	102.00
					Account Total	<u>306.00</u>
					Department Total	<u><u>306.00</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>
	Gas & Electricity					
	Energy Cap Bill ID=7401	00001	898717	279278	05/19/17	688.48
	Energy Cap Bill ID=7418	00001	898718	279278	05/23/17	184.46
					Account Total	<u>872.94</u>
					Department Total	<u><u>872.94</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1114</u>	<u>FO - District Attorney Bldg.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7409	00001	898725	279278	05/24/17	<u>464.00</u>
					Account Total	<u>464.00</u>
					Department Total	<u><u>464.00</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>
	Gas & Electricity					
	Energy Cap Bill ID=7414	00050	898727	279278	05/24/17	<u>179.36</u>
					Account Total	<u>179.36</u>
					Department Total	<u><u>179.36</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1077</u>	<u>FO - Government Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7417	00001	898716	279278	05/23/17	<u>2,131.00</u>
					Account Total	<u>2,131.00</u>
					Department Total	<u><u>2,131.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1070</u>	<u>FO - Honnen/Plan&amp;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=7410	00001	898711	279278	05/24/17	631.37
	Energy Cap Bill ID=7411	00001	898712	279278	05/24/17	3,365.57
	Energy Cap Bill ID=7415	00001	898713	279278	05/24/17	90.15
					Account Total	<u>4,087.09</u>
					Department Total	<u><u>4,087.09</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1067</u>	<u>FO - Human Service Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7412	00001	898710	279278	05/24/17	<u>10,440.16</u>
					Account Total	<u>10,440.16</u>
					Department Total	<u><u>10,440.16</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7407	00001	898714	279278	05/24/17	<u>22,417.83</u>
					Account Total	<u>22,417.83</u>
					Department Total	<u><u>22,417.83</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7416	00001	898726	279278	05/23/17	<u>277.57</u>
					Account Total	<u>277.57</u>
					Department Total	<u><u>277.57</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1076</u>	<u>FO-Adams County Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7413	00001	898715	279278	05/24/17	<u>10,018.60</u>
					Account Total	<u>10,018.60</u>
					Department Total	<u><u>10,018.60</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=7408	00001	898724	279278	05/23/17	<u>416.15</u>
					Account Total	<u>416.15</u>
					Department Total	<u><u>416.15</u></u>

**County of Adams**  
**Vendor Payment Report**

1	General Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	ADAMSON POLICE PRODUCTS	00001	898568	279051	06/01/17	2,230.80
	ADAMSON POLICE PRODUCTS	00001	898683	279213	06/02/17	2,535.00
	ALLIED UNIVERSAL SECURITY SERV	00001	898684	279213	06/02/17	16,672.84
	ALLIED UNIVERSAL SECURITY SERV	00001	898865	279391	06/06/17	1,616.32
	ARAPAHOE COUNTY RESIDENTIAL CE	00001	898883	279394	06/06/17	3,788.10
	ARAPAHOE COUNTY RESIDENTIAL CE	00001	898884	279394	06/06/17	280.50
	CHEMATOX LABORATORY INC	00001	898571	279051	06/01/17	795.00
	CHEMATOX LABORATORY INC	00001	898572	279051	06/01/17	685.00
	CINTAS CORPORATION #66	00001	898850	279391	06/06/17	116.32
	COHEN MILSTEIN SELLERS & TOLL	00001	898873	279391	06/06/17	4,843.13
	COMCOR INC	00001	898887	279394	06/06/17	1,262.70
	CORRECTIONAL MANAGEMENT INC	00001	898886	279394	06/06/17	281.70
	DELL PREFERRED ACCOUNT	00001	898631	279183	06/02/17	13,977.32
	HOLLAND AND HART LLP	00001	898643	279183	06/02/17	4,000.00
	IDEXX DISTRIBUTION INC	00001	898856	279391	06/06/17	1,637.43
	INTERVENTION COMMUNITY CORRECT	00001	898890	279394	06/06/17	1,065.60
	INTERVENTION COMMUNITY CORRECT	00001	898891	279394	06/06/17	280.50
	INTERVENTION COMMUNITY CORRECT	00001	898892	279394	06/06/17	1,262.70
	INTERVENTION COMMUNITY CORRECT	00001	898893	279394	06/06/17	1,094.34
	INTERVENTION COMMUNITY CORRECT	00001	898894	279394	06/06/17	168.36
	INTERVENTION COMMUNITY CORRECT	00001	898895	279394	06/06/17	841.80
	INTERVENTION COMMUNITY CORRECT	00001	898912	279394	06/06/17	280.50
	KYGO- FM	00001	898832	279391	06/06/17	920.00
	LARIMER COUNTY COMMUNITY CORRE	00001	898896	279394	06/06/17	1,262.70
	LARIMER COUNTY COMMUNITY CORRE	00001	898897	279394	06/06/17	1,262.70
	LARIMER COUNTY COMMUNITY CORRE	00001	898898	279394	06/06/17	280.50
	LOPEZ MARCUS	00001	898573	279051	06/01/17	195.00
	MOUNTAIN STATES IMAGING LLC	00001	898867	279391	06/06/17	1,955.75
	MWI VETERINARY SUPPLY CO	00001	898851	279391	06/06/17	686.39
	MWI VETERINARY SUPPLY CO	00001	898853	279391	06/06/17	14.73
	MWI VETERINARY SUPPLY CO	00001	898855	279391	06/06/17	24.55
	MWI VETERINARY SUPPLY CO	00001	898858	279391	06/06/17	174.50
	MWI VETERINARY SUPPLY CO	00001	898859	279391	06/06/17	1,158.60
	NCS PEARSON INC	00001	898574	279051	06/01/17	440.00
	NEON RAIN INTERACTIVE LLC	00001	898644	279183	06/02/17	2,066.52

**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>
	NEON RAIN INTERACTIVE LLC	00001	898644	279183	06/02/17	4,368.48
	NEVE'S UNIFORMS INC	00001	898685	279213	06/02/17	33.95
	NEVE'S UNIFORMS INC	00001	898686	279213	06/02/17	97.90
	NEVE'S UNIFORMS INC	00001	898687	279213	06/02/17	105.90
	NEVE'S UNIFORMS INC	00001	898688	279213	06/02/17	105.90
	NEVE'S UNIFORMS INC	00001	898689	279213	06/02/17	105.90
	NEVE'S UNIFORMS INC	00001	898690	279213	06/02/17	317.70
	NEVE'S UNIFORMS INC	00001	898691	279213	06/02/17	46.95
	NEVE'S UNIFORMS INC	00001	898692	279213	06/02/17	140.85
	NEVE'S UNIFORMS INC	00001	898693	279213	06/02/17	140.85
	NEVE'S UNIFORMS INC	00001	898694	279213	06/02/17	93.90
	NEVE'S UNIFORMS INC	00001	898695	279213	06/02/17	97.90
	NEVE'S UNIFORMS INC	00001	898696	279213	06/02/17	97.90
	NEVE'S UNIFORMS INC	00001	898697	279213	06/02/17	131.85
	NEVE'S UNIFORMS INC	00001	898698	279213	06/02/17	146.85
	NEVE'S UNIFORMS INC	00001	898699	279213	06/02/17	144.85
	NEVE'S UNIFORMS INC	00001	898700	279213	06/02/17	97.90
	NEVE'S UNIFORMS INC	00001	898701	279213	06/02/17	31.95
	NEVE'S UNIFORMS INC	00001	898702	279213	06/02/17	115.95
	NEVE'S UNIFORMS INC	00001	898703	279213	06/02/17	111.95
	PITNEY BOWES RESERVE ACCT	00001	898869	279391	06/06/17	10,000.00
	PRO FORCE LAW ENFORCEMENT	00001	898704	279213	06/02/17	37,829.65
	PUSH PEDAL PULL INC	00001	898575	279051	06/01/17	280.00
	SIERRA DETENTION SYSTEMS	00001	898576	279051	06/01/17	1,938.87
	SIERRA DETENTION SYSTEMS	00001	898576	279051	06/01/17	200.00
	SUMMIT FOOD SERVICE LLC	00001	898578	279051	06/01/17	5,000.24
	SUMMIT FOOD SERVICE LLC	00001	898705	279213	06/02/17	18,383.60
	SUMMIT FOOD SERVICE LLC	00001	898705	279213	06/02/17	8,090.49
	TIME TO CHANGE	00001	898899	279394	06/06/17	6,781.05
	TIME TO CHANGE	00001	898900	279394	06/06/17	561.00
	TIME TO CHANGE	00001	898905	279394	06/06/17	81,991.36
	TIME TO CHANGE	00001	898902	279394	06/06/17	93,060.99
	TIME TO CHANGE	00001	898903	279394	06/06/17	23,865.03
	TIME TO CHANGE	00001	898904	279394	06/06/17	1,262.70
	TIME TO CHANGE	00001	898906	279394	06/06/17	2,693.76
	TIME TO CHANGE	00001	898907	279394	06/06/17	6,271.41

**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	898908	279394	06/06/17	715.53
	TIME TO CHANGE	00001	898909	279394	06/06/17	38,912.51
	TIME TO CHANGE	00001	898910	279394	06/06/17	65,214.60
	TIME TO CHANGE	00001	898911	279394	06/06/17	15,026.13
	TRI COUNTY HEALTH DEPT	00001	898864	279391	06/06/17	284,052.00
	WIRELESS ADVANCED COMMUNICATIO	00001	898706	279213	06/02/17	60.00
	WIRELESS ADVANCED COMMUNICATIO	00001	898707	279213	06/02/17	60.00
	WRIGHTWAY INDUSTRIES INC	00001	898861	279391	06/06/17	450.60
	WRIGHTWAY INDUSTRIES INC	00001	898863	279391	06/06/17	929.40
					Account Total	<u>780,324.20</u>
					Department Total	<u><u>780,324.20</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>5</u>	<u>Golf Course Enterprise Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CROSS LINE CONSTRUCTION	00005	898794	279316	06/05/17	54,711.00
	CROSS LINE CONSTRUCTION	00005	898794	279316	06/05/17	4,400.00
	CROSS LINE CONSTRUCTION	00005	898794	279316	06/05/17	935.00
					Account Total	60,046.00
	Retainages Payable					
	CROSS LINE CONSTRUCTION	00005	898794	279316	06/05/17	2,735.55-
	CROSS LINE CONSTRUCTION	00005	898794	279316	06/05/17	220.00-
	CROSS LINE CONSTRUCTION	00005	898794	279316	06/05/17	46.75-
	CROSS LINE CONSTRUCTION	00005	898795	279316	06/05/17	2,975.55
	CROSS LINE CONSTRUCTION	00005	898795	279316	06/05/17	220.00
	CROSS LINE CONSTRUCTION	00005	898795	279316	06/05/17	46.75
					Account Total	240.00
					Department Total	60,286.00

County of Adams  
Vendor Payment Report

<u>31</u>	<u>Head Start Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ANDREWS PRODUCE INC	00031	898836	279391	06/06/17	1,283.44
	DENVER CHILDREN'S ADVOCACY CTR	00031	898848	279391	06/06/17	6,946.80
	MEADOW GOLD DAIRY	00031	898838	279391	06/06/17	121.68
	MEADOW GOLD DAIRY	00031	898839	279391	06/06/17	148.72
	MEADOW GOLD DAIRY	00031	898840	279391	06/06/17	81.12
	MEADOW GOLD DAIRY	00031	898842	279391	06/06/17	81.12
	MEADOW GOLD DAIRY	00031	898843	279391	06/06/17	133.66
	MEADOW GOLD DAIRY	00031	898844	279391	06/06/17	121.68
	MEADOW GOLD DAIRY	00031	898846	279391	06/06/17	28.41
	MEADOW GOLD DAIRY	00031	898847	279391	06/06/17	13.52
					Account Total	8,960.15
					Department Total	8,960.15

**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					
	COMMUNITY REACH CENTER FOUNDAT	00031	898333	278868	05/30/17	6,190.04
					Account Total	6,190.04
	Medical Services					
	ADVENTURE DENTAL & VISION	00031	898290	278868	05/30/17	21.12
					Account Total	21.12
	Mileage Reimbursements					
	OLIVER LESLIE	00031	898293	278868	05/30/17	68.59
	VOCK ELIZABETH CLAIRE	00031	898294	278868	05/30/17	7.49
					Account Total	76.08
	Operating Supplies					
	G & K SERVICES	00031	898292	278868	05/30/17	122.98
					Account Total	122.98
	Telephone					
	CENTURY LINK	00031	898329	278868	05/30/17	345.46
	CENTURY LINK	00031	898330	278868	05/30/17	135.39
	CENTURY LINK	00031	898331	278868	05/30/17	1,122.65
	CENTURY LINK	00031	898332	278868	05/30/17	97.50
	CENTURYLINK	00031	898291	278868	05/30/17	10.28
					Account Total	1,711.28
					Department Total	8,121.50

**County of Adams**  
**Vendor Payment Report**

<u>961016</u>	<u>HOME</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	GREENLAND JOELLE	00030	898755	279285	06/05/17	<u>27.14</u>
					Account Total	<u>27.14</u>
					Department Total	<u><u>27.14</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 Cllrg					
	ARTHUR J GALLAGHER	00019	898628	279183	06/02/17	97,158.00
	ARTHUR J GALLAGHER	00019	898628	279183	06/02/17	537,168.77
	CAREHERE LLC	00019	898871	279391	06/06/17	17,856.00
	CAREHERE LLC	00019	898871	279391	06/06/17	17,549.00
					Account Total	669,731.77
					Department Total	669,731.77

**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>
	Business Meetings					
	HOFFNER CRYSTAL	00001	898880	279392	06/06/17	<u>63.34</u>
					Account Total	<u>63.34</u>
					Department Total	<u><u>63.34</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1057</u>	<u>IT Application Support</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	ALVARADO ABIMAEL DAVID	00001	898965	279472	06/06/17	73.66
					Account Total	73.66
	Travel & Transportation					
	MELTON JEFF	00001	898881	279392	06/06/17	232.43
					Account Total	232.43
					Department Total	<u>306.09</u>

**County of Adams**  
**Vendor Payment Report**

<u>1081</u>	<u>Long Range Strategic Planning</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	MONTOYA ABEL M	00001	898751	279285	06/05/17	<u>206.50</u>
					Account Total	<u>206.50</u>
					Department Total	<u><u>206.50</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1019</u>	<u>Mailroom &amp; Dock</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Special Events					
	TRACY NANCY M	00001	898627	279181	06/02/17	<u>1,841.34</u>
					Account Total	<u>1,841.34</u>
					Department Total	<u><u>1,841.34</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>97813</u>	<u>MSFW Housing Inspection</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	PARRA ALDO	00035	898615	279173	05/31/17	<u>210.26</u>
					Account Total	<u>210.26</u>
					Department Total	<u><u>210.26</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>6107</u>	<u>Open Space Projects</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Infrastruc Rep & Maint					
	US DEPT OF AGRICULTURE	00027	898483	278969	05/31/17	<u>3,000.00</u>
					Account Total	<u>3,000.00</u>
					Department Total	<u><u>3,000.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>27</u>	<u>Open Space Projects Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	WENK ASSOCIATES INC	00027	898834	279391	06/06/17	<u>11,710.98</u>
					Account Total	<u>11,710.98</u>
					Department Total	<u><u>11,710.98</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					
	THERMAL & MOISTURE PROTECTION	00001	898759	279285	06/05/17	625.00
					Account Total	625.00
	Gas & Electricity					
	Energy Cap Bill ID=7402	00001	898719	279278	05/23/17	115.04
	Energy Cap Bill ID=7403	00001	898720	279278	05/24/17	334.00
	Energy Cap Bill ID=7404	00001	898721	279278	05/24/17	898.29
	Energy Cap Bill ID=7405	00001	898722	279278	05/24/17	170.20
	Energy Cap Bill ID=7406	00001	898723	279278	05/24/17	389.50
					Account Total	1,907.03
					Department Total	2,532.03

County of Adams  
Vendor Payment Report

<u>5010</u>	<u>PKS- Fair &amp; Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Event Services					
	STATE OF COLORADO	00001	898678	279210	06/02/17	500.00
					Account Total	500.00
	Regional Park Rentals					
	MARTINEZ BRIAN	00001	898475	278969	05/31/17	150.00
	MARTINEZ XOCHITL	00001	898512	279041	06/01/17	400.00
	MUNGER DAWN	00001	898513	279041	06/01/17	75.00
	RAMIREZ MINERVA	00001	898514	279041	06/01/17	150.00
	ROMERO MALANY	00001	898515	279041	06/01/17	225.00
	SCOTT CONTRACTING INC	00001	898476	278969	05/31/17	400.00
	SOKOLOV DAVID	00001	898516	279041	06/01/17	400.00
	STUEBING LAURA	00001	898517	279041	06/01/17	175.00
	VILLALOBOS ARIANA	00001	898518	279041	06/01/17	650.00
					Account Total	2,625.00
					Department Total	3,125.00

**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	898479	278969	05/31/17	41.88
	UNITED POWER (UNION REA)	00001	898480	278969	05/31/17	1,209.21
					Account Total	<u>1,251.09</u>
					Department Total	<u><u>1,251.09</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>5012</u>	<u>PKS- Regional Complex</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00001	898477	278969	05/31/17	142.29
	UNITED POWER (UNION REA)	00001	898478	278969	05/31/17	667.61
	UNITED POWER (UNION REA)	00001	898482	278969	05/31/17	40.08
					Account Total	849.98
					Department Total	849.98

**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	898481	278969	05/31/17	<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>13</u>	<u>Road &amp; 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-MALINIAK SHERYL M	00013	898803	279320	06/05/17	66.67
	CIANCIO-STONGLE NANCY ANN	00013	898801	279320	06/05/17	66.66
	ROTELLO ROCCO G	00013	898797	279320	06/05/17	2,365.00
	SUN ENTERPRISES INC	00013	898796	279320	06/05/17	1,438.00
	VIGIL VIRGINIA	00013	898802	279320	06/05/17	66.66
					Account Total	4,002.99
					Department Total	4,002.99

**County of Adams**  
**Vendor Payment Report**

<u>2092</u>	<u>Sheriff Flatrock</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	AVANT DATACOMM SOLUTIONS INC	00050	898677	279209	06/02/17	<u>633.76</u>
					Account Total	<u>633.76</u>
					Department Total	<u><u>633.76</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>2004</u>	<u>Sheriff Training</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	SHRED IT USA LLC	00001	898672	279201	06/02/17	<u>40.64</u>
					Account Total	<u>40.64</u>
					Department Total	<u><u>40.64</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>2014</u>	<u>Sheriff-Professional Standards</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	AMERICAN COUNCIL ON CRIMINAL J	00001	898656	279201	06/02/17	125.00
					Account Total	125.00
	Mileage Reimbursements					
	PFEFFER CRISTINA	00001	898675	279201	06/02/17	44.94
					Account Total	44.94
					Department Total	169.94

**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					
	DS WATERS OF AMERICA INC	00001	898668	279201	06/02/17	<u>327.70</u>
					Account Total	<u>327.70</u>
	Other Professional Serv					
	SHRED IT USA LLC	00001	898672	279201	06/02/17	<u>40.63</u>
					Account Total	<u>40.63</u>
	Uniforms & Cleaning					
	REEVES COMPANY INC	00001	898671	279201	06/02/17	<u>31.25</u>
					Account Total	<u>31.25</u>
					Department Total	<u><u>399.58</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>
	Education & Training					
	EMPLOYMENT LAW SOLUTIONS INC	00001	898669	279201	06/02/17	1,000.00
					Account Total	1,000.00
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	898664	279201	06/02/17	114.43
					Account Total	114.43
	Travel & Transportation					
	DREILING JOSEPH	00001	898708	279201	06/02/17	72.00
	LIEVENS LINDA	00001	898709	279201	06/02/17	72.00
					Account Total	144.00
					Department Total	1,258.43

**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					
	MILLER NANCY P	00001	898670	279201	06/02/17	43.49
					Account Total	43.49
	Other Communications					
	CENTURY LINK	00001	898661	279201	06/02/17	205.39
					Account Total	205.39
					Department Total	248.88

**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>
	Medical Services					
	CENTURA HEALTH	00001	898659	279201	06/02/17	2,400.00
					Account Total	2,400.00
	Other Professional Serv					
	SHRED IT USA LLC	00001	898673	279201	06/02/17	85.00
					Account Total	85.00
					Department Total	2,485.00

**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>
	Education & Training					
	AMERICAN COUNCIL ON CRIMINAL J	00001	898654	279201	06/02/17	125.00
	AMERICAN COUNCIL ON CRIMINAL J	00001	898656	279201	06/02/17	125.00
					Account Total	250.00
	Food Services					
	SUMMIT FOOD SERVICE LLC	00001	898674	279201	06/02/17	39.62
					Account Total	39.62
	Operating Supplies					
	SUMMIT FOOD SERVICE LLC	00001	898674	279201	06/02/17	168.24
					Account Total	168.24
					Department Total	457.86

**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>
	Education & Training					
	AMERICAN COUNCIL ON CRIMINAL J	00001	898653	279201	06/02/17	125.00
	AMERICAN COUNCIL ON CRIMINAL J	00001	898655	279201	06/02/17	500.00
	AMERICAN COUNCIL ON CRIMINAL J	00001	898657	279201	06/02/17	125.00
	AMERICAN COUNCIL ON CRIMINAL J	00001	898658	279201	06/02/17	125.00
					Account Total	875.00
	Other Professional Serv					
	SHRED IT USA LLC	00001	898673	279201	06/02/17	85.00
					Account Total	85.00
					Department Total	960.00

**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	898918	279392	06/06/17	<u>99.51</u>
					Account Total	<u>99.51</u>
					Department Total	<u><u>99.51</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>
	Mileage Reimbursements					
	BANKS RACHEL	00035	898600	279173	05/31/17	88.28
	BERNAL JUAN FELIPE	00035	898601	279173	05/31/17	21.40
	DABIT SANA	00035	898603	279173	05/31/17	20.33
	PARRA ALDO	00035	898615	279173	05/31/17	23.00
	RODRIGUEZ SONIA	00035	898619	279173	05/31/17	52.97
					Account Total	205.98
					Department Total	205.98

**County of Adams**  
**Vendor Payment Report**

<u>97803</u>	<u>Wagner-Peyser Migrant Seasonal</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	PARRA ALDO	00035	898615	279173	05/31/17	<u>333.84</u>
					Account Total	<u>333.84</u>
					Department Total	<u><u>333.84</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>25</u>	<u>Waste Management Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	B & B ENVIRONMENTAL SAFETY INC	00025	898630	279183	06/02/17	<u>3,402.27</u>
					Account Total	<u>3,402.27</u>
					Department Total	<u><u>3,402.27</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>
	Gas & Electricity					
	XCEL ENERGY	00044	898495	278972	05/31/17	961.33
					Account Total	961.33
	Laboratory Analysis					
	ALBERTS WATER & WASTEWATER SER	00044	898519	279043	05/31/17	216.00
					Account Total	216.00
	Telephone					
	CENTURYLINK	00044	898525	279043	05/31/17	47.45
					Account Total	47.45
	Water/Sewer/Sanitation					
	AURORA WATER	00044	898520	279043	05/31/17	2,173.60
	AURORA WATER	00044	898522	279043	05/31/17	10.40
					Account Total	2,184.00
					Department Total	3,408.78

**County of Adams**  
**Vendor Payment Report**

<u>35</u>	<u>Workforce &amp; Business Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	COMPUTER SYSTEMS DESIGN	00035	898917	279320	06/06/17	<u>4,800.00</u>
					Account Total	<u>4,800.00</u>
					Department Total	<u><u>4,800.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>99600</u>	<u>WBC Admin Pool</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	AGUINIGA CAROL	00035	898598	279173	05/31/17	14.45
	CASTILLO YVONNE	00035	898624	279181	06/02/17	17.82
					Account Total	32.27
					Department Total	32.27

**County of Adams**  
**Vendor Payment Report**

<u>99806</u>	<u>WIA &amp; Wag/Pey Shared Prog Cost</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	GLASSER NOELLE	00035	898606	279173	05/31/17	63.67
	PARRIOTT JOEL	00035	898616	279173	05/31/17	127.87
	POST REBECCA	00035	898618	279173	05/31/17	155.69
					Account Total	<u>347.23</u>
					Department Total	<u><u>347.23</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>99802</u>	<u>WIA AD &amp; DLW Shared Pgm Costs</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	SANTINO HEATHER	00035	898621	279173	05/31/17	<u>48.15</u>
					Account Total	<u>48.15</u>
					Department Total	<u><u>48.15</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>97700</u>	<u>WIA DLW PROGRAM</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	ELLIS CHARLES	00035	898604	279173	05/31/17	<u>18.19</u>
					Account Total	<u>18.19</u>
					Department Total	<u><u>18.19</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>97500</u>	<u>WIA YOUTH OLDER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	AGUINIGA CAROL	00035	898598	279173	05/31/17	40.13
	CLARK RYNE	00035	898602	279173	05/31/17	8.56
	ELLIS CHARLES	00035	898604	279173	05/31/17	151.94
	MENDOZA MICHELLE	00035	898614	279173	05/31/17	60.46
	SCHAGER BRETT	00035	898652	279173	05/31/17	66.34
	SCHAGER BRETT	00035	898652	279173	05/31/17	249.84
					Account Total	<u>577.27</u>
					Department Total	<u><u>577.27</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>97400</u>	<u>WIA YOUTH YOUNGER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	AGUINIGA CAROL	00035	898598	279173	05/31/17	27.28
	AGUINIGA CAROL	00035	898598	279173	05/31/17	6.42
	ELLIS CHARLES	00035	898604	279173	05/31/17	55.11
	ELLIS CHARLES	00035	898604	279173	05/31/17	23.54
	HUTCHINS ATHENAS	00035	898608	279173	05/31/17	31.03
	SCHAGER BRETT	00035	898652	279173	05/31/17	5.89
	SCHAGER BRETT	00035	898652	279173	05/31/17	17.12
					Account Total	166.39
					Department Total	166.39

**County of Adams**  
**Vendor Payment Report**

<u>99700</u>	<u>WIB Expenses</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	CASTILLO YVONNE	00035	898624	279181	06/02/17	19.44
	KAMMERZELL JODIE	00035	898609	279173	05/31/17	21.40
					Account Total	40.84
					Department Total	40.84

**County of Adams**  
**Vendor Payment Report**

<u>99807</u>	<u>Youth Shared Prgrm Direct Cost</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	AGUINIGA CAROL	00035	898598	279173	05/31/17	29.96
	CLARK RYNE	00035	898602	279173	05/31/17	26.21
	ELLIS CHARLES	00035	898604	279173	05/31/17	21.40
	HUTCHINS ATHENAS	00035	898608	279173	05/31/17	9.10
	MCGIRR RITA	00035	898612	279173	05/31/17	33.17
	MENDOZA MICHELLE	00035	898614	279173	05/31/17	14.44
	SCHAGER BRETT	00035	898652	279173	05/31/17	73.30
					Account Total	207.58
					Department Total	207.58

**County of Adams**  
**Vendor Payment Report**

**Grand Total**      1,692,352.77

**MINUTES OF COMMISSIONERS' PROCEEDINGS FOR  
TUESDAY, MAY 30, 2017**

1. ROLL CALL

Present: Steve O'Dorisio, Eva J. Henry, Erik Hansen and Mary Hodge  
Excused: Charles "Chaz" Tedesco

2. PLEDGE OF ALLEGIANCE

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

**Motion to Approve 3. MOTION TO APPROVE AGENDA with moving agenda item 7C1 to 5B Moved by Steve O'Dorisio, seconded by Mary Hodge, unanimously carried.**

4. AWARDS AND PRESENTATIONS (09:09 AM)

A. 17-412 Proclamation of May 2017 as ALS Awareness Month (09:09 AM)

5. PUBLIC COMMENT (09:16 AM)

A. Citizen Communication (09:17 AM)

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 (09:44 AM)

17- Resolution Authorizing Collective Bargaining for Adams County Employees  
411

**Motion to Approve 17-411 Resolution Authorizing Collective Bargaining for Adams County Employees Moved by Eva J. Henry, seconded by Mary Hodge, passed with a roll call vote 3:1.**

6. CONSENT CALENDAR (09:50 AM)

A. 17-404 List of Expenditures Under the Dates of May 15-19, 2017

B. 17-405 Minutes of the Commissioners' Proceedings from May 23, 2017

C. 17-375 Resolution Accepting a Permanent Drainage Easement from T & G Pecos, LLC, to Adams County for Drainage Purposes

D. 17-376 Resolution Accepting a Permanent Drainage Easement from CDC Investments, LLC, to Adams County for Drainage Purposes

E. 17-377 Resolution Accepting Deed Conveying Property from Peter Stephen Murray, to Adams County for the Dedication of Road Right-of-Way for West 55th Avenue

F. 17-378 Resolution Approving Amendment 1 to Land Lease Agreement between Front Range Airport and Spencer Tech, LLC, for Hangar Located at 34701 56th Avenue

G. 17-383 Resolution Approving First Amendment to Intergovernmental Agreement between Adams County and the Town of Bennett for an Office Lease at the Bennett Shared County Service Center

H. 17-384 Resolution Approving an Intergovernmental Agreement between Adams County and the City of Aurora for the Lease of Effluent to Make Up Evaporative Losses at Mann-Nyholt Lake

- I. 17-390 Resolution Approving the Intergovernmental Agreement with the City of Westminster for the Sharing of Fiber and Conduit
- J. 17-406 Resolution Appointing Daniel E. Goldberg as an Alternate Member to the Board of Fire Code Appeals
- K. 17-403 Resolution Accepting a Proposal and Awarding an Agreement to Adams County Workforce and Business Center for Workforce Innovation and Opportunity Act of 2014 One Stop Operator Services

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

7. NEW BUSINESS (09:50 AM)

A. COUNTY MANAGER (09:50 AM)

1. 17-381 Resolution Approving a Change Order to Lynch Diversified Vehicles for an Explosive Ordinance Disposal Vehicle (09:51 AM)

**Motion to Approve 1. 17-381 Resolution Approving a Change Order to Lynch Diversified Vehicles for an Explosive Ordinance Disposal Vehicle Moved by Mary Hodge, seconded by Steve O'Dorisio, unanimously carried.**

2. 17-385 Resolution Approving Amendment One to an Agreement between Adams County and the Link to Provide Juvenile Assessment Center Services (09:55 AM)

**Motion to Approve 2. 17-385 Resolution Approving Amendment One to an Agreement between Adams County and the Link to Provide Juvenile Assessment Center Services Moved by Steve O'Dorisio, seconded by Mary Hodge, unanimously carried.**

3. 17-386 Resolution Approving Amendment One to the Agreement between Adams County and Maple Star Colorado to Provide Mental Health Services for the Adams County Human Services Department

**Motion to Approve 3. 17-386 Resolution Approving Amendment One to the Agreement between Adams County and Maple Star Colorado to Provide Mental Health Services for the Adams County Human Services Department Moved by Steve O'Dorisio, seconded by Mary Hodge, unanimously carried.**

4. 17-396 Resolution Approving Amendment One to an Agreement between Adams County and Family Tree to Provide Home Based Intervention Services

**Motion to Approve 4. 17-396 Resolution Approving Amendment One to an Agreement between Adams County and Family Tree to Provide Home Based Intervention Services Moved by Steve O'Dorisio, seconded by Mary Hodge, unanimously carried.**

5. 17-395 Resolution Accepting a Proposal and Awarding an Agreement to Economic & Planning Systems, Inc., for the Local Financing Study Consultant Services for Adams County (09:57 AM)

**Motion to Approve 5. 17-395 Resolution Accepting a Proposal and Awarding an Agreement to Economic & Planning Systems, Inc., for the Local Financing Study Consultant Services for Adams County Moved by Erik Hansen, seconded by Mary Hodge, unanimously carried.**

B. COUNTY ATTORNEY (10:06 AM)

1. 17-407 First Reading of Adams County Ordinance No. 9: Adams County Traffic Code (10:06 AM)

C. BOARD OF COUNTY COMMISSIONERS

8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for the Purpose of Receiving Legal Advice Regarding Marijuana Sales Tax (10:07 AM)

**Motion to Approve 8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for the Purpose of Receiving Legal Advice Regarding Marijuana Sales Tax Moved by Erik Hansen, seconded by Steve O'Dorisio, unanimously carried.**

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



# Adams County Treasurer's Summary

<b>Start Date</b>	05/01/17
<b>End Date</b>	05/31/17

COUNTY FUNDS	Beginning Balance	Property Taxes	Specific Ownership	Other Revenue	Transfers	Treasurer's Fee	Disburse	Ending Balance	Difference
0001 COUNTY GENERAL	\$151,783,346.77	\$18,642,560.21	\$0.00	\$4,560,668.68	(\$1,494,815.17)	(\$279,667.79)	(\$12,007,920.65)	\$161,204,172.05	\$0.00
0004 CAPITAL FACILITIES	\$13,435,635.44	\$0.00	\$0.00	\$6,592,984.30	\$1,730,758.99	\$0.00	(\$11,012,184.96)	\$10,747,193.77	\$0.00
0005 GOLF OPNS (ENTERPRISE)	\$1,738,100.42	\$0.00	\$0.00	\$404,486.31	(\$2,740.74)	\$0.00	(\$166,943.22)	\$1,972,902.77	\$0.00
0006 INTERNAL SVC (EQUIP SVC)	\$15,736,918.49	\$0.00	\$0.00	\$22,522.83	\$402,224.28	\$0.00	(\$1,676,160.68)	\$14,485,504.92	\$0.00
0007 STORMWATER UTILITY FEE	\$5,361,280.86	\$14,909.61	\$0.00	\$500,949.65	\$3,628.28	(\$223.66)	(\$37,459.20)	\$5,843,085.54	\$0.00
0011 SHERIFF SUBSTATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$6,000.00)	(\$6,000.00)	\$0.00
0013 ROAD & BRIDGE	\$57,384,150.22	\$1,046,335.78	\$1,030,246.60	\$923,030.56	(\$45,534.49)	(\$15,696.64)	(\$1,705,613.83)	\$58,616,918.20	\$0.00
0015 SOC SVCS (WELFARE)	\$11,338,242.25	\$1,893,868.21	\$0.00	\$5,629,285.97	(\$402,243.82)	\$0.00	(\$3,859,491.02)	\$14,599,661.59	\$0.00
0019 INSUR CLAIMS & RESERVES	\$6,989,820.68	\$0.00	\$0.00	\$163,775.27	\$1,447,427.88	\$0.00	(\$1,863,841.45)	\$6,737,182.38	\$0.00
0020 DEVELOPMENTALLY DISABLED	\$1,150,943.94	\$206,852.60	\$0.00	\$0.00	\$0.00	(\$3,102.98)	(\$373,645.66)	\$981,047.90	\$0.00
0024 CONSERVATION TRUST FUND	\$1,702,095.27	\$0.00	\$0.00	\$3,379.54	(\$16,385.81)	\$0.00	(\$34,807.11)	\$1,654,281.89	\$0.00
0025 WASTE MANAGEMENT FUND	\$4,438,372.80	\$0.00	\$0.00	\$49,965.30	(\$244.18)	\$0.00	(\$59,319.90)	\$4,428,774.02	\$0.00
0027 OPEN SPACE PROJECTS FUND	\$4,099,450.25	\$0.00	\$0.00	\$8,333.74	(\$13,708.59)	\$0.00	(\$46,443.19)	\$4,047,632.21	\$0.00
0028 OPEN SPACE SALES TAX FUND	\$32,879,128.39	\$0.00	\$0.00	\$25,780.02	\$1,433,873.35	\$0.00	(\$2,455,272.21)	\$31,883,509.55	\$0.00
0029 DIA NOISE MITIGATION FUND	\$2,023,978.99	\$0.00	\$0.00	\$1,263.86	\$0.00	\$0.00	\$0.00	\$2,025,242.85	\$0.00
0030 COMM DEV BLK GRANT AD CO	\$996,350.34	\$0.00	\$0.00	\$99,855.18	(\$4,712.42)	\$0.00	(\$61,555.84)	\$1,029,937.26	\$0.00
0031 HEAD START	\$194,532.22	\$0.00	\$0.00	\$417,011.79	(\$38,251.29)	\$0.00	(\$343,019.69)	\$230,273.03	\$0.00
0034 COMM SERV BLOCK GRANT	(\$18,607.65)	\$0.00	\$0.00	\$15,069.10	(\$27,876.29)	\$0.00	(\$47,599.64)	(\$79,014.48)	\$0.00
0035 EMPLOYMENT CENTER (JTPA)	(\$61,650.69)	\$0.00	\$0.00	\$872,563.99	(\$90,223.44)	\$0.00	(\$377,327.34)	\$343,362.52	\$0.00
0043 FRONT RANGE AIRPORT	\$2,206,850.10	\$0.00	\$0.00	\$183,704.96	(\$28,369.43)	\$0.00	(\$207,135.15)	\$2,155,050.48	\$0.00
0044 WASTE WATER TREATMENT PLANT	\$29,964.28	\$0.00	\$0.00	\$761.80	\$0.00	\$0.00	(\$8,599.70)	\$22,126.38	\$0.00
5410 SHERIFFS COMMISSARY	\$2,384,541.57	\$0.00	\$0.00	\$95,979.04	(\$123,559.48)	\$0.00	\$0.00	\$2,356,961.13	\$0.00
5420 SHERIFFS INTEL CONFIS	\$63,944.85	\$0.00	\$0.00	\$1,717.64	\$0.00	\$0.00	\$0.00	\$65,662.49	\$0.00
5430 SHERIFFS REC & FLOWER	\$8,704.17	\$0.00	\$0.00	\$0.30	(\$160.88)	\$0.00	\$0.00	\$8,543.59	\$0.00
5460 AIRPORT NOISE	\$1,007,768.03	\$0.00	\$0.00	(\$3,018.04)	\$0.00	\$0.00	\$0.00	\$1,004,749.99	\$0.00
5480 SALES TAX RECEIPT ACCT	\$211,069.65	\$0.00	\$0.00	\$4,304,453.99	(\$4,310,023.86)	\$0.00	\$0.00	\$205,499.78	\$0.00
<b>Total:</b>	<b>\$317,084,931.64</b>	<b>\$21,804,526.41</b>	<b>\$1,030,246.60</b>	<b>\$24,874,525.78</b>	<b>(\$1,580,937.11)</b>	<b>(\$298,691.07)</b>	<b>(\$36,350,340.44)</b>	<b>\$326,564,261.81</b>	<b>\$0.00</b>

Bridgette C. Gunn



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 20, 2017
<b>SUBJECT:</b> Resolution approving right-of-way agreement between Adams County and Sun Enterprises, Inc., for property necessary for the York Street Improvements Project - York Street from East 78 <sup>th</sup> Avenue to Highway 224
<b>FROM:</b> Jeffery Maxwell, P.E., PTOE, Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

### **BACKGROUND:**

Adams County is in the process of acquiring right-of-way and temporary construction easements for street improvements along York Street from East 78<sup>th</sup> Avenue to Highway 224 that includes reconstructing the roadway, improving drainage, and installing curb, gutter, sidewalk and accessible curb ramps in compliance with the Americans with Disabilities Act. Attached is a copy of the right-of-way agreement between Adams County and Sun Enterprises, Inc., for dedication of road right-of-way. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

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

### **ATTACHED DOCUMENTS:**

Draft resolution and right-of-way agreement.

**FISCAL IMPACT:**

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

<b>Fund: 13</b>
<b>Cost Center: 3056</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561701	\$1,842.00
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u><u>\$1,842.00</u></u>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

Total project budget is \$3,000,000

**Draft Resolution**

**BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS  
COUNTY AND SUN ENTERPRISES, INC., FOR PROPERTY NECESSARY FOR THE  
YORK STREET IMPROVEMENTS PROJECT –  
YORK STREET FROM EAST 78<sup>TH</sup> AVENUE TO HIGHWAY 224**

Resolution 2017-

WHEREAS, Adams County is in the process of acquiring right-of-way and a temporary construction easement along York Street for the York Street Improvements Project - York Street from East 78<sup>th</sup> Avenue to Highway 224; and,

WHEREAS, the project includes installation and construction of curb, gutter, sidewalk and accessible curb ramps for street improvements for the use of the public within the right-of-way of York Street; and,

WHEREAS, this fee parcel acquisition is located in the Southeast Quarter of Section 35, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, and owned by Sun Enterprises, Inc. (“Parcel 26”); and,

WHEREAS, Adams County requires ownership of Parcel 26 for construction of the street improvements; and,

WHEREAS, Sun Enterprises, Inc., is willing to sell Parcel 26 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

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

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

## Right-of-Way Agreement

This Agreement is made and entered into by and between **Sun Enterprises, Inc**, whose address is **8877 Washington Street Denver, Colorado 80229** (“Owner”), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 (“County”) for the conveyance of rights-of-way on property located at **2260 East 74<sup>th</sup> Place, Denver, Colorado 80229**, hereinafter (the “Property”) for the York Street Improvements Project – York Street from East 78<sup>th</sup> Avenue to Highway 224 (the “Project”). The legal description and conveyance documents for the interests on said Property are set forth in **Exhibit A** attached hereto and incorporated herein by this reference.

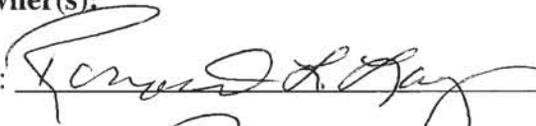
The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **ONE THOUSAND EIGHT HUNDRED FORTY-TWO AND NO/100’S DOLLARS (\$1,842.00)** including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

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

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date of **March 23, 2017**.
3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner’s property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
5. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.

6. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
7. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.
8. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

**Owner(s):**

By: 

Printed Name: RONALD L. LINK

Title: Pres.

**Approved:**

BOARD OF COUNTY COMMISSIONERS-COUNTY OF ADAMS, STATE OF COLORADO

\_\_\_\_\_

Chair

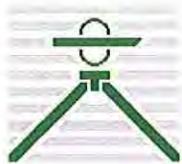
\_\_\_\_\_

Date

Approved as to Form:

\_\_\_\_\_

County Attorney



# Drexel, Barrell & Co.

MAY 2, 2016

Engineers/Surveyors

Boulder  
Colorado Springs  
Greeley

1800 38<sup>th</sup> Street  
Boulder, CO 80301-2620

303.442.4338  
303.442.4373 Fax

## LEGAL DESCRIPTION PARCEL 26 RIGHT-OF-WAY DEDICATION

A TRACT OF LAND LOCATED IN THE SE1/4 OF SECTION 35, T2S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE E1/4 CORNER OF SAID SECTION 35 AND CONSIDERING THE EAST LINE OF SAID SE1/4 TO BEAR S00°01'12"W, THENCE S03°13'15"W, 911.99 FEET TO THE WESTERLY LINE OF YORK STREET, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

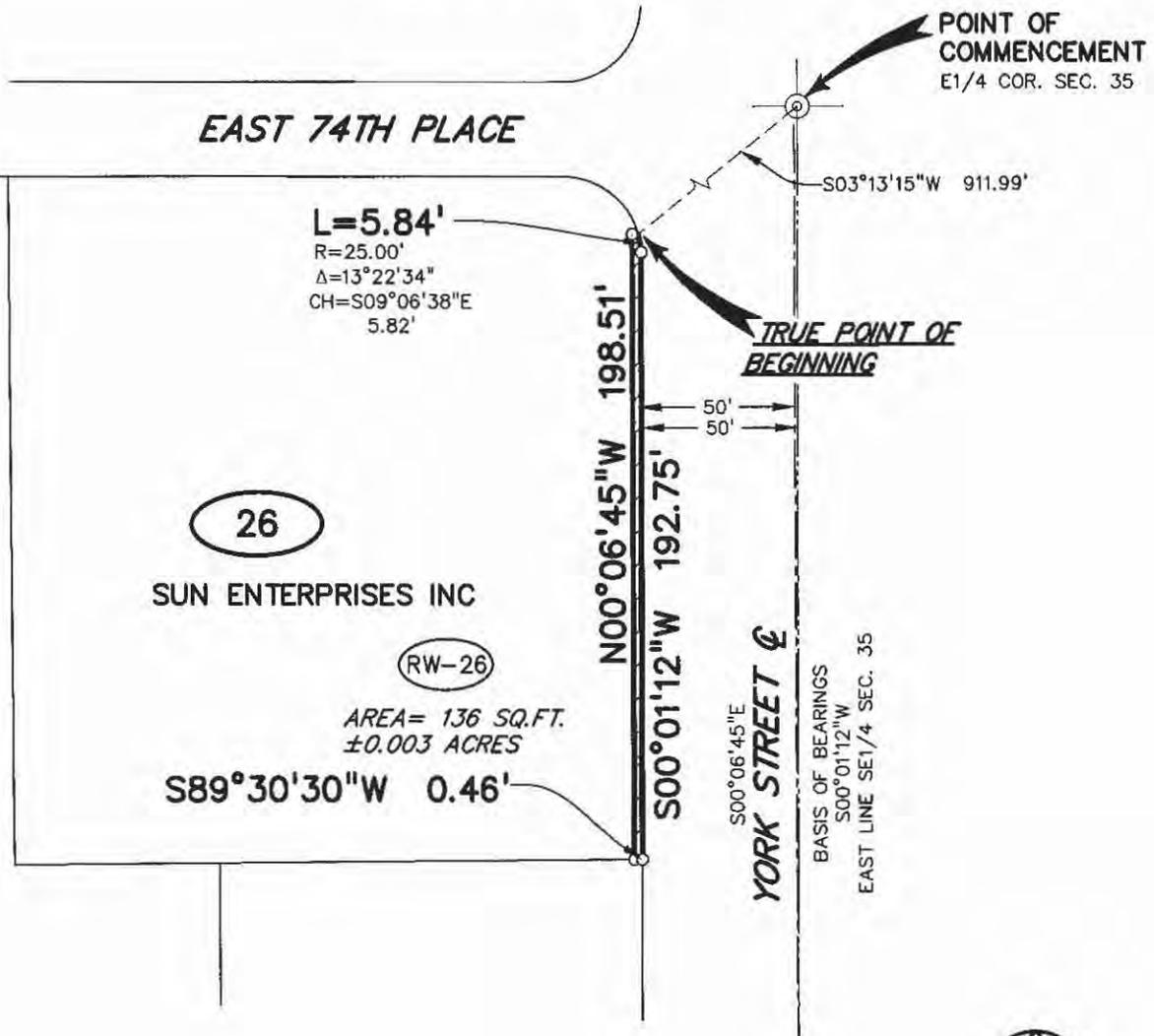
THENCE SOUTHERLY, 5.84 FEET ALONG SAID WESTERLY LINE AND ALONG THE ARC OF A CURVE CONCAVE TO THE WEST, THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 13°22'34" AND BEING SUBTENDED BY A CHORD THAT BEARS S09°06'38"E, 5.82 FEET; THENCE S00°01'12"W, 192.75 FEET ALONG SAID WESTERLY LINE TO THE SOUTHERLY LINE OF LOT 7, REPLAT OF MAZONE SUBDIVISION AS RECORDED IN THE ADAMS COUNTY RECORDS; THENCE S89°30'30"W, 0.46 FEET ALONG SAID SOUTHERLY LINE OF LOT 7; THENCE N00°06'45"W, 198.51 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.003 ACRES OR 136 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:  
MATHEW E. SELDERS  
DREXEL, BARRELL & CO.  
1800 38TH STREET  
BOULDER, CO 80301  
(303) 442-4338



# EXHIBIT PARCEL 26 R.O.W. DEDICATION



SCALE 1" = 60'

**NOTES**

1. THIS MAP IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
2. INFORMATION PERTAINING TO OWNERSHIP & RIGHT-OF-WAY IS BASED UPON PUBLIC INFORMATION AVAILABLE FROM THE ADAMS COUNTY ASSESSORS OFFICE, AND DOES NOT CONSTITUTE A TITLE SEARCH BY DREXEL, BARRELL & CO. TO DETERMINE OWNERSHIP & EASEMENTS OF RECORD.

IN ACCORDANCE WITH CRS 13-80-105;  
**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 ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.



**Drexel, Barrell & Co.**      **Engineers/Surveyors**  
 1600 38TH STREET    BOULDER, COLORADO 80301    (303) 442-4338

BOULDER, COLORADO    (303) 442-4338  
 COLORADO SPRINGS, COLORADO    (719) 280-0887  
 GREELEY, COLORADO    (970) 351-0845

Revisions - Date	Date 4-21-16	Drawn By JRF	Job No. <b>20805</b>
	Scale 1"=60'	Checked By MES	Drawing No. <b>IN FILE</b>



**PUBLIC HEARING AGENDA ITEM**

<b>DATE OF PUBLIC HEARING:</b> June 20, 2017	
<b>SUBJECT:</b>	Install and maintain a Propel Wellness Software System with CareHere Management, PLLC
<b>FROM:</b>	Raymond Gonzales, Interim County Manager; Patti Duncan, Interim Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Purchasing Manager
<b>AGENCY/DEPARTMENT:</b>	Human Resources Department
<b>HEARD AT STUDY SESSION ON:</b>	N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b>	That the Board of County Commissioners approves the Second Amendment to install and maintain the Propel Wellness Software System with CareHere Management, PLLC.

**BACKGROUND:**

Currently, the Human Resources Department has a health and wellness program that is utilizing the Connect Employee Wellness Software from a third party vendor, at no additional cost to the County, through CareHere Management, PLLC. This software has not been updated since it has been installed in 2015 and it has limited capabilities to offer the County’s employees. In addition, the third party vendor was purchased by another company. CareHere Management, PLLC, researched other providers and determined the Propel Wellness Software System provides an extensive range of functionality to support employees and the County’s wellness program by improving employee engagement in healthy activities.

The Propel Wellness Software System is a personal dashboard designed to reinforce Human Resources’ wellness culture for all employees. It includes activity tracking, goal setting, competitions, social networking, messaging, and a mobile capability to sustain interest and participation for all County employees. This product also includes a personal health manager and a wellness incentive section to motivate and reinforce positive behaviors.

The Human Resources Department is requesting to change its current employee wellness software to the Propel Wellness Software System. The Human Resources staff finds the software and services provided by this system to be superior to Connect Software due to the value the new software brings to County employees. It is recommended that the Second Amendment to the agreement to install and maintain the Propel Wellness Software System be approved with CareHere Management, PLLC, at the fair and reasonable not to exceed amount of \$14,320.00.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Human Resources Department

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

<b>Fund:</b> 00019
<b>Cost Center:</b> 8622

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7680		\$305,000.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/> <hr/> <b>\$305,000.00</b>

**New FTEs requested:**             YES             NO

**Future Amendment Needed:**     YES             NO

**Additional Notes:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE SECOND AMENDMENT TO AGREEMENT BETWEEN  
ADAMS COUNTY AND CAREHERE MANAGEMENT, PLLC, TO INSTALL AND  
MAINTAIN THE PROPEL WELLNESS SOFTWARE SYSTEM

WHEREAS, the Board of County Commissioners approved an agreement for an employee health clinic with CareHere Management, PLLC, in 2015; and,

WHEREAS, CareHere Management, PLLC, agrees to install and maintain the Propel Wellness Software System in the amount of \$14,320.00 in 2017; and,

WHEREAS, the Human Resources Department is pleased with the work provided by CareHere Management, PLLC, and recommends approval of the Second Amendment.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado that the Second Amendment to the Agreement between Adams County and CareHere Management, PLLC, be approved.

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



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 20, 2017
<b>SUBJECT:</b> Abatements
<b>FROM:</b> Kerri A. Booth, Assistant County Attorney
<b>AGENCY/DEPARTMENT:</b> County Attorney
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approve the recommendations of the Assessor's Office for the attached abatement petitions.

### **BACKGROUND:**

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

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Assessor's Office

### **ATTACHED DOCUMENTS:**

Resolution  
Summary Findings and Recommendations of the Assessor's Office

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<hr/> <hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

**RESOLUTION APPROVING ABATEMENT PETITIONS AND AUTHORIZING THE REFUND OF TAXES FOR ACCOUNT NUMBERS R0122216, R0103571, R0180897, R0186840, R0174922, R0187318, R0187317, R0187316, R0187315, and R0187314**

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

WHEREAS, the attached petitions for account numbers R0122216, R0103571, R0180897, R0186840, R0174922, R0187318, R0187317, R0187316, R0187315, and R0187314 have been processed, reviewed and approved by the Adams County Assessor's Office; and,

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

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

WHEREAS, for account number R0122216, approval by the Board of County Commissioners shall be forwarded as a recommendation to the Colorado Property Tax Administrator for review and approval as required by C.R.S. §§ 39-1-113(3) and 39-2-116.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the abatement petitions for account numbers R0122216, R0103571, R0180897, R0186840, R0174922, R0187318, R0187317, R0187316, R0187315, and R0187314 are hereby approved.

BE IT FURTHER RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the resolution approving the petition for account number R0122216 be forwarded, for review, to the Colorado Property Tax Administrator to approve the abatement petition for the Property.

# APPROVED

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVE

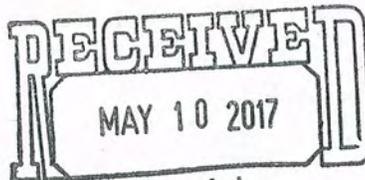
NAME	JMA FAMILY LIMITED PARTNERSHIP
ACCOUNT#	R0122216
PARCEL#	01573-23-0-05-017

TAX YEAR	2016			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$457,817	\$132,770	112.066	\$14,879.00
REVISED	\$4,241	\$1,230	112.066	\$137.84
ABATED	\$453,576	\$131,540	112.066	\$14,741.16

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

REASON FOR ABATEMENT AND DECISION COMMENTS

LAND CLASSIFICATION WAS CHANGED TO VACANT COMMERCIAL FROM AGRICULTURAL FOR '16. NO ACTIVITY EVIDENT. SPOKE W/ JAY HILL (720-301-0547), EXPL REQUIREMENTS JM



Office of the  
Adams County Attorney

PETITION FOR ABATEMENT OR REFUND OF TAXES

RECEIVED

County: Adams

Date Received \_\_\_\_\_  
(Use Assessor's or Commissioners' Date Stamp)

APR 24 2017

Section I: Petitioner, please complete Section I only.

Date: April 24<sup>th</sup> 2017  
Month Day Year

OFFICE OF THE  
ADAMS COUNTY ASSESSOR

Petitioner's Name: JMA Family Limited Partnership  
Petitioner's Mailing Address: 9110 N. Washington St  
Thornton CO 80229  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>0157323005017</u>	
<u>R0122216</u>	

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

The classification for this property was erroneously changed from Agriculture to Vacant Commercial and the Assessors office agreed to change it back.

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

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

JMA FLP by Jay Hill Daytime Phone Number (303) 287-3264  
Petitioner's Signature

By \_\_\_\_\_ Daytime Phone Number ( )  
Agent's Signature\*

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

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

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

Tax Year 2016

	Actual	Assessed	Tax
Original	<u>457,817</u>	<u>132,770</u>	<u>\$14,879.00</u>
Corrected	<u>4241</u>	<u>1230</u>	<u>\$127.84</u>
Abate/Refund	<u>453,576</u>	<u>131,540</u>	<u>\$14,741.16</u>

Assessor recommends approval as outlined above.

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

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

Assessor recommends denial for the following reason(s):

Daisy Melonales  
Assessor's or Deputy Assessor's Signature

SCANNED  
APR 25 2017

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

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

**Section III: Written Mutual Agreement of Assessor and Petitioner**

(Only for abatements up to \$10,000)

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

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

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

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

\_\_\_\_\_  
Petitioner's Signature Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature Date

**Section IV: Decision of the County Commissioners**

(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of ADAMS County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor PATSY MELONAKIS (being present--not present) and

Petitioner JMA FAMILY LIMITED PARTNERSHIP (being present--not present), and WHEREAS, the said

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (~~agrees--does not agree~~) with the recommendation of the Assessor, and that the petition be (~~approved--approved in part--denied~~) with an abatement/refund as follows:

<u>2010</u>	<u>\$4241.10</u>	<u>\$14,741.10</u>
Year	Assessed Value	Taxes Abate/Refund

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

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

**Section V: Action of the Property Tax Administrator**

(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby  
 Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_  
Secretary's Signature Property Tax Administrator's Signature Date

# APPROVED

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVE

NAME	ROTH WILLIAM J
ACCOUNT#	R0103571
PARCEL#	01825-10-4-06-009

TAX YEAR	2015			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$680,400	\$197,320	94.532	\$18,653.05
REVISED	\$550,000	\$159,500	94.532	\$15,077.85
ABATED	\$130,400	\$37,820	94.532	\$3,575.20

TAX YEAR	2016			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$680,400	\$197,320	106.977	\$21,108.70
REVISED	\$550,000	\$159,500	106.977	\$17,062.83
ABATED	\$130,400	\$37,820	106.977	\$4,045.87

REASON FOR ABATEMENT AND DECISION COMMENTS

THE ABATEMENT PETITION FOR 2015-16 IS APPROVED AT \$550,000. SUBJECT'S ACTUAL LEASE SHOWS A MODIFIED GROSS LEASE AT \$7.50PSF LANDLORD PAYS TAXES AND RESERVES.

RECEIVED  
MAY 10 2017  
Office of the  
Adams County Attorney

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

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

RECEIVED

Section I: Petitioner, please complete Section I only.

Date: 3/7/17

MAR 20 2017

Petitioner's Name: William J. Roth
Petitioner's Mailing Address: 8100 E. Union Ave. #1703
Denver Colorado 80237

OFFICE OF THE ADAMS COUNTY ASSESSOR

SCHEDULE OR PARCEL NUMBER(S) 182510406009
PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY 321 E. 57th Ave. Denver, Co 80216 Unincorporated Adams County

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

This is an older 9600 sq.ft. medal building (1970) sitting on .54 Acres of ground. Which is a very small lot for a warehouse. No room for parking semi's or trucks. Has only a few parking spaces for the employees upfront. It is in very poor condition. The interior of this building needs lots of work. (\$150,000-\$200,000 in repairs). Between the years 2015 - 2017, I believe the value of the building did not go up since the condition of the property is getting worst every year. I would love to meet and show you the property at your convience.

Petitioner's estimate of value: \$ 550,000 (2015) and \$ 550,000 (2016)

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

Petitioner's Signature: [Signature] Daytime Phone Number (303) 521-7684
By: [Signature] Agent's Signature\* Daytime Phone Number ( )

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

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-126, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation (For Assessor's Use Only)
Table with columns: Tax Year, Actual, Assessed, Tax. Rows: Original, Corrected, Abate/Refund. Includes checkboxes for Assessor's recommendation and protest status.

SCANNED

MAR 20 2017

# APPROVED

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVE

NAME	NEXT GENERATION PROPERTIES OF NEBRASKA LLC
ACCOUNT#	R0180897
PARCEL#	01569-08-1-05-119

TAX YEAR	2015			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$1,740,375	\$504,710	100.424	\$50,685.00
REVISED	\$1,674,000	\$485,460	100.424	\$48,751.84
ABATED	\$66,375	\$19,250	100.424	\$1,933.16

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

REASON FOR ABATEMENT AND DECISION COMMENTS

THE ABATEMENT PETITION FOR TAX YEAR 2015 IS APPROVED @ \$1,674,000 TO MATCH THE BAA DOCKET #69311 DECISION FOR 2016.

**RECEIVED**  
MAY 10 2017  
Office of the  
Adams County Attorney

**PETITION FOR ABATEMENT OR REFUND OF TAXES**

County: Adams

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

**FEB 02 2017**

**Section I: Petitioner, please complete Section I only.**

Date: January 09 2017  
Month Day Year

**OFFICE OF THE  
ADAMS COUNTY ASSESSOR**

Petitioner's Name: Next Generation properties of Nebraska LLC  
 Petitioner's Mailing Address: c/o Joseph C. Sansone Company, David Johnson  
18040 Edison Avenue Chesterfield MO 63005  
 City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>0156908105119</u>	<u>0 Brighton, CO. 80601</u>
<u>20180897</u>	

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

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

Petitioner's estimate of value: \$ 1,674,000.00 ( 2015 )  
Value Year

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

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

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

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

Section II:		Assessor's Recommendation	
		(For Assessor's Use Only)	
		Tax Year <u>2015</u>	
	Actual	Assessed	Tax
Original	<u>1,740,375</u>	<u>504,710</u>	<u>\$506,851.00</u>
Corrected	<u>1,674,000</u>	<u>485,460</u>	<u>\$487,751.84</u>
Abate/Refund	<u>66,375</u>	<u>19,250</u>	<u>\$19,331.16</u>

Assessor recommends approval as outlined above.

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

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

Assessor recommends denial for the following reason(s):

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

# APPROVED

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVE

NAME	BIG DRY CREEK INVESTORS LLC
ACCOUNT#	R0186840
PARCEL#	01573-14-3-01-005

TAX YEAR	2016			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$264,332	\$76,660	107.466	\$8,238.34
REVISED	\$900	\$260	107.466	\$27.94
ABATED	\$263,432	\$76,400	107.466	\$8,210.40

TAX YEAR				
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL		\$0	106.977	\$0.00
REVISED		\$0	106.977	\$0.00
ABATED	\$0	\$0	106.977	\$0.00

REASON FOR ABATEMENT AND DECISION COMMENTS

PETITION FOR ABATEMENT WAS GRANTED. THIS PROPERTY IS IN THE BIG DRY CREEK FLOODWAY AND CAN'T BE BUILT ON. IT IS IN THE PROCESS OF BEING TRANSFERRED TO THE CITY.

**RECEIVED**  
MAY 10 2017  
Office of the  
Adams County Attorney

PETITION FOR ABATEMENT OR REFUND OF TAXES

County ADAMS

Date Received \_\_\_\_\_  
(Use Additional sheets for additional Tax Stamps)

Section I: Petitioner, please complete Section I only

Date March 27 2017  
Month Day Year

Petitioner's Name Big Dry Creek Investors LLC - TOM CASTLE

Petitioner's Mailing Address 2761 Kendrick Street  
Golden CO 80401  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S) 0157314301005 PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY Stargate Charter School Subd Tract B  
R0187840

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

Petitioner's estimate of value: \$ 900 2016  
Value Year

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

[Signature]  
 Petitioner's Signature

Daytime Phone Number 303.370-7483

Email tcastle@sull.vanhayes.com

By \_\_\_\_\_  
 Agent's Signature

Daytime Phone Number \_\_\_\_\_

Email \_\_\_\_\_

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

The Board of County Commissioners, pursuant to § 30-10-114 C.R.S., in the Property Tax Administration, pursuant to § 40-2-119 C.R.S., grants the petitioner's request for abatement of taxes in whole or in part. The Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 30-2-124 C.R.S. within thirty days of the entry of any such decision. § 30-10-114 C.R.S.

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

Tax Year 2016

	Actual	Assessed	Tax
Original	<u>264332</u>	<u>76660</u>	<u>8238.34</u>
Corrected	<u>900</u>	<u>260</u>	<u>27.94</u>
Abate/Refund	<u>263432</u>	<u>76400</u>	<u>8210.40</u>

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer. § 30-10-114 C.R.S.

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

Assessor recommends denial for the following reason(s):

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

# APPROVED

ABATEMENT / COMMERCIAL

APPROVAL STATUS STIPULATED

NAME	8383 ROSEMARY LLC
ACCOUNT#	R0174922
PARCEL#	01721-28-3-09-001

TAX YEAR	2016			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$729,951	\$211,690	87.516	\$18,526.26
REVISED	\$625,110	\$181,280	87.516	\$15,864.90
ABATED	\$104,841	\$30,410	87.516	\$2,661.36

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

REASON FOR ABATEMENT AND DECISION COMMENTS

2016 VALUE STIPULATED TO MARKET PER EH

**RECEIVED**  
MAY 10 2017

Office of the  
Adams County Attorney

RECEIVED

FEB 10 2017

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received **ADAMS COUNTY ASSESSOR**  
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

MEISSNER ASSOCIATES

Date: February 10, 2017  
Month Day Year

P.O. Box 630408  
Littleton, CO 80163-0408  
303-649-9550 720-223-6127 fax  
meissners@comcast.net

Petitioner's Name: 8383 Rosemary LLC  
Petitioner's Mailing Address: 644 W Oak Hill Ln  
Castle Rock CO 80108  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
R0174922	8383 Rosemary Street, Commerce City

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

This protest addresses the OVERVALUATION of the above mentioned restaurant use commercial property located in Commerce City. The subject property sold in May 2016 for \$320,000. We understand that this transaction is outside the base period, but it is a clear indicator that the 2016 assessment of \$729,951 is excessive. The subject was in poor physical condition at the time of sale and the years preceding. Please consider the attached base period sales of restaurant properties in the north Metro area. In addition, assessment comparables are attached from the immediate area as additional proof of over-assessment. We respectfully request that the 2016 value be adjusted from \$729,951 to \$320,000 based on this information.

Petitioner's estimate of value: \$ 320,000 ( 2016 )  
Value Year

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

Daytime Phone Number ( )  
Email  
By [Signature] Daytime Phone Number ( 303 ) 649-9550  
Agent's Signature\* Email meissners@comcast.net

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

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

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

Tax Year 2016

	Actual	Assessed	Tax
Original	<u>729,951</u>	<u>211,690</u>	<u>\$ 18,526.26</u>
Corrected	<u>625,110</u>	<u>181,280</u>	<u>\$ 15,864.90</u>
Abate/Refund	<u>104,841</u>	<u>30,410</u>	<u>\$ 2,661.36</u>

Assessor recommends approval as outlined above.

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

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

Assessor recommends denial for the following reason(s):

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

**APPROVED**

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVED

NAME	TRANSIT MANAGEMENT LLC
ACCOUNT#	R0187318
PARCEL#	01719-35-2-33-029

TAX YEAR	2016			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$245,913	\$71,310	106.977	\$7,628.53
REVISED	\$191,302	\$55,480	106.977	\$5,935.08
ABATED	\$54,611	\$15,830	106.977	\$1,693.45

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

REASON FOR ABATEMENT AND DECISION COMMENTS

ADJUSTING THE 2016 VALUE PER STIPULATION TO EQUALIZE THESE CONDO'S TO OTHER UNITS IN THE COMPLEX PER EH

**RECEIVED**  
MAY 25 2017

Office of the  
Adams County Attorney

**APPROVED**

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVED

NAME	TRANSIT MANAGEMENT LLC
ACCOUNT#	R0187317
PARCEL#	01719-35-2-33-028

TAX YEAR	2016			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$180,796	\$52,430	106.977	\$5,608.80
REVISED	\$116,000	\$33,640	106.977	\$3,598.71
ABATED	\$64,796	\$18,790	106.977	\$2,010.10

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

REASON FOR ABATEMENT AND DECISION COMMENTS

ADJUSTING THE 2016 VALUE PER STIPULATION TO EQUALIZE THESE CONDO'S TO OTHER UNITS IN THE COMPLEX PER EH

**APPROVED**

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVED

NAME	TRANSIT MANAGEMENT LLC
ACCOUNT#	R0187316
PARCEL#	01719-35-2-33-027

TAX YEAR	2016			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$239,808	\$69,540	106.977	\$7,439.18
REVISED	\$184,805	\$53,590	106.977	\$5,732.90
ABATED	\$55,003	\$15,950	106.977	\$1,706.28

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

REASON FOR ABATEMENT AND DECISION COMMENTS

ADJUSTING THE 2016 VALUE PER STIPULATION TO EQUALIZE THESE CONDO'S TO OTHER UNITS IN THE COMPLEX PER EH

APPROVED

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVED

NAME	TRANSIT MANAGEMENT LLC
ACCOUNT#	R0187315
PARCEL#	01719-35-2-33-026

TAX YEAR	2016			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$119,749	\$34,730	106.977	\$3,715.31
REVISED	\$47,206	\$13,690	106.977	\$1,464.52
ABATED	\$72,543	\$21,040	106.977	\$2,250.80

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

REASON FOR ABATEMENT AND DECISION COMMENTS

ADJUSTING THE 2016 VALUE PER STIPULATION TO EQUALIZE THESE CONDO'S TO OTHER UNITS IN THE COMPLEX PER EH

# APPROVED

ABATEMENT / COMMERCIAL

APPROVAL STATUS APPROVED

NAME	TRANSIT MANAGEMENT LLC
ACCOUNT#	R0187314
PARCEL#	01719-35-2-33-025

TAX YEAR	2016			
	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL	\$180,796	\$52,430	106.977	\$5,608.80
REVISED	\$116,000	\$33,640	106.977	\$3,598.71
ABATED	\$64,796	\$18,790	106.977	\$2,010.10

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

REASON FOR ABATEMENT AND DECISION COMMENTS

ADJUSTING THE 2016 VALUE PER STIPULATION TO EQUALIZE THESE CONDO'S TO OTHER UNITS IN THE COMPLEX PER EH

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams County

Date Received \_\_\_\_\_  
(Use Assessor's or Commissioners' Date Stamp)

**RECEIVED**

FEB 10 2017

**Section I: Petitioner, please complete Section I only.**

Date: 2-1-2016  
Month Day Year

Petitioner's Name: Chris Zueger

Petitioner's Mailing Address: 3176 South Peoria Court # 200  
Aurora CO 80014  
City or Town State Zip Code

OFFICE OF THE  
ADAMS COUNTY ASSESSOR

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
17 1935233025,(26),(27),(28),(29)	886, 884, 882, 868, 866 E 78th Ave

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

886, 884, 882, 868, 866 E 78th Ave. Have similar improvements as the other industrial condos in the same development. The footprint of each of these units are exactly the same as others indicated on the attached spreadsheet SEE Exhibit # 1. The units are identical in construction and equipment. Comp parcels 812, 822, 824, 826, 828, 842, 844, 846, 848, 862, 864 E 78th Ave are being assessed exactly the same at (Actual Value/SqFeet) \$61.87 while petition property is ranging from \$79.53 upto \$156.94.

Petitioner's estimate of value: \$ see table (2016+)  
Value Year

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

[Signature]  
Petitioner's Signature

Daytime Phone Number (303) 596-0566

Email c.zueger@synapticusa.com CKZLLC@comcast.net

By \_\_\_\_\_  
Agent's Signature\*

Daytime Phone Number ( ) \_\_\_\_\_

Email \_\_\_\_\_

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

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

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

Tax Year: 2016

	Actual	Assessed	Tax
Original	<u>9167062</u>	<u>280450</u>	<u>30001.70</u>
Corrected	<u>1655313</u>	<u>190040</u>	<u>20329.91</u>
Abate/Refund	<u>291749</u>	<u>90410</u>	<u>91671.79</u>

*Inclusive of all 5 parcels - a breakdown of each one is attached*

Assessor recommends approval as outlined above.

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

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

Assessor recommends denial for the following reason(s): \_\_\_\_\_

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

15-DPT-AR No. 920-66/15

SCANNED

FEB 14 2017



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 20, 2017
<b>SUBJECT:</b> Acceptance of Warranty Deed from J & J Scott Family Partnership LLLP
<b>FROM:</b> Jeffery Maxwell, P.E., PTOE, Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Warranty Deed by resolution

### **BACKGROUND:**

Adams County is acquiring property in conjunction with the Kenwood Outfall Storm Sewer and Roadway Improvements Project, located in the Northwest Quarter of Section 32, Township 2 South, Range 67 West of the 6<sup>th</sup> Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

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

### **ATTACHED DOCUMENTS:**

Draft Resolution and Warranty Deed

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<hr/> <hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

**Draft Resolution**

**BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION ACCEPTING A WARRANTY DEED FROM J & J SCOTT FAMILY  
PARTNERSHIP LLLP TO ADAMS COUNTY CONVEYING PROPERTY FOR RIGHT-  
OF-WAY PURPOSES**

**Resolution 2017-**

WHEREAS, Adams County received a Warranty Deed in 2010 for right-of-way dedication for East 76<sup>th</sup> Avenue and Kenwood Street in conjunction with the Kenwood Outfall Storm Sewer and Roadway Improvements Project, located in the Northwest Quarter of Section 32, Township 2 South, Range 67 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado; and,

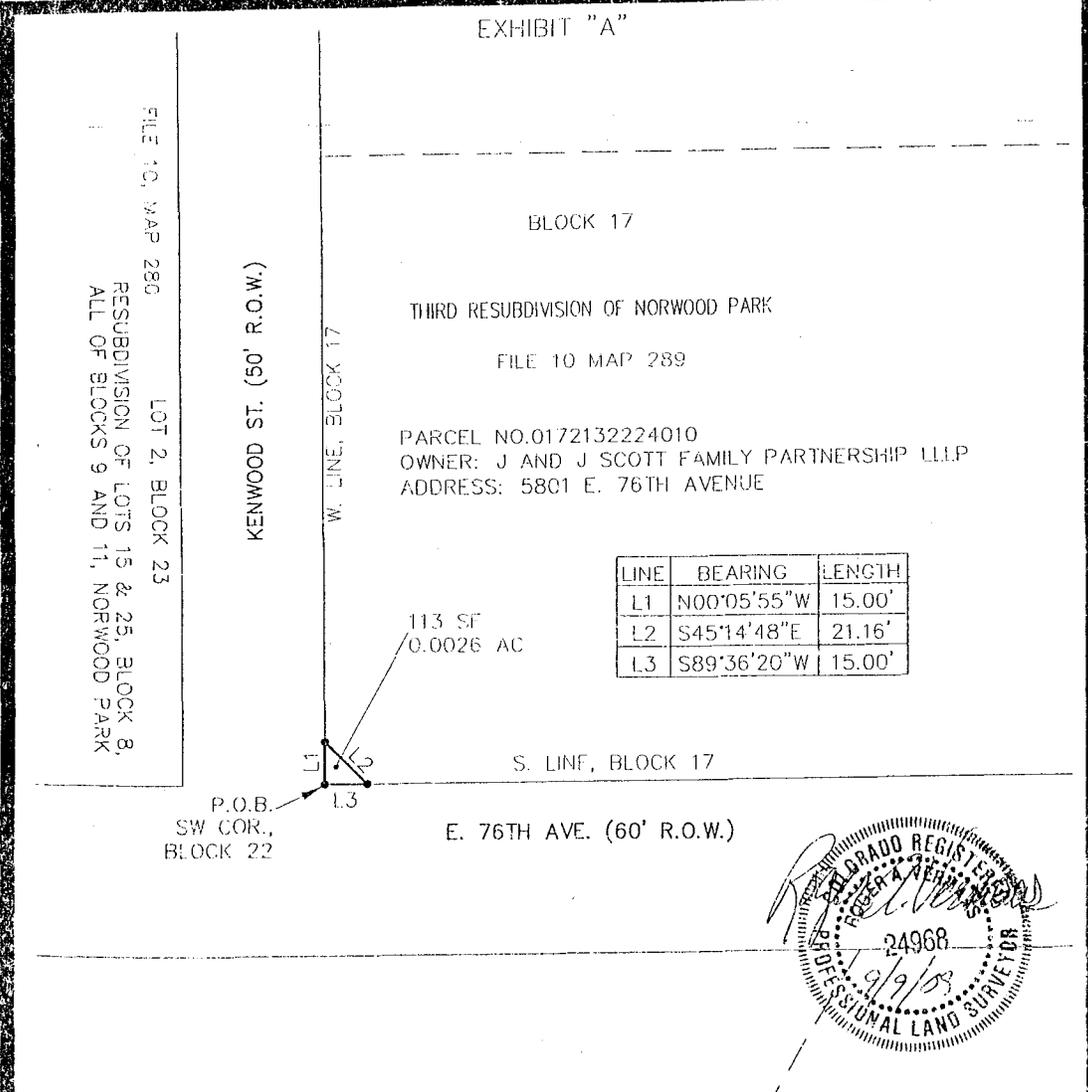
WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from J & J Scott Family Partnership LLLP, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 2010000022826.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from J & J Scott Family Partnership LLLP, a copy of which has been duly recorded, is hereby accepted by Adams County.



2007

EXHIBIT "A"



LINE	BEARING	LENGTH
L1	N00°05'55"W	15.00'
L2	S45°14'48"E	21.16'
L3	S89°36'20"W	15.00'

A PARCEL OF LAND BEING A PART OF BLOCK 17, THE THIRD RESUBDIVISION OF NORWOOD PARK AS RECORDED IN ADAMS COUNTY, COLORADO IN FILE 10, MAP 289, LOCATED IN THE NORTHWEST QUARTER OF SECTION 32 TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH P.M. COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

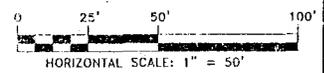
BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 17, THENCE N00°05'55"W, ALONG THE WEST LINE OF SAID BLOCK 17, A DISTANCE OF 15.00 FEET TO A POINT;

THENCE DEPARTING SAID WEST LINE, S45°14'48"E, A DISTANCE OF 21.16 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK;

THENCE S89°36'20"W, ALONG SAID SOUTH LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 113 SQUARE FEET OR 0.0026 ACRES OF LAND, MORE OR LESS.

THE INFORMATION PRESENTED ON THIS EXHIBIT IS BASED ON RECORDED DOCUMENTS FROM ADAMS COUNTY. NO FIELD VERIFICATION HAS BEEN PERFORMED TO CONFIRM ACTUAL LOCATION OF MONUMENTS, PROPERTY CORNERS OR OTHER FEATURES DEPICTED ON THIS EXHIBIT.



SURVEYED BY:		<b>PUBLIC RIGHT-OF-WAY</b>   <small>1110 South Arroyo Street, Suite 200, Longmont, CO 80112        Phone (303) 721-2002 / Fax (303) 221-4619</small>	CLIENT:	ADAMS COUNTY	JOB NUMBER:	---				
DRAWN BY:	slo		LOCATION:	5801 E. 76TH AVENUE	DOCUMENT NUMBER:					
CHECKED BY:	RAY		SECTION	32	TOWNSHIP	2S	RANGE	67W	SCALE:	1" = 50'
DATE:	07/15/09		SIXTH PRINCIPAL MERIDIAN		SHEET:	1 of 1				
REV:	09/04/09	ADAMS COUNTY, COLORADO								



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 20, 2017
<b>SUBJECT:</b> Resolution approving right-of-way agreement between Adams County and GGRG, LLC for property necessary for the York Street Improvements Project - York Street from East 78 <sup>th</sup> Avenue to Highway 224
<b>FROM:</b> Jeffery Maxwell, P.E., PTOE, Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

### **BACKGROUND:**

Adams County is in the process of acquiring right-of-way and temporary construction easements for street improvements along York Street from East 78<sup>th</sup> Avenue to Highway 224 that includes reconstructing the roadway, improving drainage, and installing curb, gutter, sidewalk and accessible curb ramps in compliance with the Americans with Disabilities Act. Attached is a copy of the right-of-way agreement between Adams County and GGRG, LLC, for dedication of road right-of-way. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

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

### **ATTACHED DOCUMENTS:**

Draft resolution and right-of-way agreement.

**FISCAL IMPACT:**

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

<b>Fund:</b> 13
<b>Cost Center:</b> 3056

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561701	\$23,546.00
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u><u>\$23,546.00</u></u>

**New FTEs requested:**             YES             NO

**Future Amendment Needed:**     YES             NO

**Additional Note:**

Total project budget is \$3,000,000

**Draft Resolution**

**BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS  
COUNTY AND GGRG, LLC, FOR PROPERTY NECESSARY FOR THE YORK STREET  
IMPROVEMENTS PROJECT –  
YORK STREET FROM EAST 78<sup>TH</sup> AVENUE TO HIGHWAY 224**

Resolution 2017-

WHEREAS, Adams County is in the process of acquiring right-of-way and a temporary construction easement along York Street for the York Street Improvements Project - York Street from East 78<sup>th</sup> Avenue to Highway 224; and,

WHEREAS, the project includes installation and construction of curb, gutter, sidewalk and accessible curb ramps for street improvements for the use of the public within the right-of-way of York Street; and,

WHEREAS, this fee parcel dedication is located in the Southeast Quarter of Section 35, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, and owned by the GGRG, LLC (“Parcel 23”); and,

WHEREAS, Adams County requires ownership of Parcel 23 for construction of the street improvements; and,

WHEREAS, GGRG, LLC, is willing to sell Parcel 23 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

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

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

## Right-of-Way Agreement

This Agreement is made and entered into by and between **GGRG, LLC, a Colorado Liability Co.** whose address is **3755 E 151<sup>st</sup> Avenue, Brighton, Colorado 80602** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at **7395 York Street, Denver, Colorado 80229**, hereinafter (the "Property") for the York Street Improvements Project – York Street from East 78<sup>th</sup> Avenue to Highway 224 (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **TWENTY-THREE THOUSAND FIVE HUNDRED FORTY-SIX DOLLARS (\$23,546.00)** including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

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

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date of March 20, 2017.
3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.

5. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.
6. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
7. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.
8. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

**Owner(s):**

By: 

Printed Name: GGRG, LLC, a Colorado Liability Co.

Title: Owner

Approved:

BOARD OF COUNTY COMMISSIONERS-COUNTY OF ADAMS, STATE OF COLORADO

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
County Attorney



# Drexel, Barrell & Co.

MAY 2, 2016

Engineers/Surveyors

Boulder  
Colorado Springs  
Greeley

1800 38<sup>th</sup> Street  
Boulder, CO 80301-2620

303.442.4338  
303.442.4373 Fax

## LEGAL DESCRIPTION PARCEL 23 RIGHT-OF-WAY DEDICATION

A TRACT OF LAND LOCATED IN THE SE1/4 OF SECTION 35, T2S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE E1/4 CORNER OF SAID SECTION 35 AND CONSIDERING THE EAST LINE OF SAID SE1/4 TO BEAR S00°01'12"W, THENCE S03°32'48"W, 1333.00 FEET TO THE SOUTHERLY LINE OF EAST 74TH AVENUE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

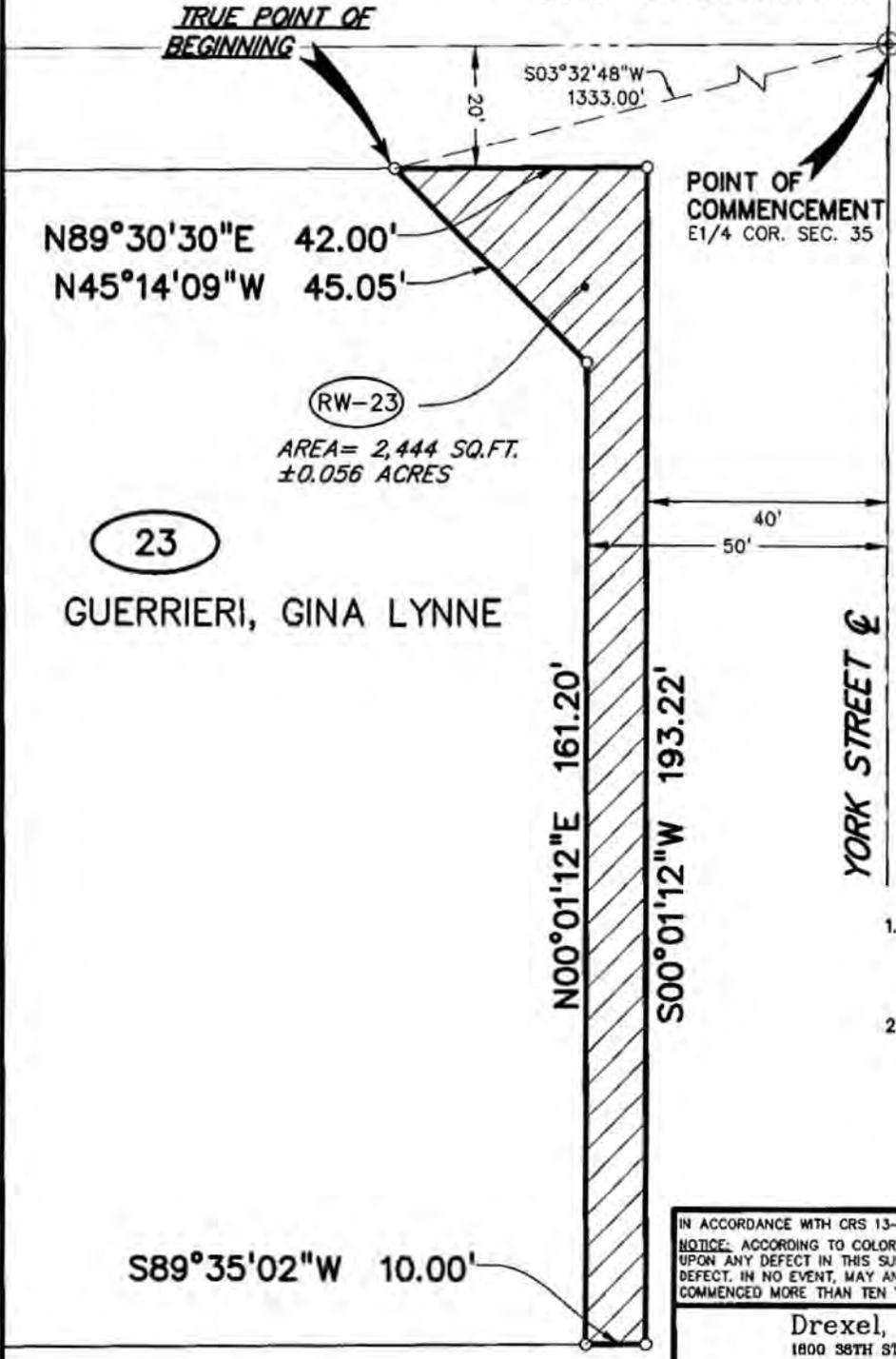
THENCE N89°30'30"E, 42.00 FEET ALONG SAID SOUTHERLY LINE TO THE WESTERLY LINE OF YORK STREET; THENCE S00°01'12"W, 193.22 FEET ALONG SAID WESTERLY LINE OF YORK STREET TO THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 2014000050482 IN THE ADAMS COUNTY RECORDS; THENCE S89°35'02"W, 10.00 FEET ALONG SAID SOUTHERLY LINE; THENCE N00°01'12"E, 161.20 FEET; THENCE N45°14'09"W, 45.05 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.056 ACRES OR 2,444 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:  
MATHEW E. SELDERS  
DREXEL, BARRELL & CO.  
1800 38TH STREET  
BOULDER, CO 80301  
(303) 442-4338



# EXHIBIT PARCEL 23 R.O.W. DEDICATION



**74TH AVENUE**

**POINT OF COMMENCEMENT**  
E1/4 COR. SEC. 35

(RW-23)  
AREA = 2,444 SQ.FT.  
±0.056 ACRES

(23)

**GUERRIERI, GINA LYNNE**

**YORK STREET**

BASIS OF BEARINGS  
S00°01'12"W  
EAST LINE SE1/4 SEC. 35



SCALE 1" = 30'

**NOTES**

1. THIS MAP IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
2. INFORMATION PERTAINING TO OWNERSHIP & RIGHT-OF-WAY IS BASED UPON PUBLIC INFORMATION AVAILABLE FROM THE ADAMS COUNTY ASSESSORS OFFICE, AND DOES NOT CONSTITUTE A TITLE SEARCH BY DREXEL, BARRELL & CO. TO DETERMINE OWNERSHIP & EASEMENTS OF RECORD.

IN ACCORDANCE WITH CRS 13-80-105;  
 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 ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

**Drexel, Barrell & Co.** Engineers/Surveyors  
 1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338  
 BOULDER, COLORADO (303) 442-4838  
 COLORADO SPRINGS, COLORADO (719) 260-0887  
 GREELEY, COLORADO (970) 361-0646



Revisions - Date	Date	Drawn By	Job No.
	4-21-16	JRF	20805
	Scale	Checked By	Drawing No.
	1" = 30'	MES	IN FILE



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 20, 2017
<b>SUBJECT:</b> Acceptance of Warranty Deed from Michael Fabrizio
<b>FROM:</b> Jeffery Maxwell, P.E., PTOE, Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Warranty Deed by resolution

### **BACKGROUND:**

Adams County is acquiring property in conjunction with the extension of Columbine Street between East 68th Place and the I-270 Frontage Road, located in the Northwest Quarter of Section 1, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

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

### **ATTACHED DOCUMENTS:**

Warranty Deed and Draft Resolution

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<hr/> <hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

**Draft Resolution**

**BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION ACCEPTING A WARRANTY DEED FROM MICHAEL FABRIZIO TO  
ADAMS COUNTY CONVEYING PROPERTY FOR RIGHT-OF-WAY PURPOSES**

**Resolution 2017-**

WHEREAS, Adams County received a Warranty Deed in 2002 for right-of-way dedication for Columbine Street right-of-way in conjunction with the extension of Columbine Street between East 68th Place and the I-270 Frontage Road, located in the Northwest Quarter of Section 1, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Michael Fabrizio, as recorded at the Adams County Clerk and Recorder's Office at Reception Number C1033259.

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

**WARRANTY DEED**

THIS DEED, dated this 21<sup>st</sup> day of September 2002, between

MICHAEL FABRIZIO

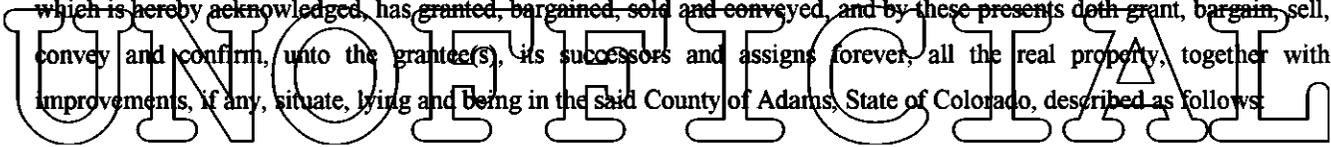
of the County of Adams and State of Colorado, grantor(s), and

The County of Adams, State of Colorado, whose

legal address is 450 South 4th Avenue, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of Sixteen Thousand Three Hundred Twenty Six Dollars and One/Hundredths (\$16,326.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee(s), its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

3

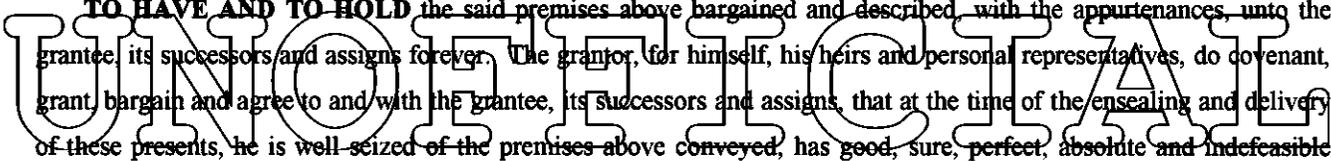


Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

Dedicated for Columbine Street south of East 68th Place.  
also known by street and number as: Vacant Land  
assessor's schedule or parcel number: a part of 1825-01-2-00-052

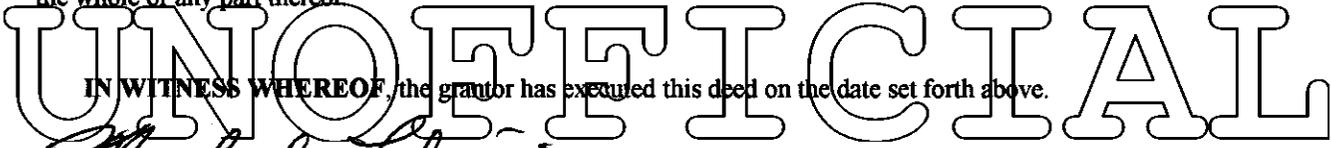
TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, its successors and assigns forever. The grantor, for himself, his heirs and personal representatives, do covenant, grant, bargain and agree to and with the grantee, its successors and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2002 taxes due in 2003 which grantor agrees to pay. This property is being purchased under the threat of condemnation and other factors were included in the determination of the price in addition to fair market value.



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

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.



Michael Fabrizio  
Michael Fabrizio

STATE OF COLORADO )  
) ss  
County of Adams )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of September, 2002, by Michael Fabrizio.

Witness my hand and official seal.



Kendra L. Cesena  
Notary Public

**WARRANTY DEED  
BETWEEN  
MICHAEL FABRIZIO  
AND  
THE COUNTY OF ADAMS, STATE OF COLORADO  
Sheet 1 of 2**

Page 1 of 1  
Columbine Street  
Parcel Number: 3

**UNOFFICIAL**

**EXHIBIT "A"**

PARCEL NUMBER: 3  
DATE: 04/29/02

**LEGAL DESCRIPTION**

A tract or parcel of land No.3 of Adams County, Colorado, containing 5,442 square feet (0.12 acres), more or less, in the Northwest Quarter, of Section 1, Township 3 South, Range 68 West, of the Sixth Principal Meridian, in Adams County, Colorado, said tract or parcel of land being more particularly described as follows:

Commencing at the West 1/4 corner of said Section, Thence N00°05'15"W along the West line of said Section, a distance of 265.93 feet. Thence N89°54'45"E at a right angle to the last course, a distance of 341.14 feet, to the TRUE POINT OF BEGINNING;

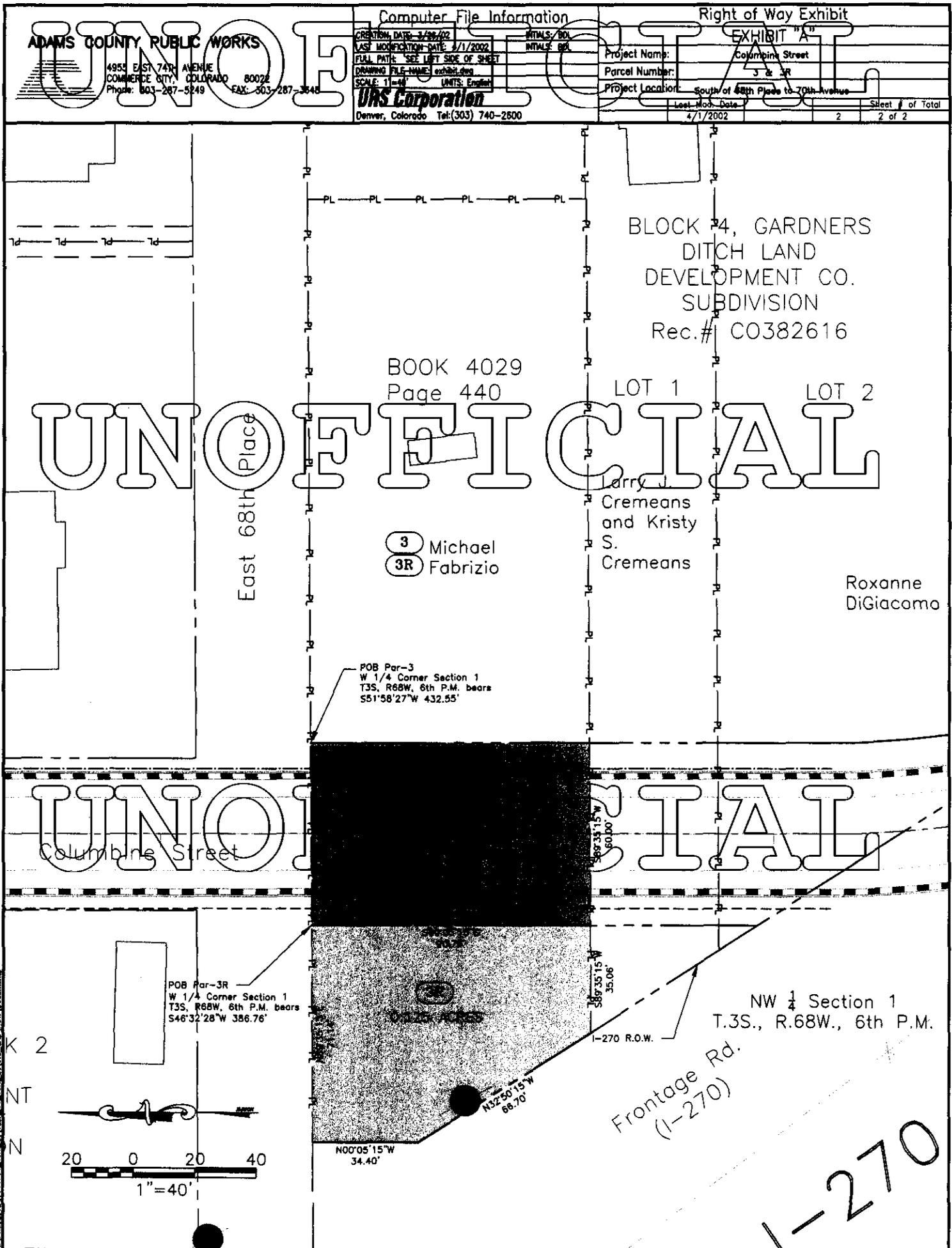
1. Thence S00°05'15"E, a distance of 90.70 feet to the North line of Lot 1, Block 4, Gardeners Ditch Land Development Company Subdivision;
2. Thence S89°35'15"W along said North line, a distance of 60.00 feet;
3. Thence N00°05'15"W, a distance of 90.70 feet to the South right of way of East 68<sup>th</sup> Place (April, 2002);
4. Thence N89°35'15"E along said South right of way, a distance of 60.00 feet to the TRUE POINT OF BEGINNING.

The above described parcel contains 5,442 square feet (0.12 acres), more or less.

Basis of Bearings: All bearings are based on control point 18 (a CDOT type 2 monument stamped "GPS") and control point 713 (a CDOT type 1 monument stamped "2713"). These points were taken from a control survey diagram by Joe Zylstra, PLS # 11494, Dated 6-95, CDOT Project No. IR(CX)25-3(107) SH 270 EXT. The Bearing and Distance between said points being S47°28'53"E, a distance of 2002.62 feet.

  
For and on Behalf of URS Corporation  
Thomas W. Stoutenburg, PLS #22103  
URS Center  
8181 East Tufts Avenue  
Denver, CO 80237

**WARRANTY DEED  
BETWEEN  
MICHAEL FABRIZIO  
AND  
THE COUNTY OF ADAMS, STATE OF COLORADO**  
Sheet 2 of 2





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 20, 2017
<b>SUBJECT:</b> Acceptance of Warranty Deed from James Stewart
<b>FROM:</b> Jeffery Maxwell, P.E., PTOE, Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Warranty Deed by resolution

### **BACKGROUND:**

Adams County is acquiring property in conjunction with a building permit at 5678 Pecos Street, located in the Southeast Quarter of Section 9, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

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

### **ATTACHED DOCUMENTS:**

Draft Resolution and Warranty Deed

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<hr/> <hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

**Draft Resolution**

**BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION ACCEPTING A WARRANTY DEED FROM JAMES STEWART TO  
ADAMS COUNTY CONVEYING PROPERTY FOR RIGHT-OF-WAY PURPOSES**

**Resolution 2017-**

WHEREAS, Adams County received a Warranty Deed in 2007 for right-of-way dedication for Pecos Street in conjunction with a building permit at 5678 Pecos Street, located in the Southeast Quarter of Section 9, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from James Stewart, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 2007000103926.

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

**WARRANTY DEED**

THIS DEED, dated this 5<sup>th</sup> day of Nov. 2007, between  
JAMES STEWART

of the County of Adams and State of Colorado, grantor(s), and \_\_\_\_\_

The County of Adams, State of Colorado

whose legal address is 450 South 4th Avenue, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

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

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

Dedicated for Pecos Street at 5678 Pecos Street

Also known by street and number as: Vacant Land

Assessor's schedule or parcel number: part of 0-1825-09-4-00-017

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, its successors and assigns forever. The grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, its successors and assigns, that at the time of the enscealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2007 taxes due in 2008 which grantor agrees to pay.

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

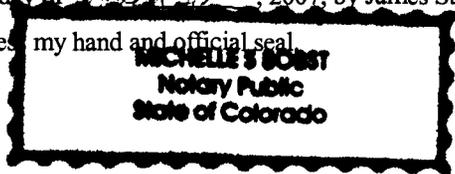
IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

James Stewart  
STATE OF COLORADO )  
County of Adams ) ss

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of November, 2007, by James Stewart.

My commission expires: 2/3/2010

Witness my hand and official seal



Michelle S. Robst  
Notary Public

2-2

X

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**EXHIBIT "A"**  
**TO**  
**WARRANTY DEED**  
**BETWEEN**  
**JAMES STEWART**  
**AND**  
**THE COUNTY OF ADAMS, STATE OF COLORADO**

That part of a tract of land located in the Southeast Quarter of Section 9, Township 3 South, Range 68 West of the 6th P.M., County of Adams, State of Colorado, said tract being described in the deed recorded on February 7, 2006 in the Office of the Adams County Clerk and Recorder under Instrument No. 20060207000134060, being more particularly described as follows:

Commencing at the South Quarter Corner of said Section 9, thence North 00°00'00" East along the West line of said Southeast Quarter a distance of 485.10 feet; thence North 89°04'00" East a distance of 45.01 feet to the Southeast corner of a parcel of Road Right-of-Way described in a deed recorded in the Office of the Adams County Clerk and Recorder on February 22, 1971 in Book 1669 at Page 317, under Reception No. 914280, said point being the True Point of Beginning; thence continuing North 89°04'00" East along the South line of said tract of land a distance of 5.00 feet; thence North 00°00'00" East parallel with and 50 feet east of, measured perpendicular to, the West line of said Southeast Quarter a distance of 80.00 feet to a point on the North line of said tract of land; thence South 89°04'00" West along the North line of said tract of land a distance of 5.00 feet to the Northwest corner of said parcel of Road Right-of-Way; thence South 00°00'00" West parallel with and 45 feet east of, measured perpendicular to, the West line of said Southeast Quarter and along the East line said parcel of Road Right-of-Way, a distance of 80.00 feet to the True Point of Beginning.

Contains 400.00 square feet or 0.00918 acres more or less.

Legal description prepared by John P. Wolken, Adams County Public Works Department, 12200 North Pecos Street, Westminster, Colorado 80234, based on two deeds as recorded in the Office of the Adams County Clerk and Recorder, one recorded February 22, 1971 in Book 1669 at Page 317 under Reception No. 914280 and the other recorded February 7, 2006 in Instrument No. 20060207000134060.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 20, 2017
<b>SUBJECT:</b> Intergovernment Contract with State of Colorado for Natural Resource Damage (NRD) Funds for the Willow Bay Open Space Acquisition
<b>FROM:</b> Nathan Mosley and Marc Pedrucci
<b>AGENCY/DEPARTMENT:</b> Parks & Open Space
<b>HEARD AT STUDY SESSION ON:</b> 5/2/17; 10/18/16
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the Intergovernment Contract with the State of Colorado.

### **BACKGROUND:**

Adams County is prepared to execute an Intergovernment Contract with the State of Colorado, Dept. of Public Health and Environment, for \$3,685,901 million of Natural Resource Damage (NRD) funds that will be used to acquire the 174-acre Willow Bay property. This is the culmination of years of work by the County as a member of the Northeast Greenway Corridor (NGC) Group, which was established to help administer the \$17.4 million Recovery Fund that was created by a consent decree in 2008 that involved natural resource damages at the Rocky Mountain Arsenal.

The POSD, in partnership with the Trust for Public Land (TPL), is scheduled to close on the Willow Bay property in late June or July 2017. TPL has a signed Option Agreement in place with the landowners for acquisition of the property based on an appraisal that was recently completed. The appraised value of the Willow Bay property is \$9,100,000. In addition to the nearly \$3.7 million of NRD Funds, the POSD has also secured an ADCO Open Space Grant for \$3,000,000, a GOCO Protect Initiative Grant for \$3,000,000, and the Urban Drainage and Flood Control District (UDFCD) is also contributing \$100,000 to the property acquisition.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

ADCO Parks & Open Space, Colorado Dept. of Public Health & Environment, State of Colorado  
Natural Resource Trustees, County Attorney's Office

**ATTACHED DOCUMENTS:**

Resolution  
Intergovernment Contract #17FEEA96954

**FISCAL IMPACT:**

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

<b>Fund:</b> 27
<b>Cost Center:</b> 6107

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<hr/> <hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

<b>Source of Funds</b>	<b>Grant Request</b>	<b>Cash Contribution</b>	<b>Total Funding</b>	<b>Brief Description</b>
State of CO/NRD Funds	\$3,685,900		\$3,658,900	NRD Recovery Fund award
GOCO Protect Initiative	\$3,000,000		\$3,000,000	Agreement executed
ADCO Open Space Grant	\$3,000,000		\$2,341,000	Agreement executed; POSD anticipates a cost savings due to a lower appraised value than expected.
UDFCD		\$100,000	\$100,000	Floodplain Preservation \$; IGA to be signed soon
			<b>\$9,100,000</b>	

Additional Notes: Once all agreements are finalized an amendment to the 2017 budget will be submitted to appropriate the dollars for the purchase.

**RESOLUTION APPROVING INTERGOVERNMENT CONTRACT  
#17FEEA96954 BETWEEN ADAMS COUNTY AND THE STATE OF  
COLORADO, DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT,  
TO PROVIDE FUNDING FOR THE WILLOW BAY ACQUISITION**

WHEREAS, Adams County is in the process of acquiring property along the South Platte River corridor known as the Willow Bay property; and,

WHEREAS, the State of Colorado administers funds paid by Shell Oil Company to the State pursuant to a Consent Decree related to natural resources damage claims involving the Rocky Mountain Arsenal called the Colorado Natural Resources Recovery Fund (hereinafter the "Fund"); and,

WHEREAS, pursuant to the terms and conditions of the attached Intergovernment Contract, the State is willing to contribute money from the Fund to assist the County's acquisition of the Willow Bay property, which is a use consistent with the purposes of the Fund.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Intergovernment Contract #17FEEA96954 between Adams County and the State of Colorado, Department of Public Health and Environment, a copy of which is attached hereto, is approved.

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

BE IT FURTHER RESOLVED that the expenditure of funds to satisfy requirements of the Intergovernment Contract is authorized.

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**INTERGOVERNMENT CONTRACT**

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**STATE:**  
State of Colorado for the use & benefit of the  
Department of Public Health and Environment  
Hazardous Materials and Waste Management Division  
4300 Cherry Creek Drive South  
Denver, CO 80246-1530

**CONTRACTOR:**  
Adams County Government  
4430 South Adams County Parkway  
Brighton, CO 80601

CONTRACT MADE DATE: 04/20/2017

CONTRACTOR DUNS: 07-647-6373

CONTRACTOR ENTITY TYPE:

Political Subdivision Colorado

CORE ENCUMBRANCE NUMBER:  
(CT) FAAA 2017\*3268

BILLING STATEMENTS RECEIVED:

Quarterly

TERM:

This contract shall be effective upon approval by the State Controller, or designee, or on 05/01/2017, whichever is later. The contract shall end on 6/30/2018.

STATUTORY AUTHORITY: C.R.S. 25-16-104.7

CLASSIFICATION: Contractor

PROCUREMENT METHOD:

Other (specify) Trustee Resolution

CONTRACT PRICE NOT TO EXCEED: \$3,685,901.00

FEDERAL FUNDING DOLLARS: \$0.00

STATE FUNDING DOLLARS: \$3,685,901.00

BID/RFP/LIST PRICE AGREEMENT NUMBER:

OTHER FUNDING DOLLARS:

Specify "Other":

LAW SPECIFIED VENDOR STATUTE:

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:

FY 17: \$3,685,901.00

FY 18: \$3,685,901.00

Less FY 17 Expenditures

STATE REPRESENTATIVE:

Susan Newton  
HMWMD-RP-B2  
4300 Cherry Creek Drive South  
Denver, CO 80246-1530

PRICE STRUCTURE: Cost Reimbursement

CONTRACTOR REPRESENTATIVE:

Todd Leopold  
Adams County Government  
4430 South Adams County Parkway  
Brighton, CO 80601

PROJECT DESCRIPTION:

Natural Resource Damage (NRD) funds from the Rocky Mountain Arsenal settlement will be used to purchase Willow Bay, which will be used as an open space in Adams County.

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EXHIBITS:

The following exhibits are hereby incorporated:

- Exhibit A - Additional Provisions (and any of its Attachments; e.g., A-1, A-2, etc.)
- Exhibit B - Statement of Work (and any of its Attachments; e.g., B-1, B-2, etc.)
- Exhibit C - Budget (and any of its Attachments; e.g., C-1, C-2, etc.)

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COORDINATION:

The State warrants that required approval, clearance and coordination has been accomplished from and with appropriate agencies. Section 29-1-203, C.R.S., as amended, encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other to the fullest extent possible to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting entities.

APPROVAL:

In no event shall this contract be deemed valid until it shall have been approved by the State Controller or his/her designee.

PROCUREMENT:

All State of Colorado contracts with its political subdivisions and other governmental entities are exempt from the State of Colorado's personnel rules and procurement code.

PRICE PROVISIONS:

Payments pursuant to this contract shall be made as earned, in whole or in part, from available funds, encumbered for the purchase of the described services and/or deliverables. The liability of the State at any time for such payments shall be limited to the encumbered amount remaining of such funds.

Authority exists in the laws and funds have been budgeted, appropriated and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment.

Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

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## GENERAL PROVISIONS

The following clauses apply to this contract. In some instances, these general clauses have been expanded upon in other sections/exhibits of/to this contract. To the extent that other provisions of the contract provide more specificity than these general clauses, the more specific provision shall control.

1. Governmental Immunity. Notwithstanding any other provision to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 et.seq., CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101 et.seq. CRS and the risk management statutes, Section 24-30-1501, et.seq, CRS as now or hereafter amended.
2. Available Funds Contingency
  - a. Available Funds. The State is prohibited by law from making commitments beyond the term of the State's current fiscal year; therefore, Contractor's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions. Payments pursuant to this Contract shall be made only from available funds encumbered for this Contract and the State's liability for such payments shall be limited to the available amount remaining of such encumbered funds. In the event that state funds become unavailable for this Contract, as determined by the State, the State may immediately terminate this Contract or amend it accordingly.
  - b. Federal Funds Contingency. Payment pursuant to this contract, if in federal funds, whether in whole or in part, is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. In the event that said funds, or any part thereof, become unavailable, as determined by the State, the State may immediately terminate this contract or amend it accordingly without liability including liability for termination costs.
3. Billing Procedures. The State shall establish billing procedures and requirements for payment due the Contractor in providing performance pursuant to this contract. The Contractor shall comply with the established billing procedures and requirements for submission of billing statements. The State shall comply with CRS 24-30-202(24) when paying vendors upon receipt of a correct notice of the amount due for goods or services provided hereunder.
4. Exhibits - Interpretation. Unless otherwise stated, all referenced exhibits are incorporated herein and made a part of this contract. Unless otherwise stated, the terms of this contract shall control over any conflicting terms in any of its exhibits. In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of this Contract; 2) the Additional Provisions **Exhibit A** and its attachments if included; 3) the Contract (other than the Special Provisions); 4) the RFP if applicable and attached; 5) the Scope/Statement of Work **Exhibit B** and its attachments if included; 6) the Contractor's proposal if applicable and attached; 7) other exhibits/attachments in their order of appearance.

The conditions, provisions, and terms of any RFP attached hereto, if applicable, establish the minimum standards of performance that the Contractor must meet under this Contract. If the Contractor's Proposal, if attached hereto, or any attachments or exhibits thereto, or the Scope/Statement of Work **Exhibit B**, establish or create standards of performance greater than those set forth in the RFP, then the Contractor shall also meet those standards of performance under this Contract.
5. Notice and Representatives. For the purposes of this contract, the representative for each party is as designated herein. Any notice required or permitted may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address provided, and if sent by mail it is effective when posted in a U.S. Mail Depository with sufficient postage attached thereto. Notice of change of address or change or representative shall be treated as any other notice.

6. Contractor Representations - Qualifications/Licenses/Approvals/Insurance. The Contractor certifies that, at the time of entering into this contract, it and its agents have currently in effect all necessary licenses, certifications, approvals, insurance, etc. required to properly provide the services and/or supplies covered by this contract in the state of Colorado. Proof of such licenses, certifications, approvals, insurance, etc. shall be provided upon the State's request. Any revocation, withdrawal or non-renewal of necessary license, certification, approval, insurance, etc. required for the Contractor to properly perform this contract, shall be grounds for termination of this contract by the State.

Contractor certifies that it is qualified to perform such services or provide such deliverables as delineated in this contract.

7. Legal Authority. The Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and bind the Contractor to its terms. The person(s) executing this contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this contract.
8. Insurance – Contractor. The Contractor is a “public entity” within the meaning of the Colorado Governmental Immunity Act (CGIA), section 24-10-101, *et seq.*, C.R.S., as amended. Therefore, at all times during the initial term of this Contract, and any renewals or extensions hereof, the Contractor shall maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. If requested by the State, the Contractor shall provide the State with written proof of such insurance coverage.
9. Rights in Data, Documents and Computer Software or Other Intellectual Property. All intellectual property including without limitation, databases, software, documents, research, programs and codes, as well as all, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the Contractor in the performance of its obligations under this contract shall be the exclusive property of the State. Unless otherwise stated, all such material shall be delivered to the State by the Contractor upon completion, termination, or cancellation of this contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor’s obligations under this contract without the prior written consent of the State. All documentation, accompanying the intellectual property or otherwise, shall comply with the State requirements which include but is not limited to all documentation being in a paper, human readable format which is useable by one who is reasonably proficient in the given subject area. Software documentation shall be delivered by Contractor to the State that clearly identifies the programming language and version used, and when different programming languages are incorporated, identifies the interfaces between code programmed in different programming languages. The documentation shall contain source code which describes the program logic, relationship between any internal functions, and identifies the disk files which contain the various parts of the code. Files containing the source code shall be delivered and their significance to the program described in the documentation. The documentation shall describe error messages and the location in the source code, by page, line number, or other suitable identifier, where the error message is generated. The Contractor warrants that the delivered software will be sufficiently descriptive to enable maintenance and modification of the software. The State’s ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

If any material is produced under this Contract and the parties hereto mutually agreed that said material could be copyrighted by Contractor or a third party, then the State, and any applicable federal funding entity, shall, without additional cost, have a paid in full, irrevocable, royalty free, and non-exclusive license to reproduce, publish, or otherwise use, and authorize others to use, the copyrightable material for any purpose authorized by the Copyright Law of the United States as now or hereafter enacted. Upon the written request of the State, the Contractor shall provide the State with three (3) copies of all such copyrightable material.

10. Confidential or Proprietary Information. Subject to the Public (Open) Records Act, section 24-72-101, *et seq.*, C.R.S., as amended, if the Contractor obtains access to any records, files, or other information of the State in connection with, or during the performance of, this Contract, then the Contractor shall keep all such records, files, or other information confidential and shall comply with all laws and regulations concerning the confidentiality of all such records, files, or information to the same extent as such laws and regulations apply to the State. Contractor shall protect the confidentiality of all information accessed, used,

held, created or received in connection with this Contract and shall insure that any subcontractors or agents of Contractor protect the confidentiality of all information under this Contract. Contractor shall access, use and disclose confidential information only for the operation and administration of the Contract, and shall not directly or indirectly disclose confidential information after the term of the Contract. Contractor shall implement appropriate safeguards as are necessary to prevent accidental or unauthorized use or disclosure of confidential information and shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards for maintaining and transmitting electronic confidential information. Contractor shall promptly notify the State if Contractor breaches the confidentiality of any information covered by this Contract. Any breach of confidentiality by the Contractor, or third party agents of the Contractor, shall constitute good cause for the State to cancel this Contract, without liability to the State. Any State waiver of an alleged breach of confidentiality by the Contractor, or third party agents of the Contractor, does not constitute a waiver of any subsequent breach by the Contractor, or third party agents of the Contractor.

The Contractor must identify to the State the information that it considers confidential or proprietary. This is a continuing obligation. Confidential or proprietary information for the purpose of this paragraph is information relating to Contractor's research, development, trade secrets, business affairs, internal operations and management procedures and those of its customers, clients or affiliates, but does not include information lawfully obtained by third parties, information which is in the public domain, or information which is or could have been acquired/developed independently by the State or a third party. Notwithstanding the foregoing, the State shall not be in violation of its obligations under this section should it disclose confidential information if such disclosure is, in the sole opinion of the State's legal counsel, required by applicable law and/or legal process (including, but not limited to, disclosures required pursuant to the Colorado (Open) Public Records Act, sections 24-72-201, *et. seq.*, C.R.S., as now or hereafter amended). The State shall endeavor to provide notice to the Contractor, as promptly as practicable under the circumstances, of any demand, request, subpoena, court order or other action requiring such disclosure, in order to afford Contractor the opportunity to take such lawful action as it deems appropriate to oppose, prevent or limit the disclosure, solely at its own instance and expense; but nothing herein shall be construed to require the State to refuse or delay compliance with any such law, order or demand.

11. Records Maintenance, Performance Monitoring & Audits. The Contractor shall maintain a complete file of all records, documents, communications, and other materials that pertain to the operation of the program/project or the delivery of services under this contract. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which a contract payment was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Contractor records.

The Contractor shall protect the confidentiality of all records and other materials containing personally identifying information that are maintained in accordance with this contract. Except as provided by law, no information in possession of the Contractor about any individual constituent shall be disclosed in a form including identifying information without the prior written consent of the person in interest, a minor's parent, guardian, or the State. The Contractor shall have written policies governing access to, duplication and dissemination of, all such information and advise its agents, if any, that they are subject to these confidentiality requirements. The Contractor shall provide its agents, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted.

The Contractor authorizes the State, the federal government or their designee, to perform audits and/or inspections of its records, at any reasonable time during the term of this contract and for a period of six (6) years following the termination of this contract, to assure compliance with the state or federal government's terms and/or to evaluate the Contractor's performance. Any amounts the State paid improperly shall be immediately returned to the State or may be recovered in accordance with other remedies.

All such records, documents, communications, and other materials shall be the property of the State unless otherwise specified herein and shall be maintained by the Contractor in a central location as custodian for the State on behalf of the State, for a period of six (6) years from the date of final payment or submission of the final federal expenditure report under this contract, unless the State requests that the records be retained for a longer period, or until an audit has been completed with the following qualification. If an audit by or on behalf of the federal and/or state government has begun but is not completed at the end of the six (6) year period, or if audit findings have not been resolved after a six (6) year period, the materials shall be retained until the resolution of the audit findings.

The Contractor shall permit the State, any other governmental agency authorized by law, or an authorized designee thereof, in its sole discretion, to monitor all activities conducted by the Contractor pursuant to the terms of this contract. Monitoring may consist of internal evaluation procedures, reexamination of program data, special analyses, on-site verification, formal audit examinations, or any other procedures as deemed reasonable and relevant. All such monitoring shall be performed in a manner that will not unduly interfere with contract work.

12. Taxes. The State, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code [No. 84-730123K] and from all state and local government use taxes [C.R.S. 39- 26-114(a) and 203, as amended]. The Contractor is hereby notified that when materials are purchased for the benefit of the State, such exemptions apply except that in certain political subdivisions the vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to the State. These sales or use taxes will not be reimbursed by the State.
13. Conflict of Interest. During the term of this contract, the Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the Contractor fully performing his/her obligations under this contract.

Additionally, the Contractor acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of the State. Thus, the Contractor agrees to refrain from any practices, activities or relationships which could reasonably be considered to be in conflict with the Contractor's fully performing his/her obligations to the State under the terms of this contract, without the prior written approval of the State.

In the event that the Contractor is uncertain whether the appearance of a conflict of interest may reasonably exist, the Contractor shall submit to the State a full disclosure statement setting forth the relevant details for the State's consideration and direction. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict shall be grounds for termination of the contract.

Further, the Contractor, and its subcontractors or subgrantees, shall maintain a written code of standards governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent of the Contractor, subcontractor, or subgrantee shall participate in the selection, or in the award or administration of a contract or subcontract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer or agent;
- b. Any member of the employee's immediate family;
- c. The employee's partner; or
- d. An organization which employs, or is about to employ, any of the above,

has a financial or other interest in the firm selected for award. The Contractor's, subcontractor's, or subgrantee's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from Contractor's potential contractors, or parties to subagreements.

14. Inspection and Acceptance (Services) and Contractor Warranty. The State reserves the right to inspect services provided under this contract at all reasonable times and places during the term of the contract. "Services" as used in this clause includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to contract requirements, the State may require the contractor to perform the services again in conformity with contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the State may (1) require the contractor to take necessary action to ensure that the future performance conforms to contract requirements and (2) equitably reduce the payment due the contractor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the State in the termination provisions of this contract, or remedies otherwise available at law.

Contractor warrants that all supplies furnished under this contract shall be free from defects in materials or workmanship, are installed properly and in accordance with manufacturer recommendations or other industry standards, and will function in a failure-free manner for a period of one (1) year from the date of delivery or installation. Contractor shall, at its option, repair or replace any supplies that fail to satisfy this

warranty during the warranty period. Additionally, Contractor agrees to assign to the State all written manufacturer warranties relating to the supplies and to deliver such written warranties to the State.

15. Adjustments in Price. Adjustments to contract prices are allowable only so long as they are mutually agreeable by the parties and so long as they are included within a contract amendment made prior to the effective date of the price adjustments and made pursuant to the State of Colorado Fiscal Rules, signed by the parties, and approved by the State Controller or designee. The Contractor shall provide cost or pricing data for any price adjustment subject to the provisions of the Cost or Pricing Data Section of the Colorado State Procurement Rules. Any adjustment in contract price pursuant to the application of a clause in this contract shall be made in one or more of the following ways:
- a. By agreement on a fixed-price adjustment;
  - b. By unit prices specified in the contract;
  - c. In such other manner as the parties may mutually agree; or
  - d. In the absence of agreement between the parties, by a unilateral determination by the procurement officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee.
16. Contract Modifications. This contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. If either the State or the Contractor desires to modify the terms and conditions of this Contract, then the parties shall execute a standard written amendment to this Contract initiated by the State. The standard written amendment must be executed and approved in accordance with all applicable laws and rules by all necessary parties including the State Controller or delegate.
17. Litigation. The Contractor shall within five (5) calendar days after being served with a summons, complaint, or other pleading which has been filed in any federal or state court or administrative agency notify the State that it is a party defendant in a case which involves services provided under this contract. The Contractor shall deliver copies of such document(s) to the State's Executive Director. The term "litigation" includes an assignment for the benefit of creditors, and filings in bankruptcy, reorganization and/or foreclosure.
18. Notice of Breach and Dispute Resolution: If the State or the Contractor believes in good faith that the other party has failed to timely complete a deliverable, or has otherwise committed a material breach of this Contract, then the non-breaching party shall notify the breaching party in writing of the alleged breach within ten (10) business days of: 1) the date of the alleged breach if the non-breaching party is aware of the breach at the time it occurs; or 2) the date that the non-breaching party becomes aware of the breach.

Upon receipt of written notice of an alleged breach of the Contract, the breaching party shall have ten (10) business days, or such additional time as may be agreed to in writing between the parties, within which to cure the alleged breach or to notify the non-breaching party in writing of the breaching party's belief that a material breach of this Contract has not occurred. Failure of the breaching party to cure or respond in writing within the above time period shall result in the non-breaching party being entitled to pursue any and all remedies available at law or in equity.

Except as herein specifically provided otherwise, disputes concerning the performance of this contract which cannot be resolved by the designated contract representatives shall be referred in writing to a senior departmental management staff designated by the department and a senior manager designated by the Contractor. Failing resolution at that level, disputes shall be presented in writing to the Executive Director and the Contractor's chief executive officer for resolution. This process is not intended to supersede any other process for the resolution of controversies provided by law.

The Contractor and its sureties shall be liable for any damage to the State resulting from the Contractor's breach, whether or not the Contractor's right to proceed with the work is terminated. The State reserves the right, in its sole discretion, to determine whether or not to accept substituted performance tendered by the Contractor or the Contractor's sureties and acceptance is dependent upon completion of all applicable inspection procedures.

19. Remedies: In addition to any other remedies provided for in this contract, and without limiting its remedies otherwise available at law, the State may exercise the following remedial actions if the Contractor substantially fails to satisfy or perform the duties and obligations in this contract. Substantial failure to satisfy the duties and obligations shall be defined to mean significant insufficient, incorrect or improper performance, activities, or inaction by the Contractor. Without limitation, these remedial actions include:
- a. withhold payment to Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
  - b. require the vendor to take necessary action to ensure that the future performance conforms to contract requirements; and/or
  - c. request the removal from work on the contract of employees or agents of Contractor whom the State justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the contract the State deems to be contrary to the public interest or not in the best interest of the State; and/or
  - d. deny payment for those services or obligations which have not been performed and which due to circumstances caused by Contractor cannot be performed, or if performed would be of no value to the State; denial of the amount of payment must be reasonably related to the value of work or performance lost to the State; and/or
  - e. suspend Contractor's performance pending necessary corrective action as specified by the State without Contractor's entitlement to adjustment in price/cost or schedule; and/or
  - f. modify or recover payments (from payments under this contract or other contracts between the State and the vendor as a debt due to the State) to correct an error due to omission, error, fraud and/or defalcation; and/or
  - g. terminate the contract.

These remedies in no way limit the remedies available to the State in the termination provisions of this contract, or remedies otherwise available at law.

20. Termination.

- a. Termination for Default. The State may terminate the contract for cause. In the event this contract is terminated for cause, the State will only reimburse the Contractor for accepted work or deliverables received up to the date of termination. In the event this contract is terminated for cause, final payment to the Contractor may be withheld at the discretion of the State until completion of final audit. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Contractor, and the State may withhold any payment to the Contractor for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Contractor is determined. If it is determined that the Contractor was not in default then such termination shall be treated as a termination for convenience as described herein. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor under this contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Contractor shall be obligated to return any payment advanced under the provisions of this contract.
- b. Termination for Convenience. The State shall have the right to terminate this contract at any time the State determines necessary by giving the Contractor at least twenty (20) calendar days prior written notice. If notice is so given, this contract shall terminate on the expiration of the specified time period, and the liability of the parties hereunder for further performance of the terms of this contract shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor under this contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered.

In the event that the State terminates this contract under the Termination for Convenience provisions, the Contractor is entitled to submit a termination claim within ten (10) days of the

effective date of termination. The termination claim shall address and the State shall consider paying the following costs:

- I. the contract price for performance of work, which is accepted by the State, up to the effective date of the termination;
- II. reasonable and necessary costs incurred in preparing to perform the terminated portion of the contract;
- III. reasonable profit on the completed but undelivered work up to the date of termination;
- IV. the costs of settling claims arising out of the termination of subcontracts or orders, not to exceed 30 days pay for each subcontractor;
- V. reasonable accounting, legal, clerical, and other costs arising out of the termination settlement.

In no event shall reimbursement under this clause exceed the contract amount reduced by amounts previously paid by the State to the Contractor.

c. Immediate Termination. This contract is subject to immediate termination, in whole or in part, by the State without further liability in all of the following circumstances:

- I. In the event that the State determines that the health, safety, or welfare of persons receiving services may be in jeopardy;
- II. Upon verifying that the Contractor has engaged in or is about to participate in fraudulent or other illegal acts; or
- III. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Contract.

21. Stop Work Order. Upon written approval by the State Procurement Officer or delegee, the State may, by written order to the Contractor, at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period after the order is delivered to the Contractor. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, as legally extended, the State Procurement Officer or delegee shall either:

- a. Cancel the stop work order; or
- b. Terminate the work covered by such order; or
- c. Terminate the contract.

If a stop work order issued under this clause is properly canceled, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the contract shall be modified accordingly in writing pursuant to the terms of this contract dealing with contract modifications, if:

- a. The stop work order results in increased time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- b. The Contractor asserts claim for such an adjustment within thirty (30) days after the end of the period of work stoppage.

If the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise and such adjustment shall be in accordance with the Price Adjustment Clause of this contract.

22. Venue. The parties agree that exclusive venue for any action related to performance of this contract shall be in the City and County of Denver, Colorado.

23. Understanding of the Parties.

- a. Complete Integration. This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto

shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules.

- b. Severability. To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract 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.
- c. Binding Agreement. Except as herein specifically provided otherwise, it is expressly understood and agreed that this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. All rights of action relating to enforcement of the terms and conditions shall be strictly reserved to the State and the named Contractor. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Contractor that any such person or entity, other than the State or the Contractor, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.
- d. Waiver. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.
- e. Continuing Obligations. The State and the Contractor's obligations under this contract shall survive following termination or expiration to the extent necessary to give effect to the intent and understanding of the parties.
- f. Assignment and Change In Ownership, Address, Financial Status. Except as herein specifically provided otherwise, the rights, duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, subgranted or subcontracted except with the express prior written consent of the State, which consent shall not be unreasonably withheld. In the case of assignment or delegation, Contractor and the State shall execute the standard State novation agreement prior to the assignment or delegation being effective against the State. The subgrants and subcontracts permitted by the State shall be subject to the requirements of this contract. The Contractor is responsible for all subcontracting arrangements, delivery of services, and performance of any subgrantor or subcontractor. The Contractor warrants and agrees that any subgrant or subcontract, resulting from its performance under the terms and conditions of this contract, shall include a provision that the said subgrantor or subcontractor shall abide by the terms and conditions hereof. Also, the Contractor warrants and agrees that all subgrants or subcontracts shall include a provision that the subgrantor or subcontractor shall indemnify and hold harmless the State. The subgrants or subcontractors must be certified to work on any equipment for which their services are obtained.

This provision shall not be construed to prohibit assignments of the right to payment to the extent permitted by section 4-9-318, CRS, provided that written notice of assignment adequate to identify the rights assigned is received by the controller for the agency, department, or institution executing this contract. Such assignment shall not be deemed valid until receipt by such controller – as distinguished from the State Controller – and the Contractor assumes the risk that such written notice of assignment is received by the controller for the agency, department, or institution involved.

The Contractor is required to formally notify the State prior to, or if circumstances do not allow prior notification then immediately following, any of the following:

- I. change in ownership;
- II. change of address;
- III. the filing of bankruptcy.

- g. Force Majeure. Neither the Contractor nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that,

such delay or failure is caused by “force majeure.” As used in this contract “force majeure” means acts of God; acts of the public enemy; acts of the State and any governmental entity in its sovereign or contractual capacity; fires; floods, epidemics; quarantine restrictions, strikes or other labor disputes; freight embargoes; or unusually severe weather.

- h. Changes In Law. This contract is subject to such modifications as may be required by changes in applicable federal or State law, or their implementing rules, regulations, or procedures. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in the form of a written amendment to this Contract that has been previously executed and approved in accordance with applicable law.
- i. Media or Public Announcements. Unless otherwise provided for in this Contract, the Contractor shall not make any news release, publicity statement, or other public announcement, either in written or oral form that concerns the work provided under this Contract, without the prior written approval of the State. The Contractor shall submit a written request for approval to the State no less than ten (10) business days before the proposed date of publication. The State shall not unreasonably withhold approval of the Contractor’s written request to publish. Approval or denial of the Contractor’s request by the State, shall be delivered to the Contractor in writing within six (6) business days from the date of the State’s receipt of Contractor’s request for approval.

If required by the terms and conditions of a federal or state grant, the Contractor shall obtain the prior approval of the State and all necessary third parties prior to publishing any materials produced under this Contract. If required by the terms and conditions of a federal or state grant, the Contractor shall also credit the State and all necessary third parties with assisting in the publication of any materials produced under this Contract. It shall be the obligation of the Contractor to inquire of the State as to whether these requirements exist and obtain written notification from the State as Contractor deems appropriate.

- 24. Intellectual Indemnity. Contractor shall defend, at its sole expense, any claim(s) or suit(s) brought against the State alleging that the use by the State of any product(s), or any part thereof, supplied by Contractor under this agreement constitutes infringement of any patent, copyright, trademark, or other proprietary rights, provided that the State gives Contractor written notice within twenty (20) days of receipt by the State of such notice of such claim or suit, provides assistance and cooperation to Contractor in connection with such action, and Contractor has sole authority to defend or settle the claim. Contractor shall consult the State regarding such defense and the State may, at its discretion and expense, participate in any defense. Should the State not choose to participate, Contractor shall keep the State advised of any settlement or defense.

Contractor shall have liability for all such claims or suits, except as expressly provided herein, and shall indemnify the State for all liability incurred by the State as a result of such infringement. Contractor shall pay all reasonable out-of-pocket costs and expenses, and damages finally awarded by a court of competent jurisdiction, awarded or agreed to by Contractor regarding such claims or suits.

If the product(s), or any part thereof, become the subject of any claim, suit or proceeding for infringement of any patent, trademark or copyright, or in the event of any adjudication that the product(s), or any part thereof, infringes any patent, trademark or copyright, or if the sub-license or use of the product(s), or any part thereof, is enjoined, Contractor, after consultation with the State, shall do one of the following at Contractor's expense:

- a. produce for the State the right under such patent, trademark or copyright to use or sub-license, as appropriate, the product or such part thereof; or
- b. replace the product(s), or part thereof, with other suitable products or parts conforming to the original license and State specifications; or
- c. suitably modify the products, or part thereof.

Except as otherwise expressly provided herein, Contractor shall not be liable for any costs or expenses incurred without its prior written authorization.

Contractor shall have no obligation to defend against or to pay any costs, damages or attorney's fees with respect to any claim based upon:

- a. the use of an altered release if Contractor had not consented to the alteration; or
- b. the combination, operation or use of the product(s) with programs or data which were not furnished by Contractor, if such infringement would have been avoided if the programs or data furnished by persons or entities other than Contractor had not been combined, operated or used with the product(s); or
- c. the use of product(s) on or in connection with equipment or software not permitted under this contract if such infringement would have been avoided by not using the product(s) on or in connection with such other equipment or software.

25. Conformance with Law. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include:

- a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
- b. the "Hatch Act" (5 U.S.C. 1501-1508) and Public Law 95-454, Section 4728
- c. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
- d. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- e. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
- f. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
- g. if the Contractor is acquiring an interest in real property and displacing households or businesses in the performance of this Contract, then the Contractor is in compliance with the "Uniform Relocation Assistance and Real Property Acquisition Policies Act", as amended, (Public Law 91-646, as amended, and Public Law 100-17, 101 Stat. 246 - 256);
- h. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);
- i. Section 2101 of the Federal Acquisition Streamlining Act of 1994, Public Law 103-355; and
- j. If the Contractor is a covered entity under the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. 1320d - 1320d-8, the Contractor shall comply with applicable HIPAA requirements. **If Contractor is a business associate under HIPAA, Contractor hereby agrees to, and has an affirmative duty to, execute the State's current HIPAA Business Associate Agreement. In this case, Contractor must contact the State's representative and request a copy of the Business Associate Agreement, complete the agreement, have it signed by an authorized representative of the Contractor, and deliver it to the State.**
- k. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
- l. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
- m. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.3(b), in accordance with Executive Order 11246, "Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal

- Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- n. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
  - o. if the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
  - p. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
  - q. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
26. **Contractor Affirmation.** If this Contract involves federal funds or compliance is otherwise federally mandated, then by signing and submitting this Contract the Contractor affirmatively avers that:
- a. the Contractor is in compliance with the requirements of the “Drug-Free Workplace Act” (Public Law 100-690 Title V, Subtitle D, 41 U.S.C. 701 et seq.);
  - b. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
  - c. the Contractor shall comply with all applicable regulations pursuant to Section 319 of Public Law 101-121, Guidance for New Restrictions on Lobbying, including, Certification and Disclosure, 29 C.F.R. 93.110(1990) and where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
27. **Annual Audits.** If the Contractor expends federal funds from all sources (direct or from pass-through entities) in an amount of \$750,000 or more during its fiscal year, then the Contractor shall have an audit of that fiscal year in accordance with Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). If the Contractor expends federal funds received from the State in an amount of \$750,000 or more during its fiscal year, then the Contractor shall furnish one (1) copy of the audit report(s) to the State’s Internal Audit Office within thirty (30) calendar days after the Contractor’s receipt of its auditor’s report or nine (9) months after the end of the Contractor’s audit period, whichever is earlier. If (an) instance(s) of noncompliance with federal laws and regulations occurs, then the Contractor shall take all appropriate corrective action(s) within six (6) months of the issuance of (a) report(s).
28. **Holdover.** In the event that the State desires to continue the services provided for in this Contract and a replacement contract has not been fully executed by the expiration date of the Contract, this Contract may be extended unilaterally by the State for a period of up to two (2) months upon written notice to the Contractor under the same terms and conditions of the original Contract including, but not limited to, prices, rates, and service delivery requirements. However, this extension terminates when the replacement contract becomes effective when signed by the State Controller or an authorized delegate.
29. **Survival of Certain Contract Terms.** Notwithstanding anything in this contract to the contrary, the parties understand and agree that all terms and conditions of this contract which may require continued performance, compliance, or effect beyond the termination date of the contract and shall survive such termination date and shall be enforceable by the State as provided herein in the event of failure to perform or comply by the Contractor.
30. **STATEWIDE CONTRACT MANAGEMENT SYSTEM** *[This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is \$100,000 or higher]*

By entering into this Contract, Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be evaluated in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

31. Performance Outside the State of Colorado and/or the United States

**[Not applicable if Contract Funds include any federal funds]**

Following the Effective Date, Contractor shall provide written notice to the State, in accordance with the Notices and Representatives provision, within 20 days of the earlier to occur of Contractor's decision to perform, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this provision shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Contractor to provide notice to the State under this provision shall constitute a material breach of this Contract.

## SPECIAL PROVISIONS

These Special Provisions apply to all contracts except where noted in *italics*.

1. **CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY. CRS §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.
3. **GOVERNMENTAL IMMUNITY.** No term or condition of this contract 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, CRS §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.
4. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its 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 Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall **(a)** provide and 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 its acts and those of its employees and agents.
5. **COMPLIANCE WITH LAW.** Contractor 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.
6. **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. 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 contract, to the extent capable of execution.
7. **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 contract or incorporated herein by reference shall be null and void.
8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
9. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§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 contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
10. **VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements]** Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; **(c)** unpaid loans due to

the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action.

- 11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.** [*Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services*] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, **(b)** shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, **(c)** shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.
- 12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Contractor, 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 CRS §24-76.5-101 et seq., and **(c)** has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

**\* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

**CONTRACTOR:**

STATE OF COLORADO:

**JOHN W. HICKENLOOPER, GOVERNOR**

\_\_\_\_\_  
Legal Name of Contracting Entity

**By:** \_\_\_\_\_

For Executive Director

\_\_\_\_\_  
Print Name of Authorized Officer

**Department of Public Health and Environment**

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

**Department Program Approval:**

\_\_\_\_\_  
Print Title of Authorized Officer

**By:** \_\_\_\_\_

>Insert Name and Title of Program Signer<

**LEGAL REVIEW**

Cynthia H. Coffman, Attorney General

**By:** \_\_\_\_\_

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.**

**STATE CONTROLLER:  
Robert Jaros, CPA, MBA, JD**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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**ADDITIONAL PROVISIONS**  
To Original Contract Routing Number 17 FEEA 96954

**These provisions are to be read and interpreted in conjunction with the provisions of the Contract specified above.**

1. This Contract contains State Natural Resource Damage (NRD) funds.

The state funds come from the Natural Resource Damage (NRD) Recovery Fund authorized by C.R.S. 25-16-104.7, as amended. The purpose of the NRD fund is to provide for the restoration, replacement, or acquisition of natural resources which have been injured, destroyed, or lost as a result of the release of hazardous substances (hereinafter collectively referred to as “restoration”).

The NRD funds come from the Rocky Mountain Arsenal natural resource damages settlement fund, (“Recovery Fund”).

The State Natural Resources Trustees for the Rocky Mountain Arsenal (“Trustees”) Resolution is attached hereto as, **Attachment A-1**, and incorporated by this reference, has awarded funds to the Contractor for this Project.

2. The Contractor shall be permitted to use the funds from this Contract as matching funds in order to secure additional funding sources. However, this provision shall specifically exclude other Natural Resource Damage (NRD) contracts from this allowance.

3. To receive compensation under the Contract, the Contractor shall submit a signed Quarterly CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website <https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links> and is incorporated and made a part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget.

The Contractor shall submit the following documentation with the completed CDPHE Reimbursement Invoice Form and Expenditure Details page: (1) copies of the USPAP appraisal for each property interest; (2) copies of recorded deeds showing recorded easements; (3) copies of surveys; (5) documentation of matching funds; and (6) any additional documents requested by the CDPHE Project Manager reasonably necessary to support an invoice.

Susan Newton, CDPHE Project Manager  
HMWMD-RP-B2  
Colorado Department of Public Health and Environment  
4300 Cherry Creek Drive South  
Denver, Colorado 80246  
303-692-3321  
[susan.newton@state.co.us](mailto:susan.newton@state.co.us)

Scan the completed and signed CDPHE Reimbursement Invoice Form and supporting documentation into an electronic document. Email the scanned invoice and Expenditure Details page and supporting documentation to the CDPHE Project Manager.

Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Contract.

Unless otherwise provided for in the Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

4. Time Limit for Acceptance of Deliverables.

- a. Evaluation Period. The State shall have **ten (10)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
- b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **fifteen (15)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.
- c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **ten (10)** calendar days, to correct the noted deficiencies.

5. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

6. This award does not include funds for Research and Development.

7. If the Contractor maintains or uses the Project Site in a manner inconsistent with their final approved proposal to the NRD Trustees, the Contractor shall return to the State 100% of the funds from this Contract.

8. Section 1 of the Contract, General Provisions, page 3, as stated shall be deleted and the following substituted in its place:

"Governmental Immunity: "Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S"

9. The first sentence of Section 24, of the Contract, General Provisions, page 11, as stated shall be deleted and the following substituted in its place:

"Intellectual Indemnity. To the extent allowed by law, the Contractor shall defend, at its sole expense, any claim(s) or suit(s) brought against the State alleging that the use by the State of any product(s), or any part thereof, supplied by Contractor under this agreement constitutes infringement of any patent, copyright, trademark, or other proprietary rights, provided that the State gives Contractor written notice within twenty (20) days of receipt by the State of such notice of such claim or suit, provides assistance and cooperation to Contractor in connection with such action, and Contractor has sole authority to defend or settle the claim."

**COLORADO NATURAL RESOURCE TRUSTEES  
RESOLUTION NOVEMBER 4, 2016  
CONCERNING ADAMS COUNTY'S WILLOW BAY PROPERTY  
ACQUISITION**

**WHEREAS**, the Colorado Natural Resource Trustees ("Trustees") are responsible for the management and direction of Colorado's natural resource damages program;

**WHEREAS**, the Trustees are responsible for administering State funds to restore, replace or acquire the equivalent of injured natural resources;

**WHEREAS**, the Rocky Mountain Arsenal ("RMA") natural resource damages ("NRDs") settlement established a fund of \$10 million for Northeast Greenway Corridor projects ("Foundation Fund") and a fund of \$17.4 million for NRDs projects ("Recovery Fund");

**WHEREAS**, on November 17, 2014, the Trustees approved an integrated set of resource restoration projects proposed by the Northeast Greenway Corridor Advisory Committee ("NGC") for the Recovery Fund monies, including approving Adams County's request for \$3,685,901 to acquire two parcels totaling 224 acres along the South Platte River, subject to several conditions;

**WHEREAS**, the November 17, 2014 resolution approving Adams County's request for money recognized "the Recovery Fund money is not available until interest earned on the Fund repays the Hazardous Substances Response Fund and the State General Fund for the approximately \$2.2 million in litigation expenses incurred by the State in pursuing its NRD claim against Shell Oil Company and the United States Army";

**WHEREAS**, as of October 2016, approximately \$490,000 in litigation expenses remains to be repaid;

**WHEREAS**, on February 27, 2014, the Trustees agreed in principle to the Northeast Greenway Corridor Working Group's ("NGC") proposal for each NGC project proponent to pay a percentage of the remaining litigation expenses to "unlock" the Recovery Fund money sooner than the interest will repay the litigation expenses;

**WHEREAS**, due to increases in property values in the region, Adams County now seeks to amend their request for money pursuant to their Willow Bay Property Acquisition project application, dated 10/17/2016, which requests

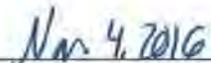
\$3,685,901 to purchase a 163 acre open space property abutting the South Platte River in Adams County;

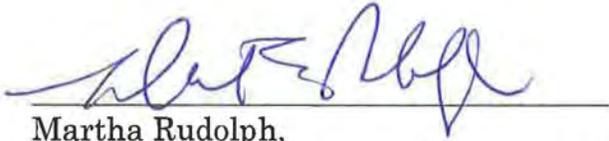
**NOW THEREFORE**, the Colorado Natural Resource Trustees resolve as follows:

The Trustees do hereby approve release of \$3,685,901 ("Funds") from the RMA NRD Recovery Fund to be applied toward Adams County's ("Proponent") project as described in its "Willow Bay Property Acquisition" proposal ("Proposal"), dated October 17, 2016, subject to the following conditions:

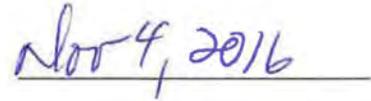
- 1) This approval expires five years from the date of execution of this resolution.
- 2) Release of the Funds is contingent on the Proponent contributing matching funds to the project pursuant to the Proposal and consistent with the Trustees' matching funds policy;
- 3) Prior to release of any of the Funds, interest on the Recovery Fund must fully repay the litigation expenses or the Proponent must repay litigation expenses in an amount and manner determined by the Trustees' staff;
- 4) Any land acquired with the Funds must be encumbered by a conservation easement that has been reviewed and approved by the Trustees' staff. The conservation easement:
  - a. must include an agricultural use plan or management plan;
  - b. must prohibit disturbance of the surface of the property during any extraction of subsurface oil and gas;
  - c. must prohibit further mining of sand and gravel;
- 5) Release of the Funds is contingent on compliance with all laws and regulations, including but not limited to: State and Federal laws, local ordinances, permitting and zoning requirements, and water rights requirements.

  
\_\_\_\_\_  
Cynthia H. Coffman  
Colorado Attorney General

  
\_\_\_\_\_  
Date



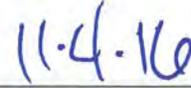
Martha Rudolph,  
Director of Environmental Programs, CDPHE



Date



Robert Randall, Executive Director, DNR



Date

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**STATEMENT OF WORK**  
To Original Contract Routing Number 17 FEEA 96954

**These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.**

**I. Project Description:**

This project serves to acquire Willow Bay as part of the Rocky Mountain Arsenal (RMA) Natural Resource Damages (NRD) Recovery Fund. This acquisition shall preserve additional Soutt Platte River habitat and add to the permanently preserved open spaces in Adams County for Colorado residents.

**II. Definitions:**

- 1. CDPHE Colorado Department of Public Health and Environment
- 2. C.R.S. Colorado Revised Statutes
- 3. DNR Colorado Department of Natural Resources
- 4. GOCO Great Outdoors Colorado
- 5. HMWMD Hazardous Materials and Waste Management Division of CDPHE
- 6. NRD Natural Resource Damages
- 7. RMA Rocky Mountain Arsenal
- 8. Willow Bay An open space property that is five (5) miles northwest of the RMA. Willow Bay and the RMA are connected through Second Creek, which runs from the northeast corridor of the RMA to the Willow Bay property. Willow Bay is adjacent to and abutting the South Platte River in Adams County, within the city limits of Brighton. The property contains a 100 acre lake.
- 9. Trustee(s) NRD Trustees: Colorado Attorney General and executive directors from CDPHE and DNR
- 10. USPAP Uniform Standards of Professional Appraisal Practice

**III. Work Plan:**

<b>Goal #1:</b> To increase open spaces and natural habitats for the citizens of Colorado.	
<b>Objective #1:</b> No later than the expiration date of this contract, the Contractor shall acquire Willow Bay.	
<b>Primary Activity #1</b>	1. The Contractor shall acquire Willow Bay.
<b>Sub-Activities #1</b>	2. The Contractor shall attend a contract kick-off meeting conducted by CDPHE. 3. The Contractor shall obtain a survey of Willow Bay. 4. The Contractor shall obtain an appraisal of Willow Bay. 5. The Contractor shall obtain a title policy for Willow Bay. 6. The Contractor shall obtain a fully executed and recorded property deed for Willow Bay. 7. The Contractor shall submit an electronic copy of a fully executed and recorded property deed for Willow Bay 8. The Contractor shall obtain a conservation easement from Adams County to a neutral third party for Willow Bay. 9. The Contractor shall submit electronic copies of all conservation easements relating to Willow Bay. 10. The Contractor shall create a land management plan for Willow Bay .

<p style="text-align: center;"><b>Standards and Requirements</b></p>	<ol style="list-style-type: none"> <li>1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.</li> <li>2. The Contractor shall comply with the Colorado Natural Resource Trustees Resolution, Attachment A-1, incorporated and made part of this contract by reference.</li> <li>3. The Contractor shall obtain an appraisal that conforms with the Uniform Standards of Professional Appraisal Practice (USPAP). This information can be found on the Appraisal Foundation website <a href="http://www.appraisalfoundation.org/imis/TAF/Standards/Appraisal_Standards/Uniform_Standards_of_Professional_Appraisal_Practice/TAF/USPAP.aspx?hkey=a6420a67-dbfa-41b3-9878-fac35923d2af">http://www.appraisalfoundation.org/imis/TAF/Standards/Appraisal_Standards/Uniform_Standards_of_Professional_Appraisal_Practice/TAF/USPAP.aspx?hkey=a6420a67-dbfa-41b3-9878-fac35923d2af</a> and is incorporated and made part of this contract by reference.</li> <li>4. The Contractor shall pay no more than the appraised value for Willow Bay.</li> <li>5. The Contractor shall comply with Great Outdoors Colorado (GOCO) Land Acquisition Procedures. This information is available on the GOCO website <a href="http://www.goco.org/sites/default/files/Land%20Acquisition%20Procedures%20-%20January%202017%20update.pdf">http://www.goco.org/sites/default/files/Land%20Acquisition%20Procedures%20-%20January%202017%20update.pdf</a> and is incorporated and made part of this contract by reference.</li> <li>6. The Contractor shall maintain the acquired property in a natural state.</li> <li>7. The Contractor shall obtain a conservation easement for Willow Bay from Adams County to an approved neutral third party. Conservation easements shall adhere to the requirements of the NRD Trustees as outlined in Attachment A-1. The NRD trustees' staff shall approve the conservation easement.</li> <li>8. The Contractor shall prohibit the residential development of Willow Bay.</li> <li>9. The Contractor shall create a land management plan covering all facets of natural resource management including noxious weed control, erosion control, forestry, revegetation of disturbed sites, and the restoration of wetlands, riparian areas, and short grass.</li> <li>10. The Contractor shall comply with the land management plan.</li> <li>11. The Contractor shall make ecological improvements to the property's soil, ground water, surface water, and biological resources as approved in Attachment A-1.</li> <li>12. The Contractor shall be permitted to utilize Willow Bay as an open space with passive recreational activities such as hiking, bicycling, picnicking, horseback riding, and wildlife viewing as authorized by Attachment A-1.</li> <li>13. The Contractor shall be permitted to create basic amenities such as parking lots, restrooms, trash receptacles and signage to facilitate public access and enjoyment of Willow Bay.</li> <li>14. The Contractor shall not use Willow Bay for gravel mining.</li> <li>15. The Contractor shall not subdivide, sell, lease, use or allow the use of any portion of the acquired property for any purpose other than those specifically enumerated in the approved conservation easement.</li> </ol>	
<p style="text-align: center;"><b>Expected Results of Activity(s)</b></p>	<ol style="list-style-type: none"> <li>1. An increase in permanently preserved open spaces in Adams County.</li> </ol>	
<p style="text-align: center;"><b>Measurement of Expected Results</b></p>	<ol style="list-style-type: none"> <li>1. Evidence of the executed and recorded property deed.</li> <li>2. Copies of the recorded easements.</li> </ol>	
<p style="text-align: center;"><b>Deliverables</b></p>	<ol style="list-style-type: none"> <li>1. The CDPHE Project Manager will provide a contract kick-off meeting.</li> </ol>	<p><b>Completion Date</b></p> <p>No later than 30 business days after the contract execution date.</p>
	<ol style="list-style-type: none"> <li>2. The Contractor shall attend a contract kick-off meeting.</li> </ol>	<p>No later than 30 calendar days after the contract execution date.</p>

	3. The Contractor shall submit electronic copies of a fully executed and recorded property deed.	No later than 30 calendar days before the contract expiration date.
	4. The Contractor shall provide electronic copies of recorded property easements.	No later than 30 calendar days before the contract expiration date.

**IV. Monitoring:**

CDPHE’s monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CDPHE Project Manager. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor’s performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

**V. Resolution of Non-Compliance:**

The Contractor will be notified in writing within **(10)** calendar days of discovery of a compliance issue. Within **(15)** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the CDPHE Project Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

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**BUDGET**

To Original Contract Routing Number 17 FEEA 96954

**These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.**

**I. Project Budget:**

\$3,685,901.00

1. Total Project Budget may be divided among multiple property purchases to acquire Willow Bay.
2. Project funds are only allowed for the acquisition of real property.
  - a. This includes all transactional costs, such as title policies, escrow fees, agent fees, surveys, due diligence and other related costs.
  - b. This may not include any personnel or related costs of the contractor.
3. Reimbursement for the acquisition of real property interests is only authorized up to the amount of the fair market value as established by the appraisal.

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## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 20, 2017
<b>SUBJECT:</b> Board and Commission Appointment
<b>FROM:</b> Katie Burczek, Board of County Commissioner's Office
<b>AGENCY/DEPARTMENT:</b> Board of County Commissioner's Office
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the resolution.

### **BACKGROUND:**

The Commissioners have discussed the following appointment to the Boards and Commissions and have asked that the following appointment be placed on consent.

Michael E. Eggleston  
Board of Fire Code Appeals – Alternate Member  
Term Expiration of January 30, 2020

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

### **ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

**Fund:**

**Cost Center:**

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

**RESOLUTION APPOINTING MICHAEL E. EGGLESTON AS AN ALTERNATE MEMBER TO THE BOARD OF FIRE CODE APPEALS**

WHEREAS, a vacancy currently exists for an alternate member for Board of Fire Code Appeals; and,

WHEREAS, Michael E. Eggleston has expressed an interest in serving on the Board of Fire Code Appeals; and,

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

WHEREAS, the Board of County Commissioners selected Michael E. Eggleston to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Michael E. Eggleston shall be appointed as an alternate member of the Board of Fire Code Appeals.

Term Expires

Michael E. Eggleston

January 30, 2020



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 20, 2017
<b>SUBJECT:</b> Colorado Opportunity Scholarship Initiative Grant – 2016/2020
<b>FROM:</b> Raymond H. Gonzales, Interim County Manger
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON</b> January 19, 2016
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves a resolution entering into a grant agreement between Colorado Department of Higher Education and Adams County Education Consortium for the purpose of providing Adams County High School graduates with multi-year scholarship opportunities for students entering post-secondary education.

### **BACKGROUND:**

The Colorado Opportunity Scholarship Initiative (COSI) is a program administered by the Department of Higher Education encouraging local governments and communities to increase the amount of funding to leverage more scholarship opportunities to postsecondary students within Colorado. Adams County has received an allocation of \$516,718 to provide scholarships to eligible students. This funding requires a 1:1 match. Adams County is utilizing the voter-approved tax on retail marijuana and retail marijuana products passed in the 2014 election.

The Adams County Scholarship Fund was established in order to address the needs of low income students facing multiple barriers to completing post-secondary education. Each school district and school district foundation has a unique scholarship program that will help increase post-secondary credential completion and assist students to earn a livable wage.

Adams County partnered with Adams County Education Consortium a 501(c)(3) to be the fiscal agent of the Adams County Scholarship Fund. The scholarship programs are customized to the needs of each school district. This allows each school district to help reduce the attainment gap amongst minority students. The Colorado Opportunity Scholarship Initiative would create a life changing opportunity for the students who receive the scholarships and impact their entire extended family as well as the generations that follow in their footsteps.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Colorado Department of Higher Education  
Adams County Education Consortium

**ATTACHED DOCUMENTS:**

Resolution  
Grant Agreement

**FISCAL IMPACT:**

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

<b>Fund: 1</b>
<b>Cost Center: 9252</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	5047		\$1,000,000
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>\$1,000,000</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	8810		\$517,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$517,000</u>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

Appropriated during First Amendment on April 19, 2016.

RESOLUTION APPROVING GRANT AGREEMENT AMONG THE COLORADO DEPARTMENT OF HIGHER EDUCATION, ADAMS COUNTY, AND THE ADAMS COUNTY EDUCATION CONSORTIUM FOR THE PURPOSE OF PROVIDING ADAMS COUNTY HIGH SCHOOL GRADUATES WITH MULTI-YEAR SCHOLARSHIP OPPORTUNITIES FOR STUDENTS ENTERING POST-SECONDARY EDUCATION IN 2016-2020

WHEREAS, the Colorado Department of Higher Education has established the Colorado Opportunity Scholarship Initiative (COSI) to provide greater availability of scholarship dollars for Colorado students who meet the qualifications; and,

WHEREAS, Adam County established the Adams County Scholarship Fund (ACSF) in order to provide scholarship funding for high school graduates entering into post-secondary education; and,

WHEREAS, the Adams County Education Consortium will serve as the fiscal agent for the Adams County Scholarship Fund and will partner with Adams County schools districts and foundations; and,

WHEREAS, by means of the attached Grant Agreement the parties wish to set forth their respective rights and obligations.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Grant Agreement among the Colorado Department of Higher Education, Adams County, and the Adams County Education Consortium, a copy of which is attached hereto, be and hereby is approved.

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

**STATE OF COLORADO**  
**Colorado Department of Higher Education**  
**Grant Agreement**  
**with**  
**Adams County Education Consortium and Adams County**

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**1. PARTIES**

This Grant Agreement (hereinafter called “Grant”) is entered into by and among the Adams County Education Consortium (hereinafter called “Grantee”), Adams County (hereinafter called “County”), and the STATE OF COLORADO, acting by and through the Colorado Department of Higher Education on behalf of the Colorado Opportunity Scholarship Initiative (hereinafter called the “State” or “CDHE”).

**2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.**

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

**3. RECITALS**

**A. Authority, Appropriation, and Approval**

Authority to enter into this Grant exists in C.R.S. § 23-3.3-1001, *et seq.*, and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. § 23-3.3-1005 and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

#### **B. Consideration**

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

#### **C. Purpose**

This Grant Agreement addresses the second phase of the Scholarship Initiative, which is to build a scholarship fund leveraged by matching funds from nonprofit and private donors designed to incentivize increased scholarship giving in the State of Colorado. These dollars are intended to complement the services offered by student support programs that received funding during the first phase of the Scholarship Initiative, and to expand upon other student support services in the state.

Grant awards for matching student scholarships are intended to generate greater availability of scholarship dollars for Colorado students demonstrating need, promote scholarship programs that include student support services, encourage communities to create or leverage foundations that assist students with the costs of higher education and encourage pursuit of a degree or credential, and to align tuition assistance programs with workforce development programs.

The Scholarship Initiative shall distribute grants for matching student scholarships to entities committed and able to provide matching funds, and not directly to students. Grants will be awarded in three specific categories: County-based grants, Institution of Higher Education Grants, and Workforce Development grants. Criteria for matching student scholarships in each of the three categories will be determined and published annually in the initiative's request for proposal for matching student scholarship grants.

Adams County is a grant recipient in the County-Based category of matching student scholarship grants. Per Adams County's response to the initiative's request for proposal for matching student scholarship grants, herein incorporated by reference, the County has designated Grantee to receive and re-distribute Grant Funds designated to provide student tuition assistance in the Adams County area through the Adams County Scholarship Fund. CDHE, the County, and Grantee agree that (i) Grantee will receive and re-distribute such Grant Funds to local school district participants in the Adams County Scholarship Fund, referred to as "Subgrantees" for the purposes of this Agreement, in accordance with all requirements of 8 CCR 1504-9, (ii) County, Grantee, and Subgrantees have entered into a collaborative Memorandum of Understanding (MOU), attached as **Exhibit E**, to provide those Services described in **Exhibit A**, the Statement of Work, (iii) County will provide matching funds in an amount equivalent to the amount provided by the State, up to the maximum amount set forth in §7.A, and (iv) Grantee will timely provide proof of matching funds from County prior to disbursement of funds by the State using the commitment letter, attached as **Exhibit D**.

#### **D. References**

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

### **4. DEFINITIONS**

The following terms as used herein shall be construed and interpreted as follows:

#### **A. Budget**

"Budget" means the budget for the Work described in **Exhibit A**.

#### **B. Evaluation**

"Evaluation" means the process of examining Grantee's Work and rating it based on criteria established in §6 and **Exhibit A**.

#### **C. Exhibits and other Attachments**

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Statement of Work), **Exhibit B** (Annual Budget), **Exhibit C** (Grantee Report), **Exhibit D** (Commitment Letter), **Exhibit E** (Memorandum of Understanding), and **Exhibit F** (Service Agreement).

**D. Fiscal Year or FY**

“Fiscal Year” or “FY” means the State’s fiscal year, which begins on July 1 of each calendar year and ends on June 30 of the following calendar year.

**E. Goods**

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

**F. Grant**

“Grant” means this Grant, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

**G. Grant Funds**

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

**H. Matching Funds**

“Matching Funds” means scholarship funds raised by Grantee to satisfy the 1:1 funding match required by 8 CCR 1504-9 §2.04. Qualifying funds shall be funds that are raised or designated by Grantee specifically to satisfy the 1:1 contribution requirement for the purposes of this Grant and funds that were not previously directly or indirectly used to support existing scholarships.

**I. Party or Parties**

“Party” means the State or Grantee or County and “Parties” means the State and Grantee and County.

**J. Program**

“Program” means the Colorado Opportunity Scholarship Initiative grant program that provides the funding for this Grant.

**K. Review**

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6** and **Exhibit A**.

**L. Services**

“Services” means the required services to be performed by Grantee pursuant to this Grant.

**M. Subgrantee**

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

**N. Tuition Assistance**

“Tuition Assistance” means financial assistance to an eligible student of an eligible institution, including such financial assistance as is necessary to pay the costs of tuition, fees, books, housing, food, and transportation.

**O. Work**

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit A**, including the performance of the Services and delivery of the Goods.

**P. Work Product**

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

**5. TERM**

**A. Initial Term-Work Commencement**

The Parties respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate June 30, 2020 unless sooner terminated or further extended as specified elsewhere herein.

**B. Two Month Extension**

The State, at its sole discretion upon written notice to Grantee as provided in **§16**, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement

Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

## 6. STATEMENT OF WORK

### A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit A** on or before June 30, 2020. The State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

### B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

### C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

## 7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

### A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$516,718.00**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit A**. The maximum amount payable by the State to Grantee during each State fiscal year of this Grant shall be:

<b>\$264,817.98 in FY 2017/2018</b>
<b>\$125,950.01 in FY 2018/2019</b>
<b>\$125,950.01 in FY 2019/2020</b>

### B. Payment

#### i. Advance, Interim and Final Payments

Any advance payment allowed under this Grant or in **Exhibit A** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

#### ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State. Uncontested amounts not paid by the State within 45 days may, if Grantee so requests, bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Grantee shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

#### iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the

continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Grant, the State may immediately terminate this Grant in whole or in part without further liability in accordance with the provisions herein.

**iv. Erroneous Payments**

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other Grants, grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

**v. Invoice Schedule**

The State will disburse Grant Funds to Grantee according to the invoice schedule, attached as **Exhibit B**. Disbursements according to the invoice schedule are contingent on the Grantee's ability to raise matching funds for the purpose of this Grant. Payments of Grant Funds per the invoice schedule will not be administered until proof of funds (**Exhibit D**) has been received to the satisfaction of CDHE. The invoice schedule will reflect that matching funds provided by Grantee shall be used prior to the distribution of Grant Funds for the benefit of individual students receiving scholarships.

**C. Use of Funds**

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B**, the Budget. Grantee may adjust budgeted expenditure amounts up to 10% within each line item of the Budget without approval of the State, so long as the Grantee provides CDHE with advance notice of adjustments to the Budget in writing. Adjustments in excess of 10% shall be authorized by the State in an amendment to this Grant. The State's total consideration shall not exceed the maximum amount shown herein.

**D. Matching Funds**

County shall provide matching funds on a 1:1 basis as stated in **Exhibit B** and 8 CCR 1504-9 §2.04.1.1, up to the maximum amount set forth in **§7.A**. Grantee shall report to the State regarding the fundraising status of such funds using the commitment letter, attached as **Exhibit D**.

**8. REPORTING - NOTIFICATION**

Reports, Evaluations, and Reviews required under this **§8** shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with **§19**, if applicable.

**A. Performance, Progress, Personnel, and Funds**

Grantee shall submit a report to the State upon expiration or before termination of this Grant, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in **Exhibit A**.

**B. Litigation Reporting**

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of CDHE.

**C. Performance Outside the State of Colorado and/or the United States**

*[Not applicable if Grant Funds include any federal funds]* Following the Effective Date, Grantee shall provide written notice to the State, in accordance with **§16 (Notices and Representatives)**, within 20 days of the earlier to occur of Grantee's decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this **§8.C** shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Grantee to provide notice to the State under this **§8.C** shall constitute a material breach of this Grant.

#### **D. Noncompliance**

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Grant.

#### **E. Subgrants**

Copies of any and all subgrants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

### **9. GRANTEE RECORDS**

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

#### **A. Maintenance**

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the Record Retention Period) until the last to occur of the following: **(i)** a period of three years after the date this Grant is completed or terminated, or **(ii)** final payment is made hereunder, whichever is later, or **(iii)** for such further period as may be necessary to resolve any pending matters, or **(iv)** if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (the "Record Retention Period").

#### **B. Inspection**

Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of three years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or inequity in lieu of or in conjunction with such corrective measures.

#### **C. Monitoring**

Grantee shall permit the State, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

#### **D. Final Audit Report**

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

### **10. CONFIDENTIAL INFORMATION-STATE RECORDS**

Grantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

#### **A. Confidentiality**

Grantee shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State

records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

**B. Notification**

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

**C. Use, Security, and Retention**

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

**D. Disclosure-Liability**

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §10.

**11. CONFLICTS OF INTEREST**

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

**12. REPRESENTATIONS AND WARRANTIES**

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

**A. Standard and Manner of Performance**

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

**B. Legal Authority – Grantee and Grantee's Signatory**

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

**C. Licenses, Permits, Etc.**

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of

Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

#### **D. Signatures/E-delivery**

Electronic and scanned signatures shall have the same legal effect and can be enforced in the same way as a written signature and shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

### **13. INSURANCE**

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

#### **A. Grantee**

##### **i. Public Entities**

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each Grant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

##### **ii. Non-Public Entities**

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

#### **B. Grantee and Subgrantees**

Grantee shall require each Grant with Subgrantees, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

##### **iii. Worker's Compensation**

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee and Subgrantee employees acting within the course and scope of their employment.

##### **iv. General Liability**

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: **(a)** \$1,000,000 each occurrence; **(b)** \$1,000,000 general aggregate; **(c)** \$1,000,000 products and completed operations aggregate; and **(d)** \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Subgrantee shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Grantee a certificate or other document satisfactory to Grantee showing compliance with this provision.

##### **v. Automobile Liability**

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

##### **vi. Additional Insured**

Grantee and the State shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

##### **vii. Primacy of Coverage**

Coverage required of Grantee and Subgrantees shall be primary over any insurance or self-insurance program carried by Grantee or the State.

**viii. Cancellation**

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

**ix. Subrogation Waiver**

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

**C. Certificates**

Grantee and all Subgrantees shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant. No later than 15 days prior to the expiration date of any such coverage, Grantee and each Subgrantee shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant or any subgrant, Grantee and each Subgrantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

**14. BREACH**

**A. Defined**

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

**B. Notice and Cure Period**

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

**15. REMEDIES**

If Grantee is in breach under any provision of this Grant, the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

**A. Termination for Cause and/or Breach**

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

**i. Obligations and Rights**

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

**ii. Payments**

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

**iii. Damages and Withholding**

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

**B. Early Termination in the Public Interest**

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

**x. Method and Content**

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

**xi. Obligations and Rights**

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

**xii. Payments**

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

**C. Remedies Not Involving Termination**

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

**xiii. Suspend Performance**

Suspend Grantee’s performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State’s directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

**xiv. Withhold Payment**

Withhold payment to Grantee until corrections in Grantee’s performance are satisfactorily made and completed.

**xv. Deny Payment**

Deny payment for those obligations not performed, that due to Grantee’s actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

**xvi. Removal**

Demand removal of any of Grantee’s employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State’s best interest.

**xvii. Intellectual Property**

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State’s option (a) obtain for the State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

**16. NOTICES and REPRESENTATIVES**

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party’s principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

**A. State:**

Shelley Banker
Deputy Director – Colorado Opportunity Scholarship Initiative
Colorado Department of Higher Education
1560 Broadway, Suite 1600
Denver, CO 80202
shelley.banker@dhe.state.co.us

**B. Grantee:**

Chuck Gross
Executive Director
Adams County Education Consortium
12200 Pecos St. Unit 100
Westminster, CO, 80234
cgross@adamscountyed.com

**C. Adams County:**

Eva J. Henry
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Chair, Adams County Board of County Commissioners
Adams County
4430 S. Adams County Parkway 5th Floor, Suite C5000A
Brighton, CO, 80601
evajhenry@adcogov.org

**17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE**

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State’s exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee’s obligations hereunder without the prior written consent of the State.

**18. GOVERNMENTAL IMMUNITY**

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

**19. STATEWIDE GRANT MANAGEMENT SYSTEM**

If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Grant management system.

Grantee’s performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee’s performance shall be part of the normal Grant administration process and Grantee’s performance will be systematically recorded in the statewide Grant Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee’s obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee’s obligations. Such performance information shall be entered into the statewide Grant Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel & Administration (Executive Director), upon request by the CDHE, and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future Grants. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

## **20. GENERAL PROVISIONS**

### **A. Assignment and Subgrants**

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or Subgrantees approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting arrangements and performance.

### **B. Binding Effect**

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

### **C. Captions**

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

### **D. Counterparts**

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

### **E. Entire Understanding**

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

### **F. Indemnification-General**

Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

### **G. Jurisdiction and Venue**

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

### **H. Modification**

#### **xviii. By the Parties**

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

#### **xix. By Operation of Law**

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

### **I. Order of Precedence**

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- xx. Colorado Special Provisions,**
- xxi. The provisions of the main body of this Grant,**
- xxii. Exhibit A,**

**xxiii. Exhibit B,  
xxiv. Exhibit C,  
xxv. Exhibit D,  
xxvi. Exhibit E,  
xxvii. Exhibit F.**

**J. Severability**

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

**K. Survival of Certain Grant Terms**

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

**L. Taxes**

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

**M. Third Party Beneficiaries**

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party, except that Adams County shall be a third-party beneficiary of this Grant. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

**N. Waiver**

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

**O. CORA Disclosure**

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

**21. COLORADO SPECIAL PROVISIONS**

These Special Provisions apply to all Grants except where noted in italics.

**A. 1. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).**

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

**B. 2. FUND AVAILABILITY. CRS §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. 3. GOVERNMENTAL IMMUNITY.**

No term or condition of this Grant 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, CRS §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. 4. INDEPENDENT CONTRACTOR**

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its 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 Grantee or any of its agents or employees. Unemployment insurance benefits will be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and 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 its acts and those of its employees and agents.

**E. 5. COMPLIANCE WITH LAW.**

Grantee 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. 6. CHOICE OF LAW.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. 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 Grant, to the extent capable of execution.

**G. 7. 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 Grant or incorporated herein by reference shall be null and void.

**H. 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. 9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§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 Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

**J. 10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.**

*[Not applicable to intergovernmental agreements]* Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

**K. 11. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Grant and

will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

**L. 12. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.**

Grantee, 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 CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Grant.

SPs Effective 1/1/09

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

**22. SIGNATURE PAGE**

Grant Routing Number

**THE PARTIES HERETO HAVE EXECUTED THIS GRANT**

**\* Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

<p style="text-align: center;"><b>GRANTEE</b> <b>Adams County Education Consortium</b></p> <p>By: Chuck Gross Title: Executive Director</p> <hr/> <p style="text-align: center;">*Signature</p> <p>Date: _____</p> <p style="text-align: center;"><b>COUNTY</b> <b>Adams County</b></p> <p>By: Eva J. Henry Title: Chair, Adams County Board of County Commissioners</p> <hr/> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> <b>John W. Hickenlooper, Governor</b> Department of Higher Education Colorado Opportunity Scholarship Initiative</p> <hr/> <p>By: Diane C. Duffy – Chief Operating Officer Signatory avers to the State Controller or delegate that Grantee has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p>Date: _____</p>
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**ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State Grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.**

<p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____</p> <p>Michelle Zale, Controller, Colorado Department of Higher Education</p> <p>Date: _____</p>
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## EXHIBIT A – STATEMENT OF WORK

### 1. GRANTEE GOALS AND OBJECTIVES

#### 1.1 Grantee Goals:

With the combined total of \$1,033,436 in State allocation from COSI and matching funds provided by Adams County, Grantee will use these funds to award eligible students multi-year scholarships to increase postsecondary credential completion and to prepare Adams County students to earn a livable wage, by graduating with less debt, and to positively contribute to the growth of our state's economy. The program will be referred to as the Adams County Scholarship Fund. Grantee will use 2.5% of the total amount of funds, \$25,835.90, for administration support.

Adams County Scholarship Fund will be administered by Adams County Education Consortium in partnership with the following School Districts and School District Foundations: Adams 14 Education Foundation, School District 27J, Mapleton Education Foundation, Westminster Public School Foundation, Strasburg School District 31J, and Adams 12 Five Star Schools. Each School District and School District Foundation will be responsible for awarding eligible Adams County graduates with scholarships based on customized scholarship programs. A memorandum of understanding outlining this relationship is attached as Exhibit E.

Fifty Seven (57) high-achieving students enrolled in the free and reduced lunch program or whose income is determined to be between 0% and 250% of the maximum permissible income for the purpose of determining eligibility for Pell grants are eligible to apply for two to four-year scholarships from the Adams County Scholarship Fund, which range in value from \$5,000 - \$20,000.

#### 1.2 Grantee Objectives

##### **Objective 1:** Adams 14 Education Foundation

Award up to ten (10) scholarships in the amount of \$12,000 payable annually in the amount of \$3,000 for up to a four-year period, contingent upon continued success and enrollment in a Colorado Public Institution of Higher Education.

Through the Adams 14 Education Foundation, students will receive post-secondary school enrollment and preparation assistance. Other support services include: college coaching, peer mentoring, pre-college support and orientations, workshops and conferences, financial aid workshops, support with essay writing, resume building, and interviewing competency.

##### **Objective 2:** School District 27J

Award up to nine (9) scholarships in the amount of \$17,686.59, payable annually in the amount \$4,421.64 for up to a four-year period, contingent upon continued success and enrollment in a Colorado Public Institution of Higher Education.

Through the 27J Education Foundation, students will receive post-secondary school enrollment and preparation assistance. Other support services include: college coaching, peer mentoring, pre-college support and orientations, workshops and conferences, financial aid workshops, support with essay writing, resume building, and interviewing competency.

##### **Objective 3:** Mapleton Education Foundation

Award up to ten (10) scholarships in the amounts that range from \$5,000 to \$20,000 for a two- to four-year period, contingent upon continued success and enrollment in a Colorado Public Institution of Higher Education.

Through the Mapleton Education Foundation, students will receive post-secondary school enrollment and preparation assistance. Other support services include: college coaching, peer mentoring, pre-

college support and orientations, workshops and conferences, financial aid workshops, support with essay writing, resume building, and interviewing competency.

**Objective 4: Westminster Public Schools Foundation**

Award up to five (5) four-year scholarships in the amount of \$20,000 each payable annually in the amount of \$5,000 up to a four-year period, contingent upon continued success and enrollment in a Colorado Public Institution of Higher Education.

The remaining funds (approximately \$52,000) will support concurrent enrollment programs such as Project Lead the Way. The remaining funds will not be used to supplement District contracts and payments. Funds will be awarded to students who are taking college-level course work to earn college credit. Reducing the financial barrier for high school students to obtain college credit through programs such as Project Lead the Way will allow Westminster Public Schools to create a pipeline of potential scholarship recipients for the future.

Through the Westminster Public Schools Foundation, students will receive post-secondary school enrollment and preparation assistance. Other support services include: college coaching, peer mentoring, pre-college support and orientations, workshops and conferences, financial aid workshops, support with essay writing, resume building, and interviewing competency.

**Objective 5: Adams 12 Five Star Schools**

Award up to twenty (20) scholarships in the amount of \$21,150 payable annually in the amount of \$5,287.50, for up to a four-year period, contingent upon continued success and enrollment in a Colorado Public Institution of Higher Education.

Through the Adams 12 Five Star Schools Foundation, students will receive post-secondary school enrollment and preparation assistance. Other support services include: college coaching, peer mentoring, pre-college support and orientations, workshops and conferences, financial aid workshops, support with essay writing, resume building, and interviewing competency.

**Objective 6: Strasburg School District 31J**

Award two (2) scholarships in the amount of \$8,800 payable annually in the amount of \$2,200 for up to a four-year period contingent upon continued success and enrollment in a Colorado Public Institution of Higher Education.

Through the Starsburg Education Foundation, students will receive post-secondary school enrollment and preparation assistance. Other support services include: college coaching, peer mentoring, pre-college support and orientations, workshops and conferences, financial aid workshops, support with essay writing, resume building, and interviewing competency.

**Objective 6: Adams County Education Consortium**

Adams County Education Consortium (ACEC) is the fiscal agent for Adams County Board of County Commissioners. Per the grant guidelines, ACEC will use 2.5% of the combined State and matching funds, which is \$25,835.92, to administer the program.

**Objective 7:**

Adams County has committed to match the funds received from the State in the amount of \$516,718 and will provide 100% of the match for the Colorado Opportunity Scholarship Initiative.

This will allow School districts and school districts foundations to focus on administering the scholarship programs and not have to focus on fundraising new money.

## 2. GRANTEE IMPLEMENTATION PLAN

### 2.1 Timeline

Grantee will disperse scholarship awards to students in fall for academic years 2016-2017, 2017-2018, 2018-2019, and 2019-2020.

### 3. ASSURANCES

Grantee agrees to the following Assurances:

1. Grantee will annually provide DHE and Adams County with evaluation information required by Exhibit C.
2. Grantee will work with and provide requested data to DHE for the Colorado Opportunity Scholarship Initiative Matching Student Scholarship Grant within the time frames specified in the Data Use Agreement between Grantee and State, to be executed simultaneously with this Grant.
3. During year one, a mandatory one-day review of grant goals will be required for grant managers.
4. Grantee will not discriminate against any student with regard to race, gender, national origin, color, disability, or age.
5. Grantee will provide proof of matching funds provided by Adams County, as outlined in Exhibit D.
6. Grant Funds will be used to provide tuition assistance dollars as defined in this Grant and Grant Funds will be administered by the appropriate fiscal agent.
7. Funded projects will maintain appropriate fiscal and program records and fiscal audits of this program will be conducted by the Grantee as a part of its regular audits.
8. If any findings of misuse of these Grant Funds are discovered, Grant Funds will be returned to CDHE.
9. Grantee will maintain sole responsibility for the project even though Subgrantees may be used to perform certain services.
10. Grantee will comply with any applicable state and federal rules and regulations governing the distribution of scholarships, including all requirements imposed by 8 CCR 1504-9.
11. Grantee will distribute Grant Funds only to Colorado students whose income is determined to be between 0 and 100% or between 100 and 250% of the maximum permissible income for the purpose of determining eligibility for PELL grants. Grantee agrees that, to the extent possible, scholarships will be evenly distributed between students who are eligible for federal PELL grants and students whose household incomes are determined to be between 100 and 250% of the maximum permissible income for the purpose of determining eligibility for PELL grants.
12. Grantee agrees to consider the following criteria when determining a student applicant's eligibility to receive tuition assistance: courses of study, commitment to academic achievement, work experience, community involvement, and extracurricular activities.
13. Designated staff members will attend two, one-day leadership and best-practices symposia during each calendar year of the grant cycle.
14. Project modifications and changes in the approved budget must be requested in writing and be approved in writing by DHE **before** modifications are made to the expenditures. Grantee must contact Shelley Banker ([shelley.banker@dhe.state.co.us](mailto:shelley.banker@dhe.state.co.us), 303-974-2673) prior to making any modifications to the approved budget.

**EXHIBIT B – BUDGET**

<b>Summary of Budget for FY 2016-2017, 2017-2018, 2018-2019, and 2019-2020</b>	
Fall 2016 – Spring 2020, fifty-seven (57) two to four-year scholarships that range in value from \$5,000 - \$20,000.	\$1,007,600.10
Administrative fees equal to 2.5% of the grant, allowable in the Request for Proposals for county-based grants.	\$25,835.90

The State will disburse Grant Funds to Grantee according to the invoice schedule below. The invoice schedule is contingent on the Grantee’s ability to raise 1:1 matching funds for the purpose of this Grant. Payments from the State per the invoice schedule will not be administered until proof of funds received from the County (using the template attached as **Exhibit D**) has been received. The invoice schedule shall first outline the use of matching funds, prior to the distribution of state funds, for the benefit of individual students receiving scholarships. The Grant start date will be the effective date. The Grant termination date will be June 30, 2020. The State intends to administer one (1) payment in FY 2016-2017, and one (1) payment in FY 2017-2018, one (1) payment in FY 2018-2019, and one (1) payment in FY 2019-2020.

<b>ACEC Proposed Invoice Schedule</b>				
<b>Month</b>	<b>Year</b>	<b>CDHE Amount</b>	<b>Match Amount</b>	<b>Source</b>
JUL	2016	\$0	\$490,882.10	Adams County
JUL	2016	\$0	\$25,835.90	Adams County
JUL	2017	\$264,817.98		Colorado Department of Higher Education
JUL	2018	\$125,950.01		Colorado Department of Higher Education
JUL	2019	\$125,950.01		Colorado Department of Higher Education
<b>Total</b>		<b>\$516,718</b>	<b>\$516,718</b>	<b>Total Award Amount including Grantee Match</b>

\*Grantee will use \$25,835.90 in administrative fees equal to 2.5% of the combined total of Grantee matching funds and State funds, allowable for county-based grants.

<b>Proposed Funding Amounts by School District</b>			
<b>Year</b>	<b>CDHE Amount</b>	<b>Match Amount</b>	<b>School District</b>
2016	\$0	\$25,835.90	Adams County Education Consortium Admin Fee
2016	\$14,520.06	\$13,794.06	Mapleton Public Schools
2016	\$56,943	\$54,095.85	Adams 12 Five Star Schools
2016	\$20,425.43	\$19,404.16	Adams 14
2016	\$19,897.42	\$18,902.55	School District 27J
2016	\$2,421.20	\$2,300.14	Strasburg 31J

2016	\$24,660.86	\$23,427.82	Westminster Public Schools
2017	\$12,260.03	\$11,647.03	Mapleton Public Schools
2017	\$55,538.59	\$52,761.66	Adams 12 Five Star Schools
2017	\$16,212.72	\$15,402.08	Adams 14
2017	\$19,897.42	\$18,902.55	School District 27J
2017	\$2,210.82	\$2,100.28	Strasburg 31J
2017	\$19,830.43	\$18,838.91	Westminster Public Schools
2018	\$12,260.03	\$11,647.03	Mapleton Public Schools
2018	\$55,538.58	\$52,761.65	Adams 12 Five Star Schools
2018	\$16,212.72	\$15,402.08	Adams 14
2018	\$19,897.42	\$18,902.55	School District 27J
2018	\$2,210.83	\$2,100.29	Strasburg 31J
2018	\$19,830.43	\$18,838.91	Westminster Public Schools
2019	\$12,260.01	\$11,647.01	Mapleton Public Schools
2019	\$55,538.61	\$52,761.68	Adams 12 Five Star Schools
2019	\$16,212.72	\$15,402.08	Adams 14
2019	\$19,897.43	\$18,902.56	School District 27J
2019	\$2,210.82	\$2,100.28	Strasburg 31J
2019	\$19,830.42	\$18,838.90	Westminster Public Schools
<b>Total</b>	<b>\$516,718</b>	<b>\$516,718</b>	

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

## EXHIBIT C – GRANTEE REPORT

Grantee must submit a performance report to DHE and the County on or before June 30, 2017, following the completion of the first year of grant funding, on or before June 30, 2018 following the completion of the second year of grant funding, on or before June 30, 2019 following the completion of the third year of grant funding, and on or before June 30, 2020 following the completion of the fourth year of grant funding.

1. Grantee will provide a brief description (1-2 pages) of the current status of Grantee's project. Grantee will describe the extent to which Grantee has implemented all program activities and components planned for this reporting period. Grantee will highlight major outcomes, successes, and concerns.
2. The mission of the Colorado Opportunity Scholarship Initiative is to increase postsecondary credential completion and preparedness of Colorado students to earn a livable wage, graduate with less debt, and positively contribute to the growth of their state's economy. Grantee will describe the ways in which Grantee's project is furthering the mission of the Scholarship Initiative. The written portion of the Grantee Report is an opportunity to share qualitative data and special circumstances that otherwise would not be reflected in quantitative results.
3. Grantee will describe the progress that Grantee's project has made towards accomplishing the objectives of Grantee's project for the applicable reporting period as outlined in Exhibit A, Statement of Work. Grantee will list all objectives in the table below, and indicate what activities have taken place, the quantitative results of those activities, and actions required (what, if any, changes do you intend to make in response to the results that you have seen?). Grantee may change the page layout of this table to landscape, if needed.

<b>Objectives:</b>	<b>Activities:</b>	<b>Results:</b>	<b>Actions Required:</b>
List the approved objectives from your grant application.	List the activities that have been conducted to meet the objective.	Has the objective been met? If not, what progress have you made in reaching the objective?	Are you planning to make changes to the grant in response to the results?

4. Annual program benchmarks. Using information provided pursuant to the Data Use Agreement, the State will evaluate Grantee's program and community on the measurements based on the evaluation criteria as defined in 8 CCR 1504-9. Grantee may be required to participate in additional research in addition to those listed in this Grantee Report.
  - Reductions in remediation rates and associated costs;
  - Increases in graduation rates;
  - Reductions in average time required to earn a degree;
  - Increases in student retention rates;
  - Reductions in disparities between the academic achievements of certain student populations based on demographic, geographic, and economic indicators;
  - Adoption of best practices for student support services;
  - Fulfillment of local workforce needs;
  - Reductions in student loan debt;
  - Improvements in tuition affordability; and
  - Improvements in students' access to federal grant programs and other federal sources of support for postsecondary students.

**EXHIBIT D – PROOF OF FUNDS LETTER**

[Date]

Shelley Banker  
Deputy Director, Colorado Opportunity Scholarship Initiative  
Colorado Department of Higher Education  
1560 Broadway Street, Suite 1600  
Denver, CO 80210

Dear Shelley,

May this letter serve as [Grantee’s] certification that [amount] in new scholarship dollars have been raised to match the State’s allocation of 1:1 Matching Student Scholarship grants.

These new funds were raised leveraging the state’s match, and were obtained from the following sources:

[State source of funds.]

- Individuals:
- Foundations:
- Corporations:
- Special Events:
- Other:
- **Total:**

With the signature(s) below, the board of [grantee] agrees to the above statements.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
[title]



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 20, 2017
<b>SUBJECT:</b> Colorado Opportunity Scholarship Initiative Grant – 2017/2020
<b>FROM:</b> Raymond H. Gonzales, Interim County Manger
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON</b> February 23, 2017
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves a resolution entering into a grant agreement between Colorado Department of Higher Education and Adams County Education Consortium for the purpose of providing Adams County High School graduates with multi-year scholarship opportunities for students entering post-secondary education.

### **BACKGROUND:**

The Colorado Opportunity Scholarship Initiative (COSI) is a program administered by the Department of Higher Education encouraging local governments and communities to increase the amount of funding to leverage more scholarship opportunities to postsecondary students within Colorado. Adams County has received an allocation of \$518,731 to provide scholarships to eligible students. This funding requires a 1:1 match. Adams County is utilizing the voter-approved tax on retail marijuana and retail marijuana products passed in the 2014 election.

The Adams County Scholarship Fund was established in order to address the needs of low income students facing multiple barriers to completing post-secondary education. Each school district and school district foundation has a unique scholarship program that will help increase post-secondary credential completion and assist students to earn a livable wage.

Adams County partnered with Adams County Education Consortium a 501(c)(3) to be the fiscal agent of the Adams County Scholarship Fund. The scholarship programs are customized to the needs of each school district. This allows each school district to help reduce the attainment gap amongst minority students. The Colorado Opportunity Scholarship Initiative would create a life changing opportunity for the students who receive the scholarships and impact their entire extended family as well as the generations that follow in their footsteps.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Colorado Department of Higher Education  
Adams County Education Consortium

**ATTACHED DOCUMENTS:**

Resolution  
Grant Agreement

**FISCAL IMPACT:**

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

<b>Fund: 1</b>
<b>Cost Center: 9252</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	5047		\$1,200,000
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>\$1,200,000</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	8810		\$518,731
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$518,731</u>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

RESOLUTION APPROVING GRANT AGREEMENT AMONG THE COLORADO DEPARTMENT OF HIGHER EDUCATION, ADAMS COUNTY, AND THE ADAMS COUNTY EDUCATION CONSORTIUM FOR THE PURPOSE OF PROVIDING ADAMS COUNTY HIGH SCHOOL GRADUATES WITH MULTI-YEAR SCHOLARSHIP OPPORTUNITIES FOR STUDENTS ENTERING POST-SECONDARY EDUCATION IN 2017-2021

WHEREAS, the Colorado Department of Higher Education has established the Colorado Opportunity Scholarship Initiative (COSI) to provide greater availability of scholarship dollars for Colorado students who meet the qualifications; and,

WHEREAS, Adam County established the Adams County Scholarship Fund (ACSF) in order to provide scholarship funding for high school graduates entering into post-secondary education; and,

WHEREAS, the Adams County Education Consortium will serve as the fiscal agent for the Adams County Scholarship Fund and will partner with Adams County schools districts and foundations; and,

WHEREAS, by means of the attached Grant Agreement the parties wish to set forth their respective rights and obligations.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Grant Agreement among the Colorado Department of Higher Education, Adams County, and the Adams County Education Consortium, a copy of which is attached hereto, be and hereby is approved.

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

**STATE OF COLORADO**  
**Colorado Department of Higher Education**  
**Grant Agreement**  
**with**  
**Adams County Education Consortium and Adams County**

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**1. PARTIES**

This Grant Agreement (hereinafter called “Grant”) is entered into by and among the Adams County Education Consortium (hereinafter called “Grantee”), Adams County (hereinafter called “County”), and the STATE OF COLORADO, acting by and through the Colorado Department of Higher Education on behalf of the Colorado Opportunity Scholarship Initiative (hereinafter called the “State” or “CDHE”).

**2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.**

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

**3. RECITALS**

**A. Authority, Appropriation, and Approval**

Authority to enter into this Grant exists in C.R.S. § 23-3.3-1001, *et seq.*, and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. § 23-3.3-1005 and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

#### **B. Consideration**

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

#### **C. Purpose**

This Grant Agreement addresses the second phase of the Scholarship Initiative, which is to build a scholarship fund leveraged by matching funds from nonprofit and private donors designed to incentivize increased scholarship giving in the State of Colorado. These dollars are intended to complement the services offered by student support programs that received funding during the first phase of the Scholarship Initiative, and to expand upon other student support services in the state.

Grant awards for matching student scholarships are intended to generate greater availability of scholarship dollars for Colorado students demonstrating need, promote scholarship programs that include student support services, encourage communities to create or leverage foundations that assist students with the costs of higher education and encourage pursuit of a degree or credential, and to align tuition assistance programs with workforce development programs.

The Scholarship Initiative shall distribute grants for matching student scholarships to entities committed and able to provide matching funds, and not directly to students. Grants will be awarded in three specific categories: County-based grants, Institution of Higher Education Grants, and Workforce Development grants. Criteria for matching student scholarships in each of the three categories will be determined and published annually in the initiative's request for proposal for matching student scholarship grants.

Adams County is a grant recipient in the County-Based category of matching student scholarship grants. Per Adams County's response to the initiative's request for proposal for matching student scholarship grants, herein incorporated by reference, the County has designated Grantee to receive and re-distribute Grant Funds designated to provide student tuition assistance in the Adams County area through the Adams County Scholarship Fund. CDHE, the County, and Grantee agree that (i) Grantee will receive and re-distribute such Grant Funds to local school district participants in the Adams County Scholarship Fund, referred to as "Subgrantees" for the purposes of this Agreement, in accordance with all requirements of 8 CCR 1504-9, (ii) County, Grantee, and Subgrantees have entered into a collaborative Memorandum of Understanding (MOU), attached as **Exhibit E**, to provide those Services described in **Exhibit A**, the Statement of Work, (iii) County will provide matching funds in an amount equivalent to the amount provided by the State, up to the maximum amount set forth in §7.A, and (iv) Grantee will timely provide proof of matching funds from County prior to disbursement of funds by the State using the commitment letter, attached as **Exhibit D**.

#### **D. References**

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

### **4. DEFINITIONS**

The following terms as used herein shall be construed and interpreted as follows:

#### **A. Budget**

"Budget" means the budget for the Work described in **Exhibit A**.

#### **B. Evaluation**

"Evaluation" means the process of examining Grantee's Work and rating it based on criteria established in §6 and **Exhibit A**.

#### **C. Exhibits and other Attachments**

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Statement of Work), **Exhibit B** (Annual Budget), **Exhibit C** (Grantee Report), **Exhibit D** (Commitment Letter), **Exhibit E** (Memorandum of Understanding), and **Exhibit F** (Service Agreement).

**D. Fiscal Year or FY**

“Fiscal Year” or “FY” means the State’s fiscal year, which begins on July 1 of each calendar year and ends on June 30 of the following calendar year.

**E. Goods**

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

**F. Grant**

“Grant” means this Grant, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

**G. Grant Funds**

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

**H. Matching Funds**

“Matching Funds” means scholarship funds raised by Grantee to satisfy the 1:1 funding match required by 8 CCR 1504-9 §2.04. Qualifying funds shall be funds that are raised or designated by Grantee specifically to satisfy the 1:1 contribution requirement for the purposes of this Grant and funds that were not previously directly or indirectly used to support existing scholarships.

**I. Party or Parties**

“Party” means the State or Grantee or County and “Parties” means the State and Grantee and County.

**J. Program**

“Program” means the Colorado Opportunity Scholarship Initiative grant program that provides the funding for this Grant.

**K. Review**

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6** and **Exhibit A**.

**L. Services**

“Services” means the required services to be performed by Grantee pursuant to this Grant.

**M. Subgrantee**

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

**N. Tuition Assistance**

“Tuition Assistance” means financial assistance to an eligible student of an eligible institution, including such financial assistance as is necessary to pay the costs of tuition, fees, books, housing, food, and transportation.

**O. Work**

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit A**, including the performance of the Services and delivery of the Goods.

**P. Work Product**

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

**5. TERM**

**A. Initial Term-Work Commencement**

The Parties respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate June 30, 2021 unless sooner terminated or further extended as specified elsewhere herein.

**B. Two Month Extension**

The State, at its sole discretion upon written notice to Grantee as provided in **§16**, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement

Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

## **6. STATEMENT OF WORK**

### **A. Completion**

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit A** on or before June 30, 2021. The State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

### **B. Goods and Services**

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

### **C. Employees**

All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

## **7. PAYMENTS TO GRANTEE**

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

### **A. Maximum Amount**

The maximum amount payable under this Grant to Grantee by the State is **\$518,731.00**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit A**. The maximum amount payable by the State to Grantee during each State fiscal year of this Grant shall be:

<b>\$129,682.75 in FY 2017/2018</b>
<b>\$129,682.75 in FY 2018/2019</b>
<b>\$129,682.75 in FY 2019/2020</b>
<b>\$129,682.75 in FY 2020/2021</b>

### **B. Payment**

#### **i. Advance, Interim and Final Payments**

Any advance payment allowed under this Grant or in **Exhibit A** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

#### **ii. Interest**

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State. Uncontested amounts not paid by the State within 45 days may, if Grantee so requests, bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Grantee shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

#### **iii. Available Funds-Contingency-Termination**

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are

used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Grant, the State may immediately terminate this Grant in whole or in part without further liability in accordance with the provisions herein.

**iv. Erroneous Payments**

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other Grants, grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

**v. Invoice Schedule**

The State will disburse Grant Funds to Grantee according to the invoice schedule, attached as **Exhibit B**. Disbursements according to the invoice schedule are contingent on the Grantee's ability to raise matching funds for the purpose of this Grant. Payments of Grant Funds per the invoice schedule will not be administered until proof of funds (**Exhibit D**) has been received to the satisfaction of CDHE. The invoice schedule will reflect that matching funds provided by Grantee shall be used prior to the distribution of Grant Funds for the benefit of individual students receiving scholarships.

**C. Use of Funds**

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B**, the Budget. Grantee may adjust budgeted expenditure amounts up to 10% within each line item of the Budget without approval of the State, so long as the Grantee provides CDHE with advance notice of adjustments to the Budget in writing. Adjustments in excess of 10% shall be authorized by the State in an amendment to this Grant. The State's total consideration shall not exceed the maximum amount shown herein.

**D. Matching Funds**

County shall provide matching funds on a 1:1 basis as stated in **Exhibit B** and 8 CCR 1504-9 §2.04.1.1, up to the maximum amount set forth in §7.A. Grantee shall report to the State regarding the fundraising status of such funds using the commitment letter, attached as **Exhibit D**.

**8. REPORTING - NOTIFICATION**

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

**A. Performance, Progress, Personnel, and Funds**

Grantee shall submit a report to the State upon expiration or before termination of this Grant, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in **Exhibit A**.

**B. Litigation Reporting**

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of CDHE.

**C. Performance Outside the State of Colorado and/or the United States**

*[Not applicable if Grant Funds include any federal funds]* Following the Effective Date, Grantee shall provide written notice to the State, in accordance with §16 (**Notices and Representatives**), within 20 days of the earlier to occur of Grantee's decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this §8.C shall be posted on the Colorado Department of Personnel &

Administration's website. Knowing failure by Grantee to provide notice to the State under this §8.C shall constitute a material breach of this Grant.

**D. Noncompliance**

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Grant.

**E. Subgrants**

Copies of any and all subgrants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

**9. GRANTEE RECORDS**

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

**A. Maintenance**

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the Record Retention Period) until the last to occur of the following: (i) a period of three years after the date this Grant is completed or terminated, or (ii) final payment is made hereunder, whichever is later, or (iii) for such further period as may be necessary to resolve any pending matters, or (iv) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (the "Record Retention Period").

**B. Inspection**

Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of three years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or inequity in lieu of or in conjunction with such corrective measures.

**C. Monitoring**

Grantee shall permit the State, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

**D. Final Audit Report**

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

**10. CONFIDENTIAL INFORMATION-STATE RECORDS**

Grantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

#### **A. Confidentiality**

Grantee shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

#### **B. Notification**

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

#### **C. Use, Security, and Retention**

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

#### **D. Disclosure-Liability**

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §10.

### **11. CONFLICTS OF INTEREST**

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

### **12. REPRESENTATIONS AND WARRANTIES**

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

#### **A. Standard and Manner of Performance**

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

#### **B. Legal Authority – Grantee and Grantee's Signatory**

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

#### **C. Licenses, Permits, Etc.**

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all

required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

**D. Signatures/E-delivery**

Electronic and scanned signatures shall have the same legal effect and can be enforced in the same way as a written signature and shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

**13. INSURANCE**

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

**A. Grantee**

**i. Public Entities**

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each Grant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

**ii. Non-Public Entities**

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

**B. Grantee and Subgrantees**

Grantee shall require each Grant with Subgrantees, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

**iii. Worker's Compensation**

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee and Subgrantee employees acting within the course and scope of their employment.

**iv. General Liability**

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: **(a)** \$1,000,000 each occurrence; **(b)** \$1,000,000 general aggregate; **(c)** \$1,000,000 products and completed operations aggregate; and **(d)** \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Subgrantee shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Grantee a certificate or other document satisfactory to Grantee showing compliance with this provision.

**v. Automobile Liability**

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

**vi. Additional Insured**

Grantee and the State shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

**vii. Primacy of Coverage**

Coverage required of Grantee and Subgrantees shall be primary over any insurance or self-insurance program carried by Grantee or the State.

**viii. Cancellation**

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

**ix. Subrogation Waiver**

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

**C. Certificates**

Grantee and all Subgrantees shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant. No later than 15 days prior to the expiration date of any such coverage, Grantee and each Subgrantee shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant or any subgrant, Grantee and each Subgrantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

**14. BREACH**

**A. Defined**

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

**B. Notice and Cure Period**

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

**15. REMEDIES**

If Grantee is in breach under any provision of this Grant, the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

**A. Termination for Cause and/or Breach**

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform.

Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

**i. Obligations and Rights**

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

**ii. Payments**

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

**iii. Damages and Withholding**

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

**B. Early Termination in the Public Interest**

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

**x. Method and Content**

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

**xi. Obligations and Rights**

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

**xii. Payments**

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

**C. Remedies Not Involving Termination**

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

**xiii. Suspend Performance**

Suspend Grantee’s performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State’s directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

**xiv. Withhold Payment**

Withhold payment to Grantee until corrections in Grantee’s performance are satisfactorily made and completed.

**xv. Deny Payment**

Deny payment for those obligations not performed, that due to Grantee’s actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

**xvi. Removal**

Demand removal of any of Grantee’s employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State’s best interest.

**xvii. Intellectual Property**

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State’s option (a) obtain for the State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

**16. NOTICES and REPRESENTATIVES**

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party’s principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

**A. State:**

Shelley Banker
Director – Colorado Opportunity Scholarship Initiative
Colorado Department of Higher Education
1560 Broadway, Suite 1600
Denver, CO 80202
shelley.banker@dhe.state.co.us

**B. Grantee:**

Chuck Gross
Executive Director
Adams County Education Consortium
12200 Pecos St. Unit 100
Westminster, CO, 80234
cgross@adamscountyed.com

**C. Adams County:**

Eva J. Henry
Chair, Adams County Board of County Commissioners
Adams County
4430 S. Adams County Parkway 5th Floor, Suite C5000A
Brighton, CO, 80601
evajhenry@adcogov.org

**17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE**

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

**18. GOVERNMENTAL IMMUNITY**

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

**19. STATEWIDE GRANT MANAGEMENT SYSTEM**

If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Grant management system.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Grant Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Grant Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel & Administration (Executive Director), upon request by the CDHE, and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future Grants. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and

appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

## **20. GENERAL PROVISIONS**

### **A. Assignment and Subgrants**

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or Subgrantees approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting arrangements and performance.

### **B. Binding Effect**

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

### **C. Captions**

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

### **D. Counterparts**

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

### **E. Entire Understanding**

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

### **F. Indemnification-General**

Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

### **G. Jurisdiction and Venue**

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

### **H. Modification**

#### **xviii. By the Parties**

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

#### **xix. By Operation of Law**

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

### **I. Order of Precedence**

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- xx. Colorado Special Provisions,
- xxi. The provisions of the main body of this Grant,
- xxii. Exhibit A,
- xxiii. Exhibit B,
- xxiv. Exhibit C,
- xxv. Exhibit D,
- xxvi. Exhibit E,
- xxvii. Exhibit F.

#### **J. Severability**

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

#### **K. Survival of Certain Grant Terms**

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

#### **L. Taxes**

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

#### **M. Third Party Beneficiaries**

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party, except that Adams County shall be a third-party beneficiary of this Grant. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

#### **N. Waiver**

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

#### **O. CORA Disclosure**

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

### **21. COLORADO SPECIAL PROVISIONS**

These Special Provisions apply to all Grants except where noted in italics.

#### **A. 1. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).**

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

#### **B. 2. FUND AVAILABILITY. CRS §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. 3. GOVERNMENTAL IMMUNITY.**

No term or condition of this Grant 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, CRS §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. 4. INDEPENDENT CONTRACTOR**

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its 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 Grantee or any of its agents or employees. Unemployment insurance benefits will be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and 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 its acts and those of its employees and agents.

**E. 5. COMPLIANCE WITH LAW.**

Grantee 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. 6. CHOICE OF LAW.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. 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 Grant, to the extent capable of execution.

**G. 7. 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 Grant or incorporated herein by reference shall be null and void.

**H. 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. 9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§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 Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

**J. 10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.**

[*Not applicable to intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

**K. 11. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Grant and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

**L. 12. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.**

Grantee, 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 CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Grant.

SPs Effective 1/1/09

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

**22. SIGNATURE PAGE**

Grant Routing Number

**THE PARTIES HERETO HAVE EXECUTED THIS GRANT**

**\* Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

<p style="text-align: center;"><b>GRANTEE</b> <b>Adams County Education Consortium</b></p> <p>By: Chuck Gross Title: Executive Director</p> <hr/> <p style="text-align: center;">*Signature</p> <p>Date: _____</p> <p style="text-align: center;"><b>COUNTY</b> <b>Adams County</b></p> <p>By: Eva J. Henry Title: Chair, Adams County Board of County Commissioners</p> <hr/> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> <b>John W. Hickenlooper, Governor</b> Department of Higher Education Colorado Opportunity Scholarship Initiative</p> <hr/> <p>By: Dr. Kim Hunter Reed – Executive Director Signatory avers to the State Controller or delegate that Grantee has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p>Date: _____</p>
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**ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State Grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.**

<p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____</p> <p>Michelle Zale, Controller, Colorado Department of Higher Education</p> <p>Date: _____</p>
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## EXHIBIT A – STATEMENT OF WORK

### 1. GRANTEE GOALS AND OBJECTIVES

#### 1.1 Grantee Goals:

With the combined total of \$1,011,525.45 in State allocation from COSI and matching funds provided by Adams County, Grantee will use these funds to award eligible students multi-year scholarships to increase postsecondary credential completion and to prepare Adams County students to earn a livable wage, by graduating with less debt, and to positively contribute to the growth of our state's economy. The program will be referred to as the Adams County Scholarship Fund. Grantee will use 2.5% of the total amount of funds, \$25,936.55, for administration support.

Adams County Scholarship Fund will be administered by Adams County Education Consortium in partnership with the following School Districts and School District Foundations: Adams 14 Education Foundation, 27J Education Foundation, Mapleton Education Foundation, Westminster Public School Foundation, Adams 12 Five Star Schools, Strasburg School District 31J, and Bennett School District 29J. Each School District and School District Foundation will be responsible for awarding eligible Adams County graduates with scholarships based on customized scholarship programs. A memorandum of understanding outlining this relationship is attached as Exhibit E.

Each school district and school district foundation will be required to incorporate a student support system to ensure a successful retention outcome and the completion of their post-secondary education credentials.

Fifty Seven (57) high-achieving students enrolled in the free and reduced lunch program or whose income is determined to be between 0% and 250% of the maximum permissible income for the purpose of determining eligibility for Pell grants are eligible to apply for two to four-year scholarships from the Adams County Scholarship Fund, which range in value from \$5,000 - \$20,000.

#### 1.2 Grantee Objectives

##### **Objective 1:** Adams 14 Education Foundation

Adams 14 Education Foundation intends to award up to ten (10) scholarships in the amount of \$14,000, payable annually in the amount of \$3,500 for up to a 4-year period contingent upon continued success and enrollment in a Colorado Public Institution. Students will be supported by providing them the resources they need to overcome registration, housing, and transportation issues, as well as other barriers to success.

##### **Objective 2:** 27J Education Foundation

The 27J Education Foundation plans to work in partnership with the 27J Hispanic Advisory Committee to identify ten (10) students who are the first in their families to pursue post-secondary education and award scholarships based upon academic merit and financial need. The ten scholarships would be in the amount of \$14,000, payable annually in the amount \$3,500 for up to a 4-year period contingent upon continued success and enrollment post-secondary education.

##### **Objective 3:** Mapleton Education Foundation

Mapleton Education Foundation intends to award two (2) scholarships in the amount of \$20,000, payable annually in the amount of \$5,000 for up to a 4-year period and seven (7) scholarships in the amount of \$10,000, payable in the amount of \$2,500 for up to a 4-year period and contingent upon continued success and enrollment in a Colorado Public Institution.

##### **Objective 4:** Westminster Public Schools Foundation

With this funding seven (7) four-year scholarships will be awarded at \$22,000 each (\$154,000 total). Awards will be announced in April 2017 and tuition payments will be made each semester for the next four

years. Students will receive \$5,000 per year for tuition and an additional \$500 per year for other costs related to tuition assistance that may include fees, books, housing, food, and transportation. Applicants will submit applications and be required to interview with committee members.

The remaining funds, \$26,643, will support concurrent enrollment programs such as Project Lead the Way. These funds will NOT supplant District contracts and payments. Funds will be awarded to approximately 70 (seventy) students who are taking college level course work to earn college credit. By reducing the financial barrier for high school students to obtain college credit through programs such as Project Lead the Way we will be creating a pipeline of potential scholarship recipients for the future.

**Objective 5: Adams 12 Five Star Schools**

The district plans to begin implementation of the program with the graduating class of 2016. When the scholarship program is fully operational, the district plans to offer twenty (20) scholarships of \$5,250 per year for four years. Preparing students for post-secondary education and post-secondary economic success is a high priority for the Adams 12 school district and the Five Star Education Foundation.

**Objective 6: Strasburg School District 31J**

Strasburg 31J intends to award one (1) scholarship in the amount of \$9,500, payable annually in the amount of \$2,375 for up to a 4-year period contingent upon continued success and enrollment in a Colorado Public Institution. Candidates will meet with the High School counselor and develop a post-secondary plan, complete FASFA applications, and apply for scholarships, including the Adams County Scholarship Fund. The foundation wishes to ensure that students can receive financial support beyond the first year, and will award the scholarship with a multi-year goal.

**Objective 6: Bennett School District 29J**

Bennett School District 29J intends to award one (1) scholarships in the amount of \$8,000, payable annually in the amount of \$2,000 for up to a 4-year period contingent upon continued success and enrollment in a Colorado Public Institution. Candidates will meet with the High School counselor and develop a post-secondary plan, complete FASFA applications, and apply for scholarships, including the Adams County Scholarship Fund.

**Objective 7: Adams County Education Consortium**

Adams County Education Consortium (ACEC) is the fiscal agent for Adams County Board of County Commissioners. Per the grant guidelines, ACEC will use 2.5% of the combined State and matching funds, which is \$25,936.55, to administer the program.

**Objective 8:**

In 2014, the Adams County Board of County Commissioners approved a resolution authorizing an imposition of an additional three percent countywide sales tax on retail marijuana and retail marijuana products. The revenue received by the county by the above mentioned sales tax is to be used for educational programs in the county. The voters approved the additional three percent countywide sales tax during the 2014 election. In December 2016, the Adams County Board of County Commissioners approved the 1:1 required match of \$518,731 for the Colorado Opportunity Scholarship Initiative utilizing the retail marijuana and retail marijuana products sales tax.

***\*\*The Adams County Board of County Commissioners is committed to funding this grant proposal in the amount of \$518,731, regardless of whether it is funded through a marijuana sales tax or through another revenue source.***

## **2. GRANTEE IMPLEMENTATION PLAN**

### **2.1 Timeline**

Scholarship awards will be dispersed in fall, spring and summer (if needed) for the 2017-2018, 2018-2019, 2019-2020, and 2020-2021 academic years.

### 3. ASSURANCES

Grantee agrees to the following Assurances:

1. Grantee will annually provide DHE and Adams County with evaluation information required by Exhibit C.
2. Grantee will work with and provide requested data to DHE for the Colorado Opportunity Scholarship Initiative Matching Student Scholarship Grant within the time frames specified in the Data Use Agreement between Grantee and State, to be executed simultaneously with this Grant.
3. During year one, a mandatory one-day review of grant goals will be required for grant managers.
4. Grantee will not discriminate against any student with regard to race, gender, national origin, color, disability, or age.
5. Grantee will provide proof of matching funds provided by Adams County, as outlined in Exhibit D.
6. Grant Funds will be used to provide tuition assistance dollars as defined in this Grant and Grant Funds will be administered by the appropriate fiscal agent.
7. Funded projects will maintain appropriate fiscal and program records and fiscal audits of this program will be conducted by the Grantee as a part of its regular audits.
8. If any findings of misuse of these Grant Funds are discovered, Grant Funds will be returned to CDHE.
9. Grantee will maintain sole responsibility for the project even though Subgrantees may be used to perform certain services.
10. Grantee will comply with any applicable state and federal rules and regulations governing the distribution of scholarships, including all requirements imposed by 8 CCR 1504-9.
11. Grantee will distribute Grant Funds only to Colorado students whose income is determined to be between 0 and 100% or between 100 and 250% of the maximum permissible income for the purpose of determining eligibility for PELL grants. Grantee agrees that, to the extent possible, scholarships will be evenly distributed between students who are eligible for federal PELL grants and students whose household incomes are determined to be between 100 and 250% of the maximum permissible income for the purpose of determining eligibility for PELL grants.
12. Grantee agrees to consider the following criteria when determining a student applicant's eligibility to receive tuition assistance: courses of study, commitment to academic achievement, work experience, community involvement, and extracurricular activities.
13. Designated staff members will attend two, one-day leadership and best-practices symposia during each calendar year of the grant cycle.
14. Project modifications and changes in the approved budget must be requested in writing and be approved in writing by DHE **before** modifications are made to the expenditures. Grantee must contact Shelley Banker ([shelley.banker@dhe.state.co.us](mailto:shelley.banker@dhe.state.co.us), 303-974-2673) prior to making any modifications to the approved budget.

**EXHIBIT B – BUDGET**

<b>Summary of Budget for FY , 2017-2018, 2018-2019, 2019-2020, 2020-2021</b>	
Fall 2017 – Spring 2021, fifty-nine (59) two to four-year scholarships that range in value from \$5,000 - \$20,000.	\$1,011,525.45
Administrative fees equal to 2.5% of the grant, allowable in the Request for Proposals for county-based grants.	\$25,936.55

The State will disburse Grant Funds to Grantee according to the invoice schedule below. The invoice schedule is contingent on the Grantee’s ability to raise 1:1 matching funds for the purpose of this Grant. Payments from the State per the invoice schedule will not be administered until proof of funds received from the County (using the template attached as **Exhibit D**) has been received. The invoice schedule shall first outline the use of matching funds, prior to the distribution of state funds, for the benefit of individual students receiving scholarships. The Grant start date will be the effective date. The Grant termination date will be June 30, 2020. The State intends to administer one (1) payment in FY 2017-2018, and one (1) payment in FY 2018-2019, one (1) payment in FY 2019-2020, and one (1) payment in FY 2020-2021.

<b>ACEC Proposed Invoice Schedule</b>				
<b>Month</b>	<b>Year</b>	<b>CDHE Amount</b>	<b>Match Amount</b>	<b>Source</b>
JUL	2017	\$0	\$492,794.45	Adams County
JUL	2017	\$0	\$25,936.55	Adams County Administrative Fee
JUL	2017	\$129,682.75		Colorado Department of Higher Education
JUL	2018	\$129,682.75		Colorado Department of Higher Education
JUL	2019	\$129,682.75		Colorado Department of Higher Education
JUL	2020	\$129,682.75		Colorado Department of Higher Education
<b>Total</b>		<b>\$518,731</b>	<b>\$518,731</b>	<b>Total Award Amount including Grantee Match</b>

\*Grantee will use \$25,936.55in administrative fees equal to 2.5% of the combined total of Grantee matching funds and State funds, allowable for county-based grants.

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**EXHIBIT C – GRANTEE REPORT**

Grantee must submit a performance report to DHE and the County on or before June 30, 2018, following the completion of the first year of grant funding, on or before June 30, 2019 following the completion of the second year of grant funding, on or before June 30, 2020 following the completion of the third year of grant funding, and on or before June 30, 2021 following the completion of the fourth year of grant funding.

1. Grantee will provide a brief description (1-2 pages) of the current status of Grantee's project. Grantee will describe the extent to which Grantee has implemented all program activities and components planned for this reporting period. Grantee will highlight major outcomes, successes, and concerns.
2. The mission of the Colorado Opportunity Scholarship Initiative is to increase postsecondary credential completion and preparedness of Colorado students to earn a livable wage, graduate with less debt, and positively contribute to the growth of their state's economy. Grantee will describe the ways in which Grantee's project is furthering the mission of the Scholarship Initiative. The written portion of the Grantee Report is an opportunity to share qualitative data and special circumstances that otherwise would not be reflected in quantitative results.
3. Grantee will describe the progress that Grantee's project has made towards accomplishing the objectives of Grantee's project for the applicable reporting period as outlined in Exhibit A, Statement of Work. Grantee will list all objectives in the table below, and indicate what activities have taken place, the quantitative results of those activities, and actions required (what, if any, changes do you intend to make in response to the results that you have seen?). Grantee may change the page layout of this table to landscape, if needed.

<b>Objectives:</b>	<b>Activities:</b>	<b>Results:</b>	<b>Actions Required:</b>
List the approved objectives from your grant application.	List the activities that have been conducted to meet the objective.	Has the objective been met? If not, what progress have you made in reaching the objective?	Are you planning to make changes to the grant in response to the results?

4. Annual program benchmarks. Using information provided pursuant to the Data Use Agreement, the State will evaluate Grantee's program and community on the measurements based on the evaluation criteria as defined in 8 CCR 1504-9. Grantee may be required to participate in additional research in addition to those listed in this Grantee Report.
  - Reductions in remediation rates and associated costs;
  - Increases in graduation rates;
  - Reductions in average time required to earn a degree;
  - Increases in student retention rates;
  - Reductions in disparities between the academic achievements of certain student populations based on demographic, geographic, and economic indicators;
  - Adoption of best practices for student support services;
  - Fulfillment of local workforce needs;
  - Reductions in student loan debt;
  - Improvements in tuition affordability; and
  - Improvements in students' access to federal grant programs and other federal sources of support for postsecondary students.

**EXHIBIT D – PROOF OF FUNDS LETTER**

[Date]

Shelley Banker  
Deputy Director, Colorado Opportunity Scholarship Initiative  
Colorado Department of Higher Education  
1560 Broadway Street, Suite 1600  
Denver, CO 80210

Dear Shelley,

May this letter serve as [Grantee’s] certification that [amount] in new scholarship dollars have been raised to match the State’s allocation of 1:1 Matching Student Scholarship grants.

These new funds were raised leveraging the state’s match, and were obtained from the following sources:

[State source of funds.]

- Individuals:
- Foundations:
- Corporations:
- Special Events:
- Other:
- **Total:**

With the signature(s) below, the board of [grantee] agrees to the above statements.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
[title]



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 20, 2017
<b>SUBJECT:</b> Agreement with Urban Drainage and Flood Control District and the City of Thornton to contribute funding for an outfall system planning study for Basin 4100 and Direct Flow Area 0056
<b>FROM:</b> Jeffery Maxwell, P.E., PTOE, Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the Agreement Regarding Funding of Outfall Systems Planning for Basin 4100 and Direct Flow Area 0056

### **BACKGROUND:**

This Agreement is with the Urban Drainage and Flood Control District (District) and the City of Thornton (Thornton) regarding funding of Outfall Systems Planning for Basin 4100 and Direct Flow Area 0056 within Adams County (County).

The County, Thornton and the District (Sponsors) wish to proceed with development of Outfall Systems Planning for Basin 4100 and Direct Flow Area (DFA) 0056 (Project). This Agreement will commit the County to funding in the amount of \$12,000.00 to the Project. The District will contribute \$80,000.00 and Thornton will contribute \$68,000.00 to the Project.

Basin 4100 and DFA 0056 were previously studied in conjunction with the District and Thornton. The County and the District participated in a joint planning study titled "Basin 4100 and Direct Flow Area 0056 Outfall Systems Planning Study Preliminary Design Report," by Kiowa Engineering Corporation dated July 2002. The Sponsors wish to update this outdated study.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Public Works, County Attorney

**ATTACHED DOCUMENTS:**

Intergovernmental Agreement with Urban Drainage and Flood Control District and City of Thornton  
Draft Resolution

**FISCAL IMPACT:**

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

<b>Fund: 7</b>
<b>Cost Center: 3701</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7685/7635		\$12,000.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$12,000.00</u>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

- Object Account 7685 has a budget of \$5,000.
- Object Account 7635 has a budget of \$18,000.
- Expenditures will be recorded in Object Account 7685; the amount over the \$5,000 budget will be covered by budget not utilized in Object Account 7635.

**RESOLUTION APPROVING THE AGREEMENT BETWEEN ADAMS COUNTY,  
THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT AND THE CITY OF  
THORNTON REGARDING FUNDING OF  
OUTFALL SYSTEMS PLANNING FOR BASIN 4100 AND DFA 0056**

**WHEREAS**, Adams County (County), the City of Thornton (Thornton), and the Urban Drainage and Flood Control District (District) participated in a joint drainage study titled “Basin 4100 and Direct Flow Area 0056 Outfall Systems Planning Study Preliminary Design Report,” by Kiowa Engineering Corporation dated July 2002; and,

**WHEREAS**, the County wishes to update said outdated study collectively with Thornton and the District; and,

**WHEREAS**, the County, Thornton and the District (collectively known as “Project Sponsors”), have agreed to share the costs of an outfall systems planning study for Basin 4100 and Direct Flow Area (DFA) 0056 (the Project), with the County contributing \$12,000.00 of the estimated \$160,000.00 cost; and,

**WHEREAS**, by means of the attached Agreement the Project Sponsors now wish to proceed with the Project.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners, County of Adams, State of Colorado, that the Agreement between Adams County, the City of Thornton and Urban Drainage and Flood Control District Regarding Funding of Outfall Systems Planning for Basin 4100 and DFA 0056, a copy of which is attached hereto and incorporated herein by this reference, be approved.

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

AGREEMENT REGARDING FUNDING OF  
OUTFALL SYSTEMS PLANNING FOR  
BASIN 4100 AND DFA 0056

Agreement No. 17-01.18  
Project No. 106441  
Agreement Amount \$160,000

THIS AGREEMENT, dated \_\_\_\_\_, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT"), CITY OF THORNTON (hereinafter called "THORNTON") and ADAMS COUNTY (hereinafter called "ADAMS"); (hereinafter THORNTON and ADAMS shall be collectively known as "PROJECT SPONSORS" and DISTRICT and PROJECT SPONSORS shall be collectively known as "PARTIES");

WITNESSETH THAT:

WHEREAS, DISTRICT in a policy statement previously adopted (Resolution No. 14, Series of 1970), expressed an intent to assist public bodies which have heretofore enacted floodplain zoning measures; and

WHEREAS, DISTRICT has previously established a Work Program for 2017 (Resolution No. 52, Series of 2016) which includes master planning; and

WHEREAS, PARTIES now desire to proceed with development of an outfall systems plan for Basin 4100 and DFA 0056 (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 62, Series of 2016); and

WHEREAS, PARTIES desire to obtain mapping needed to conduct the engineering studies for PROJECT; and

WHEREAS, PARTIES desire to engage an engineer to render certain technical and professional advice and to compile information, evaluate, study, and recommend design solutions to such drainage problems for PROJECT which are in the best interest of PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. PROJECT AREA

DISTRICT shall engage an engineer and obtain mapping as needed to perform or supply necessary services in connection with and respecting the planning of PROJECT of the area and watershed shown on the attached Exhibit A dated October 2016, (hereinafter called "AREA").

3. SCOPE OF PROJECT

The purpose of PROJECT is to develop an outfall systems plan, including hydrologic information and the locations, alignments, and sizing of storm sewers, channels, detention/retention basins, and

other facilities and appurtenances needed to provide efficient stormwater drainage within AREA. The proposed work shall include, but not be limited to, mapping; compilation of existing data; necessary field work; and development and consistent evaluation of all reasonable alternatives so that the most feasible drainage and flood control master plan can be determined and justified for AREA. Consideration shall be given to costs, existing and proposed land use, existing and proposed drainage systems, known drainage or flooding problems, known or anticipated erosion problems, stormwater quality, right-of-way needs, existing wetlands and riparian zones, open space and wildlife habitat benefits, and legal requirements. Schematic alternative plans shall be developed such that comparison with other alternatives can be made.

Drainage system planning shall be done in three phases by the engineer engaged by DISTRICT, culminating in a drainage master plan report. During the first phase, the selected engineer shall perform all data gathering and modeling needed to prepare the baseline hydrology section of the master plan report containing an introduction, study area description and hydrologic analysis description. During the second phase, the engineer shall perform all studies and data gathering needed to prepare the alternatives analysis sections of the master plan report containing a hydraulic analysis discussion, schematics of alternatives developed and their costs along with a discussion of the pros and cons of each alternative and a recommended plan. A single alternative will be selected by PARTIES after the review and evaluation of the alternatives analysis report. During the third phase, the engineer shall be directed to prepare a conceptual design for the selected alternative and prepare the conceptual design section of the master plan report.

4. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

5. PROJECT COSTS

PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of, and be limited to, mapping, master planning, and related services and contingencies mutually agreeable to PARTIES. Project costs are estimated not to exceed \$160,000.

6. FINANCIAL COMMITMENTS OF PARTIES

PARTIES shall each contribute the following percentages and maximum amounts for PROJECT costs as defined in Paragraphs 5:

	Master Plan Percentage Share	Maximum Contribution
DISTRICT	50.00%	\$80,000
THORNTON	42.50%	\$68,000
<u>ADAMS</u>	<u>7.50%</u>	<u>\$12,000</u>
TOTAL	100.00%	\$160,000

7. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each party's full share (DISTRICT - \$80,000; THORNTON - \$68,000; ADAMS - \$12,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to COUNTY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or, at COUNTY request, COUNTY share of remaining monies shall be transferred to another special fund held by DISTRICT.

8. PROJECT MAPPING

No new mapping is anticipated under this Agreement for PROJECT. Upon execution of this Agreement, PROJECT SPONSORS shall provide copies of the most recent mapping within their jurisdictional area in digital format to DISTRICT to the extent such mapping is available without additional cost.

9. MASTER PLANNING

Upon execution of this Agreement, PARTIES shall select an engineer mutually agreeable to PARTIES. DISTRICT, with the approval of PROJECT SPONSORS, shall contract with the selected engineer, shall administer the contract, and shall supervise and coordinate the planning for the development of alternatives and of conceptual design.

10. PUBLISHED REPORTS AND PROJECT DATA

DISTRICT will provide to each of PROJECT SPONSORS access to the draft and final electronic FHAD report files and draft and final electronic report files.

Upon completion of PROJECT, electronic files of all mapping, drawings, and hydrologic and hydraulic calculations developed by the engineer contracted for PROJECT shall be provided to any PROJECT SPONSORS requesting such data.

11. TERM OF THE AGREEMENT

The term of this Agreement shall commence upon final execution by all PARTIES and shall terminate two years after the final master planning report is delivered to DISTRICT and the final

accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 7 herein.

12. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS

- A. The contracting officer for THORNTON shall be the City Manager, 9500 Civic Center Drive, Thornton, Colorado 80229.
- B. The contracting officer for ADAMS shall be the Engineering Manager, 4430 South Adams County Parkway, Suite 2000B, Brighton, Colorado 80601.
- C. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26<sup>th</sup> Avenue, Suite 156B, Denver, Colorado 80211.
- D. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or PROJECT SPONSOR. Said representatives shall have the authority for all approvals, authorizations, notices, or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

14. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with PROJECT SPONSORS the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from PROJECT SPONSORS needed to complete PROJECT in a timely manner. PROJECT SPONSORS agree to review all draft reports and to provide comments within 21 calendar days after the draft reports have been provided by DISTRICT to PROJECT SPONSORS. PROJECT SPONSORS also agree to evaluate the alternatives presented in the alternatives analysis sections of the report, to select an alternative, and to notify DISTRICT of their decision(s) within 30 calendar days after the alternatives analysis report is provided to PROJECT SPONSORS by DISTRICT.

15. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

16. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

17. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the County where the Project is located.

18. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

19. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

20. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

21. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

22. PUBLIC RELATIONS

It shall be at PROJECT SPONSOR's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist PROJECT SPONSOR as needed and appropriate.

23. GOVERNMENTAL IMMUNITIES

The PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any PARTY of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.

24. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified on the basis of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agrees to insert the foregoing provision in all subcontracts hereunder.

25. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of PROJECT SPONSORS and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of each PROJECT SPONSOR and/or DISTRICT.

26. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than any one of PROJECT SPONSORS or DISTRICT receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

27. ILLEGAL ALIENS

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S *et seq.* The following language shall be included in any contract for public services: "The PROJECT SPONSOR shall not and by signing this Agreement certifies that it does not knowingly employ or contract with an illegal alien to perform work under this Agreement. PROJECT SPONSOR shall not enter into a subcontract with a subcontractor that fails to certify to the PROJECT SPONSOR that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services. PROJECT SPONSOR affirms that they have verified through participation in the Colorado Employment Verification program established pursuant to §8-17.5-102(5)(c) C.R.S. or the Electronic Employment Verification Program administered jointly by the United States Department of Homeland Security and the Social Security Administration that PROJECT SPONSOR does not employ illegal aliens. PROJECT SPONSOR is prohibited from using these procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

In the event that the PROJECT SPONSOR obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the PROJECT SPONSOR shall be required to:

- A. Notify the subcontractor and PARTIES within three days that the PROJECT SPONSOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- B. Terminate the subcontract with the subcontractor if within three days of receiving the notice required the subcontractor does not stop employing or contracting with the illegal alien; except that the PROJECT SPONSOR shall not terminate the contract with the Subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

PROJECT SPONSOR is required under this Agreement to comply with any reasonable request by the Colorado Department of Labor and Employment (CDLE) made in the course of an investigation the CDLE is undertaking pursuant to its legal authority.

Violation of this section of this Agreement shall constitute a breach of the Agreement and may result in termination by PARTIES. PROJECT SPONSOR shall be liable to PARTIES for actual and consequential damages to PARTIES resulting from such breach pursuant to §8-17.5-101(3) C.R.S. PARTIES shall also report any such breach to the Office of the Secretary of State. PROJECT SPONSOR acknowledges that the CDLE may investigate whether PROJECT SPONSOR is complying with the provision of this Agreement. This may include on-site inspections and the review of documentation that proves the citizenship of any person performing work under this Agreement and any other reasonable steps necessary to determine compliance with the provisions of this section."

28. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
  - B. The image of the signature of an authorized signer inserted onto PDF format documents.
- Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Colorado Uniform Electronic Transactions Act, §§ 24-71.3-101-121, C.R.S.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatures as of the date and year above written.

URBAN DRAINAGE AND  
FLOOD CONTROL DISTRICT

Signature \_\_\_\_\_

Printed Name Ken MacKenzie

Title Executive Director

\_\_\_\_\_  
Checked By

CITY OF THORNTON, COLORADO

---

Jack Ethredge, City Manager

ATTEST:

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Nancy A. Vincent, City Clerk

APPROVED AS TO FORM:  
Luis A. Corchado, City Attorney

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By:

ADAMS COUNTY

Signature\_\_\_\_\_

Printed Name\_\_\_\_\_

Title\_\_\_\_\_

AGREEMENT REGARDING FUNDING OF  
OUTFALL SYSTEMS PLANNING FOR  
BASIN 4100 AND DFA 0056



EXHIBIT A  
Basin 4100 & DFA 0056 OSP  
Approximate Study Limits  
October 2016



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 20, 2017
<b>SUBJECT:</b> Purchase Agreement between Adams County and the Trust for Public Land (TPL) to acquire the Willow Bay property
<b>FROM:</b> Nathan Mosley and Marc Pedrucci
<b>AGENCY/DEPARTMENT:</b> Parks & Open Space
<b>HEARD AT STUDY SESSION ON:</b> 5/2/17; 10/18/16
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the Purchase Agreement for the Willow Bay property.

### **BACKGROUND:**

The Parks & Open Space Department (POSD) is requesting BoCC approval of the Purchase Agreement for the Willow Bay property (Platte River Farms, LLC). The Willow Bay property is a 174-acre property that contains a 100-acre former gravel pit lake, and is located at Brighton Road and 136<sup>th</sup> Avenue, directly north of E-470. The POSD feels this is a once-in-a-lifetime open space acquisition and will provide many benefits including: 1) public recreational area that could feature non-motorized boating and swimming; 2) trail connection for the South Platte River Trail; and 3) preservation of open space, wildlife habitat, and scenic views consistent with adopted master plans.

The property is currently under an Option Agreement between the landowner and TPL. Adams County and TPL are executing this Purchase Agreement in order for the County to acquire the property directly from the landowner. Parks received BoCC approval to proceed with this acquisition in previous study sessions.

The county will acquire the Willow Bay property at the appraised value of \$9,100,000. The POSD has secured the following sources of funding to pay for the Willow Bay acquisition: an ADCO Open Space Grant for \$3,000,000, a GOCO Protect Initiative Grant for \$3,000,000, a Natural Resource Damage (NRD) Recovery Fund grant of \$3,685,900, and an Urban Drainage and Flood Control District (UDFCD) award of \$100,000.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

ADCO Parks & Open Space, the Trust for Public Land (TPL), Platte River Farms LLC (Landowner), Adams County Attorney's Office

**ATTACHED DOCUMENTS:**

Resolution  
Agreement for Purchase of Real Property

**FISCAL IMPACT:**

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

**Fund:** 27

**Cost Center:** 6107

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5560		3,000,000
Additional Revenue not included in Current Budget:	5660		3,785,000
Additional Revenue not included in Current Budget:	6930		3,000,000
<b>Total Revenues:</b>			<u>9,785,000</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:	9010		9,100,000
<b>Total Expenditures:</b>			<u>9,100,000</u>

**New FTEs requested:**                     YES             NO

**Future Amendment Needed:**         YES             NO

<b>Source of Funds</b>	<b>Grant Request</b>	<b>Cash Contribution</b>	<b>Total Funding</b>	<b>Brief Description</b>
State of CO/NRD Funds	\$3,685,900		\$3,658,900	NRD Recovery Fund award; Agreement to be signed soon
GOCO Protect Initiative	\$3,000,000		\$3,000,000	Agreement executed
ADCO Open Space Grant	\$3,000,000		\$2,341,000	Agreement executed; POSD anticipates a cost savings due to a lower appraised value than expected.
UDFCD		\$100,000	\$100,000	Floodplain Preservation \$; IGA to be signed soon
	\$9,685,000	\$100,000	<b>\$9,100,000</b>	

Note: Additional revenue will be used for master planning.

**RESOLUTION APPROVING AN AGREEMENT FOR PURCHASE OF REAL  
PROPERTY FOR THE WILLOW BAY PROPERTY BETWEEN THE TRUST  
FOR PUBLIC LAND AND ADAMS COUNTY**

WHEREAS, The Trust for Public Land (TPL) has a fully executed contract with a private land owner to acquire a certain parcel of real property (the "Property"), consisting of 174 acres, more or less, located in Adams County, Colorado; and,

WHEREAS, contingent upon TPL's acquisition of the Property from its current owner, TPL wishes to convey the Property to Adams County (the "County") after TPL acquires it, and the County wishes to acquire the Property from TPL; and,

WHEREAS, the Property has been identified for acquisition in the Adams County Open Space, Parks & Trails Master Plan because of its open space, scenic, and recreational values; and,

WHEREAS, Parks and Open Space Department staff is knowledgeable with the terms of the purchase and is able to attend the closing for the property acquisition.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Agreement for Purchase of Real Property for the Willow Bay property between the Trust for Public Land and Adams County, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

BE IT FURTHER RESOLVED that the Chairman is authorized to execute said Agreement for Purchase of Real Property on behalf of Adams County.

BE IT FURTHER RESOLVED that Adams County hereby authorizes the expenditure of funds necessary to meet terms and obligations of said Agreement for Purchase of Real Property.

BE IT FURTHER RESOLVED that Parks & Open Space Department staff is authorized to attend the closing and sign non-contractual documents on behalf of the County.

**AGREEMENT FOR PURCHASE OF REAL PROPERTY**  
(Willow Bay Property)

THIS AGREEMENT FOR PURCHASE OF REAL PROPERTY (this “Agreement”) is made as of this \_\_\_\_ day of May, 2017, by and between THE TRUST FOR PUBLIC LAND, a nonprofit California public benefit corporation (“TPL”), and ADAMS COUNTY, COLORADO, a political subdivision of the State of Colorado (the “County”).

RECITALS

A. TPL has entered into a contract (the “Contract”) with a private land owner to acquire a certain parcel of real property, consisting of 174 acres, more or less, located in Adams County, Colorado, more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “Property”).

B. Contingent upon TPL’s acquisition of the Property from its current owner, TPL desires to convey the Property to the County, and the County desires to acquire the Property from TPL.

C. The County has had full opportunity to review title to the Property and is fully satisfied with the title as reflected in that ALTA Commitment for the issuance of title insurance dated May 1, 2017 by Land Title Guarantee Company as Order No. ABC70465209-3.

D. The County has had full opportunity to review the environmental condition of the Property and is fully satisfied therewith.

E. The County has had full opportunity to conduct any and all inspections of the Property that it has desired to undertake and has no objections to the status or condition of the Property or any improvements located thereon and accepts the Property in the condition in which it is currently and subject to all matters of record.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties desire to be bound as follows:

1. INCORPORATION OF RECITALS. The Recitals set forth above are incorporated herein by reference.

2. CONSIDERATION. TPL will sell the Property to the County and the County will buy the Property from TPL for an acquisition purchase price payable in cash equal to the fair market value of the Property (the “Acquisition Amount”), as determined by an appraisal report approved by the County and its funding partners. The fair market value of the Property is expected to be between Nine Million and Ten Million Dollars (\$9,000,000.00 - \$10,000,000.00). The County will also pay all escrow, closing, and other transaction costs for its acquisition of the Property.

3. CONVEYANCE OF PROPERTY. At Closing (defined below), TPL will cause the Property to be transferred to the County by Special Warranty Deed, either from TPL or

directly from the existing owner, in substantially the form of Exhibit B attached hereto, subject to all matters of record.

4. CLOSING.

(a) The consummation of this transaction (the "Closing") will occur at the offices of the Land Title Guarantee Company, 3033 E. 1st Ave., Denver, CO on or before May 31, 2017, or such other date as the parties mutually agree to in writing.

(b) The County will pay all closing costs, including: (i) the escrow fee; (ii) all documentary tax, sales tax, or real property transfer tax, if applicable; and (iii) the premium for the County's title policy.

(c) The County, depending on available resources, may pay an additional amount not to exceed \$25,000.00, as a reimbursement to TPL of its appraisal, other due diligence and similar expenses, incurred for the benefit of TPL and the County.

(d) Each party will pay its own attorneys' fees and similar staffing costs.

5. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement.

6. BINDING ON SUCCESSORS. This Agreement is binding not only upon the parties but also upon their heirs, personal representatives, assigns, and other successors in interest.

7. ADDITIONAL DOCUMENTS. TPL and County will execute such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement.

8. ENTIRE AGREEMENT; MODIFICATION. This Agreement constitutes the entire contract between the TPL and County as to the acquisition in fee of the Property by the County and no modification hereof will be binding unless in writing and signed by both parties.

9. SEVERABILITY. Each provision of this Agreement is severable from any and all other provisions of this Agreement. If any provision of this Agreement is for any reason unenforceable, the balance will nonetheless be of full force and effect.

10. AS-IS SALE; RELEASE.

(a) The conveyance of the Property to the County is AS-IS, WHERE IS, WITHOUT REPRESENTATION, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMING ANY WARRANTY AS TO THE MERCHANTABILITY OF THE PROPERTY INTEREST OR ITS FITNESS FOR A PARTICULAR PURPOSE.

11. COUNTERPARTS/SCANNED SIGNATURES. This Agreement may be signed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement and any amendment hereto as the parties may in the future agree to may be executed and communicated by email or facsimile

transmission, which will have the force and effect of binding and obligating the party thereto, without the need to further transmission of the original signature.

12. CONDITIONS TO CLOSING. TPL's performance of its obligations under this Agreement is subject to and contingent upon (a) TPL's acquisition of the Property from its current owner, and (b) TPL obtaining approval of the transaction by the TPL's Board of Directors, or a committee thereof. If TPL does not obtain such approval, then TPL will have the right to terminate this Agreement by written notice to County, and thereafter, the parties will have no further liability to each other. The parties stipulate and agree that the County's Board or committee's determination or determinations will be final and not subject to challenge or appeal in any way.

13. SIGNAGE. After the County's acquisition of the Property, any project signage erected on the Property shall state that: "The acquisition of this site was completed with the help of The Trust for Public Land, a non-profit land conservation organization." This Section 13 will survive the Closing.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective on the date of the last signature below.

COUNTY OF ADAMS

APPROVED AS TO FORM:

By: \_\_\_\_\_  
\_\_\_\_\_, Chair  
Adams County Board of County Commissioners

\_\_\_\_\_  
Adams County Attorney's Office

Date: \_\_\_\_\_

ATTEST:

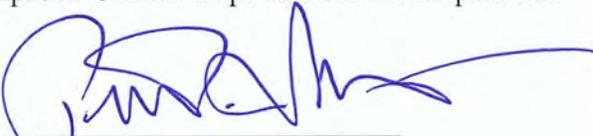
\_\_\_\_\_

CLERK AND RECORDER

\_\_\_\_\_

Deputy Clerk

THE TRUST FOR PUBLIC LAND  
a nonprofit California public benefit corporation

By:   
\_\_\_\_\_  
Printed Name: PETER N. VES  
Title: SENIOR COUNSEL

**EXHIBIT A**  
**(Property Description)**

WILLOW BAY PROPERTY DESCRIPTION

(Title Commitment Old Republic National Title Insurance Company ABC70465209-2, dated 9/9/16)

PARCEL E:

THE NORTHEAST 1/4 OF SAID SECTION 23, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, EXCEPT THOSE PARCELS CONVEYED IN DEEDS RECORDED SEPTEMBER 18, 1926 IN BOOK 150 AT PAGE 319 AND NOVEMBER 3, 1968 IN BOOK 1433 AT PAGE 262, COUNTY OF ADAMS, STATE OF COLORADO.

AND ALL THAT PART OF THE EAST 1/2 NORTHWEST 1/4 OF SAID SECTION 23, LYING EAST AND NORTH OF THE PRESENT FENCE LINE BETWEEN LANDS FORMERLY OWNED BY EMMA R. ALTER AND SARAH L. SWAIN (GRANTORS IN WARRANTY DEED RECORDED IN BOOK 113 AT PAGE 437) AND ADJOINING

LANDS FORMERLY OWNED BY JOHN KRAMER (GRANTOR IN QUIT-CLAIM DEED RECORDED IN BOOK 101 AT PAGE 320) AS SAID FENCE LINE IS LOCATED IN SAID E 1/2 NW 1/4. EXCEPT ANY PORTION OF SAID TRACT LYING WITHIN THAT PARCEL CONVEYED TO THE DENVER LARIMIE AND NORTHWESTERN RAILWAY COMPANY BY DEFINED AND DESCRIBED RECORDED SEPTEMBER 8, 1908 IN BOOK 39 AT PAGE 126,

AND EXCEPT ANY PORTION LYING WEST OF THE SOUTH PLATTE RIVER,

AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE NORTHEAST ONE-QUARTER SECTION 23 AND THAT PART OF THE NORTHWEST ONE-QUARTER OF SECTION 24, ALL IN TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS: BEGINNING AT THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 24; THENCE NORTH 00 DEGREES 02 MINUTES 26 SECONDS WEST ALONG THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 24 A DISTANCE OF 204.33 FEET A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 31 (BRIGHTON ROAD), SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 35 DEGREES 44 MINUTES 55 SECONDS EAST ALONG SAID WESTERLY

RIGHT-OF-WAY LINE A DISTANCE OF 202.09 FEET TO THE SOUTHEAST CORNER OF A PARCEL DESCRIBED IN BOOK 1433, AT PAGE 262, ADAMS COUNTY RECORDS; THENCE ALONG THE SOUTH LINE OF SAID DESCRIBED BOOK 1433, PAGE 262, THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) NORTH 59

DEGREES 39 MINUTES 57 SECONDS WEST A DISTANCE OF 714.17 FEET; THENCE 2) SOUTH 30 DEGREES 41 MINUTES 05 SECONDS WEST A DISTANCE OF 97.34 FEET;

THENCE 3) NORTH 61 DEGREES 08 MINUTES 29 SECONDS WEST A DISTANCE OF 150.00 FEET; THENCE SOUTH 28 DEGREES 51 MINUTES 31 SECONDS WEST A DISTANCE OF 65.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, THE RADIUS OF SAID CURVE IS 90.00 FEET, THE DELTA OF SAID CURVE IS 63 DEGREES 06 MINUTES 00 SECONDS, THE CHORD OF SAID CURVE BEARS SOUTH 04 DEGREES 13 MINUTES 00 SECONDS EAST, 94.18 FEET, THENCE ALONG THE ARC OF

SAID CURVE A DISTANCE OF 99.12 FEET TO THE END OF SAID CURVE; THENCE SOUTH 27 DEGREES 20 MINUTES 00 SECONDS WEST A DISTANCE OF 165.00 FEET; THENCE SOUTH 84 DEGREES 08 MINUTES 07 SECONDS EAST A DISTANCE OF 500.56 FEET; THENCE SOUTH 59 DEGREES 39 MINUTES 57 SECONDS EAST A DISTANCE OF 326.92 FEET TO THE TRUE POINT OF BEGINNING.

AND FURTHER EXCEPTING FROM PARCEL E, THOSE PORTIONS CONVEYED IN INSTRUMENTS RECORDED JULY 8, 1996 IN BOOK 4789 AT PAGE 243 AND MAY 2, 2001 UNDER RECEPTION NO. C0795061,

COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL F:

THAT PART OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 23 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID NE 1/4 SE 1/4 148 FEET WEST OF THE NORTHEAST CORNER THEREOF, SAID POINT BEING THE INTERSECTION OF SAID NORTH LINE WITH THE WESTERLY LINE OF COUNTY ROAD NO. 31, NOW U.S. HIGHWAY 85; THENCE WESTERLY ALONG SAID NORTH LINE 472 FEET TO A POINT AT THE CENTER OF SECOND CREEK; THENCE SOUTHEASTERLY ALONG SAID CENTER OF SECOND CREEK AS FOLLOWS: SOUTH 35 DEGREES 40 MINUTES EAST 165 FEET; THENCE SOUTH 4 DEGREES EAST 145 FEET; THENCE SOUTH 40 DEGREES 20 MINUTES EAST 162 FEET TO A POINT IN THE WESTERLY LINE OF

SAID COUTNY ROAD NO. 31, NOW U.S. HIGHWAY NO. 85; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE 480 FEET MORE OR LESS TO THE POINT OF BEGINNING,

COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL I:

THAT PART OF THE NE 1/4 OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, LYING BETWEEN SOUTH PLATTE RIVER, SECOND CREEK, AND THE SOUTH LINE OF THE NE 1/4, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SOUTH 1/2 NE 1/4, 620.0 FEET WEST OF SE CORNER THEREOF, THIS POINT BEING IN CENTER OF SECOND CREEK, THENCE ALONG CENTER OF SECOND CREEK AS FOLLOWS:

NORTH 87 DEGREES 00 MINUTES WEST 270.0 FEET, THENCE NORTH 78 DEGREES 30 MINUTES WEST 830.0 FEET TO A POINT ON BANK OF SOUTH PLATTE RIVER, THENCE SOUTH 78 DEGREES 30 MINUTES WEST, 985.0 FEET, MORE OR LESS, TO SW CORNER OF SOUTH 1/2 NE 1/4, THENCE EAST ALONG SAID SOUTH LINE OF SOUTH 1/2 NE 1/4, 2020.0 FEET, MORE OR LESS, TO POINT OF BEGINNING;

PARCEL J:

THE SOUTHEAST 1/4, OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, LYING WEST OF COUNTY ROAD NO. 31,

EXCEPT THE 2.15 ACRES DESCRIBED IN BOOK 246, AT PAGE 82 OF THE ADAMS COUNTY RECORDS

AND FURTHER EXCEPTING THOSE PORTIONS CONVEYED IN INSTRUMENTS RECORDED JUNE 27, 1990 IN BOOK 3687 AT PAGE 25, JUNE 28, 1993 IN BOOK 4099 AT PAGE 105 AND MAY 2, 2001 UNDER RECEPTION NO. C0795061.

PARCEL K:

THAT PART OF THE NORTHEAST 1/4 SOUTHEAST 1/4, LYING EAST OF PLATTE RIVER, SECTION 23, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,

EXCEPTING THEREFROM THAT PORTION CONVEYED IN INSTRUMENT RECORDED MAY 2, 2001 UNDER RECEPTION NO. C0795061,

COUNTY OF ADAMS, STATE OF COLORADO.

**PURCHASE AGREEMENT—Exhibit A, Page 3**



My commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A to Special Warranty Deed  
Property Description**

(Title Commitment Old Republic National Title Insurance Company ABC70465209-2, dated 9/9/16)

PARCEL E:

THE NORTHEAST 1/4 OF SAID SECTION 23, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, EXCEPT THOSE PARCELS CONVEYED IN DEEDS RECORDED SEPTEMBER 18, 1926 IN BOOK 150 AT PAGE 319 AND NOVEMBER 3, 1968 IN BOOK 1433 AT PAGE 262, COUNTY OF ADAMS, STATE OF COLORADO.

AND ALL THAT PART OF THE EAST 1/2 NORTHWEST 1/4 OF SAID SECTION 23, LYING EAST AND NORTH OF THE PRESENT FENCE LINE BETWEEN LANDS FORMERLY OWNED BY EMMA R. ALTER AND SARAH L. SWAIN (GRANTORS IN WARRANTY DEED RECORDED IN BOOK 113 AT PAGE 437) AND ADJOINING

LANDS FORMERLY OWNED BY JOHN KRAMER (GRANTOR IN QUIT-CLAIM DEED RECORDED IN BOOK 101 AT PAGE 320) AS SAID FENCE LINE IS LOCATED IN SAID E 1/2 NW 1/4. EXCEPT ANY PORTION OF SAID TRACT LYING WITHIN THAT PARCEL CONVEYED TO THE DENVER LARIMIE AND NORTHWESTERN RAILWAY COMPANY BY DEFINED AND DESCRIBED RECORDED SEPTEMBER 8, 1908 IN BOOK 39 AT PAGE 126,

AND EXCEPT ANY PORTION LYING WEST OF THE SOUTH PLATTE RIVER,

AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE NORTHEAST ONE-QUARTER SECTION 23 AND THAT PART OF THE NORTHWEST ONE-QUARTER OF SECTION 24, ALL IN TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS: BEGINNING AT THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 24; THENCE NORTH 00 DEGREES 02 MINUTES 26 SECONDS WEST ALONG THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 24 A DISTANCE OF 204.33 FEET A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 31 (BRIGHTON ROAD), SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 35 DEGREES 44 MINUTES 55 SECONDS EAST ALONG SAID WESTERLY

RIGHT-OF-WAY LINE A DISTANCE OF 202.09 FEET TO THE SOUTHEAST CORNER OF A PARCEL DESCRIBED IN BOOK 1433, AT PAGE 262, ADAMS COUNTY RECORDS; THENCE ALONG THE SOUTH LINE OF SAID DESCRIBED BOOK 1433, PAGE 262, THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) NORTH 59 DEGREES 39 MINUTES 57 SECONDS WEST A DISTANCE OF 714.17 FEET; THENCE 2) SOUTH 30 DEGREES 41 MINUTES 05 SECONDS WEST A DISTANCE OF 97.34 FEET;

THENCE 3) NORTH 61 DEGREES 08 MINUTES 29 SECONDS WEST A DISTANCE OF 150.00 FEET; THENCE SOUTH 28 DEGREES 51 MINUTES 31 SECONDS WEST A DISTANCE OF 65.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, THE RADIUS OF SAID CURVE IS 90.00 FEET, THE DELTA OF SAID CURVE IS 63 DEGREES 06 MINUTES 00 SECONDS, THE CHORD OF SAID CURVE BEARS SOUTH 04 DEGREES 13 MINUTES 00 SECONDS EAST, 94.18 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 99.12 FEET TO THE END OF SAID CURVE; THENCE SOUTH 27 DEGREES 20 MINUTES 00 SECONDS WEST A DISTANCE OF 165.00 FEET; THENCE SOUTH 84 DEGREES 08 MINUTES 07 SECONDS EAST A DISTANCE OF 500.56 FEET; THENCE SOUTH 59 DEGREES 39 MINUTES 57 SECONDS EAST A DISTANCE OF 326.92 FEET TO THE TRUE POINT OF BEGINNING.

AND FURTHER EXCEPTING FROM PARCEL E, THOSE PORTIONS CONVEYED IN INSTRUMENTS RECORDED JULY 8, 1996 IN BOOK 4789 AT PAGE 243 AND MAY 2, 2001 UNDER RECEPTION NO. C0795061,

COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL F:

THAT PART OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 23 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID NE 1/4 SE 1/4 148 FEET WEST OF THE NORTHEAST CORNER THEREOF, SAID POINT BEING THE INTERSECTION OF SAID NORTH LINE WITH THE WESTERLY LINE OF COUNTY ROAD NO. 31, NOW U.S. HIGHWAY 85; THENCE WESTERLY ALONG SAID NORTH LINE 472 FEET TO A POINT AT THE CENTER OF SECOND CREEK; THENCE SOUTHEASTERLY ALONG SAID CENTER OF SECOND CREEK AS FOLLOWS: SOUTH 35 DEGREES 40 MINUTES EAST 165 FEET; THENCE SOUTH 4 DEGREES EAST 145 FEET; THENCE SOUTH 40 DEGREES 20 MINUTES EAST 162 FEET TO A POINT IN THE WESTERLY LINE OF SAID COUTNY ROAD NO. 31, NOW U.S. HIGHWAY NO. 85; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE 480 FEET MORE OR LESS TO THE POINT OF BEGINNING,

COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL I:

**PURCHASE AGREEMENT—Exhibit B, Page 4**

THAT PART OF THE NE 1/4 OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, LYING BETWEEN SOUTH PLATTE RIVER, SECOND CREEK, AND THE SOUTH LINE OF THE NE 1/4, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SOUTH 1/2 NE 1/4, 620.0 FEET WEST OF SE CORNER THEREOF, THIS POINT BEING IN CENTER OF SECOND CREEK, THENCE ALONG CENTER OF SECOND CREEK AS FOLLOWS:

NORTH 87 DEGREES 00 MINUTES WEST 270.0 FEET, THENCE NORTH 78 DEGREES 30 MINUTES WEST 830.0 FEET TO A POINT ON BANK OF SOUTH PLATTE RIVER, THENCE SOUTH 78 DEGREES 30 MINUTES WEST, 985.0 FEET, MORE OR LESS, TO SW CORNER OF SOUTH 1/2 NE 1/4, THENCE EAST ALONG SAID SOUTH LINE OF SOUTH 1/2 NE 1/4, 2020.0 FEET, MORE OR LESS, TO POINT OF BEGINNING;

PARCEL J:

THE SOUTHEAST 1/4, OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, LYING WEST OF COUNTY ROAD NO. 31,

EXCEPT THE 2.15 ACRES DESCRIBED IN BOOK 246, AT PAGE 82 OF THE ADAMS COUNTY RECORDS

AND FURTHER EXCEPTING THOSE PORTIONS CONVEYED IN INSTRUMENTS RECORDED JUNE 27, 1990 IN BOOK 3687 AT PAGE 25, JUNE 28, 1993 IN BOOK 4099 AT PAGE 105 AND MAY 2, 2001 UNDER RECEPTION NO. C0795061.

PARCEL K:

THAT PART OF THE NORTHEAST 1/4 SOUTHEAST 1/4, LYING EAST OF PLATTE RIVER, SECTION 23, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,

EXCEPTING THEREFROM THAT PORTION CONVEYED IN INSTRUMENT RECORDED MAY 2, 2001 UNDER RECEPTION NO. C0795061,

COUNTY OF ADAMS, STATE OF COLORADO.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 20, 2017
<b>SUBJECT:</b> Resolution accepting a permanent drainage easement from Holly Investment Company to Adams County for drainage purposes
<b>FROM:</b> Norman Wright, Director, Community & Economic Development Department
<b>AGENCY/DEPARTMENT:</b> Community & Economic Development
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves a resolution accepting a permanent drainage easement from Holly Investment Company to Adams County

### **BACKGROUND:**

Adams County is acquiring a permanent drainage easement from a property with parcel identification #0173133400009 (See exhibit A). This easement agreement will provide the County a permanent drainage easement for the purpose of maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, detention basins, catch grates, maintenance roads, etc. on the property. Said easement is to be used solely in the event the Grantor fails to maintain such drainage facilities.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Community & Economic Development, Transportation, Office of the County Attorney

### **ATTACHED DOCUMENTS:**

Permanent Drainage Easement  
BOCC Draft Resolution  
Planning Commission Resolution

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<hr/> <hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

**Draft Resolution**

**BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO**

Resolution 2017-

**RESOLUTION ACCEPTING A PERMANENT DRAINAGE EASEMENT  
FROM HOLLY INVESTMENT COMPANY TO ADAMS COUNTY FOR DRAINAGE  
PURPOSES**

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting a Permanent Drainage Easement from Holly Investment Company for property located in the Southeast Quarter of Section 33, Township 2 South, Range 62 West of the 6<sup>th</sup> Principal Meridian as described in the attached easement agreement; and

WHEREAS, this Permanent Drainage Easement is in conjunction with the Grasslands at Comanche development; and

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 11th day of May, 2017, the Planning Commission recommended that the Board of County Commissioners accept said Permanent Drainage Easement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Permanent Drainage Easement from Holly Investment Company a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

## PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Holly Investment Company, a Colorado corporation, hereinafter called "Grantor", for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to the COUNTY OF ADAMS, STATE OF COLORADO, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 hereinafter "County", its successors and assigns, a permanent storm water drainage easement for the purpose of maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, detention basins, catch grates, maintenance roads, etc., said easement to be used solely in the event Grantor fails to maintain such drainage facilities, together with lateral and subjacent support thereto as may from time to time be required on, over, across, and through the following described land to wit:

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

Together with the right to ingress and egress over and across the land of Grantor by means of roads and lanes thereon if such there be; otherwise by such route as shall cause the least practical damage and inconvenience to the Grantor.

In further consideration hereof, Grantor covenants and agrees that no permanent buildings or structures will be placed, erected, installed or permitted upon said easement that will cause any obstructions to prevent the proper maintenance and use of said drainage facility.

In the event the County exercises its right to maintain the detention pond, all of the County's costs to maintain the detention pond shall be reimbursed by Grantor within thirty days of receiving the County's invoice, including any collection costs and attorney fees.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the County, its successors and assigns, in connection with this easement shall be done with care, and the surface of the property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the facilities and appurtenances installed and any damages caused on said easement arising out of the reconstruction, maintenance and repair of said drainage facilities and appurtenances in the exercise of the rights hereby provided shall be restored reasonably similar to its original condition following completion of the work performed.

That certain **PERMANENT DRAINAGE EASEMENT** recorded on December 8, 2016 in the public records of Adams County, Colorado, at Reception No. 201600010663 is hereby terminated.

IN WITNESS WHEREOF, Grantor has hereto set his hand on this 24th day of March, 2017.

Holly Investment Company,  
a Colorado corporation

By: *Loren L Losh*

Print Name: Loren L Losh

Print Title: President

STATE OF COLORADO)

COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 24 day of MARCH, 2017 by LOREN L LOSH, as PRESIDENT of Holly Investment Company, a Colorado corporation.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

*Linda J Huffman*  
Notary Public

My commission expires: 3/13/2018

LINDA J HUFFMAN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19904002442  
MY COMMISSION EXPIRES MARCH 13, 2018

# EXHIBIT A

## LEGAL DESCRIPTION: DRAINAGE AND DETENTION POND EASEMENT

THAT PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF SECTION 33; THENCE SOUTH 89°46'56" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER, A DISTANCE OF 70.00 FEET; THENCE NORTH 00°05'51" EAST AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°46'56" WEST AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER, A DISTANCE OF 193.92 FEET; THENCE NORTH 37°22'39" WEST A DISTANCE OF 180.44 FEET; THENCE NORTH 65°30'26" EAST A DISTANCE OF 297.53 FEET; THENCE NORTH 59°07'18" WEST A DISTANCE OF 609.92 FEET TO THE PROPOSED EASTERLY RIGHT-OF-WAY LINE OF WOODCHEST STREET, SAID PROPOSED EASTERLY RIGHT-OF-WAY LINE BEING ON A CURVE TO THE LEFT, THE RADIUS OF SAID CURVE IS 250.00 FEET, THE DELTA OF SAID CURVE IS 06°53'32", THE CHORD OF SAID CURVE BEARS NORTH 34°19'28" EAST, 30.05 FEET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG SAID CURVE, A DISTANCE OF 30.07 FEET TO THE PROPOSED SOUTHWEST CORNER OF LOT 5, BLOCK 1, GRASSLANDS AT COMANCHE - FIRST FILING; THENCE SOUTH 59°07'18" EAST A DISTANCE OF 628.83 FEET TO THE PROPOSED SOUTHEAST CORNER OF LOT 5, BLOCK 1, GRASSLANDS AT COMANCHE - FIRST FILING; THENCE SOUTH 00°05'51" WEST PARALLEL WITH AND 70.00 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER, DISTANCE OF 281.11 FEET TO THE POINT OF BEGINNING. CONTAINS 75,200 SQUARE FEET OR 1.726 ACRES MORE OR LESS.

### BASIS FOR BEARINGS:

THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (THE SOUTH  $\frac{1}{4}$  CORNER IS A 2" ALUMINUM CAP, P.L.S. 18475 AND THE SOUTHEAST CORNER IS A 3-1/4" ALUMINUM CAP, L.S. 23519, IN RANGE BOX) OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, IS ASSUMED TO BEAR SOUTH 89°46'56" WEST. ALL BEARINGS DESCRIBED HEREIN ARE RELATIVE THERETO.



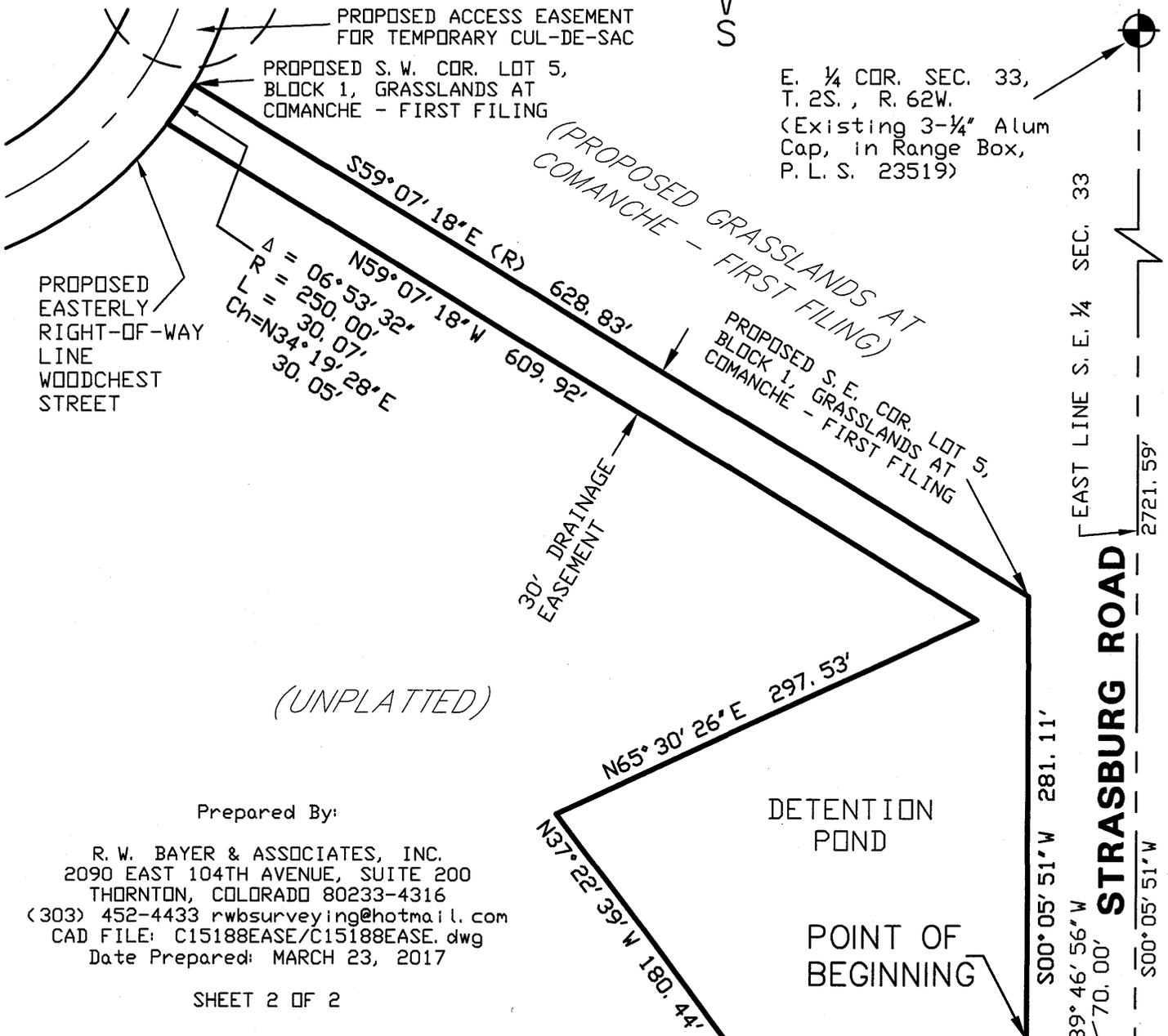
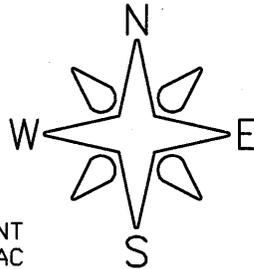
Prepared By:

R. W. BAYER & ASSOCIATES, INC.  
2090 EAST 104TH AVENUE, SUITE 200  
THORNTON, COLORADO 80233-4316  
(303) 452-4433 [rwbsurveying@hotmail.com](mailto:rwbsurveying@hotmail.com)  
CAD FILE: C15188EASE/C15188EASE.dwg  
Date Prepared: MARCH 23, 2017

# EXHIBIT A



**SCALE: 1"=100'**

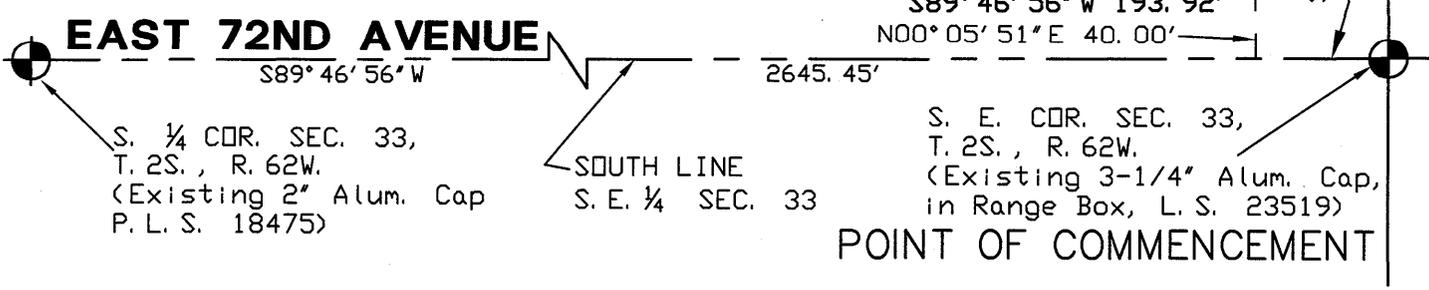


(UNPLATTED)

Prepared By:

R. W. BAYER & ASSOCIATES, INC.  
 2090 EAST 104TH AVENUE, SUITE 200  
 THORNTON, COLORADO 80233-4316  
 (303) 452-4433 rwbsurveying@hotmail.com  
 CAD FILE: C15188EASE/C15188EASE.dwg  
 Date Prepared: MARCH 23, 2017

SHEET 2 OF 2



S. ¼ COR. SEC. 33,  
 T. 2S., R. 62W.  
 (Existing 2" Alum. Cap  
 P. L. S. 18475)

SOUTH LINE  
 S. E. ¼ SEC. 33

S. E. COR. SEC. 33,  
 T. 2S., R. 62W.  
 (Existing 3-1/4" Alum. Cap,  
 in Range Box, L. S. 23519)

POINT OF COMMENCEMENT

**PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION RECOMMENDING ACCEPTANCE OF A PERMANENT DRAINAGE  
EASEMENT FROM HOLLY INVESTMENT COMPANY TO ADAMS COUNTY FOR  
STORM WATER DRAINAGE PURPOSES**

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton, Colorado, on Thursday the 11<sup>th</sup> day of May, 2017, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of approving a permanent drainage easement from Holly Investment Company for storm water drainage purposes, being on the following described property:

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

WHEREAS, this offsite Permanent Drainage Easement is in conjunction with the Grasslands at Comanche Development for a property located in the Southeast Quarter of Section 33, Township 2 South, Range 62 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED that the Adams County Planning Commission recommends to the Board of County Commissioners that said Permanent Drainage Easement be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, Sharon Richardson, Chairperson of the Adams County Planning Commission, do here by certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

  
Chairperson/Acting, Chairman  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 20, 2017
<b>SUBJECT:</b> Resolution accepting a permanent drainage easement from 5333 Mattress King, LLC, to Adams County for drainage purposes
<b>FROM:</b> Norman Wright, Director, Community & Economic Development Department
<b>AGENCY/DEPARTMENT:</b> Community & Economic Development
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves a resolution accepting a permanent drainage easement from 5333 Mattress King, LLC, to Adams County

### **BACKGROUND:**

Adams County is acquiring a permanent drainage easement from a property located at 5333 Bannock Street, Denver, CO 80216 (See exhibit A). This easement agreement will provide the County a permanent drainage easement for the purpose of maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, detention basins, catch grates, maintenance roads, etc. on the property. Said easement is to be used solely in the event the Grantor fails to maintain such drainage facilities.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Community & Economic Development, Transportation, Office of the County Attorney

### **ATTACHED DOCUMENTS:**

Permanent Drainage Easement  
BOCC Draft Resolution  
Planning Commission Resolution

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<hr/> <hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

**Draft Resolution**

**BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO**

Resolution 2017-

**RESOLUTION ACCEPTING A PERMANENT DRAINAGE EASEMENT  
FROM 5333 MATTRESS KING, LLC, TO ADAMS COUNTY FOR DRAINAGE  
PURPOSES**

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting a Permanent Drainage Easement from 5333 Mattress King, LLC, for property located in the Northeast Quarter of Section 5, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian as described in the attached easement agreement; and

WHEREAS, this Permanent Drainage Easement is in conjunction with building and grading permit applications for a property at 5333 Bannock Street, Denver, CO 80216; and

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 11th day of May, 2017, the Planning Commission recommended that the Board of County Commissioners accept said Permanent Drainage Easement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Permanent Drainage Easement from 5333 Mattress King, LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

## PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That 5333 Mattress King LLC, whose address is 5333 N.Bannock Street, Denver, CO 80216, hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to the County of Adams, State of Colorado, whose address is 4430 S. Adams County Parkway, Brighton, Colorado, 80601-8218, hereinafter "Grantee", a permanent storm drainage "Easement" for the purpose of providing a drainage system for the property described on the plat recorded in the Office of the Adams County Clerk and Recorder on NOV. 17, 1969 under Reception No. 878050, being more particularly described as:

(See attached Exhibit "A" Property description. \*This is not the Easement description but instead the "Property" description)

hereinafter referred to as the "Property", with the right to construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair, and remove such drainage facilities and appurtenances thereto as shown on the approved drainage plan on file at the Adams County Community and Economic Development Department and as may from time to time be modified, with County approval, or as required on, over, across, and through the following described land to wit:

(See attached Exhibit "B" Easement description.)

Together with a non-exclusive right to ingress and egress from said Easement over and across the surface of the lands of the Property by means of roads and lanes thereon if such there be; otherwise by such route as shall cause the least practical damage and inconvenience to the Property.

It is the intent of this Easement to provide drainage facilities for the Property and the maintenance responsibility shall lie with the Grantor. The Grantor shall be responsible for the operation, maintenance and repair of all drainage facilities including but not limited to inlets, pipes, culverts, channels, ditches, hydraulic structures, detention basins and retention basins located on the Property. Maintenance and repair shall include but not be limited to the periodic removal of debris and sediment from channels, storm sewer pipes, trash racks, inlets and basins. In addition, channel banks, basins, crushed pipe inlets and outlets, and general deterioration of the storm water and drainage facilities shall

be maintained and repaired to avoid reduced conveyance capability, unhealthy and unsightly conditions and ultimate failure of the drainage system.

Should the Grantor fail to adequately maintain said facilities, then the Grantee shall have the right to enter said Easement for the purpose of maintaining and repairing said facilities. All costs related to the maintenance and repair of said facilities shall be assessed to the Grantor. The Grantee shall give the Grantor a 30 day written notice to commence routine maintenance and repair which must be completed in a reasonable amount of time. Emergency repairs that could endanger off site properties and/or be a threat to the health, safety and general welfare of the public, if not repaired immediately, shall be repaired by the Grantor immediately upon notice and if not, by the Grantee with the cost assessed to the Grantor.

In further consideration hereof, Grantor covenants and agrees that no buildings, structures or objects will be placed, erected, installed or permitted on, over, across or through the Easement, and it is further agreed that the Grantor shall not grant any additional easements, leases, or licenses on, over, across, and through the Easement without first obtaining the written consent of Adams County, which shall not withhold such consent unless Adams County determines, in its sole discretion, that such additional easements, leases, or license will interfere with or impede the proper maintenance and use of said facility.

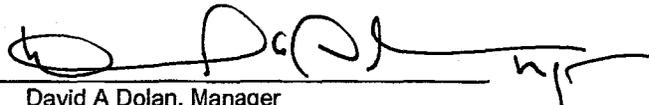
In further consideration of the granting of this Easement, it is hereby agreed that all work performed by the Grantor or the Grantee in connection with this Easement shall be done with care, and the surface of the Property shall be restored to its designed condition, or as close thereto as possible, except for any necessary approved modifications to accommodate the facilities and appurtenances installed.

This Easement should extend and be binding upon the successors and assigns of the parties hereto the terms, covenants and agreements in the is Easement shall be construed as covenants running with the land.

Exhibits A and B are incorporated herein.

IN WITNESS WHEREOF, the Grantor has executed this Easement this 3 day of April, 2017.

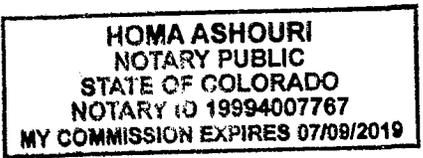
5333 Matress King LLC

By:   
David A Dolan, Manager  


STATE OF Colorado )  
 )  
COUNTY OF Denver ) ss

The foregoing instrument was acknowledged before me this 3 day of April,  
2017 by Dan J. Ryan, of S353 maintenance,  
Name Title Company or Organization

IN WITNESS WHEREOF, I have hereto set my hand and official seal.



[Signature]  
Notary Public

My commission expires: 07/09/2019

# EXHIBIT "A"

ATTACHED AND MADE PART OF DOCUMENTATION DATED SEPTEMBER 27, 2011, IN THE NAME OF MATTRESS LIQUIDATORS, INC., IN THE AMOUNT OF \$1,750,000.00

## Parcel A:

That part of Block 1, G & W Center for Industry and Commerce, County of Adams, State of Colorado, more particularly described as follows:

Beginning at the Northeast corner of said Block 1;

Thence Southerly along the East line of said Block 1, which is also the West right of way line of Barnook Street, the following three courses:

1. A distance of 95.37 feet;
2. Thence on an angle to the left of 14 degrees 02 minutes 00 seconds a distance of 103.10 feet;
3. Thence on an angle to the right of 14 degrees 04 minutes 17 seconds a distance of 39.61 feet to the true point of beginning;

Thence continuing along said East line of Block 1 and along the West right of way line of Barnook Street, an additional distance of 391.80 feet;

Thence on an angle to the right of 98 degrees 32 minutes 43 seconds a distance of 650.00 feet;

Thence on an angle to the right of 89 degrees 03 minutes 53 seconds a distance of 338.00 feet;

Thence on an angle to the right of 90 degrees 49 minutes 20 seconds a distance of 273.00 feet;

Thence on an angle to the left of 08 degrees 28 minutes 13 seconds a distance of 327.98 feet to the true point of beginning.

## Parcel B:

A perpetual easement to construct, reconstruct, maintain, use and operate a railroad track over and across the following described property:

A parcel of land 25 feet in width located in Block 1, G & W Center for Industry and Commerce, extending from the Westerly boundary of the above described tract, hereinafter referred to as the Mangurian Tract, to the Southwesterly boundary of said Block 1, and said parcel being located 12.50 feet on each side of a centerline more particularly described as:

Commencing at the Southeast corner of said Block 1;

Thence North along the East line of said Block 1, which is also the West right-of-way line of Barnook Street, a distance of 649.08 feet;

Thence on an angle to the left of 81 degrees 27 minutes 17 seconds a distance of 650.00 feet to the Southwest corner of the Mangurian Tract;

Thence on an angle to the right of 89 degrees 03 minutes 53 seconds and along the Westerly line of said Mangurian Tract a distance of 21.50 feet to the true point of beginning;

Thence on an angle to the left of 89 degrees 03 minutes 53 seconds a distance of 150.03 feet to a point of curvature; Thence along a curve to the left having a radius of 573.69 feet and a central angle of 12 degrees 05 minutes 30 seconds an arc distance of 120.92 feet to a point of tangency;

Thence along the tangent to the aforesaid curve a distance of 109.39 feet to a point of curvature;

Thence along a curve to the right having a radius of 459.28 feet and a central angle of 08 degrees 18 minutes 53 seconds an arc distance of 66.65 feet to the point of terminus, which is a point on the Southwesterly boundary of Block 1,

County of Adams,  
State of Colorado.

Excepting from the above described properties those portions granted to Department of Transportation, State of Colorado in instrument recorded February 15, 1996 in Book 4683 at Page 575.

**EXHIBIT B**  
**Legal Description**

**DRAINAGE EASEMENT**

BEING A PORTION OF THAT REAL PROPERTY AS DESCRIBED AND CONVEYED AT RECEIPTION NO. 200410060010000380 AND BEING A PART OF BLOCK 1 OF G&W CENTER FOR INDUSTRY AND COMMERCE RECORDED IN PLAT BOOK 12, PAGE 178 ON NOVEMBER 17, 1969, LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER (C1/4) CORNER OF SAID SECTION 15;  
THENCE NORTH 28°08'15" WEST A DISTANCE OF 728.30 TO A POINT ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BANNOCK STREET AS DESCRIBED IN BOOK 4683 PAGE 575;  
THENCE NORTH 10°15'35" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 29.77 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 79°45'45" WEST, A DISTANCE OF 64.87 FEET; THENCE NORTH 10°14'15" EAST, A DISTANCE OF 309.75 FEET;  
THENCE SOUTH 79°45'45" EAST, A DISTANCE OF 63.78 FEET TO A POINT ON THE SAID WESTERLY RIGHT-OF-WAY LINE OF BANNOCK STREET;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. SOUTH 04°43'32" WEST, A DISTANCE OF 12.60 FEET;
2. SOUTH 10°15'35" WEST, A DISTANCE OF 297.20 FEET TO THE POINT OF BEGINNING.

CONTAINING ±20,106 SQUARE FEET OR ±0.462 ACRES OF LAND, MORE OR LESS.

End of Legal Description.

**BASIS OF BEARINGS:**

SOUTH 89°37'27" WEST, BEING THE BEARING OF THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS DEFINED AND MEASURED BETWEEN THE MONUMENTS FOUND ANN SHOWN HEREON.

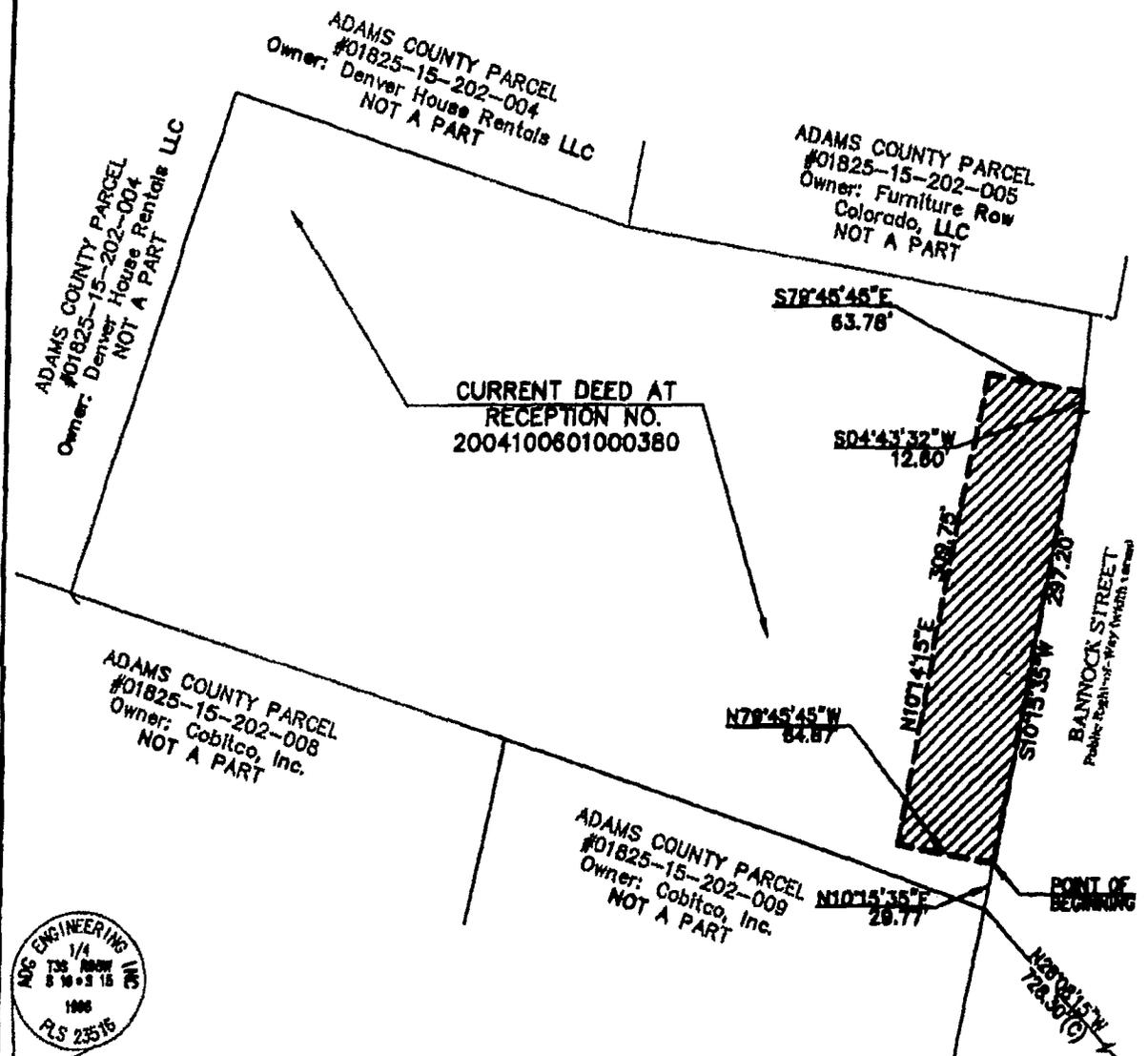


Frank M. Zwolinski, P.L.S.  
Colorado License #38060  
For and on behalf of Power Surveying Company, Inc.  
303-702-1617

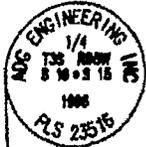


DRAWING BY: JCB      DATE: 3-22-2016  
PROJECT NO.                      501-15-051C

**EXHIBIT B**  
**Legal Description Exhibit**



CURRENT DEED AT  
RECEPTION NO.  
2004100601000380



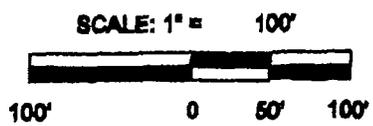
S. LINE OF THE NE 1/4 OF SEC 16, T. 3 S., R. 68 W.

FOUND 3-1/4" DIAM. ALUMINUM CAP  
IN RANGE BOX, MARKED AS SHOWN  
(ACCEPTED AS WEST 1/5 COR SEC  
15, T. 3S., R. 68W.)

S89°32'27"W 2652.38'(M)  
"BASIS OF BEARINGS"

CENTER 1/4 COR SEC 15,  
T. 3S., R. 68W.

(NOTHING FOUND OR SET; POSITION ESTABLISHED  
FROM REFERENCE TIES PER MONUMENT RECORDS)  
POINT OF COMMENCEMENT



DRAWING BY: JCB      DATE: 3-22-2016  
PROJECT NO.              501-15-051C

**PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION RECOMMENDING ACCEPTANCE OF A PERMANENT DRAINAGE  
EASEMENT FROM 5333 MATTRESS KING, LLC, TO ADAMS COUNTY FOR STORM  
WATER DRAINAGE PURPOSES**

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton, Colorado, on Thursday the 11th day of May, 2017, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of approving a permanent drainage easement from 5333 Mattress King, LLC, for storm water drainage purposes, being on the following described property:

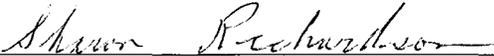
See Legal Description as set forth in Exhibit "A" and "B" attached hereto and incorporated herein by this reference.

WHEREAS, this Permanent Drainage Easement is in conjunction with building and grading permit applications for a property at 5333 Bannock Street, Denver, CO 80216, located in the Northeast Quarter of Section 5, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED that the Adams County Planning Commission recommends to the Board of County Commissioners that said Permanent Drainage Easement be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, Sharon Richardson, Chairperson of the Adams County Planning Commission, do here by certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

  
\_\_\_\_\_  
Chairperson/Acting, Chairman  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 20, 2017
<b>SUBJECT:</b> Resolution accepting an easement from Brighton School District 27J to Adams County for access purposes
<b>FROM:</b> Norman Wright, Director, Community & Economic Development Department
<b>AGENCY/DEPARTMENT:</b> Community & Economic Development
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves a resolution accepting an access easement from Brighton School District 27J to Adams County

### **BACKGROUND:**

Adams County is acquiring an access easement from Brighton School District 27J on a property with parcel identification number #0157127201001 (See exhibit A). The property is the proposed High School site located at the northeastern corner of Yosemite and Riverdale road. The purpose of the easement is to provide access in order to allow the County to inspect and repair an existing detention pond located on the northeastern section of the school site. The pond is in the city of Thornton. However, the County has an open space property located directly northeast of the school site that could be impacted in the event the pond was to fail. The County's golf course is also located south of the school site. This golf course could also be impacted in case of failure of the pond, hence the need for the County to have access to the pond for inspection, maintenance and repair purposes. Maintenance of the pond will be the sole responsibility of the school district. The County's access is solely for inspection, emergency repairs and maintenance in the event the school district fails to repair the pond during emergency overflows.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Community & Economic Development, Public Works, Office of the County Attorney

### **ATTACHED DOCUMENTS:**

Access Easement  
BOCC Draft Resolution  
Planning Commission Resolution

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<hr/> <hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

**Draft Resolution**

**BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO**

Resolution 2017-

**RESOLUTION ACCEPTING AN ACCESS EASEMENT FROM  
BRIGHTON SCHOOL DISTRICT 27J TO ADAMS COUNTY FOR  
ACCESS PURPOSES**

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting an Access Easement from Brighton School District 27J for property located in the Northwest Quarter of Section 27, Township 1 South, Range 67 West of the 6<sup>th</sup> Principal Meridian as described in the attached easement agreement; and

WHEREAS, this Access Easement is in conjunction with a new high school project-District 27J High School No. 3; and

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 11th day of May, 2017, the Planning Commission recommended that the Board of County Commissioners accept said Access Easement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Access Easement from Brighton School District 27J, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

## ACCESS EASEMENT

THIS EASEMENT, granted on the date of \_\_\_\_\_, 2017, between **Brighton School District 27J**, a Colorado school district duly organized and existing under and by virtue of the laws of the State of Colorado, whose address is 18551 E. 160<sup>th</sup> Avenue, Brighton, Colorado 80601, hereinafter called "Grantor" its successors and assigns, and the **County of Adams**, State of Colorado, a body politic, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter called "Grantee".

WITNESSETH, Grantee seeks an access easement and right-of-way through the lands hereinafter described:

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

The Grantor, does hereby grant, and convey to the Grantee an easement to give Adams County the right to access the drainage facilities, located in the parcel of land described in Exhibit A-1, for the sole purpose of inspection and maintenance of drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, detention basins, catch grates, maintenance roads, etc.

The Easement Property will remain in the ownership of the Grantor and may be used by them, for any purpose, provided such use does not have any adverse effect upon the purpose use described above.

Grantee will in no way hinder or prevent the proper and reasonable use and enjoyment of the property through which the easement is granted.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this 20th day of April, 2017.

GRANTOR:  
Brighton School District 27J,  
a Colorado school district duly organized and  
existing under and by virtue of the laws of the  
State of Colorado

[Signature] 4/20/17  
By: Terrence V. Lucero  
Chief Operating Officer



STATE OF COLORADO )  
  ) §  
COUNTY OF ADAMS    )

The foregoing instrument was acknowledged before me this 20th day of April, 2017, by Terrence V. Lucero Chief Operating Officer of Brighton School District 27J

Witness my hand and official seal.  
My commission expires: 2-21-18  
[Signature]  
Notary Public

GRANTEE:

ATTEST:  
STAN MARTIN, CLERK

The Board of County Commissioners of  
the County of Adams, State of Colorado

By: \_\_\_\_\_  
Erica Hannah, Deputy Clerk

By: \_\_\_\_\_  
Eva J. Henry, Chair

Approved as to form:  
\_\_\_\_\_  
County Attorney's Office

# EXHIBIT "A"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH,  
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
CITY OF THORNTON, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 2

AN EASEMENT FOR ACCESS PURPOSES OVER AND ACROSS ALL OF TRACTS C AND D, AND A PORTION OF LOT 1, SCHOOL DISTRICT 27J HIGH SCHOOL, AS DESCRIBED IN THE RECORDS OF ADAMS COUNTY ON JUNE 29, 2016, AT RECEPTION NO. 2016000051487, LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF THORNTON, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF LOT 1, SCHOOL DISTRICT 27J HIGH SCHOOL TO BEAR NORTH 89°18'14" EAST, A DISTANCE OF 971.88 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1;  
THENCE ALONG THE NORTH LINE OF SAID LOT 1, NORTH 89°18'14" EAST, A DISTANCE OF 971.88 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;  
THENCE ALONG THE EASTERLY LINES OF SAID LOT 1 AND TRACT C AND TRACT D, SAID SCHOOL DISTRICT 27J HIGH SCHOOL, THE FOLLOWING TWO COURSES:  
THENCE SOUTH 70°08'39" EAST, A DISTANCE OF 112.61 FEET;  
THENCE SOUTH 48°02'19" EAST, A DISTANCE OF 303.71 FEET TO AN ANGLE POINT ON THE EASTERLY LINE OF SAID LOT 1;  
THENCE DEPARTING SAID EASTERLY LINE, SOUTH 66°47'23" WEST, A DISTANCE OF 171.57 FEET;  
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 245.32 FEET;  
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 113.67 FEET;  
THENCE NORTH 25°51'07" WEST, A DISTANCE OF 416.50 FEET;  
THENCE NORTH 61°21'01" WEST, A DISTANCE OF 86.40 FEET;  
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 773.78 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1;  
THENCE ALONG SAID WEST LINE, NORTH 00°26'55" WEST, A DISTANCE OF 126.20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 252,578 SQ.FT. OR 5.80 ACRES, MORE OR LESS.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS EASEMENT DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



JOHN B. GUYTON  
COLORADO P.L.S. #16406  
CHAIRMAN/CEO, FLATIRONS, INC.

FSI JOB NO. 16-67,086(A)

JOB NUMBER: 16-67,086(A)  
DRAWN BY: E. PRESCOTT  
DATE: FEBRUARY 15, 2017

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

**Flatirons, Inc.**  
*Surveying, Engineering & Geomatics*

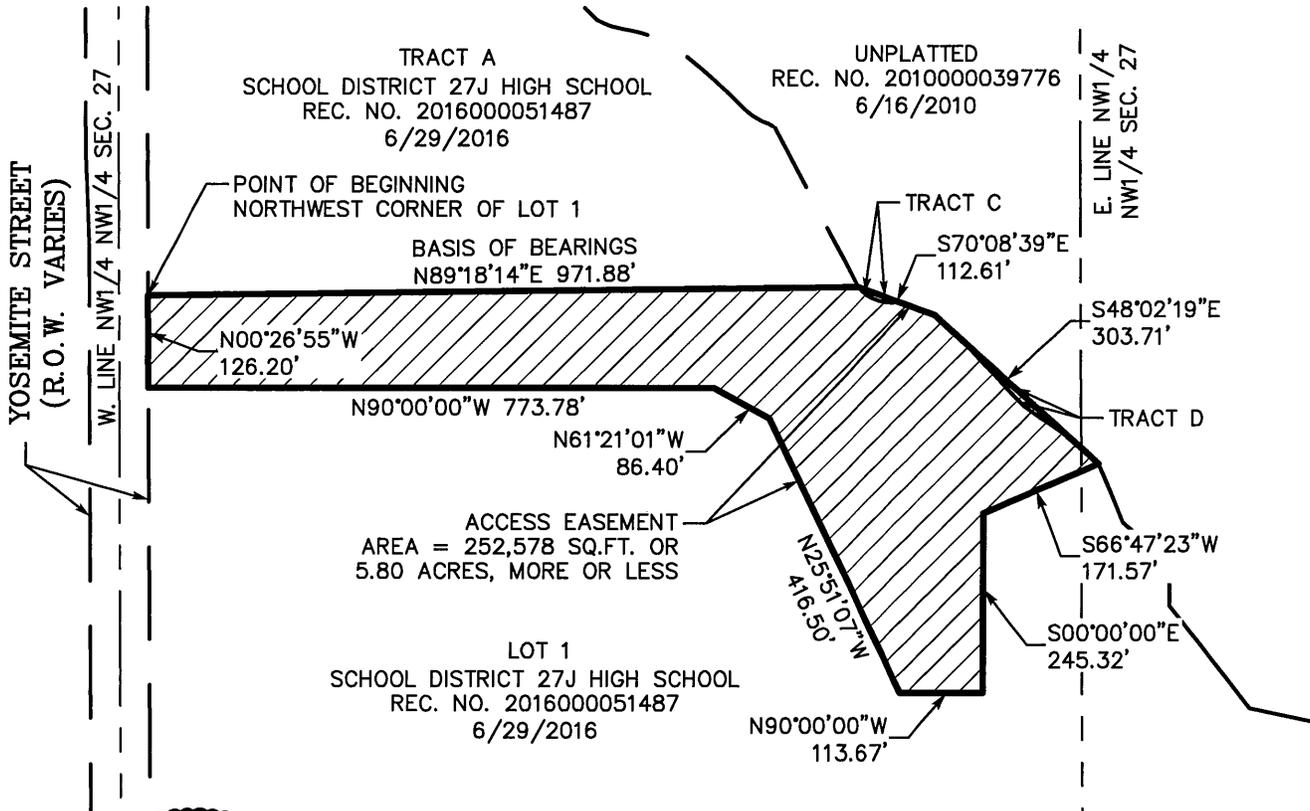


655 FOURTH AVE  
LONGMONT, CO 80501  
PH: (303) 776-1733  
FAX: (303) 776-4355  
[www.FlatironsInc.com](http://www.FlatironsInc.com)

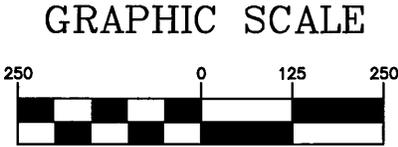
# EXHIBIT "A"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH,  
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
CITY OF THORNTON, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 2 OF 2



BY:EPRESCOTT FILE:67086-DRAINAGE ESMT(A).DWG DATE:2/16/2017 6:57 AM



( IN FEET )  
1 inch = 250 ft.

JOB NUMBER: 16-67,086(A)  
DRAWN BY: E. PRESCOTT  
DATE: FEBRUARY 15, 2017

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

**Flatirons, Inc.**  
Surveying, Engineering & Geomatics



655 FOURTH AVE  
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FAX: (303) 776-4355  
[www.FlatironsInc.com](http://www.FlatironsInc.com)

**PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION RECOMMENDING ACCEPTANCE OF AN ACCESS EASEMENT  
FROM BRIGHTON SCHOOL DISTRICT 27J TO ADAMS COUNTY FOR  
ACCESS PURPOSES**

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton, Colorado, on Thursday the 11th day of May, 2017, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of approving an access easement from Brighton School District 27J, for access purposes, being on the following described property:

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

WHEREAS, this Access Easement is in conjunction with a permanent drainage easement for a new high school project – District 27J High School No. 3, located in the Northwest Quarter of Section 27, Township 1 South, Range 67 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED that the Adams County Planning Commission recommends to the Board of County Commissioners that said Access Easement be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, Sharon Richardson, Chairperson of the Adams County Planning Commission, do here by certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

  
\_\_\_\_\_  
Chairperson/Acting, Chairman  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 20, 2017
<b>SUBJECT:</b> Resolution accepting an easement from Holly Investment Company to Adams County for access purposes
<b>FROM:</b> Norman Wright, Director, Community & Economic Development Department
<b>AGENCY/DEPARTMENT:</b> Community & Economic Development
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves a resolution accepting an access easement from Holly Investment Company to Adams County

### **BACKGROUND:**

Adams County is acquiring an access easement from a property with parcel identification #0173133400009 (See exhibit A). This easement agreement will provide the County a permanent access easement for the purpose of maintenance of an emergency access in the Grasslands at Comanche Subdivision Filing 1. Said easement is to be used solely in the event the Grantor fails to maintain such emergency access and appurtenances.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Community & Economic Development, Transportation, Office of the County Attorney

### **ATTACHED DOCUMENTS:**

Access Easement  
BOCC Draft Resolution  
Planning Commission Resolution

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<hr/> <hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

**Draft Resolution**

**BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO**

Resolution 2017-

**RESOLUTION ACCEPTING AN ACCESS EASEMENT FROM  
HOLLY INVESTMENT COMPANY TO ADAMS COUNTY FOR  
ACCESS PURPOSES**

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting an Access Easement from Holly Investment Company for property located in the Southeast Quarter of Section 33, Township 2 South, Range 62 West of the 6<sup>th</sup> Principal Meridian as described in the attached easement agreement; and

WHEREAS, this Access Easement is in conjunction with the Grasslands at Comanche Development; and

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 11th day of May, 2017, the Planning Commission recommended that the Board of County Commissioners accept said Access Easement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Access Easement from Holly Investment Company, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

## PERMANENT ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Holly Investment Company, a Colorado corporation, hereinafter called "Grantor", for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to the COUNTY OF ADAMS, STATE OF COLORADO, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 hereinafter "County", its successors and assigns, a permanent access easement for the purpose of maintenance of an emergency access from East 72<sup>nd</sup> Ave. to Van Sickle Street of the Grasslands at Comanche Subdivision, Filing 1. Said easement to be used solely in the event Grantor fails to maintain such emergency access together with lateral and subjacent support thereto as may from time to time be required on, over, across, and through the following described land to wit:

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

Together with the right to ingress and egress over and across the land of Grantor by means of roads and lanes thereon if such there be; otherwise by such route as shall cause the least practical damage and inconvenience to the Grantor.

In further consideration hereof, Grantor covenants and agrees that no permanent buildings or structures will be placed, erected, installed or permitted upon said easement that will cause any obstructions to prevent the proper maintenance and use of said emergency access.

In the event the County exercises its right to maintain the emergency access all of the County's costs to maintain the emergency access shall be reimbursed by Grantor within thirty days of receiving the County's invoice, including any collection costs and attorney fees.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the County, its successors and assigns, in connection with this easement shall be done with care, and the surface of the property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the facilities and appurtenances installed and any damages caused on said easement arising out of the reconstruction, maintenance and repair of said emergency access and

appurtenances in the exercise of the rights hereby provided shall be restored reasonably similar to its original condition following completion of the work performed.  
IN WITNESS WHEREOF, Grantor has hereto set his hand on this 24th day of February, 2017.

Holly Investment Company,  
a Colorado corporation

By: *L. Losh*

Print Name: Loren L Losh

Print Title: President

STATE OF COLORADO)

COUNTY OF ADAMS)<sup>s</sup>

The foregoing instrument was acknowledged before me this 24 day of FEBRUARY 2017 by LOREN L LOSH, as PRESIDENT of Holly Investment Company, a Colorado corporation.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

*Linda J Huffman*  
Notary Public

My commission expires: 3/13/2018

LINDA J HUFFMAN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19904002442  
MY COMMISSION EXPIRES MARCH 13, 2018

# EXHIBIT A

## LEGAL DESCRIPTION: ACCESS EASEMENT

THAT PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 33; THENCE SOUTH 89°46'56" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 33, A DISTANCE OF 1159.88 FEET; THENCE NORTH 00°13'04" WEST A DISTANCE OF 30.00 FEET TO THE NORTH RIGHT OF WAY LINE OF EAST 72ND AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°13'04" WEST A DISTANCE OF 480.00 FEET; THENCE SOUTH 89°46'56" WEST A DISTANCE OF 239.90 FEET TO THE BEGINNING A OF CURVE TO THE RIGHT, THE DELTA OF SAID CURVE IS 42°50'02", THE RADIUS OF SAID CURVE IS 265.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 68°48'03" WEST, 193.53 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 198.11 FEET; THENCE NORTH 42°36'58" EAST A DISTANCE OF 30.00 FEET TO A CURVE TO THE LEFT, THE DELTA OF SAID CURVE IS 42°50'02", THE RADIUS OF SAID CURVE IS 235.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 68°48'03" EAST, 171.62 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 175.68 FEET TO THE END OF SAID CURVE; THENCE NORTH 89°46'56" EAST A DISTANCE OF 579.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THE DELTA OF SAID CURVE IS 51°34'11", THE RADIUS OF SAID CURVE IS 235.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 63°59'51" EAST, 204.45 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 211.51 FEET; THENCE SOUTH 59°07'18" EAST A DISTANCE OF 30.22 FEET TO A CURVE TO RIGHT, THE DELTA OF SAID CURVE IS 52°24'13", THE RADIUS OF SAID CURVE IS 265.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 63°34'49" WEST, 234.01 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 242.37 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°46'56" WEST A DISTANCE OF 309.10 FEET; THENCE SOUTH 00°13'04" EAST A DISTANCE OF 480.00 FEET TO THE NORTH RIGH-OF-WAY LINE OF SAID EAST 72ND AVENUE; THENCE SOUTH 89°46'56" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.  
CONTAINS 44,185 SQUARE FEET OR 1.014 ACRES MORE OR LESS.

## BASIS FOR BEARINGS:

THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (THE SOUTH  $\frac{1}{4}$  CORNER IS A 2" ALUMINUM CAP, P.L.S. 18475 AND THE SOUTHEAST CORNER IS A 3-1/4" ALUMINUM CAP, L.S. 23519, IN RANGE BOX) OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, IS ASSUMED TO BEAR SOUTH 89°46'56" WEST. ALL BEARINGS DESCRIBED HEREIN ARE RELATIVE THERETO.

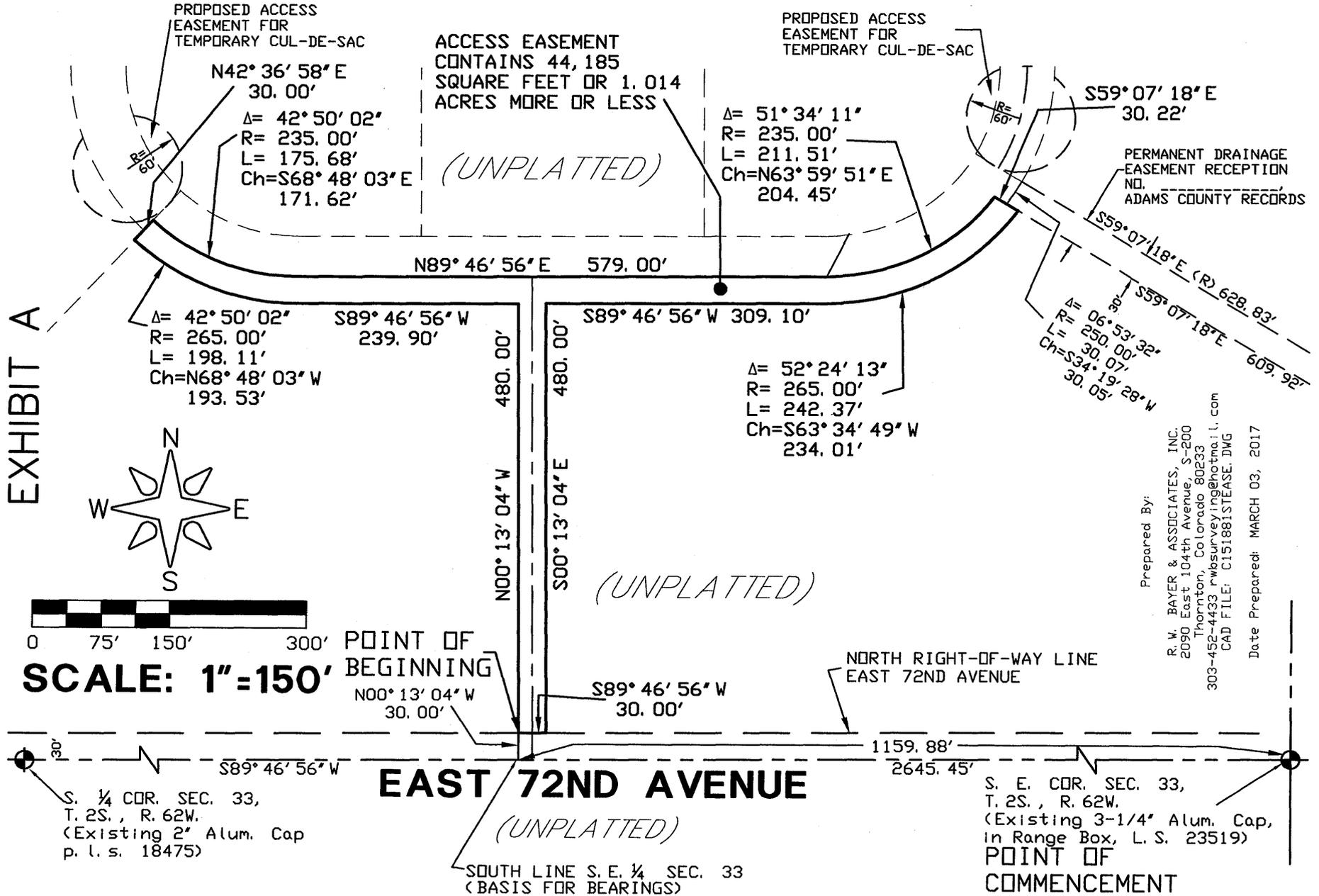
RAYMOND W. BAYER  
REG. P. L. S. NO. 6973

## Prepared By:

R. W. BAYER & ASSOCIATES, INC.  
2090 East 104th Avenue, S-200  
Thornton, Colorado 80233  
303-452-4433 [rwbsurveying@hotmail.com](mailto:rwbsurveying@hotmail.com)  
CAD FILE: C151881STEASE.DWG

Date Prepared: MARCH 03, 2017

PROPOSED GRASSLANDS AT COMANCHE - FIRST FILING



**PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION RECOMMENDING ACCEPTANCE OF AN ACCESS EASEMENT  
FROM HOLLY INVESTMENT COMPANY TO ADAMS COUNTY FOR ACCESS  
PURPOSES**

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton, Colorado, on Thursday the 11<sup>th</sup> day of May, 2017, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of approving an access easement from Holly Investment Company for access purposes, being on the following described property:

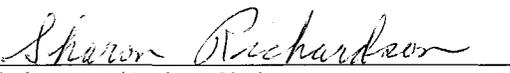
See Legal Description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this Access Easement is in conjunction with the Grasslands at Comanche Development for a property located in the Southeast Quarter of Section 33, Township 2 South, Range 62 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED that the Adams County Planning Commission recommends to the Board of County Commissioners that said Access Easement be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, Sharon Richardson, Chairperson of the Adams County Planning Commission, do here by certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

  
\_\_\_\_\_  
Chairperson/Acting, Chairman  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 20, 2017
<b>SUBJECT:</b> Resolution accepting a permanent drainage easement from Holly Investment Company to Adams County for drainage purposes
<b>FROM:</b> Norman Wright, Director, Community & Economic Development Department
<b>AGENCY/DEPARTMENT:</b> Community & Economic Development
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves a resolution accepting a permanent drainage easement from Holly Investment Company to Adams County

### **BACKGROUND:**

Adams County is acquiring a permanent drainage easement from a property with parcel identification #0173133400009 (See exhibit A). This easement agreement will provide the County a permanent drainage easement for the purpose of maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, detention basins, catch grates, maintenance roads, etc. on the property. Said easement is to be used solely in the event the Grantor fails to maintain such drainage facilities.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Community & Economic Development, Transportation, Office of the County Attorney

### **ATTACHED DOCUMENTS:**

Permanent Drainage Easement  
BOCC Draft Resolution  
Planning Commission Resolution

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<hr/> <hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

**Draft Resolution**

**BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO**

Resolution 2017-

**RESOLUTION ACCEPTING A PERMANENT DRAINAGE EASEMENT  
FROM HOLLY INVESTMENT COMPANY TO ADAMS COUNTY FOR DRAINAGE  
PURPOSES**

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting a Permanent Drainage Easement from Holly Investment Company for property located in the Southeast Quarter of Section 33, Township 2 South, Range 62 West of the 6<sup>th</sup> Principal Meridian as described in the attached easement agreement; and

WHEREAS, this Permanent Drainage Easement is in conjunction with the Grasslands at Comanche development; and

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 11th day of May, 2017, the Planning Commission recommended that the Board of County Commissioners accept said Permanent Drainage Easement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Permanent Drainage Easement from Holly Investment Company a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

## PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Holly Investment Company, a Colorado corporation, hereinafter called "Grantor", for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to the COUNTY OF ADAMS, STATE OF COLORADO, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 hereinafter "County", its successors and assigns, a permanent storm water drainage easement for the purpose of maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, detention basins, catch grates, maintenance roads, etc., said easement to be used solely in the event Grantor fails to maintain such drainage facilities, together with lateral and subjacent support thereto as may from time to time be required on, over, across, and through the following described land to wit:

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

Together with the right to ingress and egress over and across the land of Grantor by means of roads and lanes thereon if such there be; otherwise by such route as shall cause the least practical damage and inconvenience to the Grantor.

In further consideration hereof, Grantor covenants and agrees that no permanent buildings or structures will be placed, erected, installed or permitted upon said easement that will cause any obstructions to prevent the proper maintenance and use of said drainage facilities.

In the event the County exercises its right to maintain said drainage facilities, all of the County's costs to maintain the facilities shall be reimbursed by Grantor within thirty days of receiving the County's invoice, including any collection costs and attorney fees.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the County, its successors and assigns, in connection with this easement shall be done with care, and the surface of the property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the facilities and appurtenances installed and any damages caused on said easement arising out of the reconstruction, maintenance and repair of said drainage facilities and

appurtenances in the exercise of the rights hereby provided shall be restored reasonably similar to its original condition following completion of the work performed.  
IN WITNESS WHEREOF, Grantor has hereto set his hand on this 24th day of February, 2017.

Holly Investment Company,  
a Colorado corporation

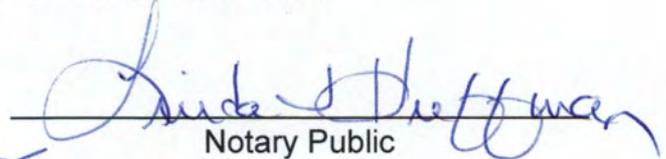


By: \_\_\_\_\_  
Print Name: Loren L Losh  
Print Title: President

STATE OF COLORADO)  
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this 24 day of FEBRUARY, 2017 by LOREN L LOSH, as PRESIDENT of Holly Investment Company, a Colorado corporation.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.



Notary Public

My commission expires: 3/13/2018

LINDA J HUFFMAN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19904002442  
MY COMMISSION EXPIRES MARCH 13, 2018

# EXHIBIT A

## LEGAL DESCRIPTION: DRAINAGE EASEMENT

THAT PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 33; THENCE SOUTH 89°46'56" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 33, A DISTANCE OF 1144.88 FEET; THENCE NORTH 00°13'04" WEST A DISTANCE OF 540.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°46'56" WEST A DISTANCE OF 254.90 FEET TO THE BEGINNING A OF CURVE TO THE RIGHT, THE DELTA OF SAID CURVE IS 42°50'02", THE RADIUS OF SAID CURVE IS 235.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 68°48'03" WEST, 171.62 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 175.68 FEET; THENCE NORTH 42°36'58" EAST A DISTANCE OF 60.00 FEET TO A CURVE TO THE LEFT, THE DELTA OF SAID CURVE IS 42°50'02", THE RADIUS OF SAID CURVE IS 175.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 68°48'03" EAST, 127.80 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 130.83 FEET TO THE END OF SAID CURVE; THENCE NORTH 89°46'56" EAST A DISTANCE OF 579.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THE DELTA OF SAID CURVE IS 58°54'14", THE RADIUS OF SAID CURVE IS 175.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 60°19'49" EAST, 172.09 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 179.91 FEET; THENCE SOUTH 59°07'18" EAST A DISTANCE OF 75.00 FEET TO THE NORTHWEST CORNER OF A PERMANENT DRAINAGE EASEMENT IN RECEPTION NO. \_\_\_\_\_, ADAMS COUNTY RECORDS; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PERMANENT DRAINAGE EASEMENT AND A CURVE TO THE RIGHT, THE DELTA OF SAID CURVE IS 06°53'32", THE RADIUS OF SAID CURVE IS 250.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 34°19'28" WEST, 30.05 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.07 FEET; THENCE NORTH 59°07'18" WEST A DISTANCE OF 15.12' FEET TO A CURVE TO RIGHT, THE DELTA OF SAID CURVE IS 51°34'11", THE RADIUS OF SAID CURVE IS 235.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 63°59'51" WEST, 204.45 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 211.51 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°46'56" WEST A DISTANCE OF 324.10 FEET TO THE POINT OF BEGINNING.  
CONTAINS 57,032 SQUARE FEET OR 1.309 ACRES MORE OR LESS.

## BASIS FOR BEARINGS:

THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (THE SOUTH  $\frac{1}{4}$  CORNER IS A 2" ALUMINUM CAP, P.L.S. 18475 AND THE SOUTHEAST CORNER IS A 3-1/4" ALUMINUM CAP, L.S. 23519, IN RANGE BOX) OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, IS ASSUMED TO BEAR SOUTH 89°46'56" WEST. ALL BEARINGS DESCRIBED HEREIN ARE RELATIVE THERETO.

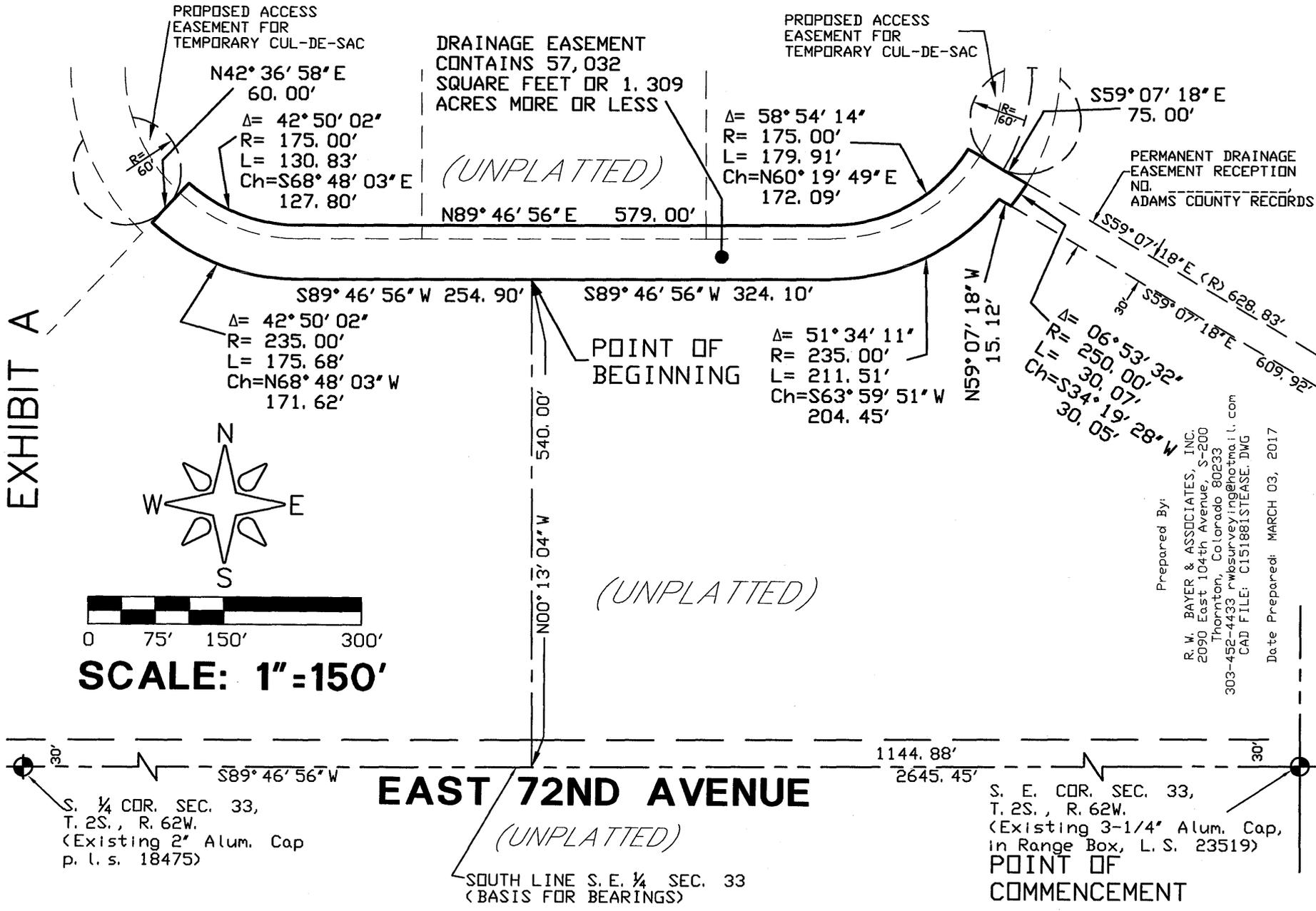
RAYMOND W. BAYER,  
REG. P.L.S. NO. 6973

Prepared By:

R. W. BAYER & ASSOCIATES, INC.  
2090 East 104th Avenue, S-200  
Thornton, Colorado 80233  
303-452-4433 [rwbsurveying@hotmail.com](mailto:rwbsurveying@hotmail.com)  
CAD FILE: C151881STEASE.DWG

Date Prepared: MARCH 03, 2017

PROPOSED GRASSLANDS AT COMANCHE - FIRST FILING



PROPOSED ACCESS EASEMENT FOR TEMPORARY CUL-DE-SAC

N42° 36' 58" E  
60.00'

Δ = 42° 50' 02"  
R = 175.00'  
L = 130.83'  
Ch = S68° 48' 03" E  
127.80'

DRAINAGE EASEMENT CONTAINS 57,032 SQUARE FEET OR 1.309 ACRES MORE OR LESS

(UNPLATTED)

N89° 46' 56" E 579.00'

PROPOSED ACCESS EASEMENT FOR TEMPORARY CUL-DE-SAC

Δ = 58° 54' 14"  
R = 175.00'  
L = 179.91'  
Ch = N60° 19' 49" E  
172.09'

S59° 07' 18" E  
75.00'

PERMANENT DRAINAGE EASEMENT RECEPTION NO. ADAMS COUNTY RECORDS

S59° 07' 18" E (R) 628.83'

S89° 46' 56" W 254.90'

Δ = 42° 50' 02"  
R = 235.00'  
L = 175.68'  
Ch = N68° 48' 03" W  
171.62'

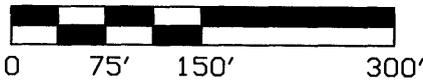
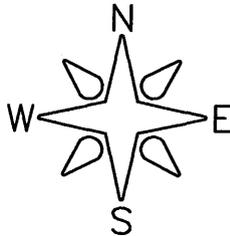
POINT OF BEGINNING

S89° 46' 56" W 324.10'

Δ = 51° 34' 11"  
R = 235.00'  
L = 211.51'  
Ch = S63° 59' 51" W  
204.45'

N59° 07' 18" W  
15.12'

Δ = 06° 53' 32"  
R = 250.00'  
L = 30.07'  
Ch = S34° 19' 28" W  
30.05'



SCALE: 1" = 150'

N00° 13' 04" W 540.00'

(UNPLATTED)

1144.88'  
2645.45'

**EAST 72ND AVENUE**

(UNPLATTED)

S. 1/4 COR. SEC. 33,  
T. 2S., R. 62W.  
(Existing 2" Alum. Cap  
p. l. s. 18475)

SOUTH LINE S. E. 1/4 SEC. 33  
(BASIS FOR BEARINGS)

S. E. COR. SEC. 33,  
T. 2S., R. 62W.  
(Existing 3-1/4" Alum. Cap,  
in Range Box, L. S. 23519)  
POINT OF COMMENCEMENT

Prepared By:

R. W. BAYER & ASSOCIATES, INC.  
2090 East 104th Avenue, S-200  
Thornton, Colorado 80233  
303-452-4433 rwb@surveying@hotmail.com  
CAD FILE: C151881STEASE.DWG

Date Prepared: MARCH 03, 2017

**PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION RECOMMENDING ACCEPTANCE OF A PERMANENT DRAINAGE  
EASEMENT FROM HOLLY INVESTMENT COMPANY TO ADAMS COUNTY FOR  
STORM WATER DRAINAGE PURPOSES**

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton, Colorado, on Thursday the 11<sup>th</sup> day of May, 2017, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of approving a permanent drainage easement from Holly Investment Company for storm water drainage purposes, being on the following described property:

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

WHEREAS, this offsite Permanent Drainage Easement is in conjunction with the Grasslands at Comanche Development for a property located in the Southeast Quarter of Section 33, Township 2 South, Range 62 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED that the Adams County Planning Commission recommends to the Board of County Commissioners that said Permanent Drainage Easement be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, Sharon Richardson, Chairperson of the Adams County Planning Commission, do here by certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

  
\_\_\_\_\_  
Chairperson/Acting, Chairman  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 20, 2017
<b>SUBJECT:</b> Letter of Intent to Purchase Real Property
<b>FROM:</b> Raymond H. Gonzales, Interim County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> February 7, 2017
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners authorize the Chair to execute a Non-Binding Letter of Intent on behalf of Adams County to purchase land from IVE Colorado LLC, Jacobs LLC and King Paul 1 LLC.

### **BACKGROUND:**

The State of Colorado Department of Human Services has received funding to design the replacement of the Adams Youth Services Center. This facility is the oldest youth detention facility in the State system.

The County, IVE Colorado LLC, Jacobs LLC and King Paul 1 LLC have negotiated a draft Letter of Intent (LOI) to purchase an approximately twelve (12) acre parcel (the "Property") located on the south side of Bromley Business Parkway, that is conveniently located for such a facility. If the land is purchased, the County would then subsequently deed the property to the state, with a reversion clause.

The agreed-upon price of \$3.50 square foot will apply to the final acreage determined after design of the facility and replat of the parcel but the property is preliminarily estimated to be approximately twelve (12) acres. The LOI requires a \$100,000.00 earnest money deposit, which is refundable if a final purchase contract is not executed.

The LOI provides for the negotiation and execution of a purchase contract for the Property, incorporating the provisions of the LOI. This LOI is non-binding, and all of these terms and conditions are contingent upon the parties executing the subsequent purchase contract, which must be brought back to the Board of County Commissioners for approval.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Manager's Office  
County Attorney's Office

**ATTACHED DOCUMENTS:**

Resolution  
Letter of Intent

**FISCAL IMPACT:**

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

<b>Fund: 1</b>
<b>Cost Center: 9252</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010		\$1,940,000
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$1,940,000</u>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

The estimated purchase price is \$1,936,242.00. The final acreage shall be agreed upon once the replat of the property is completed and the final purchase price shall be adjusted if necessary after the final replat. This will be incorporated into the final purchase contract.

The LOI requires a \$100,000.00 earnest money deposit with two (2) days following the execution of a subsequent purchase contract. All earnest money is refundable if the County terminates the purchase contract prior to the end of the inspection period.

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO  
RESOLUTION APPROVING A NON-BINDING LETTER OF INTENT BETWEEN ADAMS COUNTY, IVE  
COLORADO LLC, JACOBS COLORADO LLC, AND KING PAUL 1 LLC FOR THE SALE OF LAND

Resolution 2017-

WHEREAS, Adams County wishes to purchase property for the State of Colorado to replace the existing Adams Youth Services Center; and,

WHEREAS, Adams County has identified an approximately twelve (12) acre parcel (the "Property") located on the south side of Bromley Business Parkway, that is conveniently located for such a facility; and,

WHEREAS, Adams County and the property owners, IVE Colorado LLC, Jacobs LLC, and King Paul 1 LLC, have discussed the general framework for Adams County to purchase the Property and that framework is memorialized in the attached Non-Binding Letter of Intent; and,

WHEREAS, once the Non-Binding Letter of Intent is fully executed, the parties will work on drafting a purchase contract for the Property based on the terms stated in the Non-Binding Letter of Intent.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Non-Binding Letter of Intent between Adams County, IVE Colorado LLC, Jacobs LLC and King Paul 1 LLC, a copy of which is attached hereto, be and hereby is approved.

BE IT FURTHER RESOLVED that the Chair is authorized to execute said Non-Binding Letter of Intent on behalf of Adams County.

June 20, 2017

Paul DeCrescentis  
4500 Cherry Creek Dr. South. #860  
Denver, CO 80246

Subject: Adams County, Colorado – Non-Binding Letter of Intent Regarding the Purchase of approximately 12 acres of land located at Bromley Business Parkway within current parcel number 0156911106016.

Dear Mr. DeCrescentis:

The following proposal is made on behalf of Adams County, Colorado (“Purchaser”) to purchase approximately 12 acres of land at Bromley Business Parkway, within current Adams County Assessor parcel number 0156911106016 (“Property”), from the IVE Colorado LLC, Jacobs Colorado LLC and King Paul 1 LLC (“Sellers”).

Adams County appreciates the willingness of the Sellers in selling the land for the new Adams Youth Services Center (“Facility”). The Colorado Department of Human Services (“State”) will be overseeing the construction and running this Facility. We believe this project will provide the youth and citizens of Adams County with a state of the art facility focused on the development and rehabilitation of youth who are in the court system.

If agreement can be reached around these key business terms, then the proposed terms of the purchase transaction will be incorporated into a mutually agreeable Purchase Contract to Buy and Sell Real Estate (the “Purchase Contract”).

Property/Address	a portion of Parcel number 0156911106016
Legal Description	a portion of Bromley Park Filing NO 101 3 <sup>rd</sup> Amendment Blk 1 Lot 3, Adams County, Colorado
Sellers	IVE Colorado LLC Jacobs Colorado LLC King Paul 1 LLC
Description	The Property is generally described as being approximately located on the eastern side of Bromley Businesses Parkway in the parcel number 0156911106016, as shown in the Attachment 1. The Property that is being purchased for the Facility is shown in Attachment 2, which is approximately 12 acres.

Current Status	The land is currently vacant and Sellers represent that no other agreements to sell or lease will be in place at closing.
Purchase Price	The Purchase Price for the Property shall be \$1,936,242.00, subject to adjustment based on verification of land area as noted above.
Earnest Money	The Earnest Money Deposit ("Earnest Money Deposit") shall be one hundred thousand dollars and no cents (\$100,000.00), to be deposited by Purchaser into an interest bearing escrow account established with Fidelity National Title Company within two (2) business days following the execution and delivery of the Purchase Contract by and between Sellers and Purchaser.
Finance Contingency	The Purchase Contract shall not be contingent upon Purchaser securing a mortgage for the Property, as Purchaser shall pay cash for this purchase. Notwithstanding the foregoing, Purchaser shall have the right to utilize any type of financing vehicle to purchase the Property.
Inspection Period	<p>Purchaser shall have an Inspection Period of thirty (30) days to perform its due diligence activities, including but not limited to: detailed reviews of Property specifications, review of environmental and/or geo-technical issues; reviews of ALTA survey(s) and title documentation.</p> <p>Sellers shall reasonably cooperate with all due diligence activities deemed necessary by Purchaser and performed by Purchaser's employees, agents, attorneys, vendors and subcontractors.</p> <p>Upon two (2) business days written notice from Purchaser, Sellers shall allow Purchaser prompt access to the Property for Purchaser's due diligence activities.</p> <p>The Inspection Period shall commence upon full execution of the Purchase Contract by Sellers and Purchaser. However, in order to facilitate the transaction, Purchaser may request, and Sellers may provide, due diligence materials prior to Purchase Contract execution.</p>
Sellers Deliverables	To facilitate this transaction, Sellers agrees to provide Purchaser – within five (5) business days of the mutual execution of the Letter of Intent, and to the extent in Seller's possession and affecting the property – leases, ALTA surveys, plat documents, environmental reports, and geotechnical reports.
Environmental	<p>Purchaser, at the Purchaser's cost, may choose to secure a new Phase I environmental Site Assessment ("Phase I") of the Property. Purchaser may also require a further Phase II Environmental Site Assessment ("Phase II") of the Property; provided however, no soil tests or other invasive testing on the Property shall be permitted without Sellers's prior written consent, which consent shall be at Seller's discretion.</p> <p>Sellers shall cooperate with Purchaser in providing information as required for new Phase I or Phase II surveys, if required and authorized by Sellers. Sellers</p>

shall also provide Purchaser with a copy of Sellers's most recent Phase I or Phase II, if any.

Contingencies	<p>Purchaser shall have the absolute right to terminate the Purchase Contract prior to the end of the Inspection Period based upon any unacceptable results from its due diligence reviews, or for any other reason, at Purchaser's sole discretion. Such reasons for termination will not result in liquidated damages paid by the Purchaser, and the Earnest Money Deposit shall be returned to Purchaser.</p> <p>Purchaser shall have the absolute right to terminate the Purchase Contract due to new title conditions not in place as of the end of the Inspection Period or due to Purchaser's failure to obtain conditional use permit. Such reasons for termination will result in liquidated damages paid by the Purchaser to the Seller in the amount of the Earnest Money Deposit.</p>
Property Survey	<p>Within 30 days after the end of the Inspection Period, Sellers shall provide Purchaser with a new ALTA Property Survey ("ALTA Survey"), prepared by a registered Colorado land surveyor in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys standards, and including items 1-4, 7(a), 8, 11, 13, 14, 16, 18, and 19 in Table A thereof, from a reputable survey company, in a form reasonably acceptable to Purchaser, and endorsed to Purchaser, Sellers and Sellers's title company.</p>
Topographic Survey	<p>The Sellers will allow access to the property for the Buyers to complete a topographic survey prior to the purchase of the property.</p>
Title	<p>Sellers shall provide Purchaser with a merchantable title free and clear of all liens and encumbrances, other than the permitted exceptions to be approved by Purchaser during the Inspection Period.</p> <p>Sellers shall furnish Purchaser at Sellers's sole cost, with a current commitment from the title company, an owner's extended coverage title insurance policy with all "standard exceptions" deleted.</p>
Replat	<p>At the Seller's expense, the Sellers will commence the replat of the property upon expiration of the Inspection Period.</p>
Variance	<p>The State shall be solely responsible with the Sellers approval to apply for a variance in the case of the construction of the fence along the perimeter of the Facility. The Sellers and Purchaser will cooperate, at no cost to either, with the State's variance applications. Purchaser may, in its sole discretion, terminate the Purchase Contract in the event the property is not given a variance that will allow the Facility.</p>

Final Development Plan	<p>The State shall be solely responsible to provide all documentation in regards to the City of Brighton's Land Use &amp; Development Code, Public Works Standards and Specifications and the Bromley Park PUD to obtain the Final Development Plan for the Facility. The Seller and Purchaser will cooperate, at no cost to either, with the State's effort in obtaining the Final Development Plan. Purchaser may, in its sole discretion, terminate the Purchase Contract in the event the Final Development Plan is not approved.</p>
Appraisal	<p>The Purchaser has the right to have an appraisal completed on the land at its expense before closing occurs. The appraiser shall be a nationally or regionally recognized commercial MAI appraiser with expertise in commercial land appraisal.</p> <p>If prior to the end of the Inspection Period, the Property does not appraise for at least the Purchase Price, the Purchase Contract may be terminated and the Earnest Money Deposit shall be refunded to the Purchaser. There shall be no appraisal contingency after the end of the Inspection Period.</p>
Closing	<p>Closing shall occur five (5) days after the replat or the conditional use permit, whichever comes later, is recorded, unless extended by mutual agreement because of the replat and conditional use permit timeline. All closing costs and prorations shall be allocated between the parties according to the custom of the jurisdiction in which the Property is located.</p> <p>Purchaser shall have the right to take possession of the Property immediately following Closing.</p>
Liquidated Damages	<p>In the event that the sale of the Property is not consummated as a result of a breach of the Purchase Contract by the Purchaser, then the Earnest Money Deposit noted above shall be paid to Sellers as liquidated damages and shall be Sellers's sole remedy under the Purchase Contract.</p>
Other Offers	<p>From the date of acceptance of this Letter of Intent, Sellers shall not negotiate or accept any other offer to purchase or lease the Property, or any part thereof, until the earlier to occur of the time that both parties execute and deliver a mutually agreeable Purchase Contract, or not later than 5:00 p.m. Mountain Standard Time on August 18, 2017.</p>
Brokerage	<p>The Purchaser is not using a broker to facilitate this transaction. The Seller is represented by Cushman and Wakefield, who shall be compensated by Seller according to a separate agreement. The Purchaser and Seller shall hold one another harmless from any broker or other party claiming a commission or finder fee in connection with the proposed sale.</p>

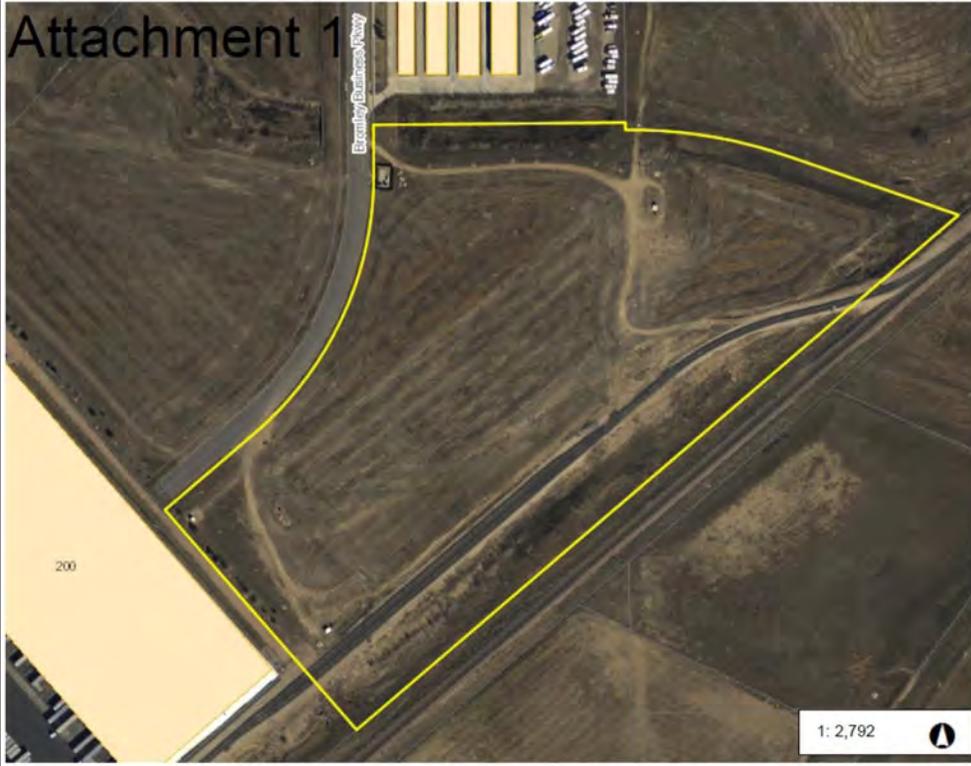
Unless sooner replaced by a duly approved and executed Purchase Contract, this Non-Binding Letter of Intent by the Purchaser shall expire at 4:00 p.m. Mountain Standard time on August 18, 2017.

This letter, though not binding, is intended to serve as the basis for negotiating a final written agreement which will contain material terms not mentioned in this letter. This letter does not create an obligation to continue negotiations. Either party may terminate negotiations at any time in their sole discretion. Partial performance by either party of the terms of this letter, or the efforts by either party to perform due diligence or carry out other acts in contemplation of consummating this transaction, shall not be deemed evidence of intent by either party to be bound by the terms of this letter. The parties will not be bound to an agreement unless and until each party reviews, approves and executes a final and definitive written agreement.

Sincerely,

Eva J. Henry, Chair  
Adams County Board of Commissioners

Attachment 1



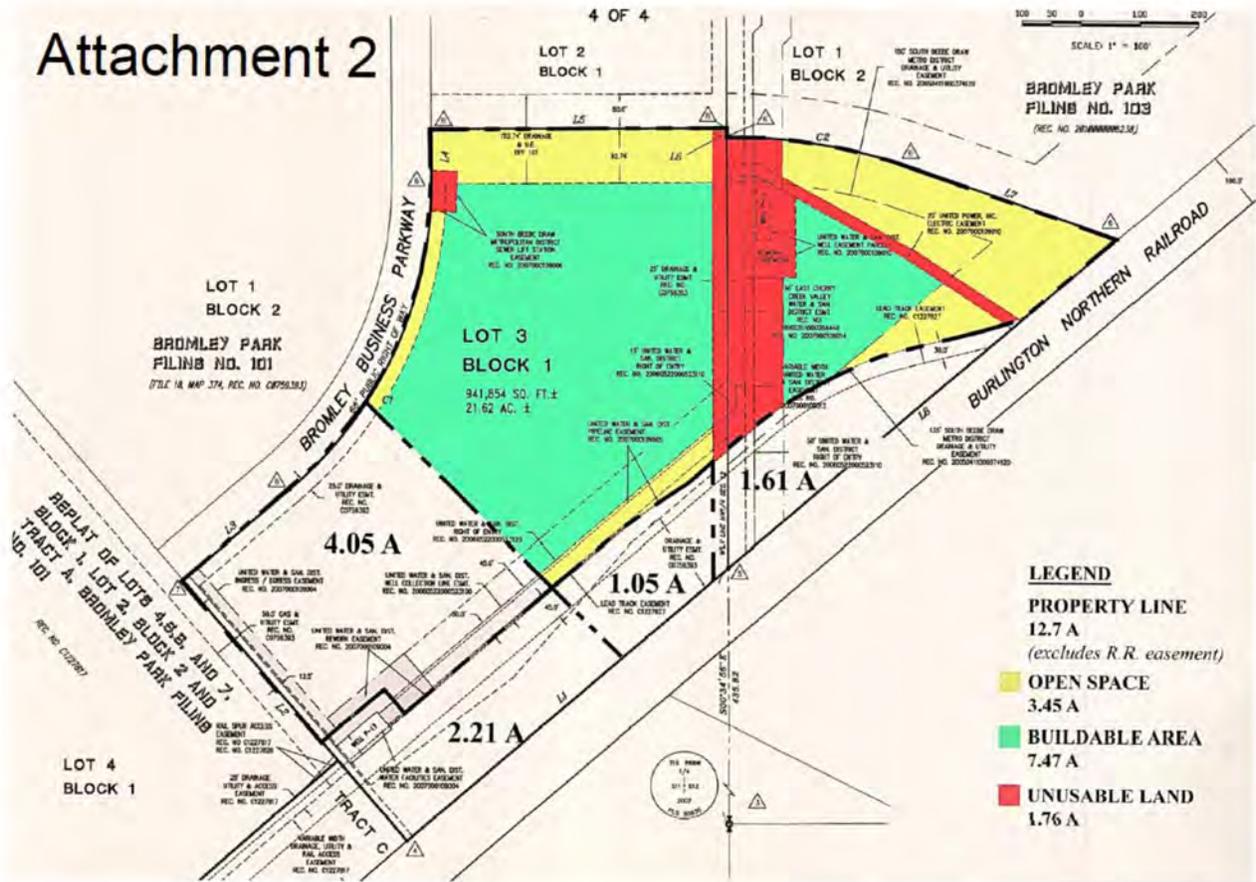
- Legend**
- Address
  - Highways
  - Highways (2,000 - 3,000)
  - Interstate
  - Highway
  - Tollway
  - Streets
  - Streets (2,000 - 10,000)
  - Streets
  - Ramp
  - Building
  - Parks and Open Space
  - Small Lakes
  - Major Lakes
  - River
  - Parcels
  - Image
  - Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3

**Notes**  
Parcel # 0156911106016

0.1 0 0.04 0.1 Miles  
NAD\_1983\_StatePlane\_Colorado\_Central\_FIPS\_0502\_Feet  
© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION

# Attachment 2





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 20, 2017
<b>SUBJECT:</b> Ambulance License Renewal
<b>FROM:</b> Dawn Riggs – Neighborhood & Emergency Services
<b>AGENCY/DEPARTMENT:</b> Community and Economic Development Department
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves one ambulance license renewal for The City of Westminster Fire Department.

### **BACKGROUND:**

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

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Community and Economic Development Department

### **ATTACHED DOCUMENTS:**

Resolution and License for The City of Westminster Fire Department

**FISCAL IMPACT:**

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

<b>Fund:</b> 0001
<b>Cost Center:</b> 1190.5125

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	5125		\$(6,000)
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>\$(6,000)</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<u></u>

**New FTEs requested:**             YES             NO

**Future Amendment Needed:**     YES             NO

**Additional Note:**

**RESOLUTION APPROVING AMBULANCE SERVICE LICENSE FOR THE CITY OF WESTMINSTER FIRE DEPARTMENT**

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

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

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

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

WHEREAS, The City of Westminster Fire Department, 9110 Yates Street, Westminster, CO 80031, has applied for an Ambulance Service License through Adams County; and,

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

WHEREAS, The City of Westminster Fire Department has complied with all regulations set forth in the March 2011 Adams County Ambulance Services Regulations.

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

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

# County of Adams, State of Colorado

No. ADCO 6/17

Licensing Fee: \$805.00

## Ambulance Service License

This is to Certify, that **The City of Westminster Fire Department, 9110 Yates Street, Westminster, CO 80031,** having applied for a license to provide **Advanced Life Support** ambulance services, and having paid to the Treasurer of Adams County the required fees therefore, the above named applicant is hereby licensed to provide ambulance services within and without the County of Adams, State of Colorado, for one year from the **30<sup>th</sup> of June 2017**, unless this license be sooner revoked or suspended as provided by law.

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

In Testimony Whereof, the Board of County Commissioners of the County of Adams has hereunto subscribed its name by its officers duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Board of County Commissioners of the County of Adams,  
State of Colorado**

**Attest:**

\_\_\_\_\_  
**Chair**

\_\_\_\_\_  
**Clerk**



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 20, 2017
<b>SUBJECT:</b> Second Amendment to the 2017 Adams County Budget
<b>FROM:</b> Nancy Duncan, Budget Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office and Budget Office
<b>HEARD AT STUDY SESSION ON:</b> May 2, 2017
<b>AUTHORIZATION TO MOVE FORWARD:</b> xx YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approve the Second Amendment to the 2017 Adams County Budget

### **BACKGROUND:**

The Annual Budget is a financial plan and is adopted prior to the start of the fiscal year. Budget Amendments are periodically required to properly incorporate items into the Annual Budget as they arise during the course of the fiscal year. See attached summary for more information regarding items included in this particular amendment.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Manager's Office and Budget Office

### **ATTACHED DOCUMENTS:**

Resolution Authorizing Second Supplemental Appropriations to the 2017 Adams County Government Budget

Exhibits A - Summary of items included in the Second Amendment to the 2017 Budget.

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<hr/> <hr/>

**New FTEs requested:**                       YES                       NO

**Future Amendment Needed:**                       YES                       NO

**Additional Note:**

Fiscal impact is summarized at the fund level and detailed at the department level in supporting documentation. Given the length, those documents are attached for full disclosure of fiscal impact.

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AUTHORIZING SECOND SUPPLEMENTAL APPROPRIATIONS TO THE  
2017 ADAMS COUNTY GOVERNMENT BUDGET

Resolution 2017-

WHEREAS, the 2017 Adams County Government Budget requires supplemental appropriations of funds to satisfy requests as listed on the attached Exhibit "A"; and,

WHEREAS, the Budget Office has determined the availability of unappropriated fund balances; and,

WHEREAS, there are additional revenues and other financing sources which were not assured at the time of the adoption of the 2017 Adams County Government Budget; and,

WHEREAS, the following departmental budgets listed by fund on the attached Exhibit "A" will be increased or decreased by the amounts so noted; and,

WHEREAS, the revenues to support the budget increases are listed by amount from respective sources.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Second Supplemental Appropriations to the 2017 Adams County Government budget is hereby authorized and the Budget Office is authorized to make the above stated budget adjustments to the 2017 Adams County Government Budget.

# Exhibit A - Amendments

**Second Amendment to the 2017 Budget**  
**Resolution No. TBD**  
**For Adoption on June 20, 2017**  
**Study Session: May 2, 2017**



**Purpose of Resolution:**

A resolution to amend the 2017 Budget. Summary information by Fund and Department is listed below. Additional detailed information is attached for consideration and review.

Fund	Department	Expenditure Amount	Revenue Amount	Use of Fund Balance	FTE
Open Space Sales Tax Fund	Open Space	\$2,415,000	\$0	\$2,415,000	
Open Space Projects Fund	Open Space	\$9,200,000	\$9,200,000	\$0	
<b>Total Appropriation</b>		<b>\$11,615,000</b>	<b>\$9,200,000</b>	<b>\$2,415,000</b>	<b>0.00</b>

Fund Summary	Expenditure Amount	Revenue Amount	Use of Fund Balance	FTE
<b>Open Space Sales Tax Fund</b>	<b>\$2,415,000</b>	<b>\$0</b>	<b>\$2,415,000</b>	<b>0.00</b>
<b>Open Space Projects Fund</b>	<b>\$9,200,000</b>	<b>\$9,200,000</b>	<b>\$0</b>	<b>0.00</b>
<b>Total Appropriation</b>	<b>\$11,615,000</b>	<b>\$9,200,000</b>	<b>\$2,415,000</b>	<b>0.00</b>



**PUBLIC HEARING AGENDA ITEM**

<b>DATE OF PUBLIC HEARING:</b> June 20, 2017
<b>SUBJECT:</b> 2017 Materials Testing and Inspection Services
<b>FROM:</b> : Raymond Gonzales, Interim County Manager; Patti Duncan, Interim Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Purchasing Manager
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves Amendment One to an agreement with Ground Engineering Consultant, Inc., for the 2017 Materials Testing and Inspection Services 2017 Capital Improvement Project

**BACKGROUND:**

A Request for Proposal was processed in 2016, to consider engineering consultants for materials testing, laboratory testing, geotechnical and general inspection services for twelve 2016 Capital Improvement Projects. Ground Engineering Consultants, Inc., was selected as the most qualified firm at the not to exceed amount of \$328,000.

Public Works is requesting the first renewal option of the agreement be approved. The consultant will sample, test, and inspect all specified materials used at the estimated costs for each project listed below. The following new and remaining projects will be tested in 2017.

<b>PROJECT</b>	<b>COST ESTIMATE</b>
2017 Paving Program	\$70,000
Hoffman Drainage Way	\$50,000
2017 Miscellaneous Concrete Program	\$10,000
2016 Seal Program (completion)	\$ 5,000
2017 Bridge Maintenance Program	\$20,000
2016 ADA – Accessibility Program (completion)	\$30,000
Dahlia St. Reconstruction, Phase 1	\$40,000
York St. Reconstruction Phase I	\$50,000
Kenwood Outfall – under construction	\$30,000
Lowell Blvd. Reconstruction	\$30,000

88 <sup>th</sup> Ave. & Welby Road	\$10,000
56 <sup>th</sup> Ave. Improvement – under construction	\$10,000
<b>Total</b>	<b>\$355,000</b>

Public Works recommends renewing the agreement for 2017, to finish the testing and inspection requirements of uncompleted projects, and to ensure the Quality Assurance Program on 2017 projects. Ground Engineering Consultants, Inc., has agreed to hold their rates for 2017 in the not to exceed amount of \$355,000. Public Works has the option to renew the agreement for one more additional year term. The difference between the 2016 and 2017 amounts is related to the projects planned to be completed.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Public Works

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

<b>Fund:</b> 13
<b>Cost Center:</b> see Additional Notes

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			\$355,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u><u>                    </u></u>

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

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

**Additional Note:**

- Paving Project - 3055.7820 – \$7,000,000
- Misc Concrete - 3055.7826 – \$450,000
- Seal Project - 3055.7823 – \$100,000
- Bridge Maintenance - 3032.7820 – \$1,000,000
- ADA Transportation Plan W30561709.9135 –\$1,000,000
- Kenwood Outfall - W30561513.9135 – \$2,991,156
- 56<sup>th</sup> Avenue - W30561511.9135 – \$853,523
- Hoffman Drainage Way - W37041602.9105 – \$2,033,000
- Dahlia St. Reconstruction Phase I – 30561604 – \$291,912
- York Street Reconstruction Phase I– 30561503 – \$3,562,629

The total budget for all of these line items is \$19,282,220

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO AN AGREEMENT BETWEEN  
ADAMS COUNTY AND GROUND ENGINEERING CONSULTANTS, INC., FOR  
MATERIALS TESTING AND INSPECTION SERVICES FOR THE 2017 CAPITAL  
IMPROVEMENT PROJECTS FOR PUBLIC WORKS

WHEREAS, Ground Engineering Consultants, Inc., submitted a proposal for the 2016 Material Testing and Inspection Services for Public Works; and,

WHEREAS, Ground Engineering Consultants, Inc., agreed to provide the services set forth in the proposal documents in an amount not to exceed \$328,000 for 2016; and,

WHEREAS, Ground Engineering Consultants, Inc., agrees to maintain its pricing for the 2017 Materials Testing and Inspection Services; and,

WHEREAS, Ground Engineering Consultants, Inc., agrees to provide the services set forth in the proposal documents in the amount not to exceed \$355,000 for 2017.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado that Amendment One to Agreement between Adams County and Ground Engineering Consultants, Inc., for the 2017 Material Testing and Inspection Services be approved.

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



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 30, 2017
<b>SUBJECT:</b> 2017 Video Inspection and Maintenance of Stormwater Infrastructure
<b>FROM:</b> Raymond H. Gonzales, Interim County Manager Patti Duncan, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Transportation Department
<b>HEARD AT STUDY SESSION ON</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves a contract with Hoffman Southwest Corp., dba Professional Pipe Services, for the 2017 Video Inspection and Maintenance of Stormwater Infrastructure Project

### **BACKGROUND:**

The purpose of this project is to inspect and clean drainage conveyances (pipes, inlets, manholes, outlet structures) in the Western/Central portion of unincorporated areas of Adams County within the Stormwater Utility Area including the unincorporated areas bounded by: US Highway 36 or CO Highway 224 on the south, 92th Avenue on the north, Sheridan Boulevard on the west, and the South Platte River on the east; also including those unincorporated areas bound by: 70th Avenue on the south, 96<sup>th</sup> Avenue on the north, the South Platte River on the west, and CO Highway 2 on the east. According to our inventory, this equates to inspecting approximately 35 miles of pipe and over 1,100 structures.

The Invitation for Bid was solicited through the Rocky Mountain E-Purchasing System and advertised in the Daily Journal. Bids were opened on April 26, 2017, for the Video Inspection and Maintenance of Stormwater Infrastructure Project. Two bids were submitted. After verifying the unit bid prices submitted, the Transportation Department confirmed that Hoffman Southwest Corp., dba Professional Pipe Services, is the lowest, responsive, and responsible bidder.

<b>Company Name</b>	<b>Total Bid Amount</b>
Industrial Pipe Solutions, Inc., Denver, CO	\$794,770.95
Hoffman Southwest Corp., Denver, CO	\$723,018.26
Engineer's Estimate	\$918,940.14

The recommendation from Public Works is to award the 2017 Video Inspection and Maintenance of Stormwater Infrastructure Project to Hoffman Southwest Corp., dba Professional Pipe Services, in the amount of \$723,018.26.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Public Works

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

<b>Fund: 1</b>
<b>Cost Center: 3090</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7820		\$1,309,092
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/> <hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

RESOLUTION ACCEPTING A BID AND AWARDING AN AGREEMENT TO HOFFMAN  
SOUTHWEST CORP., dba PROFESSIONAL PIPE SERVICES, FOR VIDEO INSPECTION  
AND MAINTENANCE OF STORMWATER INFRASTRUCTURE

WHEREAS, Hoffman Southwest Corp., dba Professional Pipe Services, submitted a bid on April 26, 2017, to inspect and clean drainage conveyances in unincorporated Adams County for the Transportation Department; and,

WHEREAS, after verifying the bids it was deemed that Hoffman Southwest Corp., dba Professional Pipe Services, was the lowest responsive and responsible bidder; and,

WHEREAS, Hoffman Southwest Corp., dba Professional Pipe Services, agrees to provide video inspection and maintenance of stormwater infrastructure in the not to exceed amount of \$723,018.26.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to Hoffman Southwest Corp., dba Professional Pipe Services, for video inspection and maintenance of stormwater infrastructure for the Adams County Transportation Department.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign the agreement with Hoffman Southwest Corp., dba Professional Pipe Services, after negotiation and approval as to form is completed by the County Attorney's Office.



**PUBLIC HEARING AGENDA ITEM**

<b>DATE OF PUBLIC HEARING:</b> June 20, 2017
<b>SUBJECT:</b> 2017 Miscellaneous Concrete Program
<b>FROM:</b> Raymond Gonzales, Interim County Manager; Patti Duncan, Interim Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Purchasing Manager
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves a bid award to Noraa Concrete Construction Corporation for the 2017 Miscellaneous Concrete Program

**BACKGROUND:**

The Miscellaneous Concrete Program is an annual maintenance program. The program goal is to improve the safety of the sidewalks by replacing or repairing the broken or damaged curbs, gutters, and ramps to improve the drainage and prevent damage to the paved streets.

The Invitation for Bid for the 2017 program was solicited through the Rocky Mountain e-Purchasing System and advertised in the Daily Journal. Bids were opened on May 11, 2017, and four bids were submitted. After verifying the unit prices submitted, the Transportation Department confirmed that Noraa Concrete Construction Corporation is the lowest, responsive, and responsible bidder.

COMPANY	TOTAL BID AMOUNT
Noraa Concrete – Keenesburg, CO	<b>\$303,029.90</b>
H & A Concrete – Commerce City, CO	\$349,358.70
Chato’s Concrete, LLC – Denver, CO	\$362,855.60
The Perfect Patch Asphalt Company – Commerce City, CO	\$384,620.29
Engineer’s Estimate	\$340,573.85

Public Works recommends awarding the 2017 Miscellaneous Concrete Program to Noraa Concrete Construction Corporation in the amount of \$303,029.90.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Public Works

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

<b>Fund: 13</b>
<b>Cost Center: 3055</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7826		\$450,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u><u>\$450,000</u></u>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

RESOLUTION ACCEPTING A BID FROM AND AWARDING A CONTRACT TO NORAA  
CONCRETE CONSTRUCTION CORPORATION FOR THE 2017 MISCELLANEOUS  
CONCRETE PROGRAM FOR PUBLIC WORKS

WHEREAS, Noraa Concrete Construction Corporation submitted a bid for the 2017 Miscellaneous Concrete Program for Public Works; and,

WHEREAS, Noraa Concrete Construction Corporation is the lowest responsive and responsible bidder; and,

WHEREAS, Noraa Concrete Construction Corporation agrees to provide the services set forth in the bid materials in an amount not to exceed \$303,029.90.

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

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign an agreement with Noraa Concrete Construction Corporation for said work, after negotiation and approval as to form is completed by the County Attorney's Office.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 20, 2017
<b>SUBJECT:</b> Acrylic Based Soil Stabilizing Polymer
<b>FROM:</b> Raymond H. Gonzales, Interim County Manager Patti Duncan, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves an agreement with EP&A Envirotac, Inc., to provide acrylic based soil stabilizer materials.

### **BACKGROUND:**

Public Works has implemented an accelerated gravel road rehabilitation program. This program includes the application of acrylic based polymers for specific types of surface gravel materials. The determination for use of acrylic polymers is based on traffic volumes, maintenance frequencies, the ability to control scheduling, and rates of application.

In 2016 Public Works conducted a pilot program using Envirotac products on a one mile section of road. The results significantly improved the roadway structure, eliminated rutting, reduced dusting while providing a maintenance free surface for over nine (9) months, and after nine (9) months the road only required a minor grader pass. The road is anticipated to perform well for several more months, requiring a light top coat to extend performance through the coming winter.

In addition, Public Works will be working with Colorado State University (CSU), Civil and Environmental Engineering Department as a collaborative program for field study of polymer soil stabilization.

The Invitation for Bid was solicited through the Rocky Mountain Bid System and bids were opened on April 25, 2017. Two bids were submitted; EP&A Envirotac, Inc., La Quinta, California and ACP Roadbuilding Technologies, Austin, Texas. After reviewing the bids, Public Works confirmed that EP&A Envirotac, Inc., was the most responsive and responsible bidder, and the price per square yard was in the best interest of the County.

Bidders:

**Proposed Treatment Area 25 miles = 352,000 SY (IFB)**

<b>EP&amp;A Envirotac, Inc</b>	\$ 548,642.50	\$ 1.56	per SY	70,125 gallons 55% or > solids
<b>ACP Road Building Technologies, LLC</b>	\$ 3,067,680.00	\$ 8.72	per SY	176,000 gallons 48-49% solids

Staff recommends awarding an initial one (1) year agreement with two (2) additional one-year renewal options to EP&A Envirotac, Inc., in the amount of \$548,642.50.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Public Works

**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:** 13

**Cost Center:** 3031

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			\$0.00
Additional Revenue not included in Current Budget:			\$0.00
<b>Total Revenues:</b>			<u>\$0.00</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7470		\$2,940,000.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$2,940,000.00</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 AGREEMENT BETWEEN ADAMS COUNTY AND  
EP&A ENVIROTAC, INC., TO PROVIDE ACRYLIC BASED SOIL STABILIZING  
POLYMER FOR PUBLIC WORKS

WHEREAS, EP&A Envirotac, Inc., submitted a bid on April 25, 2017 to provide acrylic based soil stabilizing polymer; and,

WHEREAS, EP&A Envirotac, Inc., is the most responsive and responsible bidder, and staff has determined their fees to be fair and reasonable; and,

WHEREAS, EP&A Envirotac, Inc., has agreed to provide acrylic based soil stabilizing polymer in the amount of \$548,642.50.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Agreement between Adams County and EP&A Envirotac, Inc., be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Agreement with EP&A Envirotac, Inc., after approval as to form is completed by the County Attorney's Office.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 20, 2017
<b>SUBJECT:</b> Runbeck Ballot On Demand Lease Agreement
<b>FROM:</b> Raymond H. Gonzales, Interim County Manager Patti Duncan, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Clerk and Recorder - Elections Department
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves a lease agreement with Runbeck Election Services, Inc., for the use of Ballot on Demand printing software and equipment.

### **BACKGROUND:**

The Adams County Clerk and Recorder - Elections Department currently utilizes equipment and software from Runbeck Election Services, Inc., that enables the on demand printing of ballots at County polling locations during election cycles. Utilization of this equipment and software allows the Elections Department to reduce the consumption of paper and card stock by not having excess ballots on hand. Runbeck Election Services currently provides the only software and equipment approved by the Office of the Colorado Secretary of State.

The Elections Department has been satisfied with the performance of the software and equipment which has been utilized for the past three election cycles. It is recommended that the Board of County Commissioner's approve a three year lease agreement with Runbeck Election Services, Inc., for the usage of the on demand ballot printing software and equipment in the amounts of \$21,800.00 for 2017, \$38,000.00 for 2018 and \$56,000.00 for 2019 for a total amount not to exceed \$115,800.00 over the three year lease. The price increases over the span of the agreement are reflective of discounts given to the County by Runbeck due to our long term partnership for the first two years, and the final year at the standard full pricing for Colorado customers.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Clerk and Recorder - Elections Department

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

<b>Fund: 1</b>
<b>Cost Center: 1022</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7562		\$210,304.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$210,304.00</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 A LEASE AGREEMENT WITH RUNBECK ELECTION  
SERVICES, INC., FOR BALLOT ON DEMAND PRINTING SOFTWARE AND  
EQUIPMENT

WHEREAS, Runbeck Election Services, Inc., (Contractor) is currently the only State of Colorado authorized provider of on demand ballot printing software and equipment; and,

WHEREAS, equipment and software from the Contractor is currently utilized by the Adams County Elections Department; and,

WHEREAS, Contractor agrees to provide the on demand ballot printing software and equipment in the not to exceed amount of \$115,800.00 through October 19, 2019.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the lease agreement with Runbeck Election Services, Inc., be approved to provide on demand ballot printing software and equipment to the Adams County Elections Department.

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



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 20, 2017
<b>SUBJECT:</b> Upgrade to the Statewide Victim Notification and Restitution Services Case Management System
<b>FROM:</b> Raymond H. Gonzales, Interim County Manager Patti Duncan, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
<b>AGENCY/DEPARTMENT:</b> District Attorney's Office
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves an agreement with Iron Code Technologies Incorporated for the upgrade to the Statewide Victim Notification and Restitution Services Case Management System.

### **BACKGROUND:**

In 2016, the District Attorney's Office was awarded a \$250,000 grant by the Colorado Division of Criminal Justice (DCJ) to upgrade the statewide victim notification and restitution services necessary for the Colorado District Attorneys' Council (CDAC) electronic case management system. Due to unforeseen circumstances, the project was delayed. The District Attorney's Office has worked through the delay and is prepared to continue the project.

In collaboration with the Colorado District Attorneys' Council, the District Attorney's Office took on this project with the understanding that there would be no fiscal impact to Adams County. The project began in March with a subcontractor selected by CDAC. However, it was discovered that the federal procurement rules prohibit CDAC from directly subcontracting the work because CDAC is not the grantee agency. This restriction significantly disrupted the ability to continue with the improvement project, as CDAC is unable to hire a contract employee to perform the work. Consequently, the District Attorney's Office had to explore alternative options that will not only allow this important project to move forward, but will also comply with the federal guidelines.

DCJ provided an alternative that is in compliance with the federal procurement rules which is to enter into a sole source contract with Iron Code Technologies Incorporated. This entity is the subcontractor for CDAC's information technology department, is the only company with working knowledge of the CDAC's electronic case management system, and has already worked on the project.

This project is vital to the statewide case management system and will significantly improve victims' participation in criminal justice proceedings. All victims' rights crimes will benefit from the enhancements outlined in this project. Furthermore, this platform will provide statistical data for regression analysis that can be used to help develop evidence based program services and future grant funding requests.

The recommendation is that the Board of County Commissioners approves a sole source agreement with Iron Code Technologies Incorporated for the upgrade to the Statewide Victim Notification and Restitution Services Case Management System in an amount not to exceed \$250,000.00 funded by the DCJ's grant.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

District Attorney's Office

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

<b>Fund: 1</b>
<b>Cost Center: 1051</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5350		250,000.00
<b>Total Revenues:</b>			<u>250,000.00</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	8810		250,000.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>250,000.00</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 AN AGREEMENT BETWEEN ADAMS COUNTY AND  
IRON CODE TECHNOLOGIES INCORPORATED TO UPGRADE THE COLORADO  
DISTRICT ATTORNEYS' COUNCIL'S STATEWIDE VICTIM NOTIFICATION AND  
RESTITUTION SERVICES ELECTRONIC CASE MANAGEMENT SYSTEM

WHEREAS, the District Attorney's Office was awarded a grant in the amount of \$250,000.00 by the Division of Criminal Justice to upgrade the statewide victim notification and restitution services for the Colorado District Attorneys' Council (CDAC) electronic case management system; and,

WHEREAS, Iron Code Technologies Incorporated, the subcontractor for CDAC's information technology department, is the only company with working knowledge of the CDAC's electronic case management system; and,

WHEREAS, the award of a Sole Source Agreement is in compliance with the federal procurement rules; and,

WHEREAS, Iron Code Technologies Incorporated agrees to provide the services outlined in the Grant in an amount not to exceed \$250,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Agreement between Adams County and Iron Code Technologies Incorporated to upgrade the Colorado District Attorneys' Council's statewide victim notification and restitution services electronic case management system be approved.

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



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 20, 2017
<b>SUBJECT:</b> Roof Seal Coating and Gutter and Downspout Repair
<b>FROM:</b> Raymond H. Gonzales, Interim County Manager Patti Duncan, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Facility Operations
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves a bid award to Black Roofing Incorporated for roof seal coating and repair of the gutters and downspouts at the Adams County Detention Center.

### **BACKGROUND:**

The current roof membrane on modules A-E of the Adams County Detention Center is 16 years old and in order to protect and prolong the life of the roof it will need to be seal coated. In addition to the coat sealing of the roof many of the gutters and downspouts are in need of repair to properly drain water away from the building.

A formal Invitation for Bid (IFB) was posted on the Rocky Mountain E-Purchasing System (RMEPS) for recoating and repairs to the roof and gutters and downspouts at the Adams County Detention Center. The bids were opened on May 17, 2017, the County received three bids:

- Douglass Colony Group, Commerce City, CO: \$631,725.00
- United Materials LLC, Denver, CO: \$599,312.00
- Black Roofing Incorporated, Boulder, CO: \$468,855.00

Reviews of the three bids were conducted, and after clarifications insuring compliance with the scope of work, Black Roofing Incorporated's bid was confirmed as the lowest responsive and responsible bidder.

The recommendation is the award be made to Black Roofing Incorporated, in the amount of \$468,855.00 plus an additional twenty percent contingency to cover unforeseen conditions in the amount of \$93,771.00 for a total contract amount of \$562,626.00.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Facility Operations

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

<b>Fund: 1</b>
<b>Cost Center: 2009</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	7845	20091716 20091712	\$615,000.00
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/>

New FTEs requested:  YES  NO

Future Amendment Needed:  YES  NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AWARDING AN AGREEMENT TO BLACK ROOFING INCORPORATED  
FOR RECOATING AND REPAIR OF THE GUTTERS AND DOWNSPOUTS AT THE  
ADAMS COUNTY DETENTION CENTER

WHEREAS, Black Roofing Incorporated submitted a bid on May 17, 2017, to provide roof recoating and repair of the gutters and downspouts at the Adams County Detention Center; and,

WHEREAS, it was deemed that Black Roofing Incorporated was the lowest most responsive and responsible bidder; and,

WHEREAS, Black Roofing Incorporated agrees to provide roof recoating and repair of the gutters and downspouts in the amount of \$468,855.00 plus an additional twenty percent contingency in the amount of \$93,771.00 for a total contract amount of \$562,626.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to Black Roofing Incorporated to provide roof recoating and repair of the gutters and downspouts at the Adams County Detention Center.

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



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 20, 2017
<b>SUBJECT:</b> Revisions to Ordinance No. 9
<b>FROM:</b> Jennifer Stanley
<b>AGENCY/DEPARTMENT:</b> County Attorney
<b>HEARD AT STUDY SESSION ON:</b> May 16, 2017
<b>AUTHORIZATION TO MOVE FORWARD:</b> X YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the BoCC hears the second reading and adopts the revisions to Ordinance No. 9

### **BACKGROUND:**

The Adams County Sheriff's Office has requested that Ordinance No. 9, the Adams County Traffic Code, be amended to modify the fine and surcharge structure.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Sheriff's Office  
Adams County Attorney's Office

### **ATTACHED DOCUMENTS:**

Proposed Ordinance No. 9

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<hr/> <hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

**ORDINANCE NO. 9  
ADAMS COUNTY TRAFFIC CODE**

WHEREAS, Sections 30-15-401(1)(h) and 42-4-110, C.R.S., authorize a board of county commissioners to adopt ordinances which control and regulate the movement and parking of motor vehicles on public property; and,

WHEREAS, Section 42-4-110(1)(b), C.R.S., authorizes local authorities to adopt by reference all or part of a model traffic code, which embodies the rules of the road and the vehicle requirements set forth in Section 42-4-110, C.R.S., and Section 42-4-111, C.R.S., except in the case of state highways, in which case any regulations shall also be approved by the Colorado Department of Transportation; and,

WHEREAS, the Board of County Commissioners of Adams County wishes to repeal the Ordinance No. 9 Adams County Traffic Code that was adopted on November 2, 2011 in order to amend Section V- Penalty Procedure and Penalty; and,

WHEREAS, simultaneous with this repeal, the Board of County Commissioners of Adams County wishes to re-enact Ordinance No. 9 and adopt by reference the 2010 edition of the Model Traffic Code for Colorado with said amendments as its new Ordinance No. 9, to be known as the Adams County Traffic Code; and,

WHEREAS, the Board of County Commissioners finds that local traffic regulation and enforcement are of paramount importance in furthering the health, safety and welfare of the citizens of Adams County, Colorado.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Adams County, Colorado as follows:

**SECTION I – REPEAL AND RE-ENACTMENT**

The Board of County Commissioners hereby repeals the November 2, 2011 version of Ordinance No. 9 Adams County Traffic Code, and re-enacts Ordinance No. 9 as indicated below.

**SECTION II – ADOPTION**

Pursuant to Sections 42-4-110(1) and 30-15-401(1)(h), C.R.S., there is hereby adopted by reference Articles I and II, inclusive, of the 2010 edition of the Model Traffic Code promulgated and published as such by the Colorado Department of Transportation, Safety and Traffic Engineering Branch, 4201 East Arkansas Avenue, EP 700, Denver, Colorado 80222. The subject matter of the Model Traffic Code relates primarily to comprehensive traffic control regulations for Adams County. The purpose of this Ordinance is to provide a system of traffic regulations consistent with state law and generally conforming to similar regulations throughout the state and the nation. Three (3) copies of the Model Traffic Code adopted herein are now filed in the office of the County Clerk and Recorder of Adams County, and may be inspected during regular business hours. This traffic code of this Ordinance referencing the 2010 edition of the Model Traffic Code shall be known as the Adams County Traffic Code.

### **SECTION III – DELETIONS**

The 2010 edition of the Model Traffic Code is adopted as if set out at length save and except the following articles and/or sections which are declared to be inapplicable to the County of Adams and are therefore expressly excluded and/or deleted from the Adams County Traffic Code:

Section 107  
Section 203  
Section 228(7)  
Section 233  
Section 238  
Section 507  
Section 508  
Section 509  
Section 510  
Section 511  
Section 611  
Section 613  
Section 705 (2), (2.5), and (2.6)  
Section 1008.5  
Section 1101(12)(b)  
Section 1105  
Section 1210  
Section 1401  
Section 1402  
Section 1406(1)(b)  
Section 1407(3)(c)  
Section 1409  
Section 1412  
Section 1413  
Section 1706  
Section 1901  
Section 1902  
Section 1903  
Section 1904

### **SECTION IV – ADDITIONS AND MODIFICATIONS**

The adopted Model Traffic Code is subject to the following additions or modifications:

Throughout the Model Traffic Code, all references made to “police officers” shall be replaced with “deputy sheriff.”

Throughout the Model Traffic Code, the terms “offenses” and “infractions” shall be interchangeable.

Throughout the Model Traffic Code, the terms “complaint,” “citation,” and “penalty assessment notice” shall be interchangeable.

Throughout the Model Traffic Code, references to bail and bail forfeiture are not applicable.

## **SECTION V – PENALTY PROCEDURE AND PENALTY**

(A) Any person who violates any provision of this Ordinance commits a traffic infraction, and may be punished by a fine not exceeding one thousand dollars (\$1,000) for each separate violation. The penalty and fine schedule set forth in Sections 42-4-1701 and 42-4-1703, and sections 42-4-1708 through 42-4-1718, C.R.S., as amended, shall apply.

(B) In addition to the penalties prescribed in this section, persons convicted of a violation of this Ordinance are subject to surcharges, which shall be in accordance with the surcharge amounts set forth in Section 42-4-1701, C.R.S., as amended. Unless otherwise provided for, all fines, penalties, and surcharges shall be paid into the treasury of Adams County. Court costs, if any, shall be paid directly to the Clerk of the Court by each defendant.

(C) In addition to the fines, penalties and surcharges prescribed in this Ordinance, persons convicted of a violation of this Ordinance shall be subject to the statutory surcharge prescribed in Section 30-15-402(2), C.R.S., as amended, which shall be transmitted to the court administrator of the 17<sup>th</sup> Judicial District for credit to the Victims and Witness Assistance and Law Enforcement fund established pursuant to Section 24-4.2-103, C.R.S., as amended.

(D) In addition to the fines, penalties and surcharges prescribed in this Ordinance, persons convicted of operating a vehicle in excess of the speed limit shall be subject to the statutory surcharge prescribed in Section 30-15-402(3), C.R.S., as amended, which shall be transmitted to the state treasurer for credit to the Colorado traumatic brain injury trust fund created pursuant to Section 26-1-309, C.R.S., as amended.

(E) When Adams County issues a citation pursuant to Sections 42-4-507 or 42-4-508, C.R.S., as amended, and a person is convicted of the violation, the penalties and surcharges prescribed in Section 42-4-1701(4)(a)(II)(A), C.R.S., as amended, shall apply, and Adams County shall retain the portion of the penalty prescribed in Section 42-4-1701(4)(a)(II)(B), C.R.S., as amended, which shall be paid into the treasury of Adams County. The remainder of the penalty shall be transmitted to the state treasurer to be credited to the commercial vehicle enterprise tax fund created in Section 42-1-225, C.R.S., as amended.

(F) Any person who commits a moving traffic violation in a designated school zone or highway construction zone is subject to double the penalties and surcharges imposed by paragraph (A) of this Section V, and Section 42-4-1701, C.R.S., as amended.

(G) Points assessed against a driving privilege shall be in conformance to the provisions of Section 42-2-127, C.R.S., as amended, to include reduction in points as specified in the statute.

## **SECTION VI – APPLICATION**

This Ordinance shall apply to every street, alley, sidewalk area, driveway, park and to every other public way or public place or public parking area within the unincorporated areas of Adams County, Colorado. The provisions of sections 1401, 1402, 1413, and part 16 of the adopted Model Traffic Code, respectively concerning reckless driving, careless driving, eluding a police officer, and accidents and accident reports shall apply not only to the public places and ways but also throughout Adams County.

## **SECTION VII - VALIDITY**

If any part or parts of this Ordinance are for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of County Commissioners hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part or parts be declared invalid.

## **SECTION VIII – REPEAL**

Existing or parts of prior ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this Ordinance.

## **SECTION IX – INTERPRETATION**

This Ordinance shall be so interpreted and construed as to effectuate its general purpose to conform to the State's uniform system for the regulation of vehicles and traffic. Section headings and cross references of this Ordinance and adopted Model Traffic Code shall not be deemed to govern, limit, modify or, in any manner, affect the scope, meaning or extent of the provisions of any article or section thereof.

## **SECTION X – ENFORCEMENT**

The provisions of this Ordinance shall be enforced by the Adams County Sheriff.

## **SECTION XI – CERTIFICATION**

The Adams County Clerk and Recorder shall certify to the passage of this Ordinance and make not less than three copies of the adopted Model Traffic Code available for inspection by the public during regular business hours.

## **SECTION XII – EFFECTIVE DATE**

This Ordinance shall take effect thirty (30) days after the final publication of its adoption by the Board of County Commissioners.



**COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT**

**CASE NO.: PRC2016-00014**

**CASE NAME: BARTLEY SUBDIVISION – AMENDMENT NO. 3**

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**COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT  
STAFF REPORT**

**Board of County Commissioners**

**June 20, 2017**

<b>CASE No.: PRC2016-00014      CASE NAME: Bartley Subdivision – Amendment No. 3</b>	
Owner's Name:	O & G Land Holding, LLC (Gene Osborne)
Applicant's Name:	ADCO Consulting (Bob Fleming)
Applicant's Address:	2090 East 104 <sup>th</sup> Ave, # 202, Thornton, CO 80233
Location of Request:	2541 West 52 <sup>nd</sup> 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):	<b>PC: April 13, 2017 / 6:00 p.m.</b>
	<b>BOCC: June 20, 2017/ 9:30 a.m.</b>
Report Date:	June 6, 2017
Case Manager:	Christopher C. La Rue <i>ccr</i>
Staff Recommendation:	Continuance to July 18, 2018 with 1 Finding-of-Fact
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.

According to the plat document submitted, there are oil and gas flow lines on the property. Section 4-10-02-03-05(d) of the County's Development Standards and Regulations requires such oil and gas well flow lines to be depicted on the final plat and be shown as easements on plat. Alternatively, the flow lines could be removed from the site with proper documentation showing removal of those lines. The final plat document submitted does not graphically depict all oil and gas well flow lines shown in easements on the final plat as required. Without identification and location of the flow lines in an easement on the plat, the proposed final plat will be inconsistent with the Development Standards and Regulations.

#### **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.

#### **Site Characteristics:**

Overall, the subject property is 3.709 acres and currently contains 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 issuance of a building permit for a dwelling unit until the developer submits a recorded well abandonment report from the Colorado Oil and Gas Commission, as well as provides a surveyed drawing demonstrating all oil and gas infrastructure is removed from the property. In addition, staff is requesting the applicant to show all remaining oil and gas infrastructure in an easement the final plat.

**Surrounding Zoning Designations and Existing Use Activity:**

<b>Northwest PUD Future Single-Family</b>	<b>North PUD Future Single-Family</b>	<b>Northeast PUD Future Single-Family</b>
<b>West PUD Future Single-Family</b>	<b>Subject Property PUD Future Single-Family</b>	<b>East PUD Future Single-Family</b>
<b>Southwest PUD Future Single-Family</b>	<b>South PUD Future Single-Family</b>	<b>Southeast PUD Future Single-Family</b>

**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.

**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.

**Board of County Commissioners Update**

The Board of County Commissioners considered this case on May 2, 2017, and unanimously continued the request. The continuance was recommended by staff, with the applicant's concurrence. The purpose for requesting the continuance was to allow the applicant to revise notes on the plat to address requirements of graphically showing all oil and gas well flow lines on the property in an easement on the final plat. Or alternatively providing documentation demonstrating the flow lines have been removed from the property. Section 4-10-02-03-05(d) of the County's Development Standards and Regulations requires all oil and gas well flow lines to be graphically depicted and shown in an easement.

Note # 11 on the final plat references undocumented gas and oil pipeline easements within the subject lots. However, the final plat document does not depict all the oil and gas well flow lines in an easement on the plat. At the direction of staff, the applicant submitted a revised final plat after the BoCC meeting; however, the plat drawings still did not show the locations of the oil and gas flow lines in an easement or removal of the flow lines on the property, as required. On June 6, 2017, staff again requested revisions to the plat documents to conform to this regulation; however, as of writing this report, staff has not received a revised plat depicting location of the flow lines in an easement or sufficient documentation showing removal of those flow lines on the properties.

Staff spoke to the applicant on June 13, 2017, and was informed the flow lines have recently been removed. Staff requested copies of official documentation from the applicant confirming the removal of all underground infrastructure and a copy of the plugging and abandonment report for the well. Once submitted, staff will review the documents, and the County’s oil and gas inspector will conduct an inspection on the property to confirm removal of the flow lines and associated infrastructure. This review of documentation and inspection will require time, hence the request to continue the case to the BoCC’s meeting on July 18, 2017. The continuance will also provide ample time for the applicant to submit the information to staff as well as allow staff adequate time to review all related documents and conduct an inspection.

**Staff Recommendation:**

Staff is recommending continuance of the request to July 18, 2017, to allow the applicant time to submit a final plat document graphically showing locations of all oil and gas well flow lines in an easement, or documentation of removal of all flow lines on the final plat.

**Findings of fact:**

1. Without graphically showing all gas well flow lines in an easement on the plat or providing documentation showing removal of all flow lines on the property, the final plat as currently submitted is inconsistent with the County’s Development Standards and Regulations.

**PUBLIC COMMENTS**

<b>Property Owners Notified</b>	<b>Number of Responses</b>
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 for the request, the other expressed concerns with loss of open space and placement of the oil and water flow lines in an easement, instead of on an outlot on the property.

**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: June 20, 2017

### **ALTERNATIVE RECOMMENDED FINDINGS OF FACT**

If the Board of County Commissioners does not concur with the Staff recommendation of continuance, 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.



Planning and Development Department

12200 Pecos Street, Westminster, CO 80234  
PHONE 303.453.8800 FAX 303.453.8829

## MEMORANDUM

To: Board of County Commissioners

From: Christopher C. LaRue, Senior Planner

Subject: PRC2016-00004, Bartley Subdivision Amendment # 3

Date: June 20, 2017

### **ALTERNATIVE RECOMMENDED FINDINGS OF FACT**

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

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 Adams County demonstrating all oil and gas facilities have been removed.



**COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT  
STAFF REPORT**

**Planning Commission**

**April 13, 2017**

CASE No.: <b>PRC2016-00014</b> CASE NAME: <b>Bartley Subdivision – Amendment No. 3</b>	
Owner's Name:	O & G Land Holding, LLC (Gene Osborne)
Applicant's Name:	ADCO Consulting (Bob Fleming)
Applicant's Address:	2090 East 104 <sup>th</sup> Ave, # 202, Thornton, CO 80233
Location of Request:	2541 West 52 <sup>nd</sup> 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):	<b>PC: April 13, 2017 / 6:00 p.m.</b>
	<b>BOCC: May 2, 2017/ 9:30 a.m.</b>
Report Date:	March 22, 2017
Case Manager:	Christopher C. La Rue 
Staff Recommendation:	<b>APPROVAL with 14 Findings-of-Fact</b>

**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:**

<b>Northwest PUD Future Single-Family</b>	<b>North PUD Future Single-Family</b>	<b>Northeast PUD Future Single-Family</b>
<b>West PUD Future Single-Family</b>	<b>Subject Property PUD Future Single-Family</b>	<b>East PUD Future Single-Family</b>
<b>Southwest PUD Future Single-Family</b>	<b>South PUD Future Single-Family</b>	<b>Southeast PUD Future Single-Family</b>

**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**

<b>Property Owners Notified</b>	<b>Number of Responses</b>
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

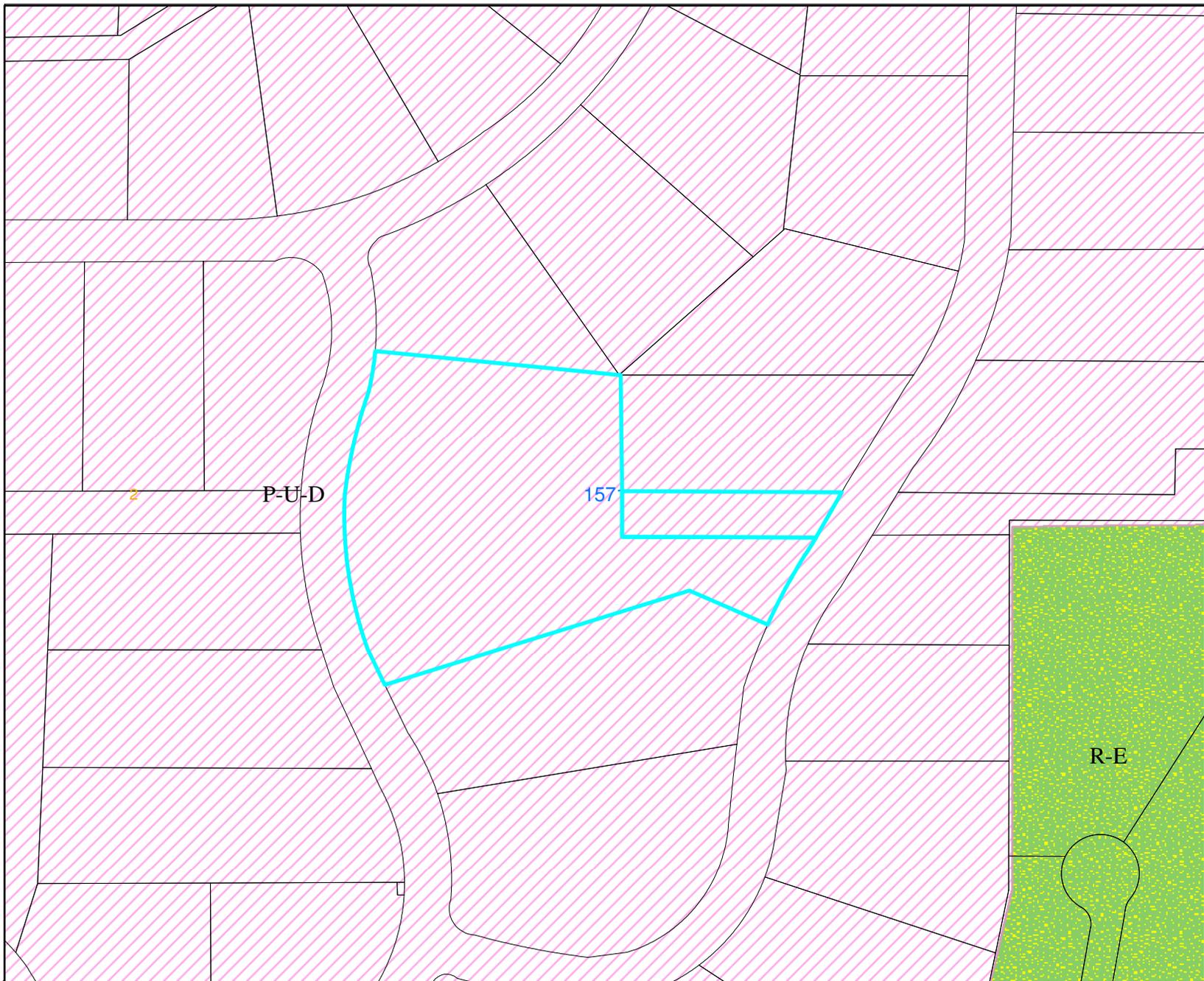
RTD

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**



For display purposes only.



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



### LEGEND

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

**Bartley Subdivision, Amendment #3**

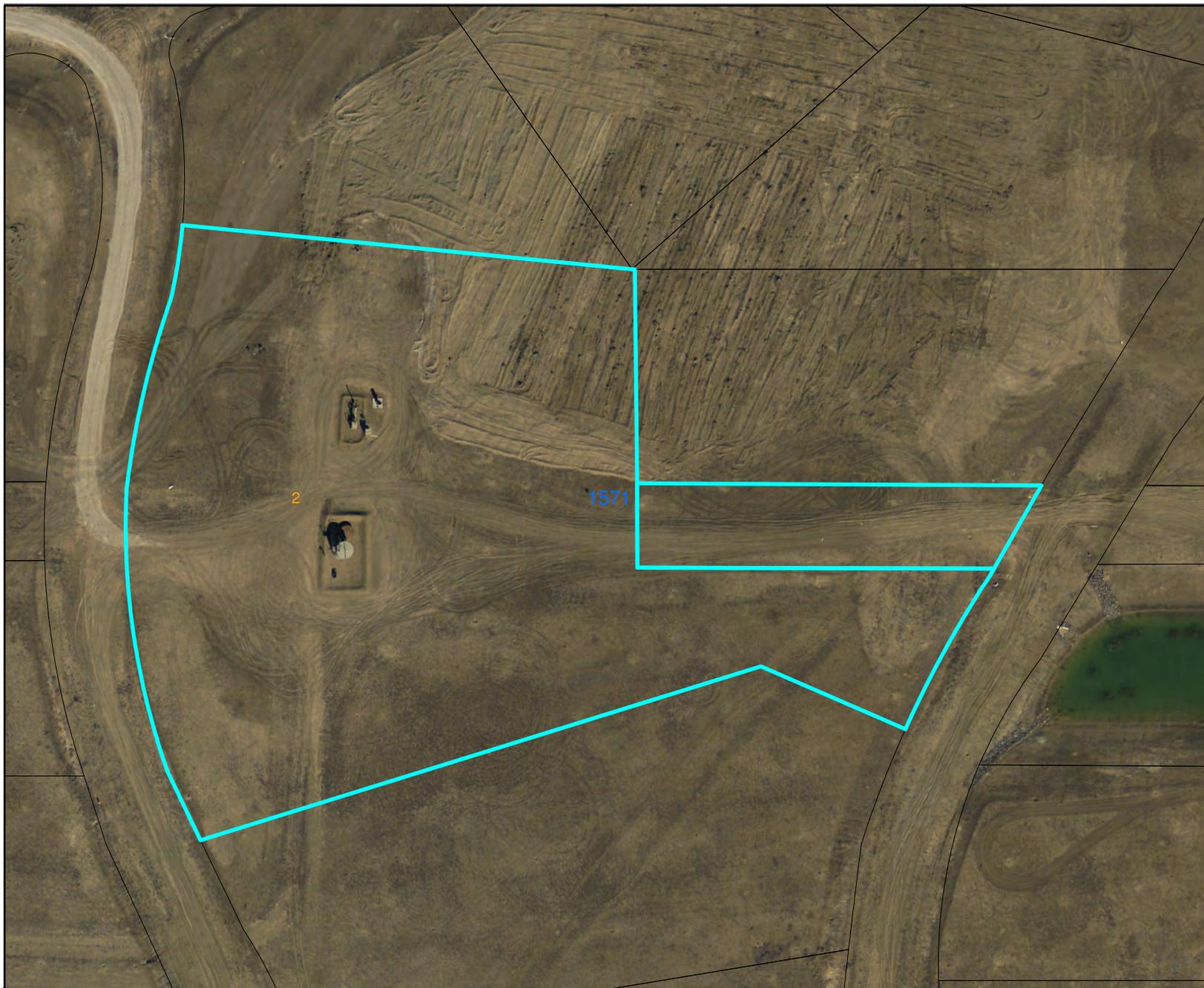
**PRC2016-00014**



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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
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-  P-U-D(P)
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**Bartley Subdivision, Amendment #3**

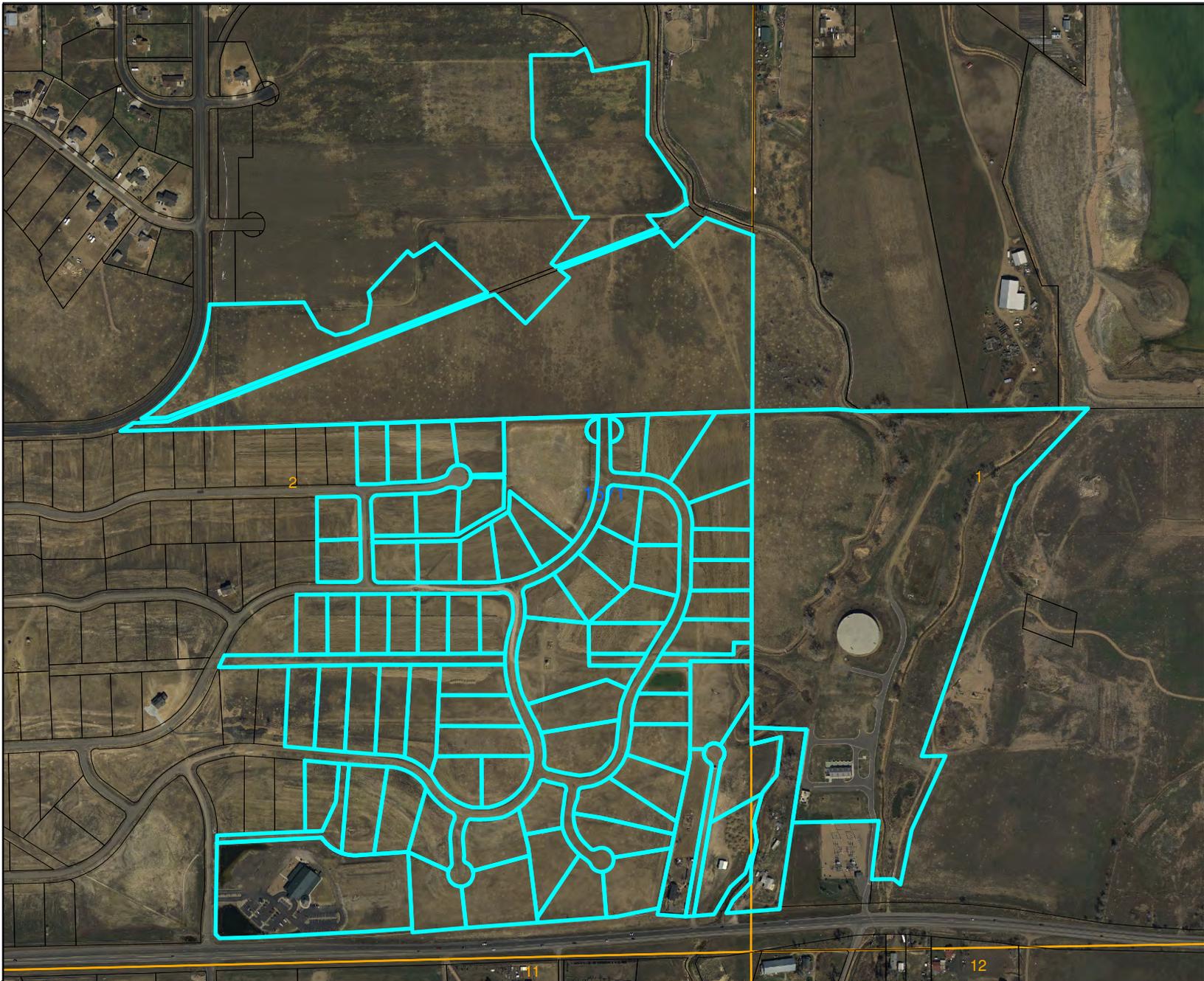
**PRC2016-00014**



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**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)
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**Bartley Subdivision, Amendment #3**

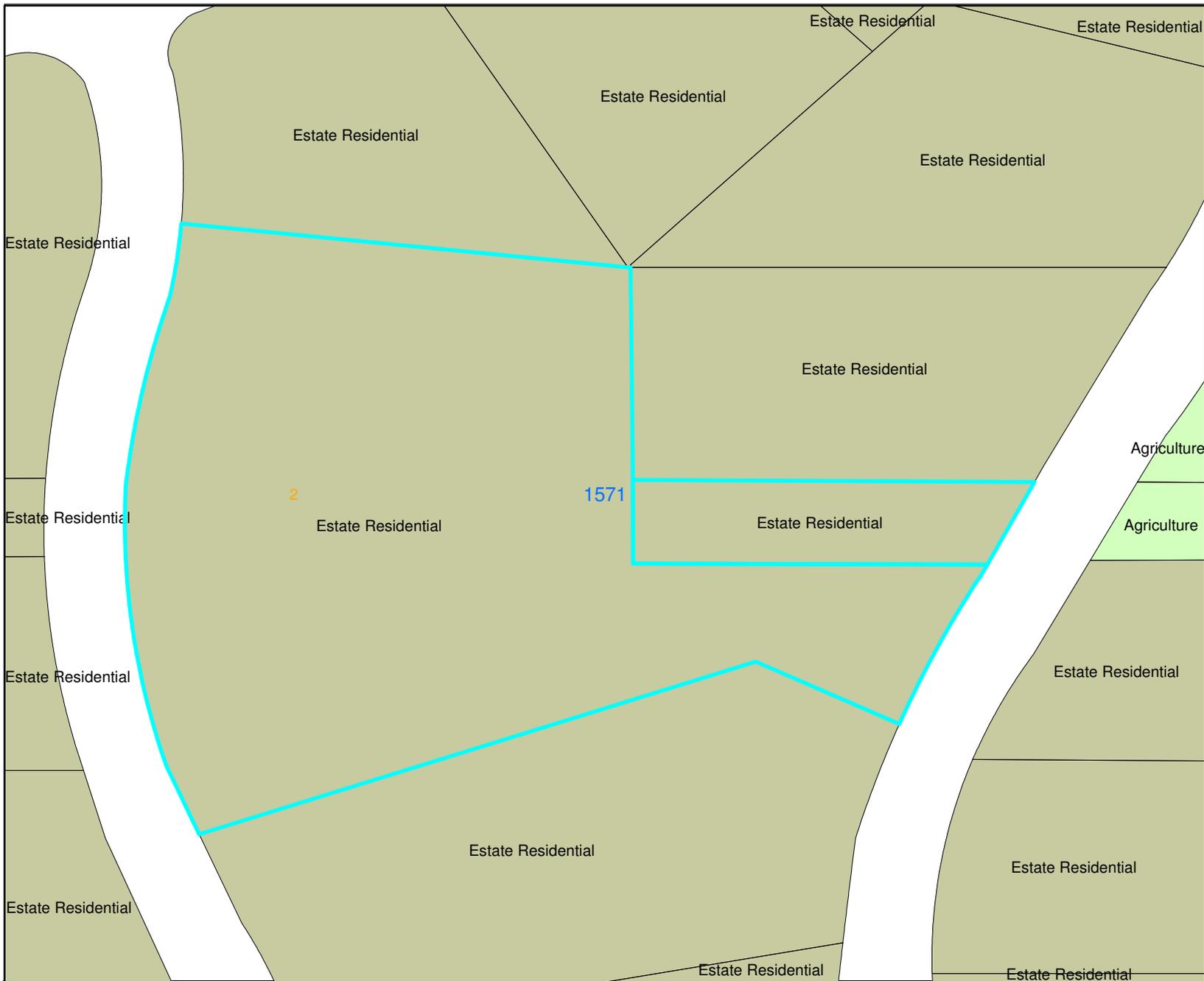
**PRC2016-00014**



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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
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-  PL
-  AV
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-  P-U-D
-  P-U-D(P)
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**Bartley Subdivision, Amendment #3**

**PRC2016-00014**



For display purposes only.



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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 3<sup>rd</sup> 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.

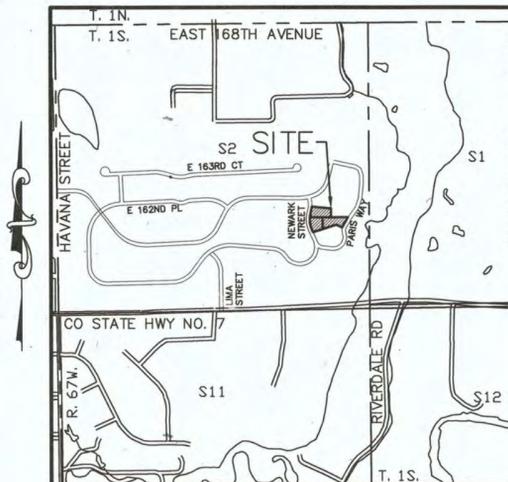
THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY R.W. BAYER & ASSOCIATES, INC. OF THE PROPERTY SHOWN AND DESCRIBED HEREIN TO DETERMINE OWNERSHIP OF THE TRACT OF LAND, COMPATIBILITY OF THIS DESCRIPTION WITH THOSE OF ADJACENT TRACTS OF LAND OR RIGHTS-OF-WAY, EASEMENTS OR ENCUMBRANCES OF RECORD AFFECTING 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  
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.

Isabella Mousachis  
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:

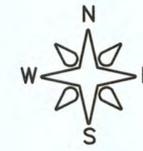
R.W. BAYER & ASSOCIATES, INC.  
2090 EAST 104TH AVENUE, SUITE 200  
THORNTON, COLORADO 80233-4316  
(303) 452-4433 RWBSURVEYING@HOTMAIL.COM  
FILE: B15242/B16242P.DWG  
Date Prepared: JUNE 8, 2016  
REVISIONS: ADDED ADDRESSES 8/10/16 J.E.B.  
REVISED PLAT NOTES #3 & #19 9/20/16 J.E.B.  
REMOVED ALL OIL/GAS 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# PL2005-00048 ARE REPEATED BELOW WITH ANY MODIFICATION/CHANGE NOTED BELOW EACH NOTE.

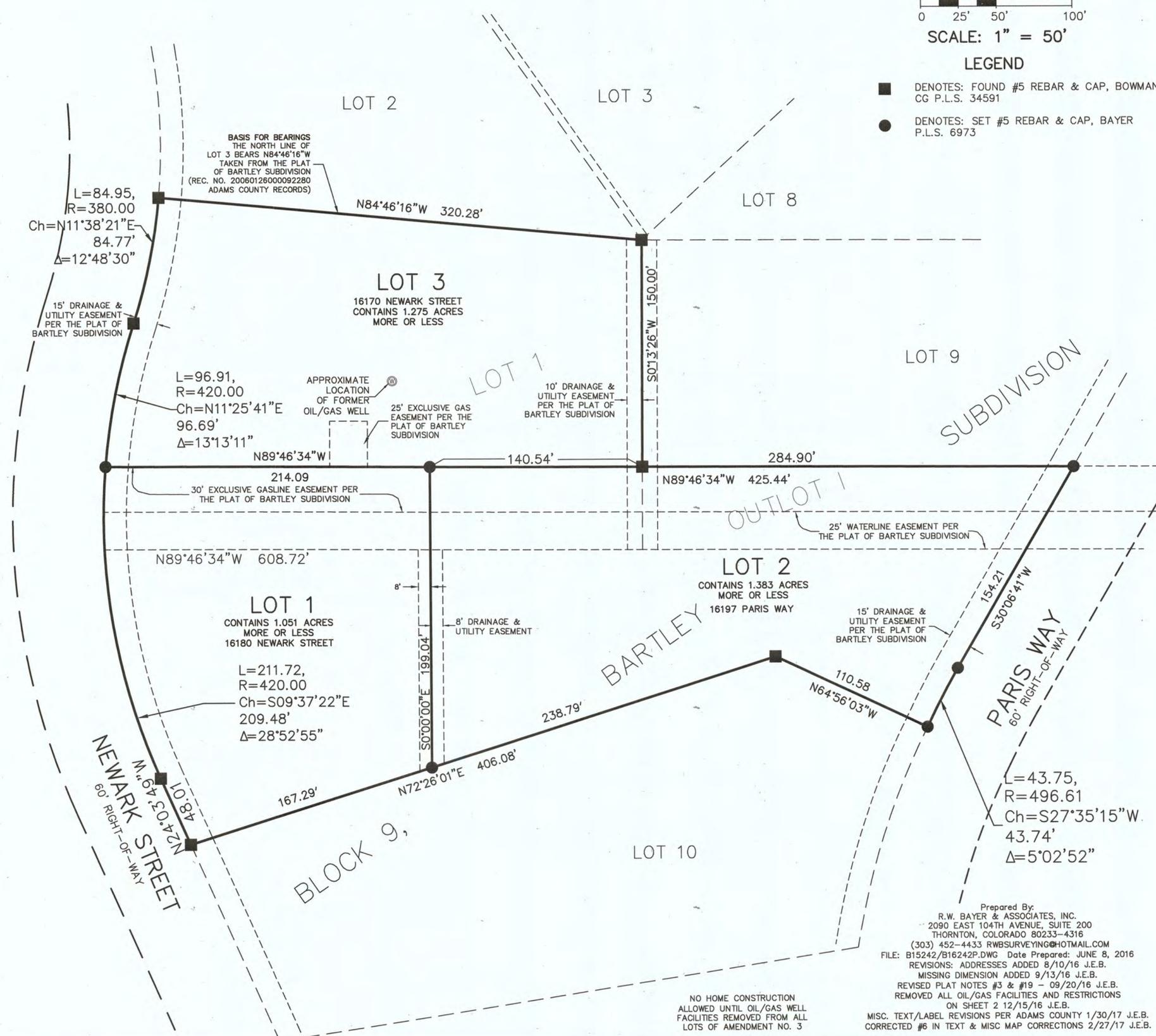
- BY GRAPHIC PLOTTING ONLY, THIS SITE LIES IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOODPLAIN) OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 0800100055G, WITH AN EFFECTIVE DATE OF AUGUST 16, 1995. MODIFICATION/CHANGE - NEW COMMUNITY PANEL NUMBER IS 0800100326H WITH AN EFFECTIVE 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 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.
- ALL LOTS MARKED WITH AN ASTERISK (\*) WITH OIL OR GAS WELLS/TANK BATTERIES SHALL NOT BE SOLD UNTIL WELLS/TANK BATTERIES ARE PLUGGED/REMOVED.



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



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 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 PARIS WAY ABUTTING LOT 2 OF THE BARTLEY SUBDIVISION - AMENDMENT NO. 3.

6. EIGHT-FOOT (8') 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 DEDICATED FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEPHONE, CABLE, AND TELECOMMUNICATION FACILITIES. UTILITIES SHALL ALSO BE PERMITTED WITHIN ANY ACCESS 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, RELOCATING, 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 INLET STRUCTURES, 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 §24-68-101, 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) FEET 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.

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.

NO HOME CONSTRUCTION ALLOWED UNTIL OIL/GAS WELL FACILITIES REMOVED FROM ALL LOTS OF AMENDMENT NO. 3

# TODD CREEK VILLAGE BARTLEY PROPERTY

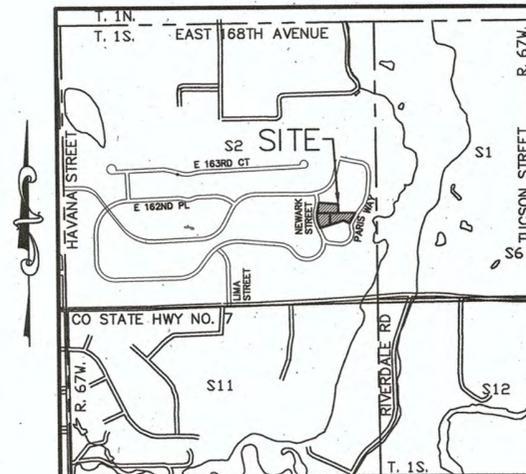
## Planned Unit Development - Amendment No. 3

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.

**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:

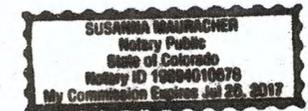
*[Signature]*  
GENE OSBORNE, AUTHORIZED AGENT

**ACKNOWLEDGEMENT:**

STATE OF COLORADO )  
COUNTY OF ADAMS ) ss

THE FOREGOING WAS ACKNOWLEDGED BY ME THIS 17<sup>th</sup> DAY OF March, 20 17, BY GENE OSBORNE, AUTHORIZED AGENT, O AND G LAND HOLDINGS, LLC.

*[Signature]*  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: July 26, 2017  
MY ADDRESS IS: 2090 E 104th Ave  
Denver Co 80233



### 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

**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: \_\_\_\_\_

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.



**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:

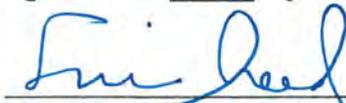
GWOC will immediately begin to take steps to plug and abandon (P&A) the Newlander Well and remove all equipment.

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:

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**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.

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**Commenting Division:** Environmental Analyst Review

**Name of Reviewer:** Jen Rutter

**Date:** 10/20/2016

**Email:** irutter@adcogov.org

**No Comment**

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**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](mailto:steven.loeffler@state.co.us) | [www.codot.gov](http://www.codot.gov) | [www.cotrip.org](http://www.cotrip.org)



December 28, 2016

Chris La Rue, Senior Planner  
Adams County Planning  
Transmission sent via email:  
[CLaRue@adcogov.org](mailto: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, 6<sup>th</sup> 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)
<b>Residential</b>					
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
<b>Commercial</b>					
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
<b>Total</b>	<b>2680</b>		<b>732.7</b>		<b>87,784.4</b>

*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, 6<sup>th</sup> 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](mailto: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](mailto: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](mailto:Will@liveRichfield.com)

[www.LiveRichfield.com](http://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](mailto:CLaRue@adcogov.org)> wrote:

Justin:

Here is the 2<sup>nd</sup> attempt.

Thanks,

Chris

<!--[if !vml]--><img alt="Logo of Christopher C. LaRue" data-bbox="170 781 480 800"/><!--[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](mailto:clarue@adcogov.org)  
[www.adcogov.org](http://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](mailto:clarue@adcogov.org)  
[www.adcogov.org](http://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](http://www.adcogov.org/planning/currentcases).

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
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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](mailto: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](http://www.adcogov.org/planning/currentcases).

Thank you for your review of this case.

Chris LaRue  
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
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Charles "Chaz" Tedesco  
DISTRICT 2

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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](#)

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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 29<sup>th</sup>, 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](mailto: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



Agency

Contact Information

---

COLO DIV OF WATER RESOURCES

Joanna Williams  
OFFICE OF STATE ENGINEER  
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joanna.williams@state.co.us

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COLORADO DEPT OF TRANSPORTATION

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COLORADO DIVISION OF WILDLIFE

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JOSEPH PADIA  
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joe.padia@state.co.us

COLORADO GEOLOGICAL SURVEY

Jill Carlson  
1500 Illinois Street  
Golden CO 80401  
303-384-2643 303-384-2655  
CGS\_LUR@mines.edu

Colorado Geological Survey: CGS\_LUR@mines.edu

Jill Carlson  
Mail CHECK to Jill Carlson  
303-384-2643 303-384-2655  
CGS\_LUR@mines.edu

COMCAST

JOE LOWE  
8490 N UMITILLA ST  
FEDERAL HEIGHTS CO 80260  
303-603-5039  
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  
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CHRIS QUINN  
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Sheriff's Office: SO-SUB

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720-322-1115  
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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  
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TRI-COUNTY HEALTH DEPARTMENT

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landuse@tchd.org

Tri-County Health: Mail CHECK to Sheila Lynch

Tri-County Health  
landuse@tchd.org  
.

Agency

Contact Information

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United Power, Inc	Steve Barwick PO Box 929 500 Cooperative Way Brighton CO 80603 303-637-1234 sbarwick@UnitedPower.com	307-351-3787
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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**

**June 20, 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**

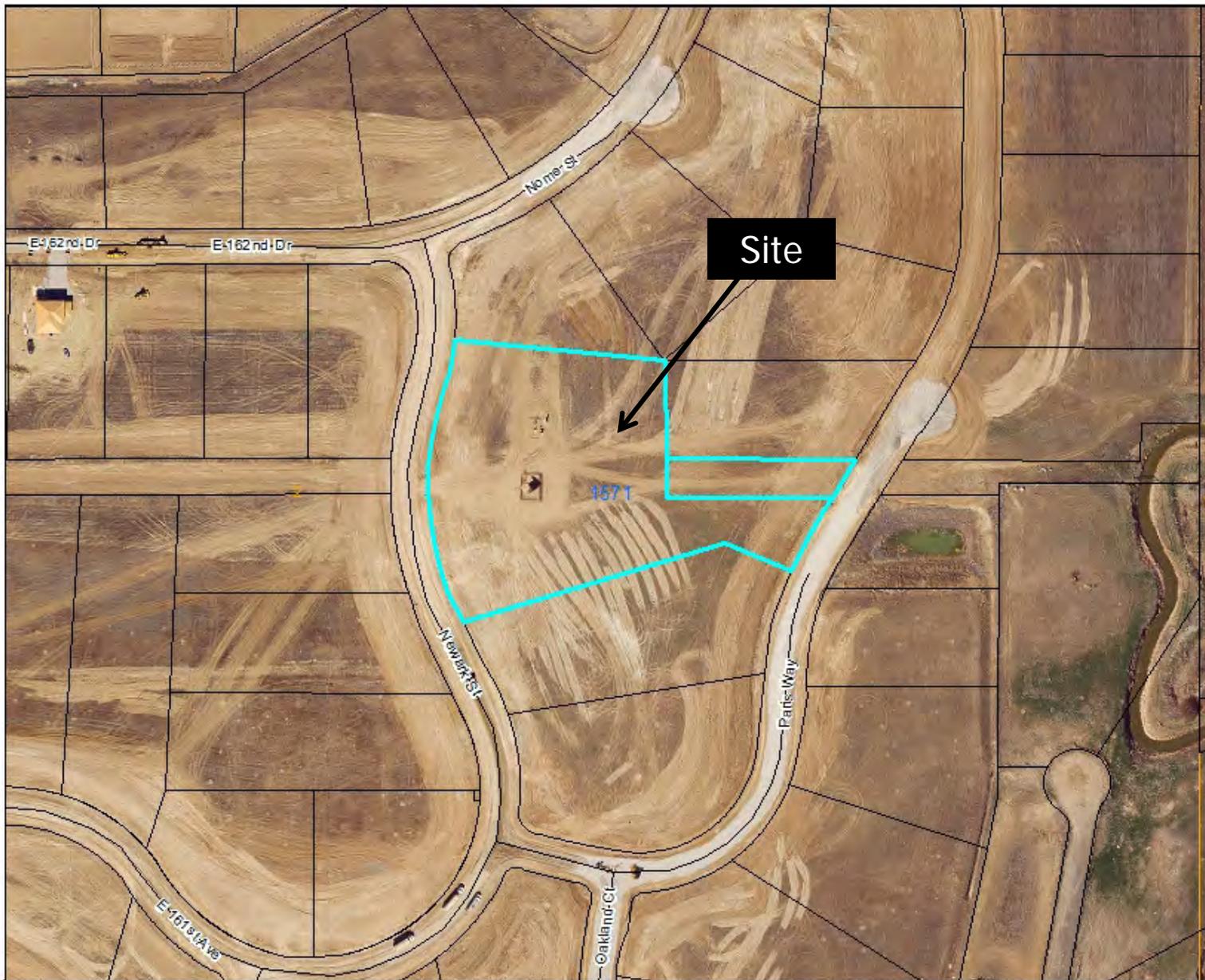
**PRC2016-00014**



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### LEGEND

-  Special Zoning Conditions
  -  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(F)
  -  Airport Noise Overlay

**Bartley Subdivision , Amendment # 3**

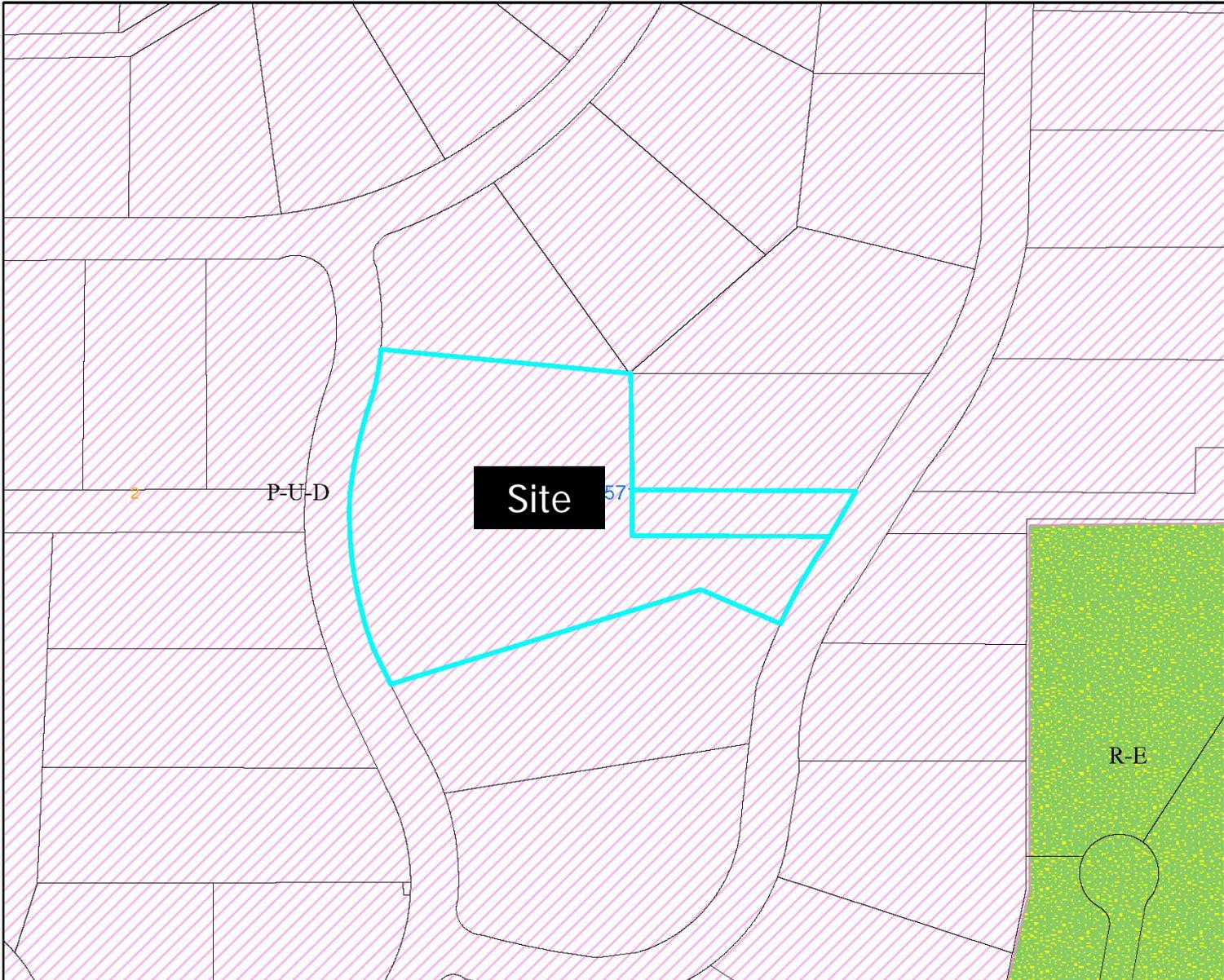
**PRC2016-00014**



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**LEGEND**

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

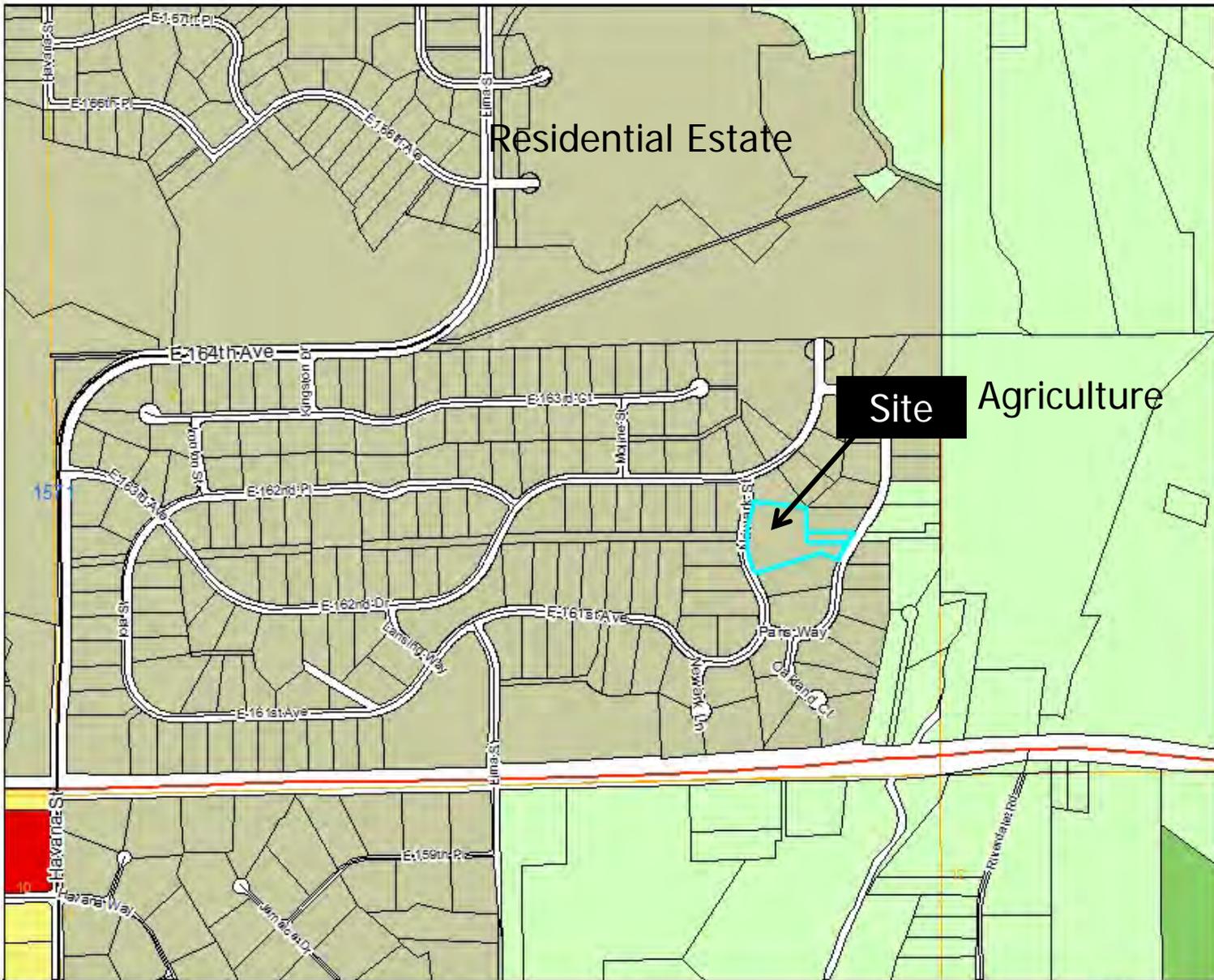
**PRC2016-00014**



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**LEGEND**

- ★ Special Zoning Conditions
  - 3 Section Numbers
  - Railroad
  - Major Water
  - - - Zoning Line
  - Sections
- Zoning Districts**
- A-1
  - A-2
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  - R-E
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  - I-1
  - I-2
  - I-3
  - CO
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  - DIA
  - P-U-D
  - P-U-D(P)
  - ⊠ Airport Noise Overlay

**Bartley Subdivision , Amendment # 3**

**PRC2016-00014**



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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# PL2000-0048E ARE REPEATED BELOW WITH ANY MODIFICATION/CHANGE NOTED BELOW EACH NOTE.

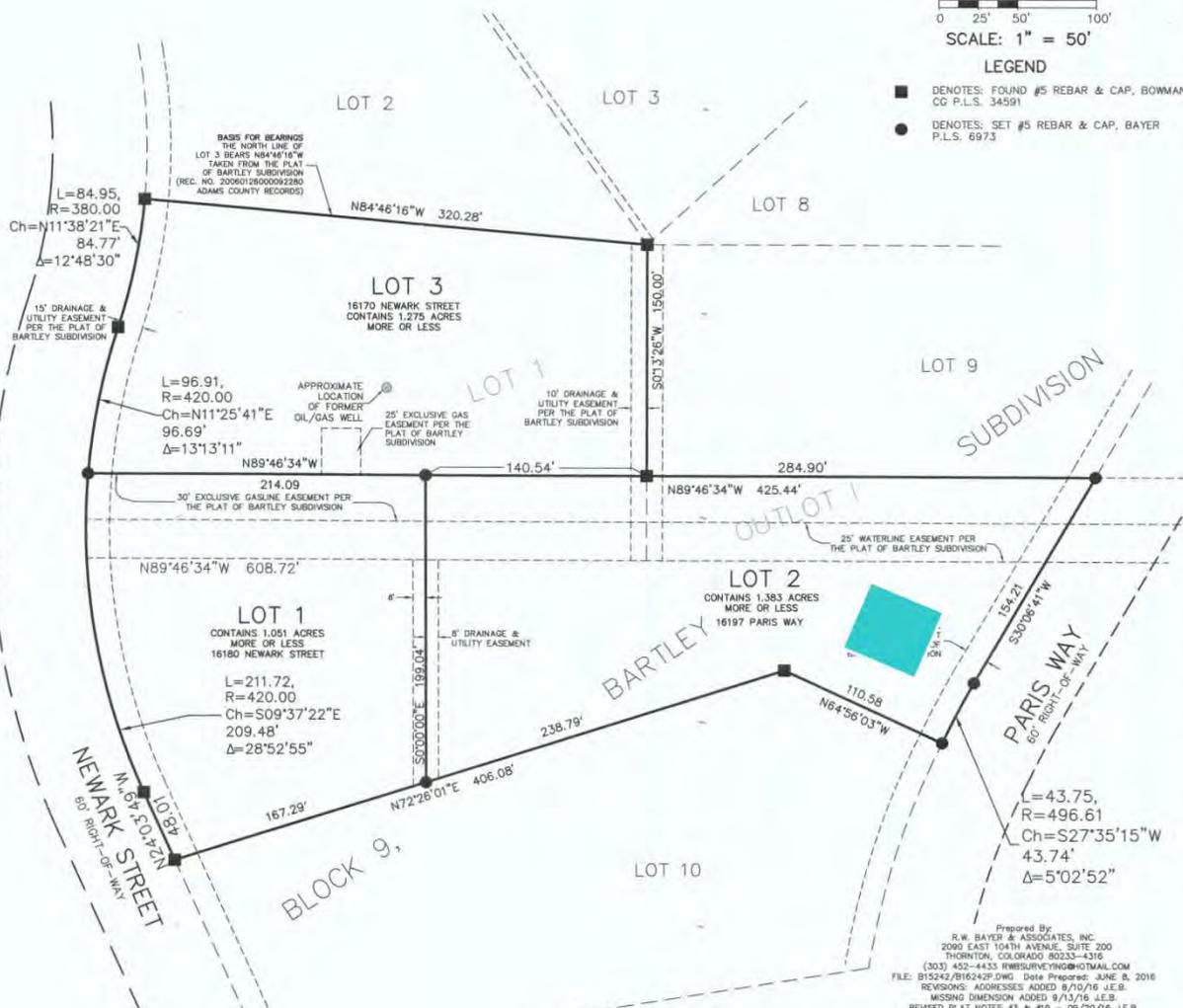
- BY GRAPHIC PLOTTING ONLY, THIS SITE LIES IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOODPLAIN) OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 0800100056E, WITH AN EFFECTIVE DATE OF AUGUST 18, 1995. MODIFICATION/CHANGE - NEW COMMUNITY PANEL NUMBER IS 0800100056R WITH AN EFFECTIVE 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 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, 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 ONSITE 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.
- FOUR-FOOT (8") 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 19219I SCHEDULE B-1-C EXCEPTS:  
A. MULTIPLE REFERENCES TO WATER AND MINERAL RIGHTS.  
B. CONSENT TO SIX INCH EASEMENT OF 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 80A-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.



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



BASIS FOR BEARINGS  
THE NORTH LINE OF  
LOT 3 BEARS N44°46'16"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

25' WATERLINE EASEMENT PER  
THE PLAT OF BARTLEY SUBDIVISION

8' DRAINAGE &  
UTILITY EASEMENT

60' RIGHT-OF-WAY  
EASEMENT

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 6, 2016  
REVISIONS: ADDRESSES ADDED 9/10/16 J.E.B.  
MISSING DIMENSION ADDED 9/13/16 J.E.B.  
REMOVED 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

# Development Standards

- Plat document indicates oil & gas flow lines on the property.
- Section 4-10-02-03-05(d) requires such lines to be depicted on the plat.
- Plat document needs to be updated.

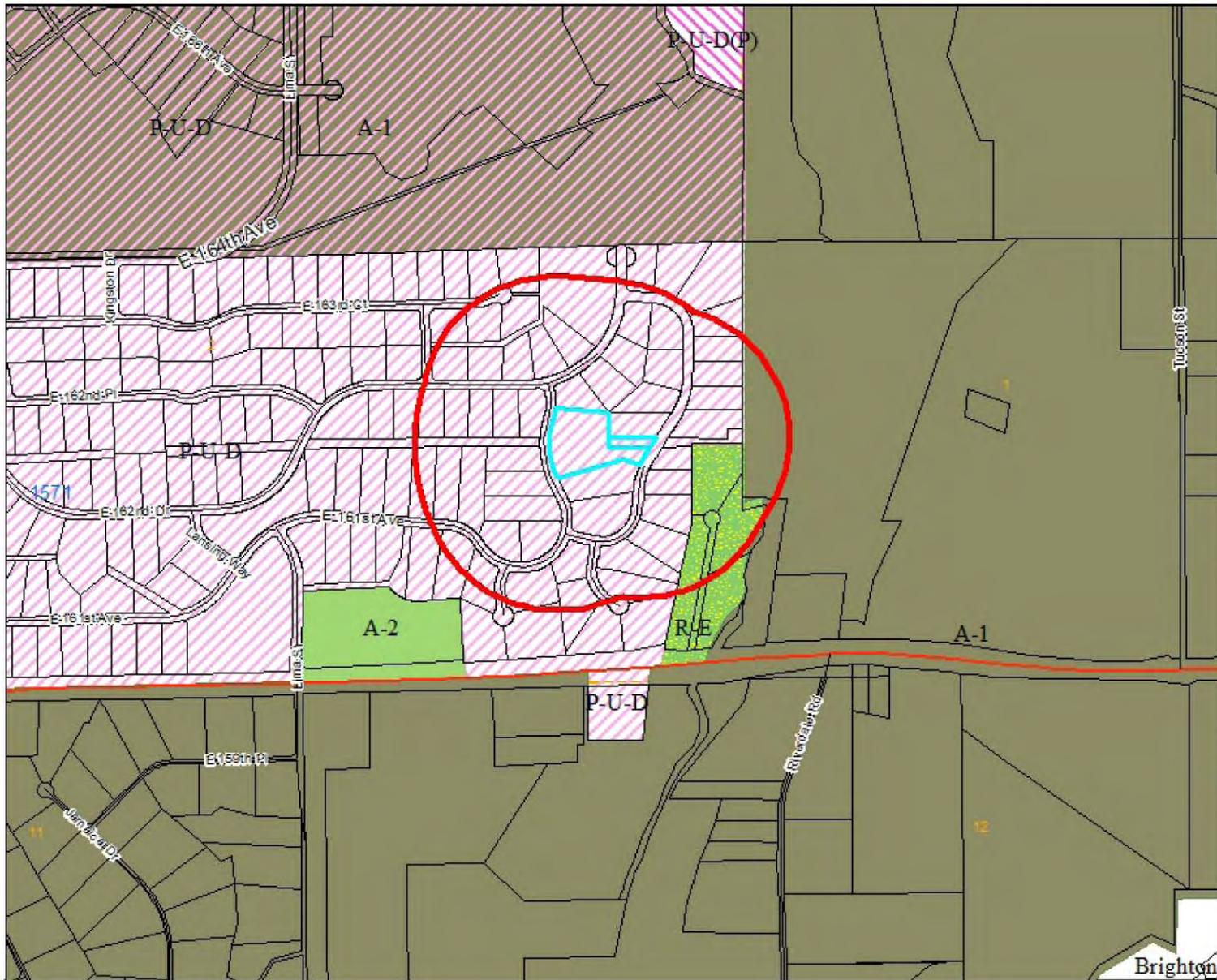
# Criteria for Minor Sub/PUD Amendment

- 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
  - Major Water
  - Zoning Line
  - Sections
- Zoning Districts**
- A-1
  - A-2
  - A-3
  - R-E
  - R-1-A
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  - P-U-D(P)
  - Airport Noise Overlay

**Bartley Subdivision , Amendment # 3**

**PRC2016-00014**



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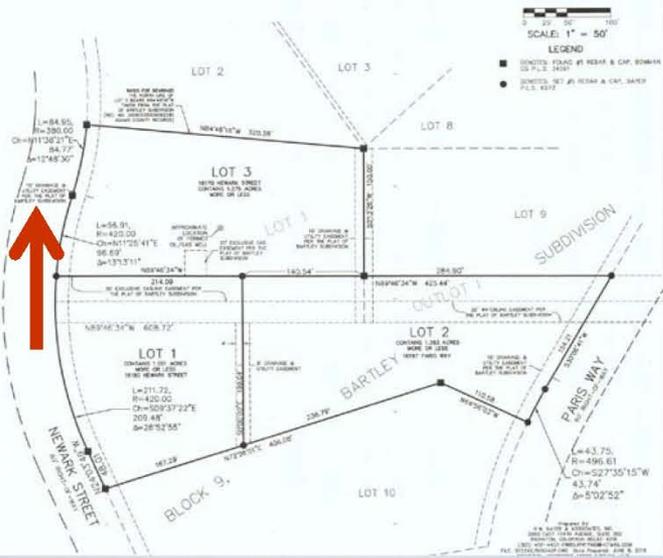
This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy.

# Planning Commission Update

- PC heard this case on 4/13/17
  - Unanimous approval
  - No testimony from public

# BOCC Update

- BOCC heard this case on 5/2/17
  - Continued request
  - Update plat notes (undocumented easements)
  - Locate gas lines for easement



North on Newark St







Site facing east





Site facing east



# Recommendation

- The request is inconsistent with the County Development Standards
  - All gas well flow lines shall be depicted on the plat.
- Staff recommends **Continuance** to 7/18/17.

# Finding of Fact

1. Without graphically showing all gas well flow lines in an easement on the plat or providing documentation showing removal of all flow lines on the property, the final plat as currently submitted is inconsistent with the County's Development Standards and Regulations.



**COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT**

**CASE NO.: RCU2017-00013**

**CASE NAME: SPEAR SECURITY**

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**EXHIBIT 1 – BOCC Staff Report**

**EXHIBIT 2- Maps**

- 2.1 Aerial Map
- 2.2 Zoning Map
- 2.3 Future Land Use Map
- 2.4 Simple Map

**EXHIBIT 3- Applicant Information**

- 3.1 Applicant Written Explanation
- 3.2 Applicant Site Plan

**EXHIBIT 4- Referral Comments**

- 4.1 Referral Comments (Adams County)
- 4.2 Referral Comments (CDOT)
- 4.3 Referral Comments (Tri County)
- 4.4 Referral Comments (Xcel Energy)

**EXHIBIT 5- Citizen Comments**

- 5.1 Sherwood
- 5.2 Brienza
- 5.3 Schwindt

**EXHIBIT 6- Associated Case Materials**

- 6.1 Request for Comments
- 6.2 Updated Request for Comments
- 6.3 Public Hearing Notice
- 6.4 Newspaper Publication
- 6.5 Referral Agency Labels
- 6.6 Property Owner Labels
- 6.7 Certificate of Posting

CASE No.: <b>RCU2017-00013</b>	CASE NAME: <b>Spear Security</b>
--------------------------------	----------------------------------

Owner's Name:	Shane Hughes
Applicant's Name:	Shane Hughes
Applicant's Address:	2180 E 68 <sup>th</sup> Ave
Location of Request:	2180 E 68 <sup>th</sup> Ave
Nature of Request:	Rezone from Agricultural-1 (A-1) to Commercial (C-3)
Zone District:	Agriculture-1 (A-1)
Site Size:	.5138 acres
Proposed Uses:	Office
Existing Use:	Office (A security company)
Hearing Date(s):	<b>PC: May 25, 2017/ 6:00 pm</b>
	<b>BOCC: June 20, 2017/ 9:30 am</b>
Report Date:	May 31, 2016
Case Manager:	Libbie Adams
BOA Options:	APPROVAL with 4 Findings-of-Fact and 1 note

**SUMMARY OF PREVIOUS APPLICATIONS**

In May 2007, the applicant applied to rezone the property from Agriculture-1 to Commercial-3 to locate an office on the property. After hearing public concerns with the rezoning, the Board of County Commissioners denied the rezoning request and decided the applicant could apply for a conditional use permit to allow office space on the property. In September 2007, the Board of County Commissioners granted approval of a conditional use permit for an office use on the property. This conditional use permit expired on September 10, 2012.

**SUMMARY OF APPLICATION**

**Background:**

Shane Hughes, the property owner, currently operates a security service office (Spear Security) on the subject site located at East 68<sup>th</sup> Avenue and Interstate 270. Spear Security uses the site for office space for five employees, record retention, and storage. The applicant is requesting to rezone the subject property from Agriculture-1 (A-1) to Commercial-3 (C-3) to allow the current use on the property to continue. Currently, office uses are not allowed in the Agricultural-1 (A-1) zone district. Although the applicant obtained a conditional use permit to locate an office on the property, such uses are not permitted in the A-1 zone district.

**Development Standards and Regulations Requirements:**

Section 2-02-13-06-02 of the County's Development Standards and Regulations outlines the criteria for approving a rezoning request. The requirements includes the proposed rezoning shall be consistent with the County's Comprehensive Plan, comply with the requirements and purposes of the Development Standards and Regulations, and be compatible with the surrounding area.

Per Section 3-20-07 of the Adams County Development Standards and Regulations, there are no minimum lot size requirements for properties in the C-3 zone district, and the minimum lot width required in the zone district is seventy-five (75) feet. The subject site conforms to the lot size and width requirements of the C-3 zone district. The property is 0.513 acres and has a width of 308 feet. In addition, a majority of the uses permitted in the C-3 zone district are neighborhood oriented services, such as offices, retail, and restaurants. There are other uses that could be allowed in the C-3 district; however, the size and location of the lot restricts uses to those that will be compatible with the surrounding residential properties. In addition, all uses on the property are required to conform to performance standards such as setbacks including separation distance from residential properties, and lot size. The intent of these requirements is to ensure uses on the site are compatible with the surrounding area and fit on the site.

The property is currently located in the A-1 zone district. The purpose of this district is to provide a rural single-family dwelling district with limited farming uses. The current use of the property as an office is inconsistent with the intent of the A-1 district. In addition, the size of the lot and proximity to major commercial corridors within the County makes it unsuitable to develop for such agricultural uses. The request to rezone to the C-3 district is consistent with the use of the property.

Per Section 3-20-01 of the County's Development Standards and Regulations, the purpose of the C-3 zone district is to provide retail shopping and personal services for persons residing within Adams County and the surrounding area. Currently, the property is used as an office that provides security services and personnel to business and residents throughout Adams County and the Denver Metropolitan area. This use of the property is consistent with the goals of the C-3 zoning designation.

**Future Land Use Designation/Comprehensive Plan:**

The subject property is designated as Industrial in the County's 2012 Imagine Adams County Comprehensive Plan future land use map. Per Chapter 5 of the Adams County Comprehensive Plan, Industrial areas are intended to provide a setting for a wide range of employment uses, including manufacturing, warehousing, distribution, and supporting retail. The C-3 zone district permits employment uses and supporting retail, which is consistent with the intent of the Industrial land use designation. A majority of the surrounding properties to the site are also designated as Industrial; therefore rezoning the subject request will be consistent with the intent of the industrial future land use designation.

The property is also located in the Southwest Adams County Making Connections Planning and Implementation Plan. This plan was adopted as an amendment to the County’s 2012 Comprehensive Plan, and outlines policies and projects to be undertaken in Adams County. Specifically, the Making Connections Plan identifies the southwest portion of the County as having a high propensity for significant urbanization. The Making Connections Plan prioritizes projects that will encourage development and redevelopment. The plan identified the top 10 implementation-focused projects that poise Southwest Adams County for the future. The subject site, at 68<sup>th</sup> Avenue and I-270, is specifically located within the Welby Connection project of the Making Connections Plan. The Welby Connection priority project calls for improved motorized and non-motorized transportation improvements that will encourage employment centers in the neighborhood. Rezoning the subject property will allow an existing employment use that provides security services to surrounding properties to continue as well as create a conforming use that is consistent with the County’s Development Standards and Regulations.

**Site Characteristics:**

Currently, the site is developed with an office building, accessory structure, parking, and landscaping. Access to the site is on East 68<sup>th</sup> Avenue. The applicant is not proposing to construct any additional structures or make changes to the property. The existing landscaping on the property conforms to the approved landscaping plan on file for the property.

**Surrounding Zoning Designations and Existing Use Activity:**

<b>Northwest R-1-C Single Family</b>	<b>North R-1-C Single Family</b>	<b>Northeast Hwy 270</b>
<b>West A-1 Single Family</b>	<b>Subject Property C-3 Office</b>	<b>East Hwy 270</b>
<b>Southwest I-2 Distribution Warehouse</b>	<b>South I-2 Distribution Warehouse</b>	<b>Southeast Hwy 270</b>

**Compatibility with the Surrounding Area:**

The property is surrounded to the north and west by single-family homes. Interstate 270 is located directly east of the site, and industrial uses make up the area south of the site. The building on the subject property was converted to office space in 2007, and it is architecturally compatible with the area. Additionally, the subject site serves as a noise and visual buffer between the residential properties and Interstate 270.

Using the property as an office is compatible with the surrounding neighborhood. In addition, the property has operated for over nine years as a security office and neighboring property owners have stated they have experienced no incompatibility with the use of the property. There are uses allowed in the C-3 zone district such as marijuana establishments, indoor recreation facilities, and car dealerships that could potentially be incompatible with the adjacent residential properties. However, physical constraints on the site, such as lot size, required setbacks, and performance

standards requirements such as distance from proximity to residential properties inhibit the ability to develop the property for those incompatible uses.

### PLANNING COMMISSION UPDATE

The Planning Commission (PC) considered this case on May 25, 2017 and unanimously recommended approval of the request. The PC had no concerns with the request. Commissioner Thompson asked the applicant to confirm the use of the four-car garage on the property. The applicant informed the PC that the garage is used for parking of patrol vehicles. Beside the applicant, there were no other members of the public at the hearing.

#### **Staff Recommendations:**

**Based upon the application, the criteria for approval for rezoning, and a recent site visit, staff recommends Approval of this request with 4 findings-of-fact and 1 note:**

### RECOMMENDED FINDINGS OF FACT REZONING

1. The Zoning Map amendment is consistent with the Adams County Comprehensive Plan.
2. The Zoning Map amendment is consistent with the purposes of these standards and regulations.
3. The Zoning Map amendment will comply with the requirements of these standards and regulations
4. The Zoning Map amendment 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.

#### **Recommended Notes to the Applicant:**

1. Per Section 3-20-07-06, the hours of operation shall be restricted to 7 a.m. to 12 a.m.

### CITIZEN COMMENTS

Notifications Sent	Comments Received
37	4

Property owners within six-hundred (600) feet of the property were notified of the subject request. As of writing this report, staff has received four responses from those property owners notified. A majority of the concerns expressed from the responses pertain to prohibiting uses in the C-3 zone district that will be incompatible with the surrounding residential uses. As discussed in the staff report, due to the size of the lot and required performance standards such as

distance of uses from residential properties, a number of uses allowed in the C-3 zoning district cannot be developed on the property.

### **COUNTY AGENCY COMMENTS**

Staff reviewed the request and had no concerns with the proposed rezoning. According to the engineering review comments, the applicant shall be required to use the existing access onto the site and be required to pave and stripe all the existing parking spaces on the property. In addition, per Section 3-20-07-06 of the County's Development Standards and Regulations, hours of operation on the property shall be restricted to 7 a.m. to 12 a.m.

### **REFERRAL AGENCY COMMENTS**

#### **Responding with Concerns:**

None

#### **Responding without Concerns:**

Colorado Department of Transportation  
Tri County Health Department  
Xcel Energy

#### **Notified but not Responding / Considered a Favorable Response:**

Adams County Fire Protection District  
Century Link  
Comcast  
Metro Wastewater Reclamation  
North Washington Street Water & Sanitation



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: Libbie Adams, Planner I  
Subject: RCU2017-00013, Spear Security  
Date: June 20, 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 Zoning Map amendment is not consistent with the Adams County Comprehensive Plan.
2. The Zoning Map amendment is not consistent with the purposes of these standards and regulations.
3. The Zoning Map amendment will not comply with the requirements of these standards and regulations.
4. The Zoning Map amendment 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.

Exhibit 2.1 Aerial Map



### 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

**Spear Secuiry**  
**RCU2017-00013**

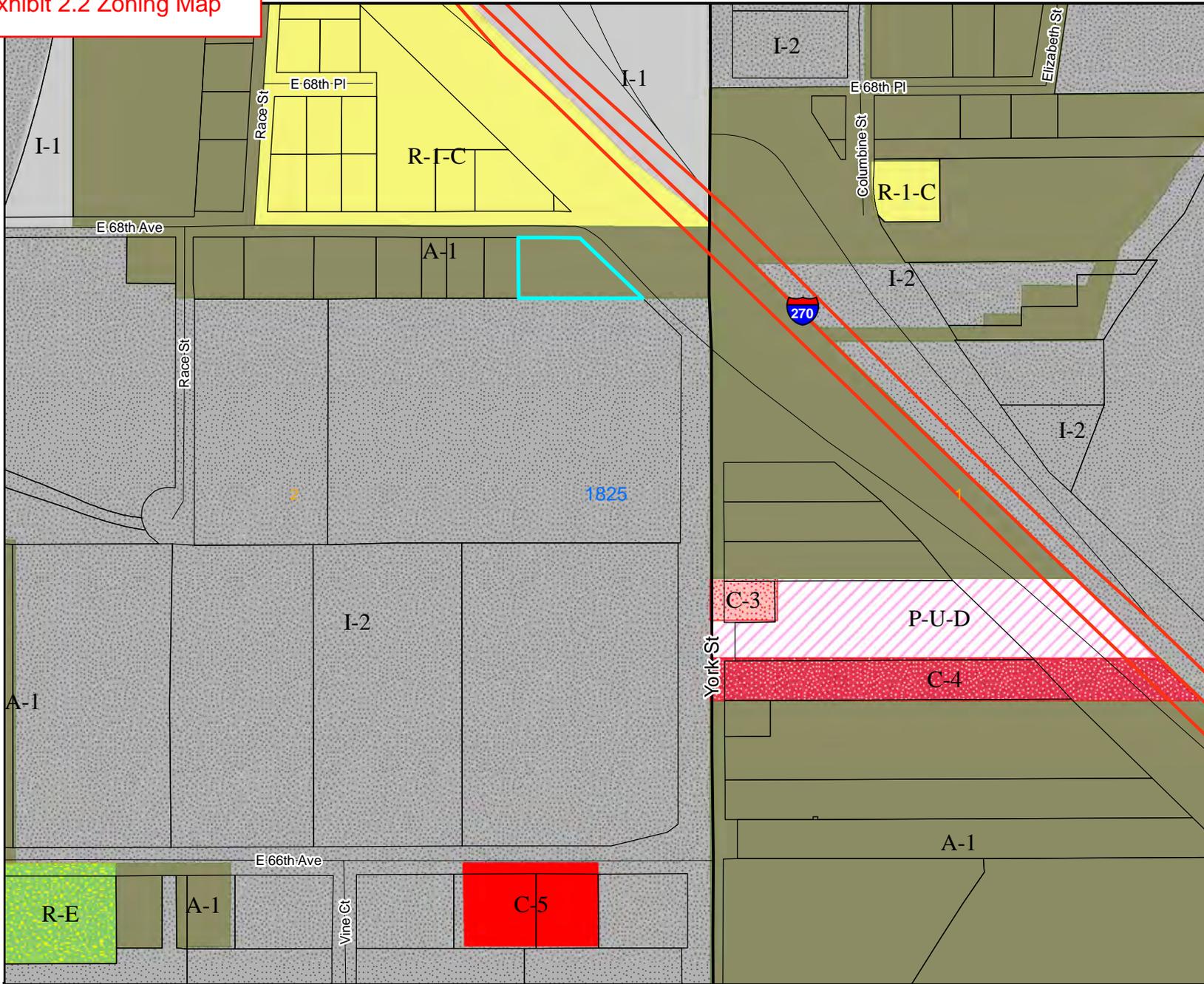


For display purposes only.



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

**Exhibit 2.2 Zoning Map**



### 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

**Spear Secuiry**  
**RCU2017-00013**

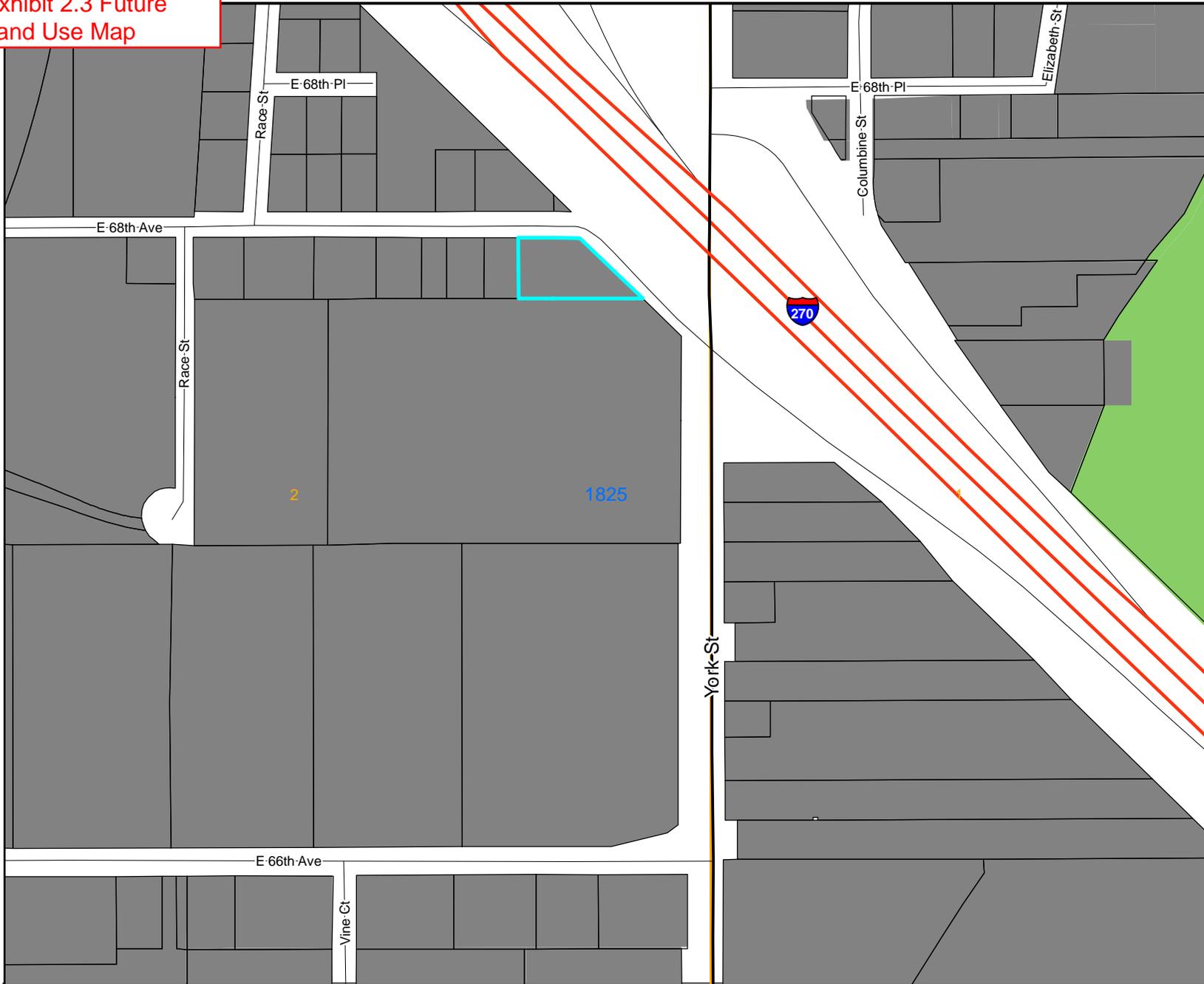


For display purposes only.



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

**Exhibit 2.3 Future Land Use Map**



### 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

**Spear Secuiry**  
**RCU2017-00013**

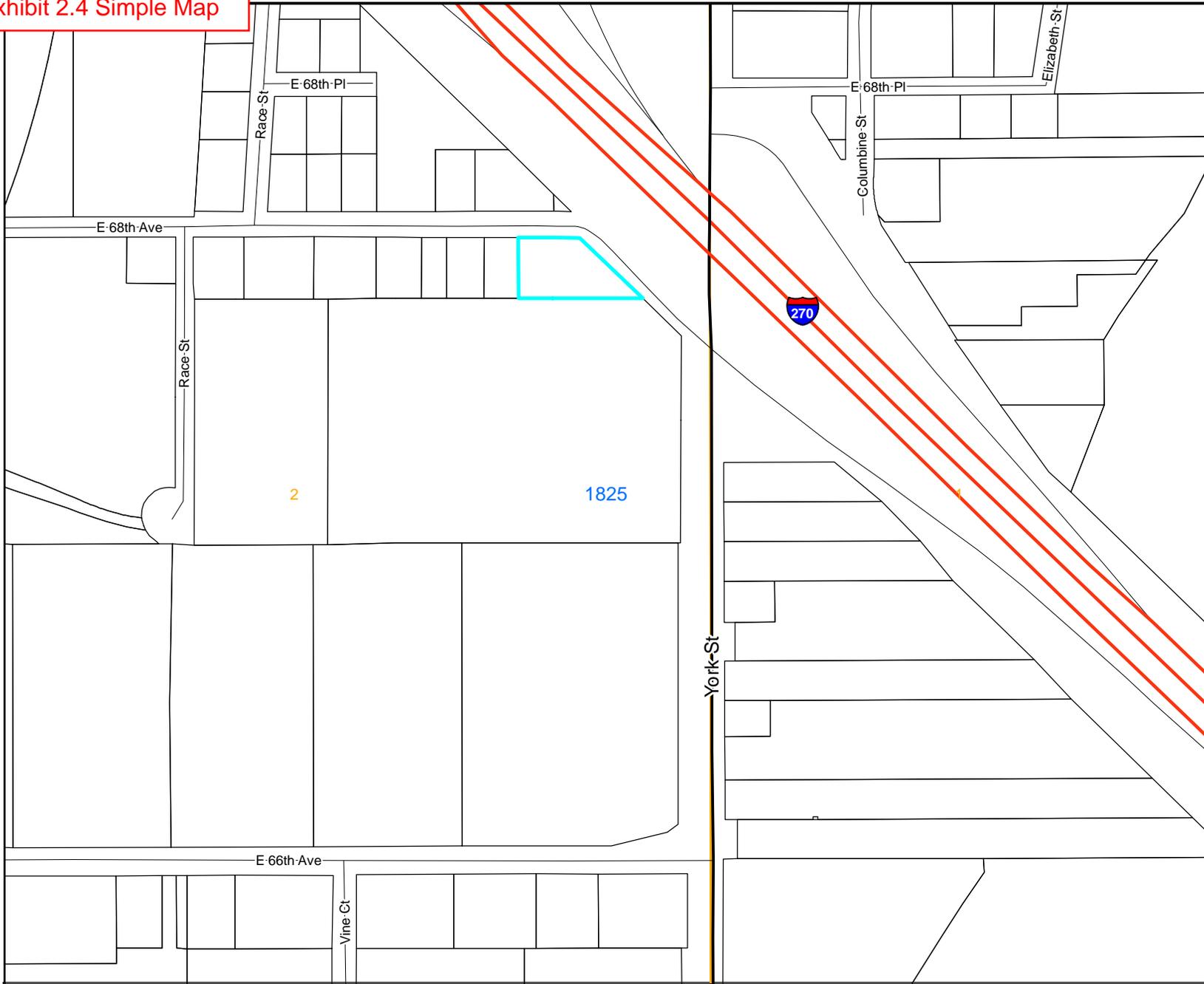


For display purposes only.



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

**Exhibit 2.4 Simple Map**



### 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

**Spear Secuiry**  
**RCU2017-00013**



For display purposes only.



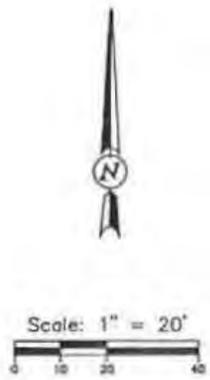
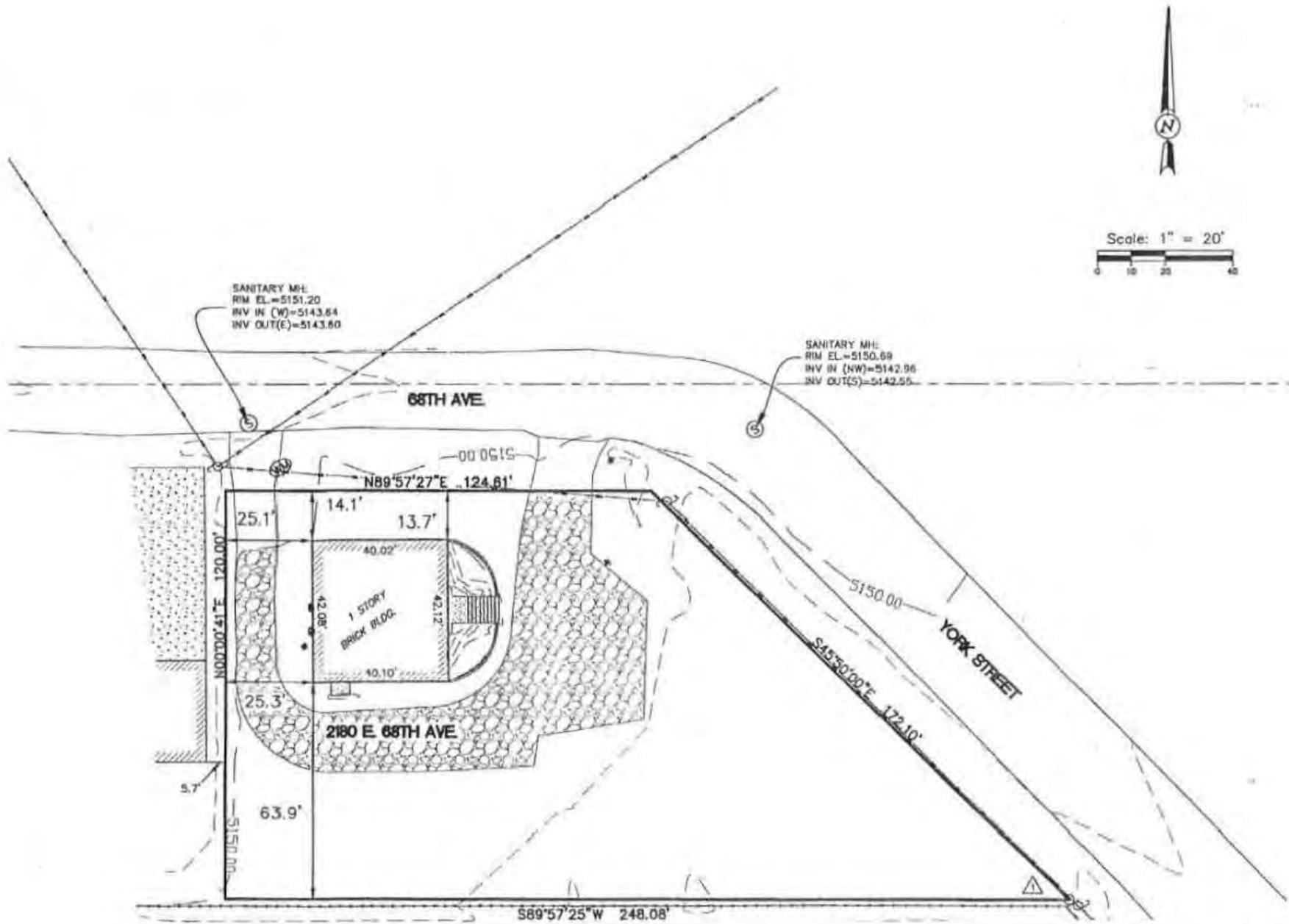
This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

### Explanation of Project

The property located at 2180 East 68th Avenue is owned by Shane Hughes DBA TeeGee and Company LLC. It is currently zoned as residential A-1 and this application is to rezone to commercial C-3 in order to base Mr. Hughes security company, Spear Security on this site. Spear Security has been in operation for over twenty three years and provides their customers with uniformed security personnel. Spear Security is licensed by the City of Denver and all of their personnel is insured and bonded, as well as covered by Colorado Workers Compensation Insurance.

Currently there are approximately 120 employees working for Spear Security in various locations throughout the Denver Metro area, but only five will actually be based at this location. There would also be 1 to 2 patrol cars kept on the site.

The building would mainly be used to house office staff and for record retention and storage. It would also allow for conference space to meet with potential clients, and interviewees.



**Exhibit 4.1 Referral  
Comment (Adams County)**

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

**Date:** 04/27/2017

**Project Number:** RCU2017-00013

**Project Name:** Spear Security

Note to Applicant:

The following review comments and information from the Development Review Team is based on submitted documents only.

For submission of revisions of applications, a cover letter addressing each staff review comment that is in bold must be provided. The cover letter must include the following information: restate each bolded comment 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. 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:** 03/28/2017

**Email:** [JBlair@adcogov.org](mailto:JBlair@adcogov.org)

No comment

---

**Commenting Division:** Code Enforcement Review

**Name of Reviewer:** Eric Guenther

**Date:** 03/27/2017

**Email:** [EGuenther@adcogov.org](mailto:EGuenther@adcogov.org)

No comment

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

---

**Commenting Division:** Environmental Analyst

**Name of Reviewer:** Jen Rutter

**Date:** 03/27/2017

**Email:** [JRutter@adcogov.org](mailto:JRutter@adcogov.org)

No comment

---

**Commenting Division:** Engineering Review

**Name of Reviewer:** Greg Labrie

**Date:** 04/26/2017

**Email:** [GLabrie@adcogov.org](mailto:GLabrie@adcogov.org)

ENG1: Flood Insurance Rate Map – FIRM Panel # (08001C0604H), Federal Emergency Management Agency, January 20, 2016. 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: The project site is not located in a NRCO district. An environmental assessment is not required.

ENG3: The project site is not within the County's MS4 Stormwater Permit Area. The use of erosion and sediment control BMPs are expected. The applicant shall be responsible to ensure compliance with all Federal, State and Local water quality construction requirements.

ENG4: The current operation does not generate over 20 vehicles per day. A traffic impact study is not required.

ENG5: The applicant's proposed scope of work does not show the addition of any impervious surface. A drainage study and analysis is not required. A grading and drainage plan will be required for any proposed change in grade or improvements to the site access point.

ENG6: Applicant must use the existing access point onto site. No new access will be allowed.

---

**Commenting Division:** Parks Review

**Name of Reviewer:** Aaron Clark

**Date:** 03/312017

**Email:** [AClark@adcogov.org](mailto:AClark@adcogov.org)

No comment

---

**Commenting Division:** Planning Review

**Name of Reviewer:** Libbie Adams

**Date:** 03/20/2017

**Email:** [LAdams@adcogov.org](mailto:LAdams@adcogov.org)

PLN1: The applicant is proposing to rezone the subject site from Agriculture-1 (A-1) to Commercial-3 (C-3). The purpose of the C-3 zone district is to provide most retail shopping and personal services for persons residing within Adams County and the surrounding area.

PLN2: Office space is a permitted use in the C-3 zone district.

PLN3: Per Section 3-20-07 of the Development Standards and Regulations, the minimum standards for lots in the C-3 zone district include:

- No minimum lot size
- Minimum lot width of 75 feet
- Subject site meets the above regulations

PLN4: Per Section 3-20-07-03, the minimum standards for structures in the C-3 zone district include:

- Minimum front setback of 50 feet
- Minimum side setback of 15 feet on one side and 5ft on the other
- Minimum rear setback of 15 feet
- Maximum height of 35 feet
- Structures on site do not meet the front setback requirements; however, I will discuss this nonconformity with staff

PLN5: Per Section 3-20-07-06, the hours of operation shall be restricted to 7AM to 12AM when property abuts residentially zoned or used property.

PLN6: Office shall adhere to performance standards listed in Section 4-09-02-16 and below:

- Entrances to the site shall minimize impact on surrounding residential neighborhood and maximize efficient traffic circulation and safety
- The principal structure shall have at least one entrance oriented towards the road
- Accessory outdoor storage is prohibited
- Any garbage storage area located outside shall be screened from public view in accordance with Section 4-09-01-04
- All uses shall be performed or carried out entirely within an enclosed building

PLN7: The future land use designation in the Adams County Comprehensive Plan is Industrial. This contemplates a wide range of employment uses including, manufacturing, warehouses, distribution, and other industries.

PLN8: This site previously received a Conditional Use Permit to operate a commercial business on an A-1 property (RCU2007-00024). Conditions of approval on previous cases include: Applicant shall meet all parking requirements as stated in the Adams County Development Standards and Regulations. At a minimum, the applicant shall provide eight paved parking spaces.

- Spaces shall be striped and one accessible space shall be provided
- **Please show how the property complies with the above condition**

PLN9: An application for a rezoning shall meet the following criteria listed in Section 2-02-13-06-02

- The rezoning is consistent with the Adams County Comprehensive Plan
- The rezoning is consistent with the purposes of these standards and regulations
- The rezoning will comply with the requirements of these standards and regulations
- The rezoning is compatible with the surrounding area and not detrimental to the health, safety, or welfare of the inhabitants of the area and the county

*The application for a rezoning appears to meet the above criteria.*

---

**Commenting Division:** Right of Way Review

**Name of Reviewer:** Marissa Hillje

**Date:** 04/13/2017

**Email:** [MHillje@adcogov.org](mailto:MHillje@adcogov.org)

No comment

**Exhibit 4.2 Referral  
Comment (CDOT)**

**From:** [Loeffler - CDOT, Steven](#)  
**To:** [Libbie Adams](#)  
**Subject:** RCU2017-00013, Spear Security  
**Date:** Tuesday, April 18, 2017 9:26:58 AM

---

Libbie,

I have reviewed the referral named above for property located at 2180 E. 68th Ave. and have the following comment:

- Any signing on this property that will be visible to Interstate 270 must be on-premise in nature and only advertise goods or services that are available on that property and must comply with any other applicable rules governing outdoor advertising in Colorado, 2 CCR 601-3

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](mailto:steven.loeffler@state.co.us) | [www.codot.gov](http://www.codot.gov) | [www.cotrip.org](http://www.cotrip.org)



April 24, 2017

Libbie Adams  
Adams County Community and Economic Development Department  
4430 South Adams County Parkway, 1<sup>st</sup> Floor, Suite W2000  
Brighton, CO 80601-8204

RE: Spear Security, 2180 E. 68<sup>th</sup> Avenue, RCU2017-00013  
TCHD Case No. 4351

Dear Ms. Adams,

Thank you for the opportunity to review and comment on the application to rezone the subject property from Agriculture-1 to Commercial-1 in order to continue operating a security company on the property. 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, and has no comments.

Please feel free to contact me at 720-200-1575 or [kboyer@tchd.org](mailto:kboyer@tchd.org) if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "K Boyer", with a horizontal line extending to the right.

Kathy Boyer, REHS  
Environmental Health Specialist III

cc: Sheila Lynch, Monte Deatrich, TCHD



Right of Way & Permits

1123 West 3<sup>rd</sup> Avenue  
Denver, Colorado 80223  
Telephone: **303.571.3306**  
Facsimile: 303. 571.3284  
donna.l.george@xcelenergy.com

April 25, 2017

Adams County Community and Economic Development Department  
4430 South Adams County Parkway, 3<sup>rd</sup> Floor, Suite W3000  
Brighton, CO 80601

Attn: Libbie Adams

**Re: Spear Security, Case # RCU2017-00013**

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the request for the **Spear Security Rezone**. Please be advised that PSCo has existing electric distribution facilities within the areas indicated in this proposed rezone. Public Service Company has no objection to this proposed rezone, contingent upon Public Service Company of Colorado's ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, including all present and any future accommodations for natural gas transmission and electric transmission related 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

Exhibit 5.1 Sherwood

Adams County Colorado  
Community & Economic Development Dept.  
4430 South Adams County Parkway  
1<sup>st</sup> Floor, Suite W2000  
Brighton, CO  
80601-8204

Via email: [LAdams@adcogov.org](mailto:LAdams@adcogov.org)

Case Name: Spear Security  
Project number RCU2017-00013  
Request location: 2180 E 68<sup>th</sup> Ave

April 26, 2017

In regards to the above mentioned case, we are very concerned that this request is being done at this time.

The letter we received states that they want to rezone to Commercial so that they can locate their security company there.

They are already there.

We bought our home a little over two years ago and Spear Security was already there.

From our understanding they have been at the address on 68<sup>th</sup> Avenue for several years.

Why do they want to change it now when they are already there? We are concerned that they want to sell the property and need it changed for that purpose.

We are very apprehensive about the possibility that a marijuana facility may come to the neighborhood.

Thank you for your time.

Jim and Terrill Sherwood  
2101 E 68<sup>th</sup> Avenue  
Denver, CO  
80229

Exhibit 5.2 Brienza

**From:** [Gb1733](#)  
**To:** [Libbie Adams](#)  
**Subject:** 2180 E. 68th Ave  
**Date:** Saturday, April 15, 2017 4:12:53 PM

---

Re: Spear Security - Project #RCU2017-00013

My name is Gene Brienza and I live down the street at 2030 E. 68th Avenue and the corner of Race St.

I have no complaints with the Spear Security Co. They have been very good neighbors. No problems at all.

I do not want the property however to be rezoned from Agriculture (A-1) to Commercial-3 (C-3).

Thank You,

Gene Brienza

Exhibit 5.3 Schwindt

**From:** [sharon.schwindt](#)  
**To:** [Libbie Adams](#)  
**Subject:** Spear Security / Project #RCU2017-00013 / 2180 E 68th Ave / Assessor's Parcel # 0182502402013  
**Date:** Wednesday, April 19, 2017 12:48:21 PM

---

April 19 2017

I am writing in regards to the above listed property request for rezoning. I received a letter requesting comments in regards to this upcoming rezoning. My only concerns are that the owner does not turn the west side of the property into a RV parking lot or have any other vehicles parked there that are not in use. I would also request the owner to spray and cut weeds as there are 4 foot high weeds now that are blooming.

Thank you for passing these concerns on to the owner and I wish him well with his business and hope that he respects the surrounding neighbors.

Sharon Schwindt  
2240 E 68th Ave  
Denver, CO 80229

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: Spear Security  
Project Number: RCU2017-00013

April 4, 2017

Adams County Community and Economic Development Department is requesting comments on the following request:

**Rezone from Agriculture-1 (A-1) to Commercial-3 (C-3) to locate a security company on the property.**

This request is located at 2180 E 68<sup>th</sup> Ave

The Assessor's Parcel Number is: 082502402013

Legal Description:

DESC: E 70 FT OF N 120 FT OF PLOT 31 AND N 120 FT OF PLOT 32 LYING ELY HIWAY  
ROW HARVEST ACRES

You were notified with this request because your property is within 600 feet of the site listed above. 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 by **Wednesday, April 26, 2017** so that your comments may be taken into consideration in the review of this case. Please send your response by way of e-mail to [LAdams@adcogov.org](mailto:LAdams@adcogov.org).

Thank you for your review of this case.

Libbie Adams  
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Erik Hansen  
DISTRICT 3

Steve O'Dorisio  
DISTRICT 4

Jan Pawlowski  
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

*Note: The Assessor's Parcel Number has been corrected from the previous Request for Comments Page*

Case Name: Spear Security  
Project Number: RCU2017-00013

April 5, 2017

Adams County Community and Economic Development Department is requesting comments on the following request:

**Rezone from Agriculture-1 (A-1) to Commercial-3 (C-3) to locate a security company on the property.**

This request is located at 2180 E 68<sup>th</sup> Ave

**The Assessor's Parcel Number is: 0182502402013**

Legal Description:

DESC: E 70 FT OF N 120 FT OF PLOT 31 AND N 120 FT OF PLOT 32 LYING ELY HIWAY ROW HARVEST ACRES

You were notified with this request because your property is within 600 feet of the site listed above. 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 by **Wednesday, April 26, 2017** so that your comments may be taken into consideration in the review of this case. Please send your response by way of e-mail to [LAdams@adcogov.org](mailto:LAdams@adcogov.org). This referral can also be found online at <https://www.adcogov.org/planning/currentcases>.

Thank you for your review of this case.

Libbie Adams  
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Erik Hansen  
DISTRICT 3

Steve O'Dorisio  
DISTRICT 4

Jan Pawlowski  
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

## Public Hearing Notice

Case Name:	Spear Security
Project Number:	RCU2017-00013
Planning Commissioners Hearing Date:	Thursday, May 25, 2017 at 6:00 pm
Board of County Commissioners Hearing Date:	Tuesday, June 20, 2017 at 9:30 am

May 11, 2017

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request:

**To rezone the subject site from Agriculture-1 (A-1) to Commercial-3 (C-3).**

This request is located at 2180 E 68<sup>th</sup> Ave

The Assessor's Parcel Number is 0182502402013

Legal Description: DESC: E 70 FT OF N 120 FT OF PLOT 31 AND N 120 FT OF PLOT 32 LYING ELY HIWAY ROW HARVEST ACRES

Owner Information: Teegee and Company LLC  
2180 E 68<sup>th</sup> Ave  
Denver, CO 80229

The hearing will be held in the Public Hearing Room located at the Adams County Government Center 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 this hearing 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.

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](http://www.adcogov.org/planning/currentcases).

Thank you for your review of this case.

Libbie Adams  
Case Manager

**To: Sheree Sandell**  
**Dept:** Westminster Window / Northglenn Thornton Sentinel  
**From: Shayla Christenson**  
**Date:** May 10, 2017

**NOTICE OF PUBLIC HEARING FOR LANDUSE**

NOTICE IS HEREBY GIVEN, that an application has been filed by, SHANE HUGHES, Case #RCU2017-00013, requesting: Request is being made to rezone from Agriculture-1 to Commercial-3. on the following property:

LEGAL DESCRIPTION: DESC: E 70 FT of N 120 FT OF PLOT 31 AND N 120 FT OF PLOT 32 LYING ELY HIWAY ROW HARVEST ACRES

**(The above legal description was provided by the applicant and Adams County is not responsible for any errors and omissions that may be contained herein and assumes no liability associated with the use or misuse of this legal description.)**

APPROXIMATE LOCATION: 2180 E 68TH AVE  
PIN : 0182502402013

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Adams County Planning Commission in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO - 1st Floor, on the 05/25/2017, at the hour of 6:00 p.m., where and when any person may appear and be heard and a recommendation on this application will be forwarded to the Board of County Commissioners.

NOTICE IS FURTHER GIVEN, that a public hearing will be held by the Adams County Board of County Commissioners in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO - 1st Floor, on the 06/20/2017, at the hour of 9:30 a.m., to consider the above request where and when any person may appear and be heard.

For further information regarding this case, please contact Libbie Adams at the Department of Community and Economic Development, 4430 S. Adams County Pkwy, Brighton, CO 80601, 720.523.6855. This is also the location where the maps and/or text certified by the Planning Commission may be viewed.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS  
KAREN LONG, CLERK OF THE BOARD

**TO BE PUBLISHED IN THE [May 18, 2017](#) ISSUE OF THE Westminster Window / Northglenn Thornton Sentinel**

Please reply to this message by email to confirm receipt or call 720-523-6800

**Exhibit 6.5 Referral Agency  
Labels**

Adams County Development Services - Building  
Attn: Justin Blair  
4430 S Adams County Pkwy  
Brighton CO 80601

COMCAST  
Attn: JOE LOWE  
8490 N UMITILLA ST  
FEDERAL HEIGHTS CO 80260

Adams County Fire Protection District  
Attn: Chris Wilder  
8055 N. WASHINGTON ST.  
DENVER CO 80229

Engineering Department - ROW  
Attn: Transportation Department  
PWE - ROW

Engineering Division  
Attn: Transportation Department  
PWE

ENVIRONMENTAL ANALYST  
Attn: Jen Rutter  
PLN

Century Link, Inc  
Attn: Brandyn Wiedreich  
5325 Zuni St, Rm 728  
Denver CO 80221

Code Compliance Supervisor  
Attn: Eric Guenther  
eguenther@adcogov.org

METRO WASTEWATER RECLAMATION  
Attn: CRAIG SIMMONDS  
6450 YORK ST.  
DENVER CO 80229

COLORADO DEPT OF TRANSPORTATION  
Attn: Steve Loeffler  
2000 S. Holly St.  
Region 1  
Denver CO 80222

North Washington Street Water & San Dist  
Attn: Joe James  
3172 E 78th Ave  
Denver CO 80229

NS - Code Compliance  
Attn: Andy San Nicolas  
asannicolas@adcogov.org

NS - Code Compliance  
Attn: Gail Moon  
gmoon@adcogov.org

Parks and Open Space Department  
Attn: Nathan Mosley  
mpedrucci@adcogov.org  
aclark@adcogov.org

TRI-COUNTY HEALTH DEPARTMENT  
Attn: Sheila Lynch  
6162 S WILLOW DR, SUITE 100  
GREENWOOD VILLAGE CO 80111

TRI-COUNTY HEALTH DEPARTMENT  
Attn: MONTE DEATRICH  
4201 E. 72ND AVENUE SUITE D  
COMMERCE CITY CO 80022

Tri-County Health: Mail CHECK to Sheila Lynch  
Attn: Tri-County Health  
landuse@tchd.org

Xcel Energy  
Attn: Donna George  
1123 W 3rd Ave  
DENVER CO 80223

Xcel Energy  
Attn: Donna George  
1123 W 3rd Ave  
DENVER CO 80223

**Exhibit 6.6 Property  
Owner Labels**

6700 RACE LLC  
133 BUENA VISTA DR  
NEWPORT NC 28570-8119

CONTRERAS MIGUEL  
2061 E 68TH AVE  
DENVER CO 80229

ALIRES TOMAS F AND  
WILSON HEATHER  
2100 E 68TH AVE  
DENVER CO 80229

COUNTY OF ADAMS THE  
4430 SOUTH ADAMS COUNTY PKWY  
BRIGHTON CO 80601-8204

ANTIKAINEN PROPERTIES LLP  
8030 DOWNING DR  
DENVER CO 80229-5548

COXSEY JOYCE ANN  
2080 E 68TH PL  
DENVER CO 80229-7304

B AND G PROPERTIES LLC  
2401 E 88TH AVE  
THORNTON CO 80229-4677

DAVIS DONNA K AND DAVIS SAMUEL G  
2050 E 68TH AVE  
THORNTON CO 80229

BALISTRERI JULIE A  
2070 E 68TH AVE  
DENVER CO 80229

DI GIACOMO ROXANNE  
6820 YORK ST  
DENVER CO 80229

BRIENZA RUTH AND  
BRIENZA EUGENE J  
2030 E 68TH AVE  
DENVER CO 80229-7319

DI GIACOMO ROXANNE AND  
DI GIACOMO SHARON AND SLAGEL DONNA M  
6820 YORK ST  
DENVER CO 80229-7309

BROWN M JAKE  
2081 E 68TH AVE  
DENVER CO 80229-7318

DOMENICO HOLDING LLLP  
7040 ELIZABETH ST  
DENVER CO 80229-7515

CHAPMAN RENEE/DEPINTO VICTOR AND  
DEPINTO RICK  
6702 YORK ST  
DENVER CO 80229-7322

FRANCISCO ANDREA  
2141 E 68TH AVE  
DENVER CO 80229-7316

CHAVEZ HOMERO AND  
GUEVARA CAROLINA CHAVEZ  
2060 E 68TH PL  
DENVER CO 80229

GAYTAN ESPINO SAUL  
6830 RACE ST  
DENVER CO 80229-7306

CLAICE DELORIS  
2041 E 68TH AVE  
DENVER CO 80229-7318

GIBNEY HARRY Z JR  
6880 RACE STREET  
DENVER CO 80229

GIBNEY HARRY Z JR AND  
GIBNEY LUCILLE  
6880 RACE ST  
DENVER CO 80229-7341

PERFORMANCE FOOD GROUP INC  
PO BOX 17161  
DENVER CO 80217-0161

GIBNEY JEFF  
6850 RACE ST  
DENVER CO 80229-7341

RIBOTA ADRIAN/GEORGINA/FELICITAS  
6690 YORK STREET  
DENVER CO 80228

HISAMOTO LORRAINE H  
2161 E 68TH AVE  
DENVER CO 80229-7316

ROYSTON ERIC  
6700 YORK ST  
DENVER CO 80229

HISAMOTO LORRAINE HIDEKO  
2161 E 68TH AVE  
DENVER CO 80229-7316

SCHWINDT SHARON J  
2240 E 68TH AVE  
DENVER CO 80229-7315

JAMES JOSEPH ANTHONY III  
5380 E 129TH WAY  
THORNTON CO 80241-2358

SHERWOOD JAMES HAROLD SR AND  
SHERWOOD TERRILL LYNN  
2101 E 68TH AVE  
DENVER CO 80229-7316

KING CAROL S  
6780 YORK STREET  
DENVER CO 80229-7307

TEEGEE AND COMPANY LLC  
2180 E 68TH AVENUE  
DENVER CO 80229

LEGACY INDUSTRIES LLC  
730 E 17TH ST STE 730  
DENVER CO 80202-3504

TORRES MARIA  
3821 W GREENWOOD PL  
DENVER CO 80236-2440

LEGACY INDUSTRIES LLC  
730 17TH ST STE 730  
DENVER CO 80202-3504

MARTINEZ MARIA DEL CARMEN  
6824 COLUMBINE ST  
DENVER CO 80229-7509

MEDINA FRANK  
2031 E 68TH AVE  
DENVER CO 80229-7345

## CERTIFICATE OF POSTING



I, Libbie Adams do hereby certify that I had the property posted at

2180 E 68th Ave

on May 11, 2017

in accordance with the requirements of the Adams County Zoning Regulations

A handwritten signature in black ink, appearing to read "Libbie Adams".

---

Libbie Adams

# Spear Security Rezoning

## RCU2017-00013

June 20, 2017

Board of County Commissioners

**Community and Economic Development**

**Case Manager: Libbie Adams**



# Request

- Rezone from Agriculture-1 (A-1) to Commercial-3 (C-3)

# Background

- Currently used as security office
- Received Conditional Use Permit in 2007

E 68<sup>th</sup> Avenue

Interstate 270

York Street



E 68<sup>th</sup> Avenue

R-1-C

Interstate 270

A-1

York Street

1825

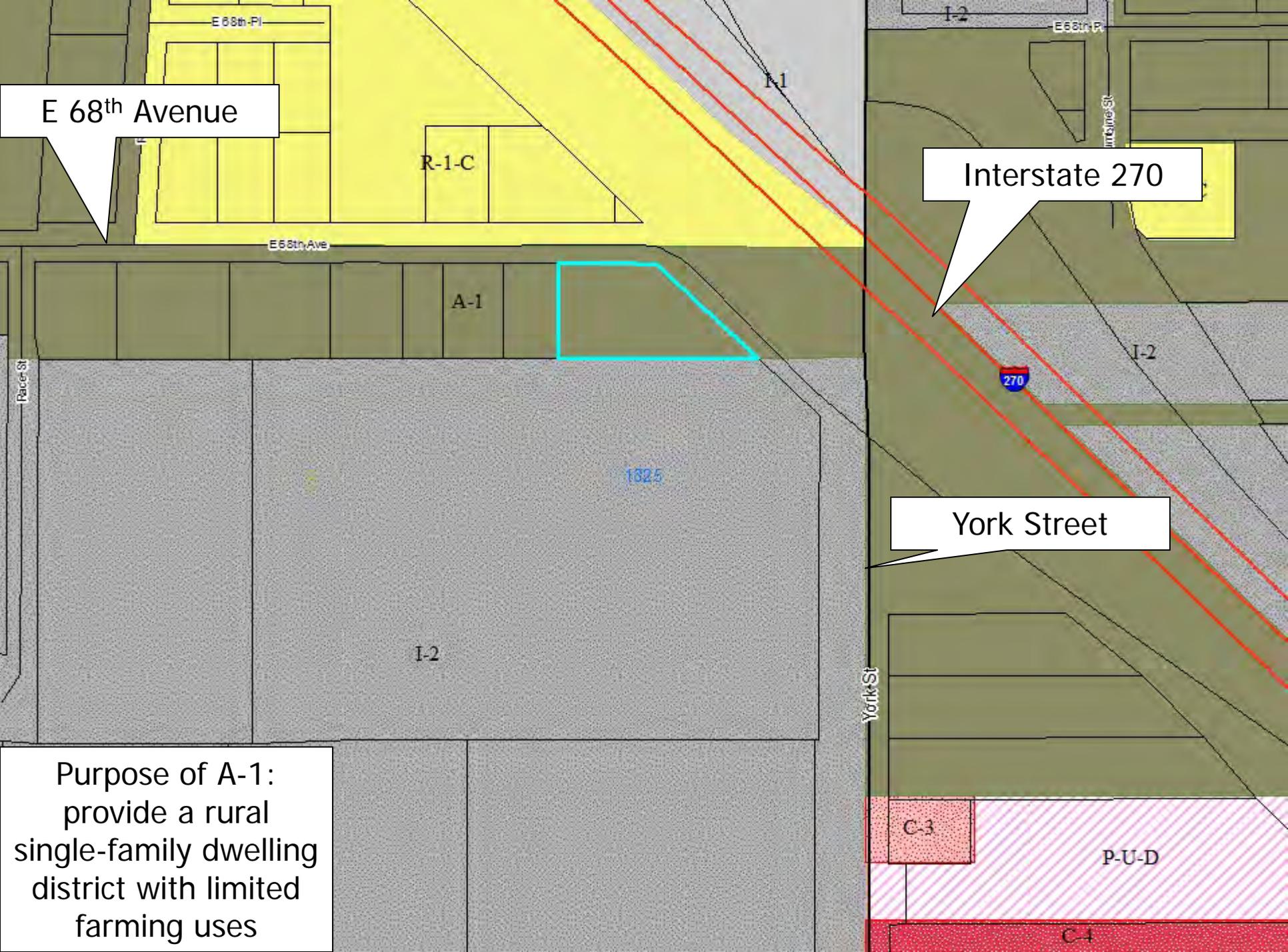
I-2

Purpose of A-1:  
provide a rural  
single-family dwelling  
district with limited  
farming uses

C-3

P-U-D

C-4



E 68<sup>th</sup> Avenue

R-1-C

Interstate 270

A-1

1825

I-2

York Street

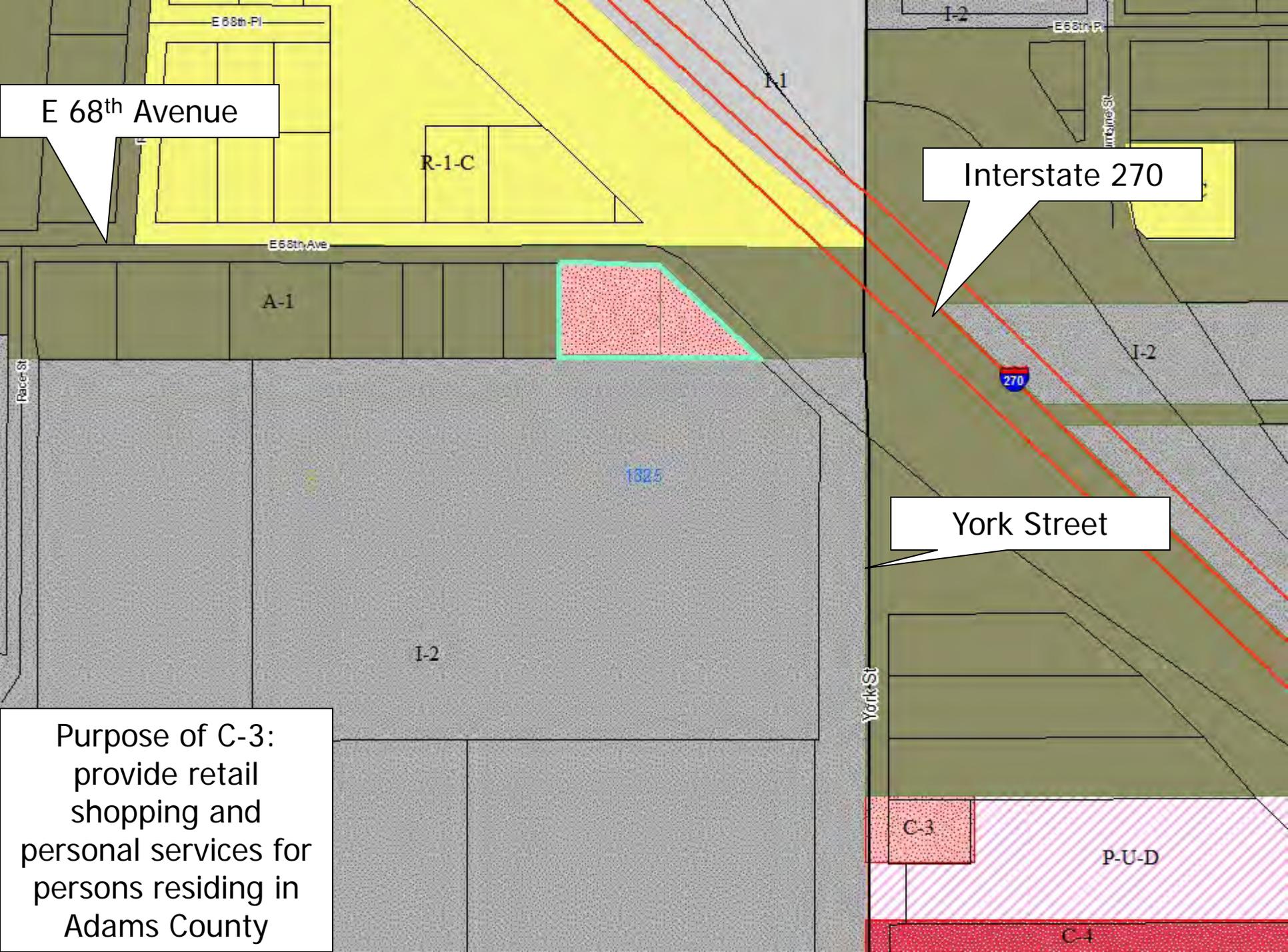
I-2

C-3

P-U-D

Purpose of C-3:  
provide retail  
shopping and  
personal services for  
persons residing in  
Adams County

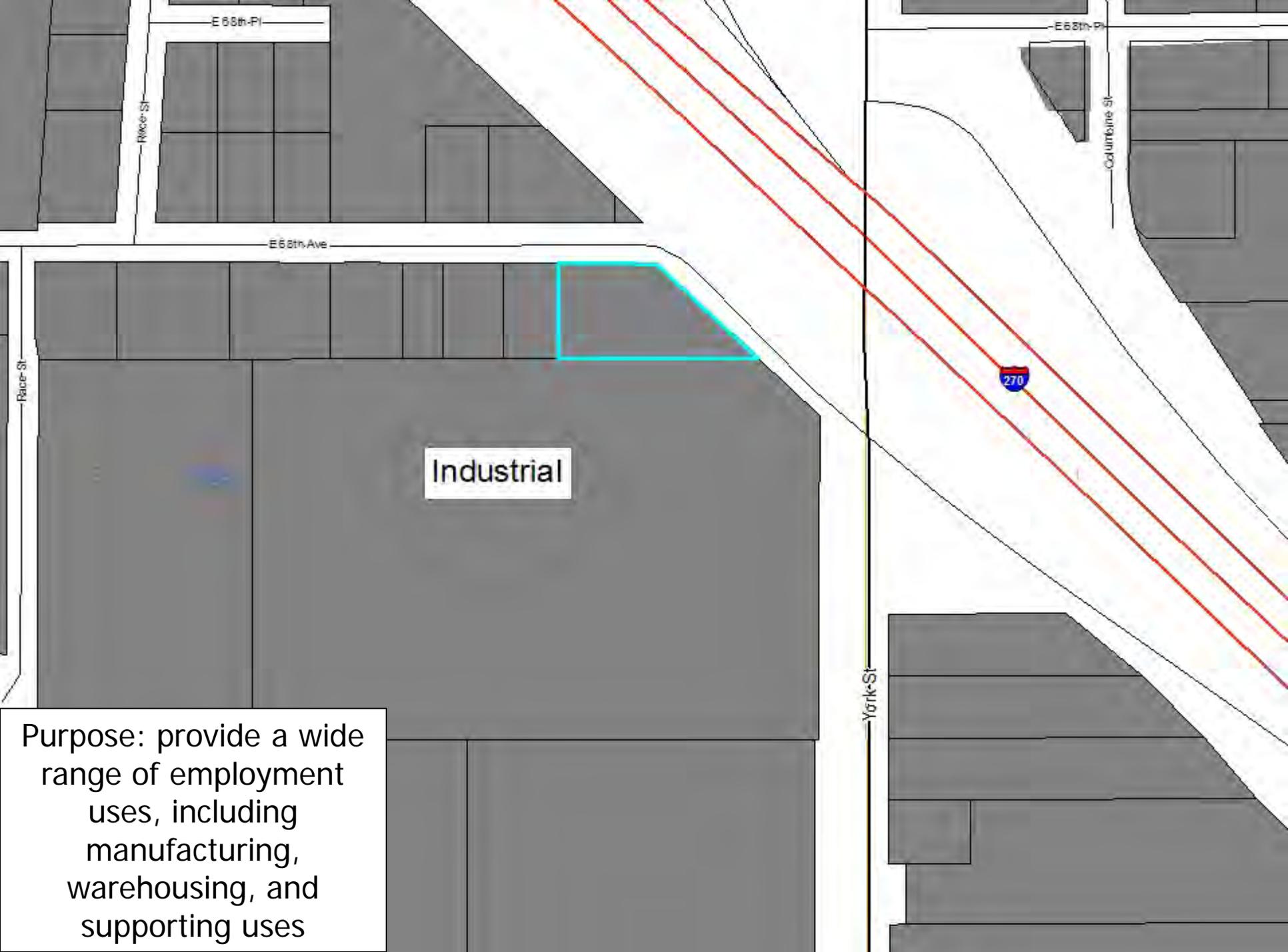
C-4



# Rezoning Criteria

Section 2-02-13-06-02

- Consistent with Comprehensive Plan
- Consistent with purposes of standards and regulations
- Complies with requirements of standards and regulations
- Compatible with surrounding area



Industrial

Purpose: provide a wide range of employment uses, including manufacturing, warehousing, and supporting uses

# C-3 Standards

Minimum lot size: none  
Minimum lot width: 75 feet



# Referral Comments

- No concerns:
  - CDOT, Tri County, and Xcel
- Development Services Engineering:
  - Shall use existing access
- Property Owners within 600 feet of subject site

Notifications Sent	Comments Received
37	4

- Concerned with other uses allowed in C-3

# Planning Commission Update

- PC heard this case on 5/25/17
  - Unanimous approval
  - No testimony from public

South from E 68<sup>th</sup> Ave



Looking west on the property



West along E 68<sup>th</sup> Ave



North from W 64<sup>th</sup> Ave



East along E 68<sup>th</sup> Ave



Looking Southwest into the site



# Staff Recommendation

- Staff determination is the request and the proposed use of the property is consistent with:
  - Adams County Development Standards and Regulations,
  - Surrounding area,
  - Comprehensive Plan,
- Staff recommends **Approval** based on 4 Findings-of-Fact and 1 note.

# Findings of Fact (Rezoning)

1. The Zoning Map amendment is consistent with the Adams County Comprehensive Plan.
2. The Zoning Map amendment is consistent with the purposes of these standards and regulations.
3. The Zoning Map amendment will comply with the requirements of these standards and regulations.
4. The Zoning Map amendment 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.

# Notes to Applicant

1. Per Section 3-20-07-06, the hours of operation shall be restricted to 7 a.m. to 12 a.m.