



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 27, 2017
9:30 AM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

4. AWARDS AND PRESENTATIONS

- A.** Proclamation Thanking the Volunteers of the Adams County Tax Preparation Program for Their Service

5. PUBLIC COMMENT

A. Citizen Communication

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

B. Elected Officials' Communication

6. CONSENT CALENDAR

- A.** List of Expenditures Under the Dates of June 12-15, 2017
- B.** Minutes of the Commissioners' Proceedings from June 20, 2017

- C.** Resolution Approving Memorandum of Understanding with Adams County, Adams County Education Consortium, Adams 14 Education Foundation, School District 27J, Mapleton Education Foundation, Westminster Public Schools Foundation, Strasburg 31J, Adams 12 Five Star Schools and Bennett School District 29J Regarding the Adams County Scholarship Fund
- D.** Resolution Approving Agreement between Adams County and Tri-County Health Department for Independent Oversight of Cell 3 Final Cover Construction at the Clean Harbors Deer Trail Hazardous Waste Treatment, Storage, and Disposal Facility
- E.** Resolution Approving Right-of-Way Agreement between Adams County, and Margaret Ann Rose and James Lee Ruscetta for Property Necessary for the York Street Improvements Project – York Street from East 78th Avenue to Highway 224
- F.** Resolution Approving Right-of-Way Agreement between Adams County and Fredric M. Sims, Trustee, for Property Necessary for the York Street Improvements Project – York Street from East 78th Avenue to Highway 224
- G.** Resolution Approving Right-of-Way Agreement between Adams County and Derek R. Metcalfe for Property Necessary for the York Street Improvements Project – York Street from East 78th Avenue to Highway 224
- H.** Resolution Accepting a Special Warranty Deed from the City of Commerce City to Adams County Conveying Property for Right-of-Way Purposes
- I.** Resolution Accepting a Warranty Deed from Phyllis Ermi and Frank J. Piroddi, Jr., to Adams County Conveying Property for Right-of-Way Purposes
- J.** Resolution Approving Grant Agreement between Adams County and State of Colorado for the District Attorney's Office Diversion Program for State Fiscal Year 2017/2018
- K.** Resolution Accepting a Correction Deed from South Adams County Water and Sanitation District and the City and County of Denver to Adams County Conveying Property for Right-of-Way Purposes
- L.** Resolution Accepting a Warranty Deed from Michael Fabrizio to Adams County Conveying Property for Right-of-Way Purposes
- M.** Resolution Accepting Special Warranty Deeds Conveying Property to Adams County for the Lowell Boulevard Street Improvements – West 62nd Avenue to West 68th Avenue
- N.** Resolution Accepting a Warranty Deed from Adams County School District 50 to Adams County for the Lowell Boulevard Street Improvements – West 62nd Avenue to West 68th Avenue
- O.** Resolution Accepting a Warranty Deed from Randy L Barnes to Adams County Conveying Property for Right-of-Way Purposes
- P.** Resolution Accepting Warranty Deeds from Jose A. B. Leroux and Lillian N. Leroux to Adams County Conveying Property for Right-of-Way Purposes
- Q.** Resolution Appointing Lindsay Lierman as a Member to the Family Preservation Commission

- R. Resolution Appointing Mary Doran as a Member to the Family Preservation Commission
- S. Resolution Appointing Amelia Fan as a Member of the Family Preservation Commission
- T. Resolution Appointing Deborah Hunt as a Member of the Family Preservation Commission
- U. Resolution Appointing Brian Kenna as a Member of the Family Preservation Commission
- V. Resolution Appointing Lewis Ortiz as a Member to the Family Preservation Commission
- W. Resolution Appointing Ellen Sandoval as a Member to the Family Preservation Commission
- X. Resolution Approving Option Letter #4 Amending the Contract between Adams County and the Denver Regional Council of Governments for the Community Transit (A-Lift) Program
- Y. Resolution Approving the Adams County Head Start Cost of Living Adjustment Supplemental Application
- Z. Resolution Approving a Lease & Management Agreement for the Willow Bay Property between the Trust for Public Land and Adams County

7. NEW BUSINESS

A. COUNTY MANAGER

- 1. Resolution Approving the Adams County 2017 Annual Action Plan
- 2. Resolution Approving Addendum Four to the Agreement between Adams County and the Community Reach Center for Therapeutic Intervention Services for Inmates at the Adams County Detention Center
- 3. Resolution Approving Amendment Three to an Agreement between Adams County and Granicus, Inc., for the Renewal of a Legislative Management Services Software System
- 4. Resolution Approving an Agreement with Intellectual Technology Inc., for Self Service Kiosks for the Motor Vehicle Department
- 5. Resolution Approving Agreement between Adams County and W.L. Contractors, Inc., to Provide Traffic Signal Maintenance and Emergency Repair Services
- 6. Resolution Approving Task Order One between Adams County and Jviation, Inc., for Consultant and Engineering Services for the Front Range Airport Taxiway A7 Rehabilitation

B. COUNTY ATTORNEY

- 8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Advising Negotiators Regarding Commerce City Urban Renewal Area**
- 9. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for the Purpose of Receiving Legal Advice Regarding Bargaining Policies**

10. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Negotiation Discussions Regarding Marijuana Sales Tax

11. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

County of Adams
Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	73,243.21
5	Golf Course Enterprise Fund	17,360.27
6	Equipment Service Fund	19,543.01
13	Road & Bridge Fund	8,443.42
19	Insurance Fund	73.30
25	Waste Management Fund	37,738.51
28	Open Space Sales Tax Fund	202.44
30	Community Dev Block Grant Fund	4,693.00
35	Workforce & Business Center	25,285.37
43	Front Range Airport	1,373.17
44	Water and Wastewater Fund	15.00
94	Sheriff Payables	19,408.00
		<u>207,378.70</u>

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709827	13040	ADCO DISTRICT ATTORNEY	06/12/17	294.05
00709828	298306	HUPFER DETOR LEVON	06/12/17	52.43
00709829	581490	MAYER LISA	06/12/17	231.76
00709830	39822	MOFFAT COUNTY SHERIFF	06/12/17	10.00
00709831	43279	PETERSON LINDA S	06/12/17	27.82
00709832	156818	PILMER RHODA	06/12/17	118.77
00709846	488944	PLUMB MARKETING	06/13/17	3,500.00
00709851	53190	ADCO COMMUNITY DEVELOPMENT	06/14/17	175.00
00709852	433987	ADCO DISTRICT ATTORNEY'S OFFIC	06/14/17	393.02
00709853	32273	ALL COPY PRODUCTS INC	06/14/17	87.95
00709855	410687	APPIAH NANA	06/14/17	194.00
00709856	55980	BOOGIE MACHINE INC	06/14/17	2,500.00
00709857	70522	BRIGHT'N JAZZ	06/14/17	350.00
00709861	5602	COLO DEPT OF LABOR & EMPLOYMEN	06/14/17	300.00
00709863	110762	COLORADO DEPT OF REVENUE	06/14/17	300.00
00709864	40374	COSTAR REALTY INFORMATION INC	06/14/17	2,808.39
00709866	610228	DE LA ROSA, MARICURZ	06/14/17	280.00
00709867	510586	EGAN PRINTING CO	06/14/17	910.00
00709868	28726	G & K SERVICES	06/14/17	199.42
00709870	600622	HI-PHI ENTERTAINMENT LLC	06/14/17	2,500.00
00709871	13545	INTL ASSN OF ASSESSING OFFICE	06/14/17	1,190.00
00709873	350718	LOBATO LAWRENCE JR	06/14/17	1,300.00
00709876	610501	NATIONAL ENTERTAINMENT GROUP	06/14/17	4,000.00
00709879	13774	NORTH PECOS WATER & SANITATION	06/14/17	215.16
00709881	610295	PANDAS & PEOPLE LLC	06/14/17	3,500.00
00709885	498750	SHOTGUN LULLABY	06/14/17	800.00
00709886	33604	STATE OF COLORADO	06/14/17	5.40
00709887	33604	STATE OF COLORADO	06/14/17	713.00
00709888	226229	TREECE ALFREY MUSAT & BOSWORTH	06/14/17	5,225.00
00709889	20730	UNITED STATES POSTAL SERVICE	06/14/17	1,240.00
00709890	13822	XCEL ENERGY	06/14/17	87.97
00709891	13822	XCEL ENERGY	06/14/17	52.52
00709892	592575	YEAR ROUND SOUND	06/14/17	550.00
00709894	91631	ADAMSON POLICE PRODUCTS	06/14/17	105.00
00709897	12012	ALSCO AMERICAN INDUSTRIAL	06/14/17	96.13
00709899	228213	ARAMARK REFRESHMENT SERVICES	06/14/17	679.62

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>
00709901	50320	BROOMFIELD POLICE DEPARTMENT	06/14/17	49.00
00709904	37266	CENTURY LINK	06/14/17	88.99
00709906	255001	COPYCO QUALITY PRINTING INC	06/14/17	501.76
00709907	13299	CSU UNIVERSITY RESOURCE CTR	06/14/17	232.50
00709908	248103	DS WATERS OF AMERICA INC	06/14/17	1,200.89
00709910	346534	FIRST CHOICE COFFEE SERVICES	06/14/17	118.90
00709912	34197	GOURD THADDEUS	06/14/17	510.39
00709914	13903	JEFFERSON COUNTY SHERIFF	06/14/17	40.00
00709915	536256	KRINKEE KENZIE	06/14/17	252.57
00709917	422240	MANN LACEY	06/14/17	694.43
00709918	87263	MILLER HEIDI	06/14/17	39.00
00709919	18440	NATL COMMISSION ON CORRECTIONA	06/14/17	3,866.00
00709921	13538	SHRED IT USA LLC	06/14/17	112.20
00709922	604002	SOPER CHRISTOPHER	06/14/17	131.08
00709923	13949	STRASBURG SANITATION	06/14/17	209.55
00709924	52553	SWEEPSTAKES UNLIMITED	06/14/17	40.00
00709925	52553	SWEEPSTAKES UNLIMITED	06/14/17	45.00
00709931	28617	VERIZON WIRELESS	06/14/17	2,221.82
00709932	344160	VIELMA MARIANA	06/14/17	158.00
00709933	610530	WARD JAMAL	06/14/17	281.04
00709934	7117	WORLD CONNECTIONS TRAVEL	06/14/17	1,136.00
00709935	13822	XCEL ENERGY	06/14/17	6,096.34
00709936	13822	XCEL ENERGY	06/14/17	39.69
00709937	13822	XCEL ENERGY	06/14/17	333.23
00709938	13822	XCEL ENERGY	06/14/17	58.82
00709945	609921	BACA LESLIE	06/14/17	75.00
00709946	609925	BLACK DONNA	06/14/17	400.00
00709947	545434	BOSSINGHAM CASANDRA	06/14/17	53.07
00709948	609545	BOWERS KAREN	06/14/17	75.00
00709950	422450	BRYANT ERIK	06/14/17	95.77
00709951	410662	CERVANTES TANYA	06/14/17	400.00
00709953	56601	C3S INCORPORATED	06/14/17	1,200.00
00709954	609549	DIAZ TAMAR	06/14/17	75.00
00709955	517202	EFENDIC ALMIR	06/14/17	150.00
00709956	315846	ENERGYCAP INC	06/14/17	4,830.00
00709957	609554	GARZA MAGDALENA	06/14/17	75.00

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>
00709958	258674	GO UP ELEVATOR INSPECTION SERV	06/14/17	1,565.00
00709959	609541	GONZALES ELENA	06/14/17	75.00
00709961	609543	HERNANDEZ LAURA	06/14/17	75.00
00709962	609919	HERRERA JOHN	06/14/17	75.00
00709963	33681	HYDRO PHYSICS	06/14/17	350.00
00709964	609542	MARTINEZ FRIDA	06/14/17	75.00
00709965	609922	MAYS CATHY	06/14/17	400.00
00709966	55549	MCGOFF AUTUMN	06/14/17	75.00
00709967	609551	MENDEZ PRIMAVERA	06/14/17	75.00
00709968	609918	MEZA LORELEI	06/14/17	75.00
00709969	93320	MILE HIGH TREE CARE INC	06/14/17	4,500.00
00709970	609555	MIRANDA MELISSA	06/14/17	75.00
00709971	609540	MOBERG RHONDA	06/14/17	75.00
00709972	609546	MORFIN MARIA	06/14/17	75.00
00709973	609920	MUNIZ ANITA	06/14/17	75.00
00709974	609550	OLIVAS LORENA	06/14/17	75.00
00709975	609923	PADILLA CHRISTINA	06/14/17	225.00
00709976	609552	PASILLAS MARIA	06/14/17	75.00
00709977	609928	POPIE NICHOLE	06/14/17	75.00
00709978	609556	PRIEN MICHELLE	06/14/17	150.00
00709981	609544	RIVERA REBECCA	06/14/17	75.00
00709982	312309	RODRIGUEZ ASHLEY	06/14/17	75.00
00709983	609924	RODRIGUEZ MARCO	06/14/17	650.00
00709984	609539	ROMERO SHONTELL	06/14/17	75.00
00709985	609927	RUPPLE LISA	06/14/17	75.00
00709987	609548	SANCHEZ PRICILLA	06/14/17	75.00
00709988	609547	SHELTON WENDY	06/14/17	75.00
00709989	609553	SMITH DESIREE	06/14/17	75.00
00709990	609929	SORENSEN SUSAN	06/14/17	106.00
00709991	293662	SUMMIT LABORATORIES INC	06/14/17	410.00
00709992	66264	SYSTEMS GROUP	06/14/17	2,122.17
00709994	277420	VANGORDER MIKE	06/14/17	55.64
00709995	199015	WALKER JUDY	06/14/17	75.00
00709996	13822	XCEL ENERGY	06/14/17	105.95
00709997	460009	YZAGUIRRE MAXINE	06/14/17	75.00

Fund Total**73,243.21**

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>
00709895	8579	AGFINITY INC	06/14/17	3,297.61
00709896	302764	AGFINITY INC	06/14/17	810.00
00709898	12012	ALSCO AMERICAN INDUSTRIAL	06/14/17	83.03
00709902	9822	BUCKEYE WELDING SUPPLY CO INC	06/14/17	26.00
00709903	274023	BURNCO COLORADO LLC	06/14/17	715.83
00709911	471639	FRISK SHANE R	06/14/17	370.00
00709913	804964	GRAINGER	06/14/17	172.49
00709926	1007	UNITED POWER (UNION REA)	06/14/17	720.07
00709927	1007	UNITED POWER (UNION REA)	06/14/17	166.97
00709928	1007	UNITED POWER (UNION REA)	06/14/17	3,408.04
00709929	1007	UNITED POWER (UNION REA)	06/14/17	151.15
00709930	1007	UNITED POWER (UNION REA)	06/14/17	6,343.54
00709939	13822	XCEL ENERGY	06/14/17	430.00
00709940	13822	XCEL ENERGY	06/14/17	665.54
Fund Total				17,360.27

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>
00709941	295403	ABRA AUTO BODY & GLASS	06/14/17	25.00
00709942	23962	ACS MANAGEMENT LLC	06/14/17	4,282.50
00709986	16237	SAM HILL OIL INC	06/14/17	15,235.51
			Fund Total	19,543.01

Net Warrants by Fund Detail

13Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709943	12012	ALSCO AMERICAN INDUSTRIAL	06/14/17	313.27
00709949	8909	BRANNAN SAND & GRAVEL COMPANY	06/14/17	2,671.15
00709960	12812	GROUND ENGINEERING CONSULTANTS	06/14/17	5,145.50
00709980	430098	REPUBLIC SERVICES #535	06/14/17	146.75
00709993	158184	UTILITY NOTIFICATION CENTER OF	06/14/17	166.75
			Fund Total	8,443.42

County of Adams
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>
00709865	483426	CUTTING JESSICA L	06/14/17	73.30
Fund Total				73.30

Net Warrants by Fund Detail

25Waste Management Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709944	535096	B & B ENVIRONMENTAL SAFETY INC	06/14/17	3,402.27
00709952	80146	COLO DEPT OF PUBLIC HEALTH & E	06/14/17	8,212.50
00709979	433702	QUANTUM WATER CONSULTING	06/14/17	26,123.74
			Fund Total	37,738.51

Net Warrants by Fund Detail

28

Open Space Sales Tax Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709882	69803	PETERSEN RENEE	06/14/17	202.44
Fund Total				202.44

County of Adams
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>
00709893	13047	ADAMS COUNTY HOUSING AUTHORITY	06/14/17	4,693.00
Fund Total				4,693.00

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>
00709854	585058	ANDERSEN NIEJHA	06/14/17	175.00
00709858	152461	CENTURYLINK	06/14/17	11.53
00709869	523361	HERNANDEZ-REYES YESENIA	06/14/17	175.00
00709872	609302	JUENGEL DREW	06/14/17	175.00
00709874	609898	MARTINEZ JOAQUIN	06/14/17	175.00
00709875	540215	MORWAY MICHELLE	06/14/17	175.00
00709877	609899	NINO MERCEDES	06/14/17	50.00
00709878	143339	NOBLE PHILLIPP	06/14/17	123.84
00709880	573122	OFORI SIKA	06/14/17	50.00
00709883	609900	RAMIREZ JANESSA	06/14/17	175.00
00709884	6469	RED ROCKS COMMUNITY COLLEGE	06/14/17	12,000.00
00709998	6469	RED ROCKS COMMUNITY COLLEGE	06/15/17	6,000.00
00709999	6469	RED ROCKS COMMUNITY COLLEGE	06/15/17	6,000.00
Fund Total				25,285.37

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>
00709900	228213	ARAMARK REFRESHMENT SERVICES	06/14/17	261.55
00709909	13410	EASTERN SLOPE RURAL TELEPHONE	06/14/17	80.22
00709916	80246	MAILFINANCE	06/14/17	635.40
00709920	37110	SB PORTA BOWL RESTROOMS INC	06/14/17	396.00
Fund Total				1,373.17

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>
00709905	2381	COLO ANALYTICAL LABORATORY	06/14/17	15.00
Fund Total				15.00

Net Warrants by Fund Detail

94Sheriff Payables

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709859	95935	CLERK OF THE COUNTY COURT	06/14/17	10,304.00
00709860	92474	COLO DEPT OF HUMAN SERVICES	06/14/17	8,415.00
00709862	44915	COLO JUDICIAL DEPT	06/14/17	689.00
			Fund Total	19,408.00

County of Adams
Net Warrants by Fund Detail

Grand Total 207,378.70

County of Adams
Vendor Payment Report

<u>4302</u>	<u>Airport Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Coffee					
	ARAMARK REFRESHMENT SERVICES	00043	898959	279431	06/06/17	130.77
					Account Total	130.77
	Equipment Rental					
	MAILFINANCE	00043	898962	279431	06/06/17	659.32
	MAILFINANCE	00043	898962	279431	06/06/17	23.92-
					Account Total	635.40
	Water/Sewer/Sanitation					
	SB PORTA BOWL RESTROOMS INC	00043	898963	279431	05/31/17	396.00
					Account Total	396.00
					Department Total	1,162.17

County of Adams
Vendor Payment Report

<u>4303</u>	<u>Airport FBO</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Coffee					
	ARAMARK REFRESHMENT SERVICES	00043	898959	279431	06/06/17	<u>130.78</u>
					Account Total	<u>130.78</u>
					Department Total	<u><u>130.78</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>
	Telephone					
	EASTERN SLOPE RURAL TELEPHONE	00043	898961	279431	06/06/17	<u>80.22</u>
					Account Total	<u>80.22</u>
					Department Total	<u><u>80.22</u></u>

County of Adams
Vendor Payment Report

<u>1041</u>	<u>County Assessor</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	INTL ASSN OF ASSESSING OFFICE	00001	899144	279734	06/08/17	1,190.00
					Account Total	1,190.00
	Maintenance Contracts					
	COSTAR REALTY INFORMATION INC	00001	899143	279734	06/08/17	2,808.39
					Account Total	2,808.39
	Operating Supplies					
	ALL COPY PRODUCTS INC	00001	899142	279734	06/08/17	87.95
					Account Total	87.95
	Printing External					
	PLUMB MARKETING	00001	899288	279955	06/12/17	3,500.00
					Account Total	3,500.00
					Department Total	<u>7,586.34</u>

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	899392	280181	06/14/17	5,225.00
					Account Total	5,225.00
	Mileage Reimbursements					
	SOPER CHRISTOPHER	00001	899150	279736	06/08/17	131.08
					Account Total	131.08
	Other Professional Serv					
	BROOMFIELD POLICE DEPARTMENT	00001	899151	279736	06/08/17	49.00
	JEFFERSON COUNTY SHERIFF	00001	899148	279736	06/08/17	40.00
	STATE OF COLORADO	00001	899390	280175	06/14/17	5.40
	SWEEPSTAKES UNLIMITED	00001	899146	279736	06/08/17	40.00
	SWEEPSTAKES UNLIMITED	00001	899149	279736	06/08/17	45.00
					Account Total	179.40
	Travel & Transportation					
	MILLER HEIDI	00001	899147	279736	06/08/17	39.00
					Account Total	39.00
					Department Total	<u>5,574.48</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>
	Travel & Transportation					
	VIELMA MARIANA	00001	899145	279736	06/08/17	<u>158.00</u>
					Account Total	<u>158.00</u>
					Department Total	<u><u>158.00</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>
	Destruction of Records					
	SHRED IT USA LLC	00001	898667	279202	06/02/17	112.20
					Account Total	112.20
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00001	898660	279202	06/02/17	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	898662	279202	06/02/17	18.41
	ALSCO AMERICAN INDUSTRIAL	00001	898663	279202	06/02/17	16.21
	ALSCO AMERICAN INDUSTRIAL	00001	898665	279202	06/02/17	16.21
	ALSCO AMERICAN INDUSTRIAL	00001	898666	279202	06/02/17	18.41
					Account Total	96.13
					Department Total	208.33

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					
	MAYER LISA	00001	899063	279614	06/07/17	84.53
	MAYER LISA	00001	899063	279614	06/07/17	91.27
	MAYER LISA	00001	899063	279614	06/07/17	55.96
	PILMER RHODA	00001	899062	279614	06/07/17	118.77
					Account Total	350.53
	Other Professional Serv					
	MOFFAT COUNTY SHERIFF	00001	899060	279614	06/07/17	10.00
					Account Total	10.00
	Travel & Transportation					
	PETERSON LINDA S	00001	899061	279614	06/07/17	27.82
					Account Total	27.82
	Witness Fees					
	ADCO DISTRICT ATTORNEY	00001	899058	279614	06/07/17	84.77
	ADCO DISTRICT ATTORNEY	00001	899058	279614	06/07/17	209.28
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	899178	279818	06/09/17	129.40
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	899178	279818	06/09/17	156.00
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	899178	279818	06/09/17	107.62
					Account Total	687.07
					Department Total	1,075.42

County of Adams
Vendor Payment Report

<u>9261</u>	<u>DA- Diversion Project</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	HUPFER DETOR LEVON	00001	899059	279614	06/07/17	<u>52.43</u>
					Account Total	<u>52.43</u>
					Department Total	<u><u>52.43</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>
	Travel & Transportation					
	APPIAH NANA	00001	899393	280181	06/14/17	<u>194.00</u>
					Account Total	<u>194.00</u>
					Department Total	<u><u>194.00</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>
	Clnt Trng-Tuition					
	RED ROCKS COMMUNITY COLLEGE	00035	898983	279563	06/07/17	6,000.00
	RED ROCKS COMMUNITY COLLEGE	00035	899718	280334	06/15/17	6,000.00
					Account Total	<u>12,000.00</u>
					Department Total	<u><u>12,000.00</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					
	ABRA AUTO BODY & GLASS	00006	899333	279865	06/12/17	25.00
	ACS MANAGEMENT LLC	00006	899331	279865	06/12/17	4,282.50
	SAM HILL OIL INC	00006	899330	279865	06/12/17	14,302.57
	SAM HILL OIL INC	00006	899332	279865	06/12/17	932.94
					Account Total	<u>19,543.01</u>
					Department Total	<u><u>19,543.01</u></u>

County of Adams
Vendor Payment Report

<u>9241</u>	<u>Extension- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	GOURD THADDEUS	00001	898967	279554	06/07/17	<u>510.39</u>
					Account Total	<u>510.39</u>
					Department Total	<u><u>510.39</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>
	Mileage Reimbursements					
	KRINKEE KENZIE	00001	898966	279554	06/07/17	252.57
	MANN LACEY	00001	898597	279168	06/02/17	694.43
					Account Total	947.00
	Operating Supplies					
	CSU UNIVERSITY RESOURCE CTR	00001	898968	279554	06/07/17	232.50
					Account Total	232.50
					Department Total	1,179.50

County of Adams
Vendor Payment Report

<u>1014</u>	<u>Finance</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	899162	279741	06/08/17	<u>1,240.00</u>
					Account Total	<u>1,240.00</u>
					Department Total	<u><u>1,240.00</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>
	Mileage Reimbursements					
	BRYANT ERIK	00001	899167	279742	06/08/17	20.33
	BRYANT ERIK	00001	899168	279742	06/08/17	75.44
	VANGORDER MIKE	00001	899166	279742	06/08/17	55.64
					Account Total	151.41
	Software and Licensing					
	ENERGYCAP INC	00001	899164	279742	06/08/17	4,830.00
					Account Total	4,830.00
					Department Total	4,981.41

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					
	Energy Cap Bill ID=7430	00001	899085	279706	06/02/17	<u>209.55</u>
					Account Total	<u>209.55</u>
					Department Total	<u><u>209.55</u></u>

County of Adams
Vendor Payment Report

<u>1113</u>	<u>FO - Children & Family Service</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	COLO DEPT OF LABOR & EMPLOYMEN	00001	899152	279739	06/08/17	30.00
	COLO DEPT OF LABOR & EMPLOYMEN	00001	899153	279739	06/08/17	30.00
	GO UP ELEVATOR INSPECTION SERV	00001	899170	279742	06/08/17	300.00
					Account Total	<u>360.00</u>
					Department Total	<u><u>360.00</u></u>

County of Adams
Vendor Payment Report

<u>1060</u>	<u>FO - Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	HYDRO PHYSICS	00001	899163	279742	06/08/17	<u>350.00</u>
					Account Total	<u>350.00</u>
					Department Total	<u><u>350.00</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>
	Buildings					
	C3S INCORPORATED	00050	899169	279742	06/08/17	1,200.00
					Account Total	1,200.00
	Gas & Electricity					
	Energy Cap Bill ID=7427	00050	899088	279706	05/24/17	58.82
					Account Total	58.82
					Department Total	1,258.82

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>
	Maintenance Contracts					
	MILE HIGH TREE CARE INC	00001	899175	279742	06/08/17	4,500.00
	SYSTEMS GROUP	00001	899165	279742	06/08/17	2,122.17
					Account Total	<u>6,622.17</u>
					Department Total	<u><u>6,622.17</u></u>

County of Adams
Vendor Payment Report

<u>1070</u>	<u>FO - Honnen/Plan&Devel/MV Ware</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	COLO DEPT OF LABOR & EMPLOYMEN	00001	899154	279739	06/08/17	30.00
	GO UP ELEVATOR INSPECTION SERV	00001	899172	279742	06/08/17	150.00
					Account Total	<u>180.00</u>
					Department Total	<u><u>180.00</u></u>

County of Adams
Vendor Payment Report

<u>1067</u>	<u>FO - Human Service Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	COLO DEPT OF LABOR & EMPLOYMEN	00001	899155	279739	06/08/17	30.00
	COLO DEPT OF LABOR & EMPLOYMEN	00001	899156	279739	06/08/17	30.00
	COLO DEPT OF LABOR & EMPLOYMEN	00001	899157	279739	06/08/17	30.00
	COLO DEPT OF LABOR & EMPLOYMEN	00001	899158	279739	06/08/17	30.00
	GO UP ELEVATOR INSPECTION SERV	00001	899171	279742	06/08/17	690.00
					Account Total	810.00
					Department Total	810.00

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>
	Building Repair & Maint					
	SUMMIT LABORATORIES INC	00001	899174	279742	06/08/17	<u>410.00</u>
					Account Total	<u>410.00</u>
					Department Total	<u><u>410.00</u></u>

County of Adams
Vendor Payment Report

<u>1072</u>	<u>FO - West Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7426	00001	899084	279706	05/30/17	<u>6,096.34</u>
					Account Total	<u>6,096.34</u>
					Department Total	<u><u>6,096.34</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>
	Maintenance Contracts					
	COLO DEPT OF LABOR & EMPLOYMEN	00001	899159	279739	06/08/17	30.00
	COLO DEPT OF LABOR & EMPLOYMEN	00001	899160	279739	06/08/17	30.00
	COLO DEPT OF LABOR & EMPLOYMEN	00001	899161	279739	06/08/17	30.00
	GO UP ELEVATOR INSPECTION SERV	00001	899173	279742	06/08/17	425.00
					Account Total	515.00
					Department Total	515.00

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>
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00001	899397	280181	06/14/17	<u>713.00</u>
					Account Total	<u>713.00</u>
					Department Total	<u><u>713.00</u></u>

County of Adams
Vendor Payment Report

<u>5026</u>	<u>Golf Course- Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Fuel, Gas & Oil					
	AGFINITY INC	00005	899003	279585	06/07/17	810.00
					Account Total	810.00
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	899017	279585	06/07/17	720.07
	UNITED POWER (UNION REA)	00005	899019	279585	06/07/17	3,408.04
	UNITED POWER (UNION REA)	00005	899020	279585	06/07/17	151.15
	UNITED POWER (UNION REA)	00005	899022	279585	06/07/17	3,715.69
	UNITED POWER (UNION REA)	00005	899022	279585	06/07/17	30.65
	XCEL ENERGY	00005	899021	279585	06/07/17	430.00
	XCEL ENERGY	00005	899023	279585	06/07/17	306.21
					Account Total	8,761.81
	Grounds Maintenance					
	AGFINITY INC	00005	899004	279585	06/07/17	918.91
	AGFINITY INC	00005	899005	279585	06/07/17	262.50
	AGFINITY INC	00005	899006	279585	06/07/17	1,114.20
	AGFINITY INC	00005	899007	279585	06/07/17	795.00
	AGFINITY INC	00005	899008	279585	06/07/17	207.00
	BESTWAY CONCRETE COMPANY	00005	899012	279585	06/07/17	524.67
	BESTWAY CONCRETE COMPANY	00005	899013	279585	06/07/17	191.16
					Account Total	4,013.44
	Repair & Maint Supplies					
	ALSCO AMERICAN INDUSTRIAL	00005	899009	279585	06/07/17	42.56
	ALSCO AMERICAN INDUSTRIAL	00005	899010	279585	06/07/17	40.47
	GRAINGER	00005	899015	279585	06/07/17	106.32
	GRAINGER	00005	899016	279585	06/07/17	66.17
					Account Total	255.52
	Vehicle Parts & Supplies					
	BUCKEYE WELDING SUPPLY CO INC	00005	899011	279585	06/07/17	26.00
	FRISK SHANE R	00005	899014	279585	06/07/17	370.00
					Account Total	396.00
					Department Total	14,236.77

County of Adams
Vendor Payment Report

<u>5021</u>	<u>Golf Course- Pro Shop</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	899018	279585	06/07/17	166.97
	UNITED POWER (UNION REA)	00005	899022	279585	06/07/17	2,597.20
	XCEL ENERGY	00005	899023	279585	06/07/17	359.33
					Account Total	<u>3,123.50</u>
					Department Total	<u><u>3,123.50</u></u>

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>
	Grants to Other Instit					
	ADAMS COUNTY HOUSING AUTHORITY	00030	899095	279715	06/08/17	<u>4,693.00</u>
					Account Total	<u>4,693.00</u>
					Department Total	<u><u>4,693.00</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>
	Mileage Reimbursements					
	WARD JAMAL	00001	899141	279732	06/08/17	<u>281.04</u>
					Account Total	<u>281.04</u>
					Department Total	<u><u>281.04</u></u>

County of Adams
Vendor Payment Report

<u>8622</u>	<u>Insurance -Benefits & Wellness</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	CUTTING JESSICA L	00019	899074	279621	06/07/17	<u>73.30</u>
					Account Total	<u>73.30</u>
					Department Total	<u><u>73.30</u></u>

County of Adams
Vendor Payment Report

<u>6201</u>	<u>Open Space Tax- Admin</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	PETERSEN RENEE	00028	899102	279718	06/08/17	<u>202.44</u>
					Account Total	<u>202.44</u>
					Department Total	<u><u>202.44</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=7428	00001	899086	279706	05/24/17	39.69
	Energy Cap Bill ID=7429	00001	899087	279706	05/26/17	333.23
					Account Total	<u>372.92</u>
					Department Total	<u><u>372.92</u></u>

County of Adams
Vendor Payment Report

<u>5010</u>	<u>PKS- Fair & Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Event Services					
	ADCO COMMUNITY DEVELOPMENT	00001	899176	279817	06/09/17	175.00
	COLORADO DEPT OF REVENUE	00001	899177	279817	06/09/17	300.00
					Account Total	475.00
	Fair Expenses-General					
	BOOGIE MACHINE INC	00001	898972	279564	06/07/17	2,500.00
	BRIGHT'N JAZZ	00001	898973	279564	06/07/17	350.00
	HI-PHI ENTERTAINMENT LLC	00001	898971	279564	06/07/17	2,500.00
	LOBATO LAWRENCE JR	00001	898974	279564	06/07/17	1,300.00
	NATIONAL ENTERTAINMENT GROUP	00001	899099	279718	06/08/17	4,000.00
	PANDAS 7 PEOPLE LLC	00001	899101	279718	06/08/17	3,500.00
	SHOTGUN LULLABY	00001	898975	279564	06/07/17	800.00
	YEAR ROUND SOUND	00001	898976	279564	06/07/17	550.00
					Account Total	15,500.00
	Fair Revenue-General					
	DE LA ROSA, MARICURZ	00001	899096	279718	06/08/17	280.00
					Account Total	280.00
	Mileage Reimbursements					
	BOSSINGHAM CASANDRA	00001	898922	279415	06/06/17	53.07
					Account Total	53.07
	Printing External					
	EGAN PRINTING CO	00001	899097	279718	06/08/17	910.00
					Account Total	910.00
	Regional Park Rentals					
	BACA LESLIE	00001	898920	279415	06/06/17	75.00
	BLACK DONNA	00001	898921	279415	06/06/17	400.00
	BOWERS KAREN	00001	898728	279279	06/05/17	75.00
	CERVANTES TANYA	00001	898923	279415	06/06/17	400.00
	DIAZ TAMAR	00001	898729	279279	06/05/17	75.00
	EFENDIC ALMIR	00001	898730	279279	06/05/17	150.00
	GARZA MAGDALENA	00001	898731	279279	06/05/17	75.00
	GONZALES ELENA	00001	898732	279279	06/05/17	75.00
	HERNANDEZ LAURA	00001	898733	279279	06/05/17	75.00
	HERRERA JOHN	00001	898924	279415	06/06/17	75.00

County of Adams
Vendor Payment Report

<u>5010</u>	<u>PKS- Fair & Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	MARTINEZ FRIDA	00001	898734	279279	06/05/17	75.00
	MAYS CATHY	00001	898925	279415	06/06/17	400.00
	MCGOFF AUTUMN	00001	898735	279279	06/05/17	75.00
	MENDEZ PRIMAVERA	00001	898736	279279	06/05/17	75.00
	MEZA LORELEI	00001	898926	279415	06/06/17	75.00
	MIRANDA MELISSA	00001	898737	279279	06/05/17	75.00
	MOBERG RHONDA	00001	898738	279279	06/05/17	75.00
	MORFIN MARIA	00001	898739	279279	06/05/17	75.00
	MUNIZ ANITA	00001	898927	279415	06/06/17	75.00
	OLIVAS LORENA	00001	898740	279279	06/05/17	75.00
	PADILLA CHRISTINA	00001	898928	279415	06/06/17	225.00
	PASILLAS MARIA	00001	898741	279279	06/05/17	75.00
	POPIE NICHOLE	00001	898929	279415	06/06/17	75.00
	PRIEN MICHELLE	00001	898742	279279	06/05/17	150.00
	RIVERA REBECCA	00001	898743	279279	06/05/17	75.00
	RODRIGUEZ ASHLEY	00001	898744	279279	06/05/17	75.00
	RODRIGUEZ MARCO	00001	898930	279415	06/06/17	650.00
	ROMERO SHONTELL	00001	898745	279279	06/05/17	75.00
	RUPPLE LISA	00001	898931	279415	06/06/17	75.00
	SANCHEZ PRICILLA	00001	898746	279279	06/05/17	75.00
	SHELTON WENDY	00001	898747	279279	06/05/17	75.00
	SMITH DESIREE	00001	898748	279279	06/05/17	75.00
	SORENSEN SUSAN	00001	898932	279415	06/06/17	106.00
	WALKER JUDY	00001	898933	279415	06/06/17	75.00
	YZAGUIRRE MAXINE	00001	898749	279279	06/05/17	75.00
					Account Total	4,506.00
					Department Total	21,724.07

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					
	XCEL ENERGY	00001	898750	279279	06/05/17	105.95
					Account Total	105.95
	Operating Supplies					
	G & K SERVICES	00001	899098	279718	06/08/17	199.42
					Account Total	199.42
					Department Total	305.37

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	899103	279718	06/08/17	87.97
	XCEL ENERGY	00001	899104	279718	06/08/17	52.52
					Account Total	140.49
	Water/Sewer/Sanitation					
	NORTH PECOS WATER & SANITATION	00001	899100	279718	06/08/17	215.16
					Account Total	215.16
					Department Total	355.65

County of Adams
Vendor Payment Report

<u>13</u>	<u>Road & Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ALSCO AMERICAN INDUSTRIAL	00013	899308	279865	06/12/17	75.10
	ALSCO AMERICAN INDUSTRIAL	00013	899309	279865	06/12/17	87.97
	ALSCO AMERICAN INDUSTRIAL	00013	899310	279865	06/12/17	75.10
	ALSCO AMERICAN INDUSTRIAL	00013	899311	279865	06/12/17	75.10
	BRANNAN SAND & GRAVEL COMPANY	00013	899314	279865	06/12/17	143.09
	BRANNAN SAND & GRAVEL COMPANY	00013	899315	279865	06/12/17	246.82
	BRANNAN SAND & GRAVEL COMPANY	00013	899316	279865	06/12/17	171.38
	BRANNAN SAND & GRAVEL COMPANY	00013	899317	279865	06/12/17	121.77
	BRANNAN SAND & GRAVEL COMPANY	00013	899318	279865	06/12/17	123.00
	BRANNAN SAND & GRAVEL COMPANY	00013	899319	279865	06/12/17	123.82
	BRANNAN SAND & GRAVEL COMPANY	00013	899320	279865	06/12/17	121.77
	BRANNAN SAND & GRAVEL COMPANY	00013	899321	279865	06/12/17	86.92
	BRANNAN SAND & GRAVEL COMPANY	00013	899322	279865	06/12/17	82.00
	BRANNAN SAND & GRAVEL COMPANY	00013	899323	279865	06/12/17	84.46
	BRANNAN SAND & GRAVEL COMPANY	00013	899324	279865	06/12/17	80.36
	BRANNAN SAND & GRAVEL COMPANY	00013	899325	279865	06/12/17	85.69
	BRANNAN SAND & GRAVEL COMPANY	00013	899326	279865	06/12/17	82.41
	BRANNAN SAND & GRAVEL COMPANY	00013	899327	279865	06/12/17	824.92
	BRANNAN SAND & GRAVEL COMPANY	00013	899328	279865	06/12/17	205.00
	BRANNAN SAND & GRAVEL COMPANY	00013	899329	279865	06/12/17	87.74
	GROUND ENGINEERING CONSULTANTS	00013	899303	279865	06/12/17	5,145.50
	REPUBLIC SERVICES #535	00013	899313	279865	06/12/17	146.75
	UTILITY NOTIFICATION CENTER OF	00013	899312	279865	06/12/17	166.75
					Account Total	8,443.42
					Department Total	8,443.42

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	899396	280181	06/14/17	8,415.00
					Account Total	8,415.00
	Family Friendly Fee					
	COLO JUDICIAL DEPT	00094	899395	280181	06/14/17	689.00
					Account Total	689.00
	State Surcharge					
	CLERK OF THE COUNTY COURT	00094	899394	280181	06/14/17	10,304.00
					Account Total	10,304.00
					Department Total	<u>19,408.00</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>
	Other Communications					
	VERIZON WIRELESS	00001	899070	279607	06/07/17	<u>281.57</u>
					Account Total	<u>281.57</u>
					Department Total	<u><u>281.57</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					
	ARAMARK REFRESHMENT SERVICES	00001	899054	279607	06/07/17	<u>180.00</u>
					Account Total	<u>180.00</u>
					Department Total	<u><u>180.00</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	899054	279607	06/07/17	499.62
					Account Total	499.62
	Other Communications					
	VERIZON WIRELESS	00001	899070	279607	06/07/17	452.50
					Account Total	452.50
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	899056	279607	06/07/17	35.00
					Account Total	35.00
					Department Total	<u>987.12</u>

County of Adams
Vendor Payment Report

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	899070	279607	06/07/17	<u>199.23</u>
					Account Total	<u>199.23</u>
					Department Total	<u><u>199.23</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>
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	899066	279607	06/07/17	301.60
					Account Total	301.60
	Other Communications					
	CENTURY LINK	00001	899055	279607	06/07/17	88.99
					Account Total	88.99
					Department Total	390.59

County of Adams
Vendor Payment Report

<u>2071</u>	<u>SHF- Detention Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	899064	279607	06/07/17	607.92
	DS WATERS OF AMERICA INC	00001	899067	279607	06/07/17	68.20
					Account Total	676.12
	Other Communications					
	VERIZON WIRELESS	00001	899070	279607	06/07/17	295.59
					Account Total	295.59
	Other Professional Serv					
	NATL COMMISSION ON CORRECTIONA	00001	899069	279607	06/07/17	3,866.00
					Account Total	3,866.00
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	899072	279607	06/07/17	466.76
					Account Total	466.76
					Department Total	5,304.47

County of Adams
Vendor Payment Report

<u>2072</u>	<u>SHF- Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	899070	279607	06/07/17	<u>29.24</u>
					Account Total	<u>29.24</u>
					Department Total	<u><u>29.24</u></u>

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>
	Other Communications					
	VERIZON WIRELESS	00001	899070	279607	06/07/17	<u>62.40</u>
					Account Total	<u>62.40</u>
					Department Total	<u><u>62.40</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>
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	899057	279607	06/07/17	171.82
					Account Total	171.82
	Other Communications					
	VERIZON WIRELESS	00001	899070	279607	06/07/17	715.74
					Account Total	715.74
	Uniforms & Cleaning					
	ADAMSON POLICE PRODUCTS	00001	899073	279607	06/07/17	105.00
					Account Total	105.00
					Department Total	<u>992.56</u>

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					
	WORLD CONNECTIONS TRAVEL	00001	899071	279607	06/07/17	1,136.00
					Account Total	1,136.00
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	899065	279607	06/07/17	51.35
	FIRST CHOICE COFFEE SERVICES	00001	899068	279607	06/07/17	118.90
					Account Total	170.25
	Other Communications					
	VERIZON WIRELESS	00001	899070	279607	06/07/17	40.01
					Account Total	40.01
					Department Total	1,346.26

County of Adams
Vendor Payment Report

<u>2005</u>	<u>SHF- TAC Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	899070	279607	06/07/17	145.54
					Account Total	145.54
					Department Total	145.54

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					
	CENTURYLINK	00035	898985	279563	06/07/17	11.53
					Account Total	11.53
					Department Total	11.53

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	899304	279865	06/12/17	3,402.27
	COLO DEPT OF PUBLIC HEALTH & E	00025	899305	279865	06/12/17	2,100.00
	COLO DEPT OF PUBLIC HEALTH & E	00025	899306	279865	06/12/17	6,112.50
	QUANTUM WATER CONSULTING	00025	899307	279865	06/12/17	26,123.74
					Account Total	37,738.51
					Department Total	37,738.51

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	898960	279431	06/06/17	<u>15.00</u>
					Account Total	<u>15.00</u>
					Department Total	<u><u>15.00</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					
	NOBLE PHILLIPP	00035	898987	279563	06/07/17	82.39
					Account Total	82.39
	Travel & Transportation					
	NOBLE PHILLIPP	00035	898987	279563	06/07/17	9.00
					Account Total	9.00
					Department Total	<u>91.39</u>

County of Adams
Vendor Payment Report

<u>97200</u>	<u>WIA ADULT PROGRAM</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Clnt Trng-Tuition					
	RED ROCKS COMMUNITY COLLEGE	00035	898984	279563	06/07/17	6,000.00
	RED ROCKS COMMUNITY COLLEGE	00035	899719	280334	06/15/17	6,000.00
					Account Total	<u>12,000.00</u>
					Department Total	<u><u>12,000.00</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					
	ANDERSEN NIEJHA	00035	898969	279563	06/07/17	175.00
	HERNANDEZ-REYES YESENIA	00035	898970	279563	06/07/17	175.00
	JUENGEL DREW	00035	898977	279563	06/07/17	175.00
	MARTINEZ JOAQUIN	00035	898978	279563	06/07/17	175.00
	NINO MERCEDES	00035	898980	279563	06/07/17	50.00
	OFORI SIKA	00035	898981	279563	06/07/17	50.00
					Account Total	800.00
					Department Total	800.00

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					
	MORWAY MICHELLE	00035	898979	279563	06/07/17	175.00
	RAMIREZ JANELLA	00035	898982	279563	06/07/17	175.00
					Account Total	350.00
					Department Total	350.00

County of Adams
Vendor Payment Report

<u>99200</u>	<u>10% Discretionary Grant (CIMS)</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	NOBLE PHILLIPP	00035	898988	279563	06/07/17	<u>32.45</u>
					Account Total	<u>32.45</u>
					Department Total	<u><u>32.45</u></u>

County of Adams
Vendor Payment Report

Grand Total 207,378.70

**MINUTES OF COMMISSIONERS' PROCEEDINGS FOR
TUESDAY, JUNE 20, 2017**

1. ROLL CALL

Present: All Commissioners present.

Excused:

2. PLEDGE OF ALLEGIANCE (09:08 AM)

3. MOTION TO APPROVE AGENDA (09:08 AM)

Motion to Approve 3. MOTION TO APPROVE AGENDA with postponing item 7A7 to a future meeting date. Moved by Mary Hodge, seconded by Steve O'Dorisio, unanimously carried.

4. AWARDS AND PRESENTATIONS (09:09 AM)

5. PUBLIC COMMENT (09:09 AM)

A. Citizen Communication (09:09 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 (09:12 AM)

6. CONSENT CALENDAR (09:12 AM)

A. 17-410 List of Expenditures Under the Dates May 22-25, 2017

B. 17-425 List of Expenditures Under the Dates of May 25-June 2, 2017

C. 17-452 List of Expenditures Under the Dates of June 5-9, 2017

D. 17-421 Minutes of the Commissioners' Proceedings from May 30, 2017

E. 17-442 Adams County Treasurer's Summary May 1-31, 2017

F. 17-389 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. 17-408 Resolution Approving the Second Amendment to Agreement between Adams County and CareHere Management, PLLC, to Install and Maintain the Propel Wellness Software System

H. 17-413 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.

- 17-415 Resolution Accepting a Warranty Deed from J & J Scott Family Partnership LLLP to Adams County Conveying Property for Right-of-Way Purposes
- J. 17-416 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. 17-417 Resolution Accepting a Warranty Deed from Michael Fabrizio to Adams County Conveying Property for Right-of-Way Purposes
- L. 17-418 Resolution Accepting a Warranty Deed from James Stewart to Adams County Conveying Property for Right-of-Way Purposes
- M. 17-419 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. 17-420 Resolution Appointing Michael E. Eggleston as an Alternate Member to the Board of Fire Code Appeals
- O. 17-422 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. 17-423 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. 17-427 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. 17-428 Resolution Approving an Agreement for Purchase of Real Property for the Willow Bay Property between the Trust for Public Land and Adams County
- S. 17-429 Resolution Accepting a Permanent Drainage Easement from Holly Investment Company to Adams County for Drainage Purposes
- T. 17-430 Resolution Accepting a Permanent Drainage Easement from 5333 Mattress King, LLC, to Adams County for Drainage Purposes
- U. 17-431 Resolution Accepting an Access Easement from Brighton School District 27J to Adams County for Access Purposes
- V. 17-432 Resolution Accepting an Access Easement from Holly Investment Company to Adams County for Access Purposes
- W. 17-433 Resolution Accepting a Permanent Drainage Easement from Holly Investment Company to Adams County for Drainage Purposes
- X. 17-434 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. 17-435 Resolution Approving Ambulance Service License for the City of Westminster Fire Department

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

7. NEW BUSINESS (09:13 AM)

A. COUNTY MANAGER (09:13 AM)

1. 17-438 Resolution Authorizing Second Supplemental Appropriation to the 2017 Adams County Budget (09:13 AM)

Motion to Approve 1. 17-438 Resolution Authorizing Second Supplemental Appropriation to the 2017 Adams County Budget Moved by Mary Hodge, seconded by Steve O'Dorisio, passed with a roll call vote 4:1.

2. 17-365 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 (09:15 AM)

Motion to Approve 2. 17-365 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 Moved by Erik Hansen, seconded by Steve O'Dorisio, unanimously carried.

3. 17-387 Resolution Accepting a Bid and Awarding an Agreement to Hoffman Southwest Corp. dba Professional Pipe Services, for Video Inspection and Maintenance of Stormwater Infrastructure (09:18 AM)

Motion to Approve 3. 17-387 Resolution Accepting a Bid and Awarding an Agreement to Hoffman Southwest Corp. dba Professional Pipe Services, for Video Inspection and Maintenance of Stormwater Infrastructure Moved by Mary Hodge, seconded by Steve O'Dorisio, unanimously carried.

4. 17-388 Resolution Accepting a Bid from and Awarding a Contract to Noraa Concrete Construction Corporation for the 2017 Miscellaneous Concrete Program for Public Works (09:21 AM)

Motion to Approve 4. 17-388 Resolution Accepting a Bid from and Awarding a Contract to Noraa Concrete Construction Corporation for the 2017 Miscellaneous Concrete Program for Public Works Moved by Erik Hansen, seconded by Mary Hodge, unanimously carried.

5. 17-401 Resolution Approving Agreement between Adams County and EP&A Envirotac, Inc., to Provide Acrylic Based Soil Stabilizing Polymer for Public Works (09:23 AM)

Motion to Approve 5. 17-401 Resolution Approving Agreement between Adams County and EP&A Envirotac, Inc., to Provide Acrylic Based Soil Stabilizing Polymer for Public Works Moved by Steve O'Dorisio, seconded by Charles "Chaz" Tedesco, unanimously carried.

6. 17-436 Resolution Approving a Lease Agreement with Runbeck Election Services, Inc., for Ballot On Demand Printing Software and Equipment (09:30 AM)

Motion to Approve 6. 17-436 Resolution Approving a Lease Agreement with Runbeck Election Services, Inc., for Ballot On Demand Printing Software and Equipment Moved by Charles "Chaz" Tedesco, seconded by Mary Hodge, unanimously carried.

7. 17-440 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.

17-424 Resolution Awarding an Agreement to Black Roofing Incorporated for Recoating and Repair of the Gutters and Downspouts at the Adams County Detention Center (09:34 AM)

Motion to Approve 8. 17-424 Resolution Awarding an Agreement to Black Roofing Incorporated for Recoating and Repair of the Gutters and Downspouts at the Adams County Detention Center Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.

B. COUNTY ATTORNEY (09:36 AM)

1. 17-451 Second Reading and Adoption of Ordinance No. 9: Adams County Traffic Code (09:36 AM)

Motion to Approve 1. 17-451 Second Reading and Adoption of Ordinance No. 9: Adams County Traffic Code Moved by Mary Hodge, seconded by Erik Hansen, unanimously carried.

9. LAND USE HEARINGS (09:41 AM)

A. Cases to be Heard (09:41 AM)

1. 17-478 PRC2016-00014 Bartley Subdivision-Amendment No. 3 (09:41 AM)

Motion to Approve 1. 17-478 PRC2016-00014 Bartley Subdivision-Amendment No. 3 Moved by Erik Hansen, seconded by Steve O'Dorisio, unanimously carried.

2. 17-457 RCU2017-00013 Spear Security (10:28 AM)

Motion to Approve 2. 17-457 RCU2017-00013 Spear Security Moved by Mary Hodge, seconded by Steve O'Dorisio, unanimously carried.

10.ADJOURNMENT (10:38 AM)

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 27, 2017
SUBJECT: Adams County Scholarship Fund
FROM: Raymond H. Gonzales, Interim County Manager
AGENCY/DEPARTMENT: County Manager's Office
HEARD AT STUDY SESSION ON February 23, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approve a Memorandum of Understanding between Adams County, Adams County Education Consortium, Adams 14 Education Foundation, School District 27J, Mapleton Education Foundation, Westminster Public Schools Foundation, Strasburg 31J, Adams 12 Five Star Schools and Bennett School District 29J regarding the Adams County Scholarship Fund.

BACKGROUND:

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.

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. The purpose of the Memorandum of Understanding is to outline the roles and responsibilities of the partner agencies involved.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Education Consortium
Adams 14 Education Foundation
School District 27J
Mapleton Education Foundation
Westminster Public Schools Foundation
Strasburg 31J
Adams 12 Five Star Schools

ATTACHED DOCUMENTS:

Memorandum of Understanding
Resolution

FISCAL IMPACT:

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

Fund: 1
Cost Center: 9252

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5047		\$1,200,000
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$1,200,000</u>

	Object Account	Subledger	Amount
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:			
Total Expenditures:			<u>\$518,731</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 MEMORANDUM OF UNDERSTANDING WITH ADAMS COUNTY, ADAMS COUNTY EDUCATION CONSORTIUM, ADAMS 14 EDUCATION FOUNDATION, SCHOOL DISTRICT 27J, MAPLETON EDUCATION FOUNDATION, WESTMINSTER PUBLIC SCHOOLS FOUNDATION, STRASBURG 31J, ADAMS 12 FIVE STAR SCHOOLS AND BENNETT SCHOOL DISTRICT 29J REGARDING THE ADAMS COUNTY SCHOLARSHIP FUND

Resolution 2017

WHEREAS, the Adams County, Colorado, the Adams County Education Consortium, the Adams 14 Education Foundation, School District 27J, the Mapleton Education Foundation, the Westminster Public Schools Foundation, Strasburg 31J, Adams 12 Five Star Schools, and Bennett School District 29J wish to enhance the opportunity for students within Adams County to enter post-secondary education; and,

WHEREAS, by means of the attached Memorandum of Understanding the above parties wish to set forth the parameters for operating the Adams County Scholarship Fund in order to meet their collective goal of enhancing the opportunity for Adams County students to enter post-secondary education.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Memorandum of Understanding with Adams County, Colorado, the Adams County Education Consortium, the Adams 14 Education Foundation, School District 27J, the Mapleton Education Foundation, the Westminster Public Schools Foundation, Strasburg 31J, Adams 12 Five Star Schools, and Bennett School District 29J regarding the Adams County Scholarship Fund, a copy of which is attached hereto and incorporated herein by this reference, be hereby approved.

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

MEMORANDUM OF UNDERSTANDING BETWEEN ADAMS COUNTY, ADAMS COUNTY EDUCATION CONSORTIUM, ADAMS 14 EDUCATION FOUNDATION, SCHOOL DISTRICT 27J, MAPLETON EDUCATION FOUNDATION, WESTMINSTER PUBLIC SCHOOLS FOUNDATION, STRASBURG 31J, ADAMS 12 FIVE STAR SCHOOLS AND BENNETT SCHOOL DISTRICT 29J REGARDING THE ADAMS COUNTY SCHOLARSHIP FUND.

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered this ___ day of ____, 2017, between Adams County, located at 4430 S. Adams County Parkway, Brighton, CO 80601; Adams County Education Consortium, located at 1220 Pecos St. #100, Westminster, CO 80234; Adams 14 Education Foundation, located at 5291 E 60th Ave., Commerce City, CO 80022; School District 27J located at 18551 E 160th Ave., Brighton, CO 80601; Mapleton Education Foundation located at 9291 Clayton St., Thornton, CO 80229; Westminster Public Schools Foundation, located at 7002 Raleigh St., Westminster, CO 80030; Strasburg 31J, located at 56729 E. Colorado Ave., Strasburg, CO 80136; Adams 12 Five Star Schools, located at 1500 E. 128th Ave., Thornton, CO 80241; and Bennett School District 29J, located at 610 7th Street, Bennett, CO 80102.

WHEREAS, Adams County, Adams County Education Consortium and school districts are in an agreement to enhance the opportunity for students within Adams County to enter into post-secondary education.

WHEREAS, Adams County has selected Adams County Education Consortium to be the fiscal agent responsible for the Colorado Opportunity Scholarship Initiative grant; and,

WHEREAS, in its capacity as fiscal agent for Adams County, Adams County Education Consortium submitted an application for the State of Colorado’s, Department of Higher Education, Colorado Opportunity Scholarship Initiative grant (“Grant”); and,

WHEREAS, Adams County Education Consortium was awarded \$1,037,462.00 to disperse between Adams 14 Education Foundation, 27J Education Foundation, Mapleton Education Foundation, Westminster Public Schools Foundation, Strasburg 31J, Adams 12 Five Star Schools and Bennett School District 29J, in accordance with the funding allocation set forth by the Grant; and,

NOW, THEREFORE, the parties mutually agree as follows:

1. Adams County Education Consortium shall continue to act as the applicant and fiscal agent for the funds received pursuant to the Grant and shall be solely responsible for complying with all state requirements in administering the Grant funds.
2. Adams County Education Consortium allotment under the Grant is \$25,936.55 to be used to administer the Grant program between Adams 14 Education Foundation, 27J Education Foundation, Mapleton Education Foundation, District 50 Foundation, Strasburg 31J, Adams 12 Five Star Schools and Bennett 29J.
3. Adams County Education Consortium will be required to have sub grantee agreements between the following sub grantees:

- a. Adams 14 Education Foundation allotment under the Grant is \$141,894.39 to be used for the Adams County Scholarship Fund.
 - b. School District 27J allotment under the Grant is \$140,476.84 to be used for the Adams County Scholarship Fund.
 - c. Mapleton Education Foundation allotment under the Grant is \$110,441.58 to be used for the Adams County Scholarship Fund.
 - d. Westminster Public Schools Foundation allotment under the Grant is \$178,048.38 to be used for the Adams County Scholarship Fund.
 - e. Strasburg 31J allotment under the Grant is \$9,548.52 to be used for the Adams County Scholarship Fund.
 - f. Adams 12 Five Star Schools allotment under the Grant is \$422,990.56 to be used for the Adams County Scholarship Fund.
 - g. Bennett 29J allotment under the Grant is \$8,125.18 to be used for the Adams County Scholarship Fund.
4. Grant Funds must only be used for Colorado students whose income is determined to be between 0 and 250% of the maximum permissible income for the purpose of determining eligibility for Pell grants and participate in a rigor-based student success program.
 5. Grant Funds may only be used for students attending Colorado public institutions of higher education.
 6. Adams County Education Consortium shall ensure that funded projects maintain appropriate fiscal and program records and that fiscal audits of this program will be conducted by the Grantee as a part of its regular audits.
 7. The Sub grantee will comply with any applicable state and federal rules and regulations governing the distribution of scholarships.
 8. The term of this MOU shall be for the entire term of the Grant award period, which lasts until the grant funding has been spent.
 9. In providing services under this MOU, the Adams County Education Consortium acts as an independent contractor and not as an employee of Adams County. The Consortium shall be solely and entirely responsible for its acts and the acts of its employees, agents, servants, and subcontractors during the term and performance of this MOU. No employee, agent, servant, or subcontractor of the Consortium shall be deemed to be an employee, agent, or servant of Adams County because of the performance of any services or work under this MOU. The Consortium, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Consortium understands that it and its employees and servants are not entitled to workers' compensation benefits from Adams County. The Consortium further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this MOU.**

IN WITNESS WHEREOF, the parties have executed the within MOU as of the date appearing at the beginning of this MOU.

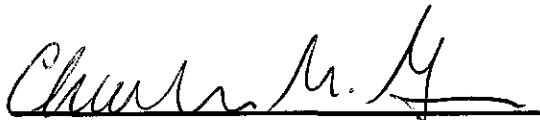
ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS

Chairman

Approved to Form:

Adams County Attorney's Office

ADAMS COUNTY EDUCATION CONSORTIUM



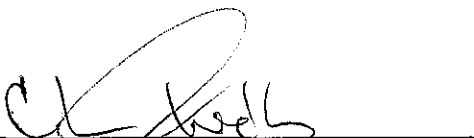
Executive Director

ADAMS 14 EDUCATION FOUNDATION



Executive Director

SCHOOL DISTRICT 27J




Superintendent


MAPLETON EDUCATION FOUNDATION


Executive Director


WESTMINSTER PUBLIC SCHOOLS FOUNDATION


Executive Director

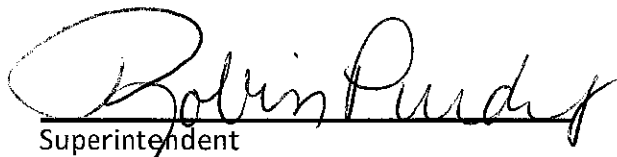
STRASBURG 31J


Superintendent

ADAMS 12 FIVE STAR SCHOOLS


Superintendent

BENNETT 29J


Superintendent



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 6/27/2017
SUBJECT: Agreement for Construction Oversight of Cell 3 Final Cover at Clean Harbors Deer Trail Hazardous Waste Treatment, Storage, and Disposal Facility
FROM: Norman Wright, Director, Community & Economic Development
AGENCY/DEPARTMENT: Community & Economic Development
HEARD AT STUDY SESSION ON n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Agreement between Adams County and the Tri-County Health Department for Construction Oversight of Cell 3 Final Cover at the Clean Harbors Deer Trail Hazardous Waste Treatment, Storage, and Disposal Facility.

BACKGROUND:

The Department of Community and Economic Development has been in negotiations with Tri-County Health Department (TCHD) to provide independent verification testing and oversight of the Cell 3 final cover at the Clean Harbors Hazardous Waste Facility. Case #EXG2012-00002 Condition Number 5 requires Clean Harbors to provide funding to Adams County to develop a monitoring and construction inspection program to be provided by TCHD.

An Agreement between Adams County and TCHD has been developed to provide monitoring and construction inspection services for Cell 3 final cover at the Clean Harbors Deer Trail Hazardous Waste Facility.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office
Tri-County Health Department

ATTACHED DOCUMENTS:

Agreement for Construction Oversight of Cell 3 Final Cover at Clean Harbors Deer Trail Hazardous Waste Treatment, Storage, and Disposal Facility.

FISCAL IMPACT:

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

Fund: 25
Cost Center: 9296.7635

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			25,000.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>25,000.00</u></u>

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

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

Additional Note:

Funding for this independent oversight will be provided from the Solid Waste Management Fund, 25-9296-7635, created for such purposes. The program cost will not exceed \$25,000.00 by contract. Clean Harbors pays a \$1,500 per acre fee for each cover construction event. Adams County will receive a one-time payment of \$18,000 for this 12 acre cover construction.

RESOLUTION APPROVING AGREEMENT BETWEEN ADAMS COUNTY AND TRI-COUNTY HEALTH DEPARTMENT FOR INDEPENDENT OVERSIGHT OF CELL 3 FINAL COVER CONSTRUCTION AT THE CLEAN HARBORS DEER TRAIL HAZARDOUS WASTE TREATMENT, STORAGE, AND DISPOSAL FACILITY

WHEREAS, Tri-County Health Department and Adams County have entered into discussions concerning independent verification, testing, and oversight of cell final cover construction at the Clean Harbors Deer Trail Hazardous Waste Treatment, Storage, and Disposal Facility; and,

WHEREAS, Tri-County Health Department has submitted a proposal to perform independent inspection of the final cap and cover construction for Cell 3 at the Clean Harbors Facility; and,

WHEREAS, this proposal would assist in protecting the health and safety of the citizens of Adams County; and,

WHEREAS, the proposed work is neither destructive nor duplicative of existing construction monitoring programs at the site; and,

WHEREAS, funds will be provided from the Solid Waste Management Fund, which has been created for such purposes.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Adams, State of Colorado, that the Agreement between Adams County and the Tri-County Health Department of Colorado for independent oversight of Cell 3 final cover construction at the Clean Harbors Deer Trail Hazardous Waste Treatment, Storage, and Disposal Facility, a copy of which is attached hereto and incorporated herein by this reference, is hereby accepted.

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

**AGREEMENT FOR CONSTRUCTION OVERSIGHT
FOR THE SECURE CELL 3 FINAL COVER AT
CLEAN HARBORS DEER TRAIL HAZARDOUS WASTE
TREATMENT, STORAGE AND DISPOSAL FACILITY**

THIS AGREEMENT is made and entered into as of the ___th day of May 2017, by and between the County of Adams, a political subdivision of the State of Colorado (hereafter "the County"), and Tri-County Health the Department, a political subdivision of the Counties of Adams, Arapahoe, and Douglas and the State of Colorado, with its principal offices located at 6162 South Willow Drive, Greenwood Village, Colorado (hereafter "TCHD").

RECITALS

- A. Clean Harbors Deer Trail, LLC is about to commence the construction of the final cover for Cell 3 at the Clean Harbors Deer Trail Hazardous Waste Treatment, Storage and Disposal Facility, located near the town of Last Chance in Adams County, Colorado; and
- B. TCHD has submitted a proposal to the County to perform independent construction oversight of the final cover for Cell 3; and
- C. The essential elements of the proposal by TCHD, as referenced above, are set forth in that certain document entitled "Tri-County Health Department Cell 3 Final Cover Construction Oversight Program, Clean Harbors Deer Trail Hazardous Waste Treatment, Storage and Disposal Facility", a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and
- D. Said proposal by TCHD would assist in protecting the health and safety of the citizens of the County; and
- E. Funds will be provided from the Hazardous Waste Management Fund which has been created for such purposes; and
- F. The County, by and through its Board of County Commissioners, has accepted the proposal from TCHD, as described above; and
- G. The County and TCHD mutually desire to embody their understanding and agreement in a written document as herein set forth.

IN CONSIDERATION OF the mutual obligations of the County and TCHD, as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and TCHD hereby agree as follows:

1. Performance by TCHD: TCHD shall perform independent construction oversight pursuant to the terms and conditions set forth in Exhibit A.
2. Limited Obligation: The obligations of the County and TCHD shall be limited to the independent construction oversight as set forth in Exhibit A, and subsequent services, if any, shall be subject to subsequent review and negotiation.
3. Oversight Fees: The County shall pay TCHD a fee not to exceed \$25,000 for the services to be provided by TCHD to the County. TCHD shall invoice the County following completion of the Final Report. The invoice will be prepared using the hourly rates set forth in Table 1 of Exhibit A.
4. TCHD Insurance: TCHD has adopted a plan of self-insurance, to the extent required under the protection afforded TCHD by the Colorado Governmental Immunity Act.
5. Period Reports: TCHD shall promptly report any significant findings to the County as soon as is practicable. TCHD shall submit a Final Summary Report upon the completion of the final cover construction for Cell 3.
6. Termination: Either the County or TCHD may terminate this Agreement by providing thirty (30) days advance written notice setting forth the effective date of termination. In the event of termination, TCHD shall cease work as of the effective date of the termination, but shall be compensated for all the work accomplished prior to the effective date of the termination.
7. Liaisons:

For TCHD:

Lisa Oliveto, REHS
Tri-County Health Department
4201 East 72nd Avenue, Suite D
Commerce City, Colorado 80022
Phone: (303) 288-6816

For the County: Jennifer Rutter
Senior Environmental Analyst
Community & Economic Development Department
4430 South Adams County Parkway, 1st Floor, Suite W2000A
Brighton, Colorado 80601
Phone: (720) 523-6841

8. Effective Date and Termination Date. This agreement shall become effective May 5, 2017. This agreement terminates on the day that the Colorado Department of Public Health and Environment gives final written approval for the final cover construction for Cell 3.

9. TABOR. This Agreement shall not constitute a multi-year fiscal obligation. This Agreement is subject to annual appropriation by the County. In the event the County fails to appropriate funds for this Agreement in any given year, the County may terminate this Agreement or amend it accordingly.

IN WITNESS WHEREOF the County, by and through its authorized officer and agent, and the Tri-County Health Department, by and through its authorized agent have executed this Agreement on the respective dates set forth below.

BOARD OF COUNTY COMMISSIONERS
 COUNTY OF ADAMS
 STATE OF COLORADO

By: _____
 Chair

Date: _____

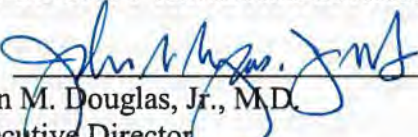
ATTEST:
 _____, CLERK

 Deputy

APPROVED AS TO FORM

 County Attorney

TRI-COUNTY HEALTH DEPARTMENT

By: 
 John M. Douglas, Jr., M.D.
 Executive Director

Date: 5/4/17

ATTEST:


 Patricia L Buckle
 Acting Director of Administration and Finance

Exhibit A
Tri-County Health Department
Cell3 Final Cover Construction Oversight Program
Clean Harbors Deer Trail Hazardous Waste
Treatment, Storage and Disposal Facility

INTRODUCTION

At the request of Adams County, Tri-County Health Department (TCHD) has prepared this proposal to conduct construction oversight for Cell 3 final cover construction at the Clean Harbors Deer Trail Hazardous Waste Treatment, Storage and Disposal Facility (CHDT) located near Last Chance in Adams County. Final cover construction is scheduled to commence in early May of 2017 and is scheduled to be completed by the end of September 2017. The Cell3 final cover components that are covered by this proposed program may include:

- Site Preparation and Earthwork
- Soils Construction
- Geocomposite Detection or Collection Layer
- Geomembrane Construction
- Geosynthetic Clay Liner Construction
- General Fill
- Topsoil
- Vegetation

PROGRAM DESCRIPTION

The goal of this program is to provide a limited amount of construction observation that is completely independent from and in addition to the Construction Quality Assurance Program (CQAP) that is conducted for the facility owner. The information collected from the construction observation will be utilized to evaluate the effectiveness of the owner's CQAP.

This program differs from past programs conducted at CHDT by TCHD in that primary emphasis will be placed on construction observation with no independent testing being conducted. The reason for this deviation is due to problems associated with conflicting lab data related to testing during previous projects. Should TCHD identify areas during cover construction where it feels additional testing needs to be conducted, TCHD will simply ask the Construction Quality Assurance Engineer (CQAE) to take additional samples for testing.

Exhibit A
Tri-County Health Department
Cell3 Final Cover Construction Oversight Program
Clean Harbors Deer Trail Hazardous Waste
Treatment, Storage and Disposal Facility

The major components of the program are:

- Review drawings, specifications and the construction quality assurance plan prior to commencement of construction and/or site visits.
- Attend pre-construction and weekly status meetings during construction as appropriate.
- Review and recommend approval/denial of any design changes that occur during construction.
- Limited observation of placement and compaction of fill to independently spot check that the requirements of Section II of the Construction Quality Assurance and Specifications Plan (CQASP) are being met.
- Limited observation of geosynthetic clay liner handling and storage to independently spot check that the requirements of Section III of the CQASP are being met.
- Limited observation of the geosynthetic clay liner installation to independently spot check that the requirements of Section III of the CQASP are being met.
- Limited observation of the geomembrane labeling, handling and storage to independently spot check that the requirements of Section IV of the CQASP are being met.
- Limited observation of the geomembrane installation to independently spot check that the requirements of Section IV of the CQASP are being met.
- Limited observation of the geocomposite labeling, handling and storage to independently spot check that the requirements of Section VII of the CQASP are being met.
- Limited observation of the geocomposite installation to independently spot check that the requirements of Section VII of the CQASP are being met.
- Review and preparation of comments on the draft Construction Quality Assurance and Certification Report following completion of construction.
- Preparation of a Final Report to Adams County.

Exhibit A
Tri-County Health Department
Cell3 Final Cover Construction Oversight Program
Clean Harbors Deer Trail Hazardous Waste
Treatment, Storage and Disposal Facility

CONSTRUCTION OBSERVATION

TCHD believes that independent construction oversight to spot check the performance of the contractor and CQA Engineer adds significant reassurance to the quality of the landfill construction. TCHD's supplemental construction oversight is intended to provide early identification and subsequent resolution of any concerns of the landfill construction and thus avoid problems during the certification phase of the project.

The number of days that will be spent constructing each component of Cell 3 final cover is unknown at this time. With the undefined schedule, the exact time frame that TCHD personnel will allocate to a given activity is also not defined. However, it is anticipated that the level of effort applied to any one component or oversight activity will be dependent upon the quality of the work being performed by the contractor, and the performance of CQA personnel.

Field observation will not be continuous. With limited resources, emphasis will be placed on observation of:

- Startup or initial operations
- Critical steps in the construction that cannot be verified except by field observation, e.g. placement of the synthetic liner over the barrier layer.
- Phases of construction where multiple activities are occurring simultaneously.

PROGRAM COSTS

TCHD proposes to conduct the above described construction observation program for an amount not to exceed \$25,000. Table I presents a breakdown of the estimated program costs. TCHD will not perform work outside of the above-described scope without coordinating the additional effort with Adams County.

Fee Schedule for Sentinel Consulting Services, LLC

SCHEDULE OF CHARGES



Client: TCHD

Project: Professional Services Regulatory Support

Date Prepared: March 7, 2017

These rates are effective January 1, 2016 and may be increased annually.

Professional Services	Project Engineer & Scientist	\$90 - \$125	Hour
	Senior Engineer & Scientist	\$125 - \$145	Hour
	Senior Consultant	\$145 - \$185	Hour
	Principal Engineer & Scientist	\$142.50	Hour
Contract Labor	From time to time, Sentinel retains outside Professional and Technical labor on a temporary basis to meet peak work load demands. Such contract labor will be charged at regular Schedule of Charges rates.		
Litigation Support	Expert testimony in depositions, hearings, mediation and trials will be charged at 200% of the above rates.		
Travel Time	Travel time will be charged at regular hourly rates, for actual time involved.		
Mileage	Mileage will be based on IRS standard business mileage rates, per invoice period.		
Outside Expenses	Purchase of supplies, rental of equipment or conference facilities not ordinarily furnished by Sentinel. Also all other costs such as special printing, travel by common carrier, meals, hotel, car rental, miscellaneous supplies, etc.		
		cost plus:	10%
Subcontractor	Services and supplies provided by other companies under contract to Sentinel		
		cost plus:	10%
Terms	Per Contract		

This fee schedule includes data that is considered confidential and shall not be copied or otherwise disclosed beyond the use intended in this contract.

TABLE 1			
Cell 3 Final Cover Construction Oversight Program			
Clean Harbors Deer Trail Hazardous Waste			
Treatment, Storage And Disposal Facility			
PROGRAM COMPONENT	HOURS (estimated)	HOURLY RATE	TOTAL
CONSTRUCTION OVERSIGHT			
Site Visit – P.E./Consultant	72	Sentinel Fee Schedule	\$ 9,000.00
Site Visit – Solid Waste Specialist (EHS III)	112	\$50.05*	\$ 5,605.60
Travel to Site (54¢/mile X 148 mi. RT)	25 trips	\$79.92/trip	<u>\$ 1,998.00</u>
			\$16,603.60
CQA CERTIFICATION REPORT REVIEW			
P.E./Consultant	15	Sentinel Fee Schedule	\$ 1,500.00
Solid Waste Specialist (EHS III)	6	\$50.05*	<u>\$ 300.30</u>
			\$1,800.30
FINAL REPORT TO ADAMS COUNTY			
RMA Supervisor	4	\$63.06*	\$ 252.24
Solid Waste Specialist (EHS III)	10	\$50.05*	<u>\$ 500.50</u>
			\$752.74
TOTAL PROGRAM COSTS			\$19,156.64

* Rate includes fringe and indirect



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 27, 2017
SUBJECT: Resolution approving right-of-way agreement between Adams County and Margaret Ann Rose and James Lee Ruscetta for property necessary for the York Street Improvements Project - York Street from East 78 th Avenue to Highway 224
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way and temporary construction easements for street improvements along York Street from East 78th 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 Margaret Ann Rose and James Lee Ruscetta, 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.

Fund: 13
Cost Center: 3056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561701	\$10,445.00
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$10,445.00</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 MARGARET ANN ROSE AND JAMES LEE RUSCETTA FOR PROPERTY
NECESSARY FOR THE YORK STREET IMPROVEMENTS PROJECT –
YORK STREET FROM EAST 78TH 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 78th 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 right-of-way acquisition is located in the Northwest Quarter of Section 36, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Margaret Ann Rose and James Lee Ruscetta (“Parcel 4”); and,

WHEREAS, Adams County requires ownership of Parcel 4 for construction of the street improvements; and,

WHEREAS, Margaret Ann Rose and James Lee Ruscetta are willing to sell Parcel 4 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 Margaret Ann Rose and James Lee Ruscetta, 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 **Margaret Ann Rose and James Lee Ruschetta** whose address is **7463 West 69th Avenue, Arvada, Colorado 80003 and 9821 Upham Court, Westminster, Colorado 80021** (“Owners”), 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 **7700 York Street, Denver, Colorado 80029**, hereinafter (the “Property”) for the York Street Improvements Project – York Street from East 78th 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 **TEN THOUSAND FOUR HUNDRED FORTY-FIVE AND NO/100'S DOLLARS (\$10,445.00)** 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 **May 8, 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: *Margaret Ann Rose James Lee Ruscetta*

Printed Name: Margaret Ann Rose and James Lee Ruscetta

Title: Owners

Nora Denise Pallares Trevizo
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164023987
MY COMMISSION EXPIRES 06/23/2019

State of Colorado
 County of Jefferson
 The foregoing instrument was acknowledged before
 me on this 19th day of April, 2019
 by Margaret A. Rose and James L. Ruscetta
 who is personally known to me or has produced
God L as identification

Nora Denise Pallares Trevizo
 Notary's Signature

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 38th Street
Boulder, CO 80301-2620

303.442.4338
303.442.4373 Fax

LEGAL DESCRIPTION PARCEL 4 RIGHT-OF-WAY DEDICATION

A TRACT OF LAND LOCATED IN THE NW1/4 OF SECTION 36, T2S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE W1/4 CORNER OF SAID SECTION 36 AND CONSIDERING THE WEST LINE OF SAID NW1/4 TO BEAR N00°12'30"E, THENCE N03°58'05"E, 660.06 FEET TO THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 5687 AT PAGE 105, IN THE ADAMS COUNTY RECORDS, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

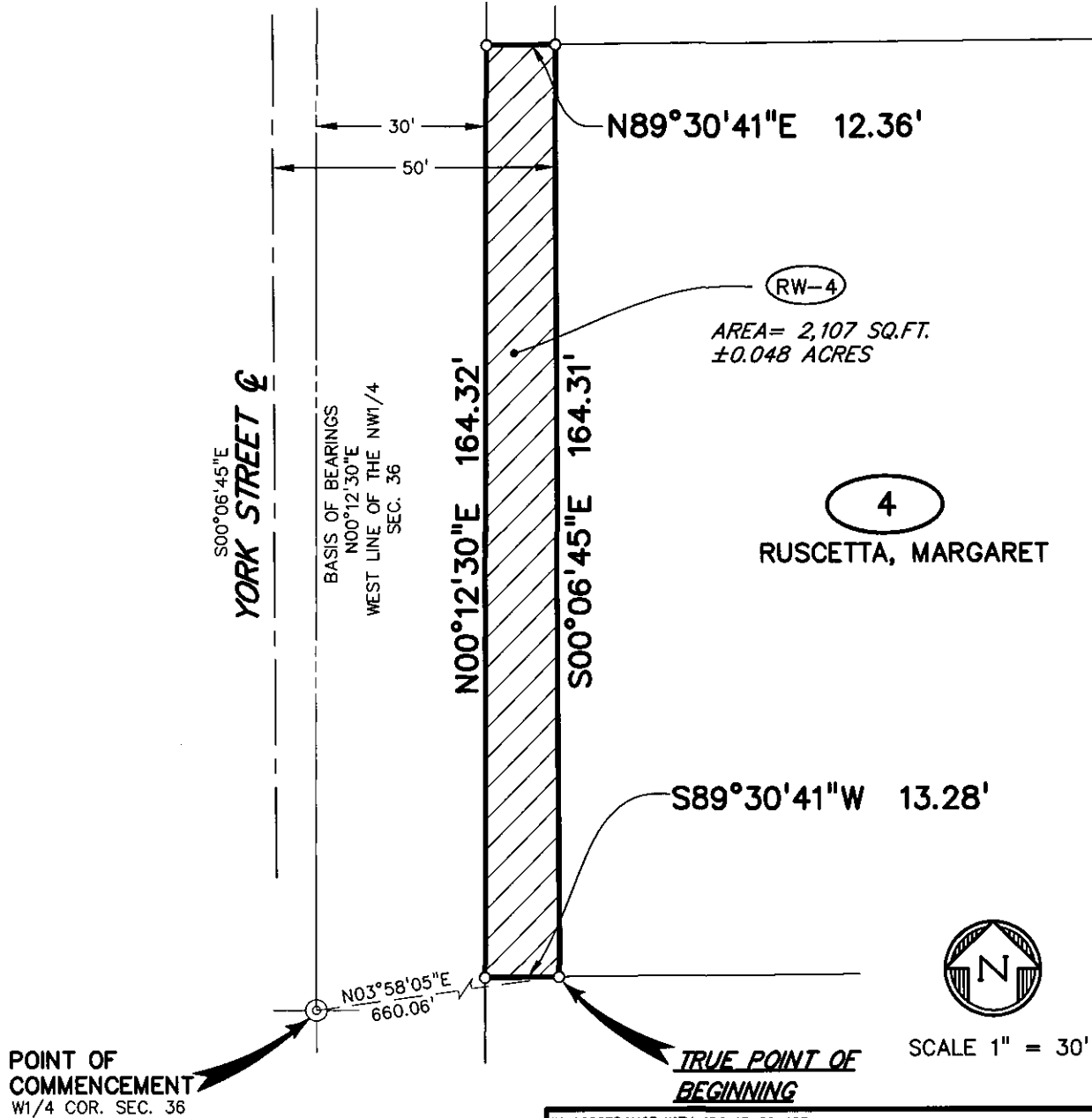
THENCE S89°30'41"W, 13.28 FEET TO THE EASTERLY LINE OF YORK STREET, THENCE N00°12'30"E, 164.32 FEET ALONG SAID EASTERLY LINE TO THE NORTHERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5687 AT PAGE 105; THENCE N89°30'41"E, 12.36 FEET ALONG SAID NORTHERLY LINE; THENCE S00°06'45"E, 164.31 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.048 ACRES OR 2,107 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 4 R.O.W. DEDICATION



POINT OF COMMENCEMENT
W1/4 COR. SEC. 36

TRUE POINT OF BEGINNING

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) 442-4338
 COLORADO SPRINGS, COLORADO (719) 260-0887
 GREELEY, COLORADO (970) 351-0645

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 27, 2017
SUBJECT: Resolution approving right-of-way agreement between Adams County and Fredric M. Sims, Trustee, for property necessary for the York Street Improvements Project - York Street from East 78 th Avenue to Highway 224
FROM: Jeffery Maxwell, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the 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 78th 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 Fredric M. Sims, Trustee, 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.

Fund: 13
Cost Center: 3056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561701	\$11,345.00
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$11,345.00</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 FREDRIC M. SIMS, TRUSTEE, FOR PROPERTY NECESSARY FOR THE
YORK STREET IMPROVEMENTS PROJECT –
YORK STREET FROM EAST 78TH 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 78th 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 right-of-way acquisition is located in the Northwest Quarter of Section 36, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Fredric M. Sims, Trustee, (“Parcel 5 and Parcel 6”); and,

WHEREAS, Adams County requires ownership of Parcel 5 and Parcel 6 for construction of the street improvements; and,

WHEREAS, Fredric M. Sims, Trustee, is willing to sell Parcel 5 and Parcel 6 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 Fredric M. Sims, Trustee, 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 **Fredric M. Sims, Trustee** whose address is **3032 Albion Street, Denver, Colorado 80207** ("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 **7680 York Street, Denver, Colorado 80229**, hereinafter (the "Property") for the York Street Improvements Project – York Street from East 78th 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 **ELEVEN THOUSAND THREE HUNDRED FORTY-FIVE AND NO/100'S DOLLARS (\$11,345.00)** 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 **May 8, 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: *Fredric M Sims*

Printed Name: **Fredric M. Sims, Trustee**

Title: **Trustee**

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 38th Street
Boulder, CO 80301-2620

303.442.4338
303.442.4373 Fax

LEGAL DESCRIPTION PARCEL 5 RIGHT-OF-WAY DEDICATION

A TRACT OF LAND LOCATED IN THE NW1/4 OF SECTION 36, T2S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE W1/4 CORNER OF SAID SECTION 36 AND CONSIDERING THE WEST LINE OF SAID NW1/4 TO BEAR N00°12'30"E, THENCE N05°00'59"E, 525.41 FEET TO THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 2007000070528, IN THE ADAMS COUNTY RECORDS, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

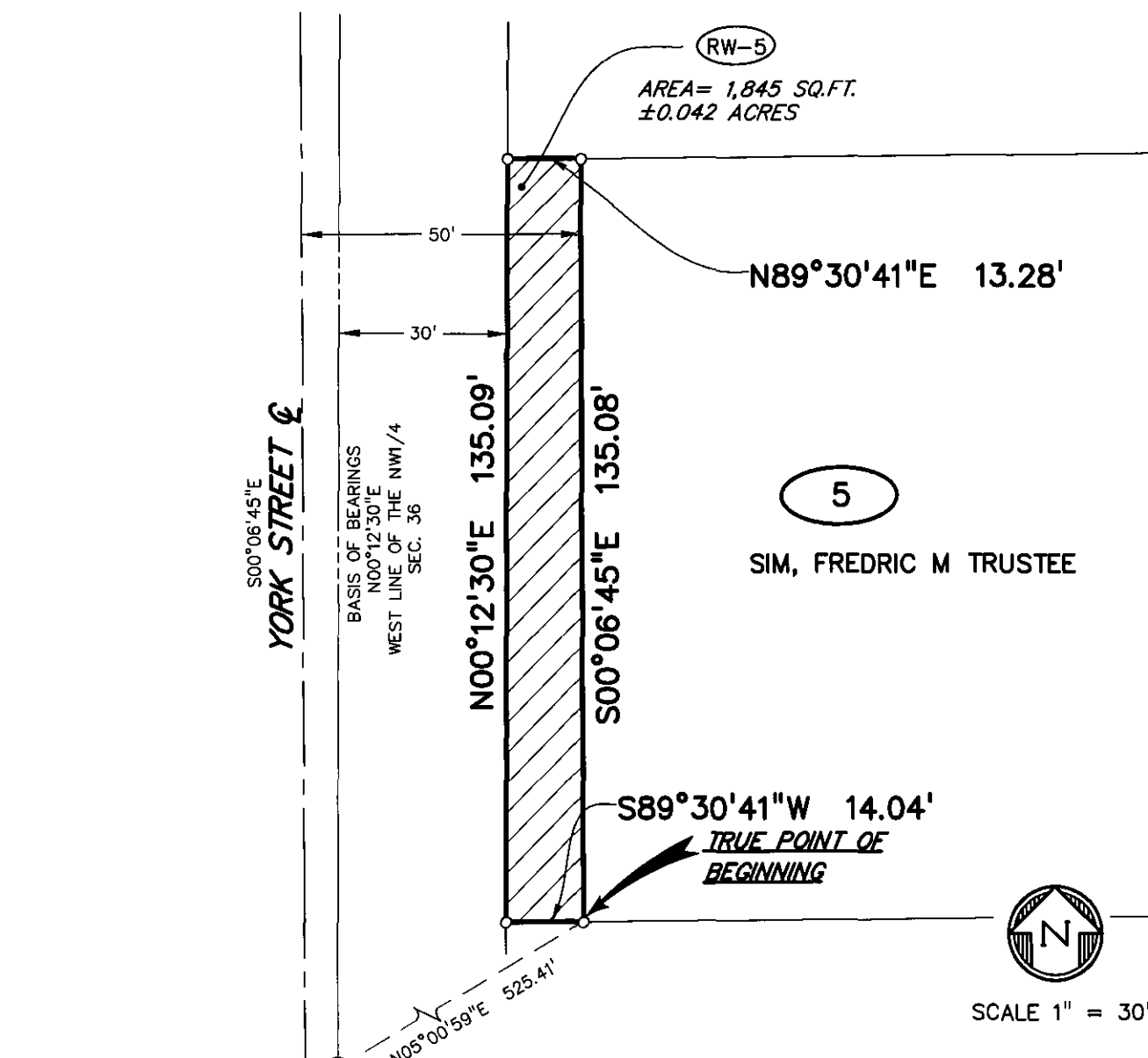
THENCE S89°30'41"W, 14.04 FEET TO THE EASTERLY LINE OF YORK STREET, THENCE N00°12'30"E, 135.09 FEET ALONG SAID EASTERLY LINE TO THE NORTHERLY LINE OF SAID TRACT OF LAND DESCRIBED AT RECEPTION NO. 2007000070528; THENCE N89°30'41"E, 13.28 FEET ALONG SAID NORTHERLY LINE; THENCE S00°06'45"E, 135.08 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.042 ACRES OR 1,845 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 5 R.O.W. DEDICATION



POINT OF COMMENCEMENT
W1/4 COR. SEC. 36

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) 442-4338
 COLORADO SPRINGS, COLORADO (719) 260-0887
 GREELEY, COLORADO (970) 351-0645

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

H:\20805-0081\TR\SURVEY\DRAWINGS\EXHIBITS\20805-EX01-PS.dwg, 5/4/2016 9:51:47 AM, DWG TO PDF.PC3



Drexel, Barrell & Co.

MAY 2, 2016

Engineers/Surveyors

Boulder
Colorado Springs
Greeley

1800 38th Street
Boulder, CO 80301-2620

303.442.4338
303.442.4373 Fax

LEGAL DESCRIPTION PARCEL 6 RIGHT-OF-WAY DEDICATION

A TRACT OF LAND LOCATED IN THE NW1/4 OF SECTION 36, T2S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE W1/4 CORNER OF SAID SECTION 36 AND CONSIDERING THE WEST LINE OF SAID NW1/4 TO BEAR N00°12'30"E, THENCE N05°19'36"E, 495.54 FEET TO THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 2007000070527, IN THE ADAMS COUNTY RECORDS, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

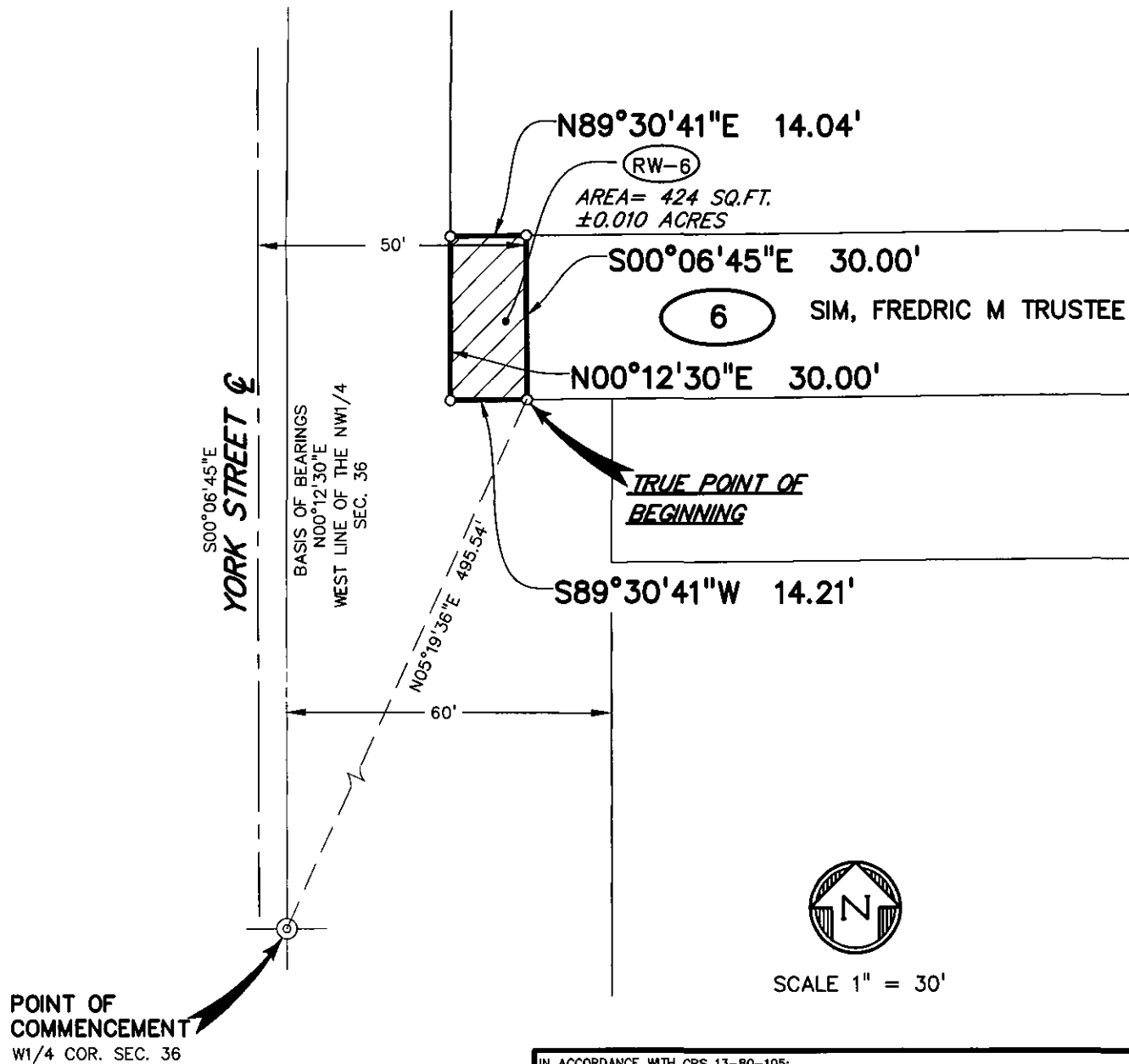
THENCE S89°30'41"W, 14.21 FEET TO THE EASTERLY LINE OF YORK STREET, THENCE N00°12'30"E, 30.00 FEET ALONG SAID EASTERLY LINE TO THE NORTHERLY LINE OF SAID TRACT OF LAND DESCRIBED AT RECEPTION NO. 2007000070527; THENCE N89°30'41"E, 14.04 FEET ALONG SAID NORTHERLY LINE; THENCE S00°06'45"E, 30.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.010 ACRES OR 424 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 6 R.O.W. DEDICATION



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) 442-4338
COLORADO SPRINGS, COLORADO (719) 260-0687
GREELEY, COLORADO (970) 351-0645



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

DATE OF PUBLIC HEARING: June 27, 2017
SUBJECT: Resolution approving right-of-way agreement between Adams County and Derek R. Metcalfe for property necessary for the York Street Improvements Project - York Street from East 78 th Avenue to Highway 224
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way and temporary construction easements for street improvements along York Street from East 78th 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 Derek R. Metcalfe 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.

Fund: 13
Cost Center: 3056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561701	\$1,300.00
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$1,300.00</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 DEREK R. METCALFE FOR PROPERTY NECESSARY FOR THE YORK
STREET IMPROVEMENTS PROJECT –
YORK STREET FROM EAST 78TH 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 78th 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 right-of-way acquisition is located in the Northeast Quarter of Section 35, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Derek R. Metcalfe (“Parcel 32”); and,

WHEREAS, Adams County requires ownership of Parcel 32 for construction of the street improvements; and,

WHEREAS, Derek R. Metcalfe is willing to sell Parcel 32 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 Derek R. Metcalfe, 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 **Derek R. Metcalfe** whose address is **13377 Albion Circle, Thornton, Colorado 80241** (“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 **7701 York Street, Denver, Colorado 80229**, hereinafter (the “Property”) for the York Street Improvements Project – York Street from East 78th 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 THREE HUNDRED AND NO/100’S DOLLARS (\$1,300.00.00)** 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 27, 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: Derek R. Metcalfe _____

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 38th Street
Boulder, CO 80301-2620

303.442.4338
303.442.4373 Fax

LEGAL DESCRIPTION PARCEL 32 RIGHT-OF-WAY DEDICATION

A TRACT OF LAND LOCATED IN THE NE1/4 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 NE1/4 TO BEAR N00°12'30"E, THENCE N04°16'47"W, 766.74 FEET TO THE WESTERLY LINE OF YORK STREET, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

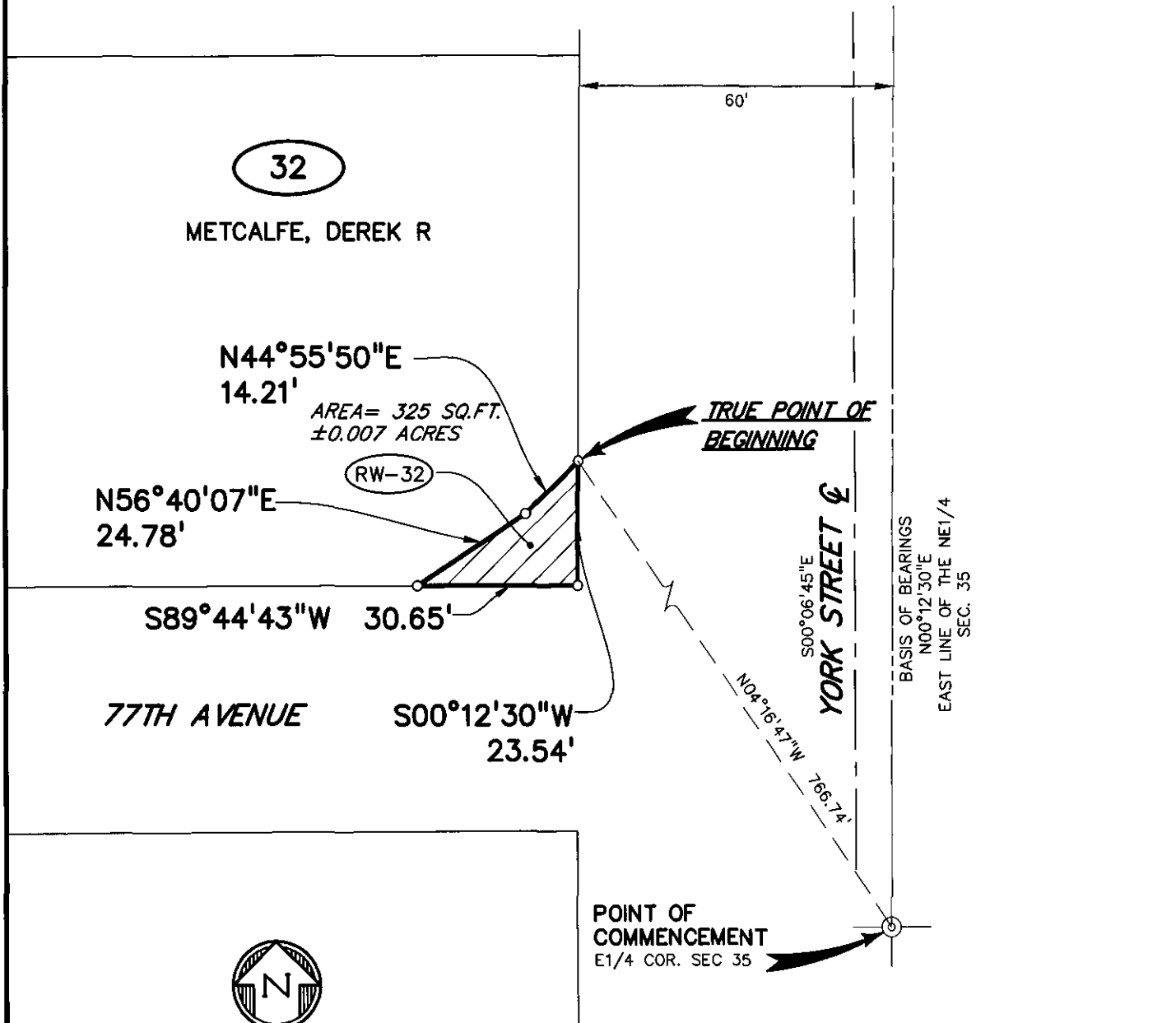
THENCE S00°12'30"W, 23.54 FEET ALONG SAID WESTERLY LINE TO THE NORTHERLY LINE OF EAST 77TH AVENUE; THENCE S89°44'43"W, 30.65 FEET ALONG SAID NORTHERLY LINE OF EAST 77TH AVENUE THENCE N56°40'07"E, 24.78 FEET; THENCE N44°55'50"E, 14.21 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.007 ACRES OR 325 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 32 R.O.W. DEDICATION



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) 442-4338
 COLORADO SPRINGS, COLORADO (719) 280-0887
 GREELEY, COLORADO (970) 351-0645



Revisions - Date	Date 4-21-18	Drawn By JRF	Job No. 20805
	Scale 1"=30'	Checked By MES	Drawing No. IN FILE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 27, 2017
SUBJECT: Acceptance of Special Warranty Deed from the City of Commerce City
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Special Warranty Deed by resolution

BACKGROUND:

Adams County is acquiring property in conjunction with the DuPont – 2005 Streets and Storm Sewer Improvement Project, located in the Northwest Quarter of Section 32, Township 2 South, Range 67 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Special 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.

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Draft Resolution

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

**RESOLUTION ACCEPTING A SPECIAL WARRANTY DEED FROM THE CITY OF
COMMERCE CITY TO ADAMS COUNTY CONVEYING PROPERTY FOR
RIGHT-OF-WAY PURPOSES**

Resolution 2017-

WHEREAS, Adams County received a Special Warranty Deed in 2005 for right-of-way dedication for Monaco Street north of East 77th Avenue in conjunction with the DuPont – 2005 Streets and Storm Sewer Improvement Project, located in the Northwest Quarter of Section 32, Township 2 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from the City of Commerce City, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 20051216001378630.

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

NO DOC FEE REQUIRED

20051216001378630 Adams Co 1/1
12/16/2005 01:53:45PM \$.00
Carol Snyder, Clerk \$6.00

SPECIAL WARRANTY DEED

THIS DEED, dated this 6th day of June, 2005, between the City of Commerce City, a municipal corporation of the County of Adams and State of Colorado, a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, grantor, 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, grantee:

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

The East 31.05 feet of the South 215.00 feet of Plot 6, 2nd Addition to Henebrydale, a subdivision of a part of the Northwest Quarter of Section 32, Township 2 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado as recorded in the Office of the Adams County Clerk and Recorder in Book 1 at Page 44, Reception No. 37848.

Dedicated for Monaco Street north of East 77th Avenue.
Also known by street and number as: Vacant land
Assessor's schedule or parcel number: Part of 0-1721-32-2-19-004, 0-1721-32-2-19-004 and 0-1721-32-2-19-001

TOGETHER with all and singular the hereditaments and appurtenances thereunto 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, 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 itself, its successors and assigns does covenant and agree that it 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 claiming the whole or any part thereof, by, through or under the grantor.

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

Attest:

City of Commerce City, a municipal
corporate and politic of the County
of Adams and State of Colorado

By: Judith H. Ridgeley
Judith H. Ridgeley, City Clerk

By: Sean Ford
Sean Ford, Mayor

STATE OF COLORADO

County of Adams

The foregoing instrument was acknowledged before me this 15th day of December 2005, by Sean Ford as Mayor and Judith H. Ridgeley as City Clerk of the City of Commerce City, a municipal corporate of the County Adams and State of Colorado.

Witness my hand and official seal.
My commission expires: Sept. 24, 2008

Lisa F. Martinez
Notary Public
LISA F. MARTINEZ
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires
SEPT. 24, 2008

Return to: J. Ridgeley
City of Commerce City
5291 E. 60th Avenue
Commerce City, CO 80022

Robert J Hennessy Icon Engineering Inc 8100 S Akron Street #300 Englewood CO 80112
Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 27, 2017
SUBJECT: Acceptance of Warranty Deed from Phyllis Ermi and Frank J. Piroddi, Jr.
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Warranty Deed by resolution

BACKGROUND:

Adams County is acquiring property in conjunction a 35-acre development, located in the Northwest Quarter of Section 36, Township 2 South, Range 68 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney, 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.

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Draft Resolution

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

**RESOLUTION ACCEPTING A WARRANTY DEED FROM PHYLLIS ERMI AND
FRANK J. PIRODDI, JR., TO ADAMS COUNTY CONVEYING PROPERTY FOR
RIGHT-OF-WAY PURPOSES**

Resolution 2017-

WHEREAS, Adams County received a Warranty Deed in 2009 for right-of-way dedication for York Street and Clayton Street right-of-way in conjunction with a 35-acre development, located in the Northwest Quarter of Section 36, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Phyllis Ermi and Frank J. Piroddi, Jr., as recorded at the Adams County Clerk and Recorder's Office at Reception Number 2009000002775.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Phyllis Ermi and Frank J. Piroddi, Jr., a copy of which has been duly recorded, is hereby accepted by Adams County.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 6/27/2017
SUBJECT: ACCEPTANCE OF STATE JUVENILE DIVERSION PROGRAM FUNDS THE DISTRICT ATTORNEY'S OFFICE DIVERSION PROGRAM FOR STATE FISCAL YEAR 2017/2018
FROM: Levon Hupfer-Detor
AGENCY/DEPARTMENT: DA Diversion
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the grant award for 2017/18 and authorizes the Chair to sign two copies of the Grant Agreement Form and also electronically sign the Certification of Match Form (pdf).

BACKGROUND:

The 17th Judicial District Attorney's Office provides a Juvenile Diversion Education Program to serve Adams County through the State Division of Criminal Justice Juvenile Diversion Program Funds Grant that has operated since 2006.

The 2017/18 Grant Award process is open competitive and the program was awarded \$72,009 for 2017/2018 to begin July 1, 2017. There is a 25% cash match that is fully covered through personnel services of other staff providing administrative and other program services to youth as a part of the project.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

District Attorney's Office
Adams County Finance

ATTACHED DOCUMENTS:

Resolution
Certification of Match Form
Grant Agreement

FISCAL IMPACT:

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

Fund:0001
Cost Center: 9261

	Object Account	Subledger	Amount
Current Budgeted Revenue:	various		\$133,877
Additional Revenue not included in Current Budget:			
Total Revenues:			<u><u> </u></u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	various		\$1,131,586
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u> </u></u>

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

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

Additional Note:

The Grant Award is forecasted and built into the 2017 and 2018 budget submitted to the BOCC each year since the State Fiscal Year is different than the Adams County budget cycle, so no net additions or subtractions with this execution of the award.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING GRANT AGREEMENT BETWEEN ADAMS COUNTY AND
STATE OF COLORADO FOR THE DISTRICT ATTORNEY'S OFFICE DIVERSION
PROGRAM FOR STATE FISCAL YEAR 2017/2018

Resolution 2017-

WHEREAS, the 17th Judicial District Attorney's Office provides a Juvenile Diversion Education Program to serve Adams County; and,

WHEREAS, the 17th Judicial District Attorney's Office has been granted an award since 2006 by the State Division of Criminal Justice and must approve the attached Grant Agreement for FY 2017/18 for an award of \$72,009 and a cash match of \$24,921.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Grant Agreement between Adams County and the State of Colorado for the District Attorney's Office Diversion Program for State Fiscal Year 2017/18, 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 is authorized to execute the State of Colorado Grant Agreement and Certification of Match forms on behalf of Adams County.

**COLORADO DIVISION OF CRIMINAL JUSTICE
CERTIFICATION OF MATCH (DCJ Form 32)**

*INSTRUCTIONS: Complete the table below with information found in the Grant Agreement. Read the form completely, **identify the person authorized to commit match funds on behalf of the agency. This individual is either the signature authority or appropriate controller of the matching funds.** This form must be completed and accompany the signed Grant Agreement. Funds will not be released until this form is completed. See page two for additional instructions.*

GRANTEE: Adams County	GRANT NUMBER: 2018-DV-18-20012-17
PROJECT TITLE: Positive Action/Family Therapy	PROJECT DURATION FROM: 7/1/17 TO: 6/30/18
CASH MATCH AMOUNT COMMITTED: \$ 24,921.00	
IN-KIND MATCH AMOUNT COMMITTED: \$ 0.00	

PERSON AUTHORIZED TO COMMIT MATCH FUNDS CERTIFICATION:

I have read and understand the differences between cash and in-kind match as described on page two of this form and, if awarded federal funds, that I have read and understand [2 C.F.R. § 200.29](#) and [2 C.F.R. § 200.306](#). I accept responsibility for ensuring that project programmatic and financial staff understands their responsibilities for tracking and reporting match, and that under the terms of the Grant Agreement match requirements must be met by this agency. I will contact my grant manager if I have question.

- Matching funds/donations are earmarked for only this grant
- Source of match funds are non-federal
- Matching funds will not be used to match other grants
- Grantee will maintain records that clearly show the source, amount, and timing for all matched contributions.

As the person authorized to commit match funds on behalf of the above grantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

Name & Title: Eva Henry, Chair, Adams County Board of County Commissioners
Phone: (720) 523-6358
Email Address: EHenry@adcogov.org
Signature Authority or Controller's Signature:
Date:

SUBMIT ONE SIGNED COPY TO DCJ

INSTRUCTIONS FOR COMPLETING
CERTIFICATION OF MATCH (DCJ Form 32)

HEADING:

Grantee: This is the agency to which the grant award was made.

Grant Number: This is the grant number assigned to the project by DCJ. It can be found on the Grant Award Documents.

Project Title: This is the name of the project which is identified on the Grant Award Documents.

Project Duration: This is the period of the grant award. It can be found on the Grant Award Documents, and is changed only if the project requests and receives a grant extension.

Signature authority or appropriate controller of the matching funds must certify that he/she understands the match requirements obligated by the agency and listed in the Grant Agreement.

MATCH/COST SHARING is a specific portion of a total program costs not supported by award funds and the minimum match requirement is prescribed by the program guidelines. In-kind and cash match are subject to the same accounting and expenditure requirements as the award funds. Grantees must maintain financial records which clearly show the source, the amount, and the date of receipt and expenditure of all matching contributions during the grant period. **Federal funds cannot be used as match for federal grants.**

CASH MATCH is a designated amount of non-federal dollars the grantee is required to use for the project, in addition to the award amount. It includes actual cash spent by the grantee for budgeted costs of the project. The amount will appear as part of the approved budget in the Grant Agreement. The cash and/or in-kind match must be spent during the period of the grant award. Failure to spend the minimum required match would reduce the amount of the award funds on a proportionate basis. The match in the approved budget may not be used to match other funds.

IN-KIND MATCH is a specific amount of non-cash donations (assigned a dollar value), which the grantee is required to use for the project in addition to the award amount. Some examples of in-kind match are volunteer time, donated equipment, supplies, space, or services. All of the above examples must be assigned a dollar value (based on the local fair market value of similar services) and appear in the project budget. The basis for determining the valuation of in-kind match, such as personal services, material, equipment, and space, must be documented by the grantee. The in-kind match must be spent during the period of the grant award. Failure to spend the minimum required in-kind match would reduce the amount of the award funds on a proportionate basis. The in-kind match in the approved budget may not be used to match federal funds.

Signature: The Signature Authority or appropriate Controller authorized to commit funds on behalf of the agency must sign.

Submit one signed form to DCJ with the signed Grant Agreement

STATE OF COLORADO GRANT AGREEMENT

SIGNATURE AND COVER PAGE

State Agency Department of Public Safety, Division of Criminal Justice	Contract Number or DCJ Grant Number N/A
Grantee Adams County	Grant Agreement Performance Beginning Date 7/1/2017
Grant Agreement Maximum Amount Initial Term State Fiscal Year 2018 \$ 72,009.00	Initial Grant Agreement Expiration Date 6/30/2018
	Grant Agreement Description District Attorney's Office, 17th Judicial District's Positive Action/Family Therapy program.
Total for All State Fiscal Years \$ 72,009.00	

THE PARTIES HERETO HAVE EXECUTED THIS GRANT AGREEMENT

Each person signing this Grant Agreement represents and warrants that he or she is duly authorized to execute this Grant Agreement and to bind the Party authorizing his or her signature.

<p>GRANTEE Adams County</p> <p>_____ By: Eva Henry, Adams County Commissioner, Chair</p> <p>Date: _____</p>	<p>STATE OF COLORADO John W. Hickenlooper, Governor Department of Public Safety Stan Hilkey, Executive Director</p> <p>_____ By: Joe Thome, Director, Division of Criminal Justice</p> <p>Date: _____</p>
<p>LEGAL REVIEW Cynthia H. Coffman, Attorney General</p> <p>By: _____</p> <p style="margin-left: 100px;">Assistant Attorney General</p> <p>Date: _____</p>	

In accordance with §24-30-202 C.R.S., this Grant Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
 Lyndsay J. Clelland, Contract and Grants Coordinator,
 Department of Public Safety, Division of Criminal Justice

Effective Date: _____

1. PARTIES

This Grant Agreement (hereinafter called “Agreement”) is entered into by and between **Adams County** (hereinafter called “Grantee”), and the STATE OF COLORADO acting by and through the Department of Public Safety, Division of Criminal Justice (hereinafter called the “State” or “DCJ”). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended by Initial Grant Agreement Expiration Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date or after the Agreement Expiration Date.

B. Initial Term

Unless otherwise permitted in **§2.A**, the Parties’ respective performances under this Agreement shall commence on the Grant Agreement Performance Beginning Date shown on the Signature and Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Signature and Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of 1 year or less at the same rates and under the same terms specified in the Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to **Exhibit C- Sample Option Letter**. Except as stated in **§2.B**, the total duration of this Agreement, including the exercise of any options to extend, shall not exceed 5 years from its Effective Date absent prior approval from the State Purchasing Director in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in **§18**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement

in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by **§1.A.i.**

i. Method and Content

The State shall notify Grantee of such termination in accordance with **§17**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to **§1.A.i.a.**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. State Authority

- i. Colorado Revised Statute 24-33.503 and 507.

4. RECITALS

A. Appropriation, and Approval

Funds have been budgeted, appropriated and otherwise made available 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. 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.

5. PURPOSE

The state Juvenile Diversion purpose is to prevent further involvement of juveniles in the formal justice system. Focusing on holding youth accountable for behavior while involving them in programs and activities to prevent future criminal and delinquent behavior.

6. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

- A. **“Agreement”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **“Agreement Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- C. **“Budget”** means the budget for the Work described in **Exhibit B2 – Budget and Budget Narrative**.
- D. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in **§24-11-101(1) C.R.S.**
- E. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under **§24-72-302 C.R.S.**
- F. **“CORA”** means the Colorado Open Records Act, **§§24-72-200.1 et. seq., C.R.S.**
- G. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.
- H. **“End of Term Extension”** means the time period defined in §2D
- I. **“Equipment”** means tangible, nonexpendable property with an acquisition cost of \$5,000 or more and a useful life of more than one year. Software, regardless of cost, is not considered equipment.
- J. **“Evaluation”** means the process of examining Grantee’s Work and rating is based on criteria established in **§7 and Exhibit B1 – Statement of Work**.

- K. **“Exhibits”** means the following exhibits attached to this Agreement:
- ii. Exhibit A1 - Special Conditions
 - iii. Exhibit A2 - Grant Requirements
 - iv. Exhibit B1 - Statement of Work
 - v. Exhibit B2 - Budget and Budget Narrative
 - vi. Exhibit C - Sample Option Letter
 - vii. Exhibit D - Sample Grant Funding Change Letter
- L. **“Forms”** are a type of document with various different blank spaces for answers or information to document or request information and attached as exhibits or provided to the Grantee throughout the term of this grant. Forms will be periodically updated, changed, modified, adjusted, transformed, amended, or altered at the discretion of the State and provided to the Grantee to best meet the needs of the information being collected and recorded.
- M. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- N. **“Grant Funds”** means available funds payable by the State to Grantee pursuant to this Grant.
- O. **“Grants Management System”** or **“GMS”** means any online electronic grant system used to solicit, apply, review, manage, and close out a grant. (Use of a GMS is established by the state agency or division managing the grant funds).
- P. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- Q. **“Initial Term”** means the time period as shown on the Signature and Cover Page for this Agreement.
- R. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- S. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.
- T. **“Program”** means the 2017-2018 State Juvenile Diversion grant program that provides the funding for this Grant.
- U. **“Review”** means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §7 and **Exhibits B1 – Statement of Work and B2 - Budget and Budget Narrative.**

- V. **“Services”** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- W. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PCI, CJI, and State personnel records not subject to disclosure under CORA.
- X. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
- Y. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- Z. **“State Purchasing Director”** means the position described in the Colorado Procurement Code and its implementing regulations.
- AA. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- BB. **“Subcontractor”** means third-parties, if any, engaged by Grantee via a procurement process to provide goods or services for the use and benefit to the Grantee.
- CC. **“Subgrantee”** means third-parties, if any, engaged by Grantee to aid in performance of the Work.
- DD. **“Work”** means the delivery of the Goods and performance of the Services described in this Agreement.
- EE. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

7. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit B1 – Statement of Work**. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

The State may increase or decrease the quantity of goods/services described **Exhibits B1 – Statement of Work** and **B2 - Budget and Budget Narrative** based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to **Exhibit C – Sample Option Letter**. Delivery/performance of the goods/service shall continue at the same rates and

terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original grant.

A. Completion

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit B1 – Statement of Work**. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

The State may increase or decrease the quantity of goods/services described Exhibits **Exhibit B1 – Statement of Work and B2 - Budget and Budget Narrative** based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to **Exhibit C – Sample Option Letter**. Delivery/performance of the goods/service shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original 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.

8. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Agreement Funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum for each State Fiscal Year shown on the Signature and Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in **Exhibit B2 - Budget and Budget Narrative**.
- b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. If a state agency or division is using a GMS, payment requests shall be submitted electronically by the Grantee and accepted electronically by the State within the system. The Grantee shall maintain all grant related records with

original signatures on file within the Grantee's record and in accordance with requirements in §10.

- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice 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 commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.E.

iv. Erroneous Payments

The State may recover, at the State's 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. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in the Budget. Grantee may adjust budgeted expenditure amounts up to 10% within each line item of said Budget with written approval of the State. 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

Grantee shall provide matching funds as provided in **Exhibit B2 - Budget and Budget Narrative**. Grantee shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request.

E. Reimbursement of Grantee Costs

The State shall reimburse the Grantee's allowable costs, not exceeding the maximum total amount described in **Exhibit B2 - Budget and Budget Narrative** and **§8**. However, any costs incurred by the Grantee prior to the Effective Date shall not be reimbursed. Grantee costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs if those costs are:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
- ii. Are equal to the actual net cost to the Grantee (i.e. the price paid minus any items of value received by the Grantee that reduce the cost actually incurred).

F. Close-Out.

Grantee shall close out this Award within 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

9. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to **§20** or pursuant to any other Exhibit, for any Agreement having a term longer than 3 months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than 5 Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this

Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in §17.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 60 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance, which may include, without limitation, suspension or debarment.

E. Noncompliance

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this §09 may result in the delay of payment of funds and/or termination as provided under this Grant.

F. 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.

10. GRANTEE 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 for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party.

11. CONFIDENTIAL INFORMATION-STATE RECORDS

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. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns, Subgrantees and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns, Subgrantees and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, Subgrantees and Subcontractors sign nondisclosure agreements at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign, Subgrantees or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or

destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns, Subgrantees or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

12. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee, Subgrantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be 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 under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, 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 actual or apparent conflict constitutes a breach of this Agreement.

13. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subgrantee and Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee, Subgrantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

C. 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.

D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Additional Insured

The State of Colorado shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee, Subgrantees and Subcontractors.

G. Primacy of Coverage

Coverage required of Grantee and each Subgrantee and Subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

H. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §17 within 7 days of Grantee's receipt of such notice.

I. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subgrantees and Subcontractors in relation to this Agreement 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.

J. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, **§24-10-101, et seq.**, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subgrantee or Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subgrantee or Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subgrantee's or Subcontractor's obligations under the GIA.

K. 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 this **§13** with respect to Subgrantees that are not "public entities".

L. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within 7 Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subgrantee/Subcontractor insurance coverage required under this Agreement within 7 Business Days following the Effective Date, except that, if Grantee's subgrant/subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subgrantee/Subcontractor insurance coverage required under this Agreement within 7 Business Days following Grantee's execution of the subgrant/subcontract. No later than 15 days before the expiration date of Grantee's or any Subgrantee's/Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§13**.

14. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be 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 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§15** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

15. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§1.B**, shall have all of the remedies listed in this **§1.A** in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees 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 as if this Agreement had been terminated in the public interest under **§E**

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach

by Grantee, and the State may withhold 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 Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work 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.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal from the Work of any of Grantee's employees, agents, or Subgrantees/Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (a) secure that right to use such Work for the State or Grantee; (b) replace the Work with no infringing Work or modify the Work so that it becomes no infringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §1.B and the dispute resolution process in §16 shall have all remedies available at law and equity.

16. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in §1.A fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the purchasing director of Colorado Department of Public Safety for resolution in accordance with the provisions of §§24-109-101, 24-109-106, 24-109-107, and 24-109-201 through 24-109-206 C.R.S., (the “Resolution Statutes”), except that if Grantee wishes to challenge any decision rendered by the purchasing director, Grantee’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Grantee pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

17. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (i) by hand with receipt required, (ii) by certified or registered mail to such Party’s principal representative at the address set forth below or (iii) as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §17 without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State:

Joe Thome, Director
Division of Criminal Justice
Department of Public Safety
700 Kipling Street, Suite 1000
Denver, Colorado 80215-5897
Joe.Thome@state.co.us

For Grantee:

Eva Henry, Chair
Adams County Board of Commissioners
4430 S. Adams County Parkway
Brighton, Co 80601
EHenry@adcogov.org

18. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

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 non-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 non-exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works.

19. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State, its 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. If Grantee is a "public entity" within the meaning of the GIA, then liability for claims for injuries to persons or property arising from the negligence of the Grantee, its departments, boards, commissions committees, bureaus, offices, employees and officials shall also 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.

20. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §21 shall apply. Grantee agrees to be governed by and comply with the provisions of §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

21. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts/Subgrantees

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in §21.A, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement 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.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies promulgated by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any Exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions in **§22** of the main body of this Agreement;
- ii. The provisions of the other sections of the main body of this Agreement;
- iii. Exhibit A2- Grant Requirements;
- iv. Exhibit A1- Special Conditions;
- v. Any executed Option Letter; and/or any Grant Funding Change Letter; and/or any executed Contract Amendment in which the most recent dated document takes precedence over the prior documents;

vi. Exhibits B1 – Statement of Work and B2 - Budget and Budget Narrative.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§**39-26-704(1)**, *et seq.* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§21.B**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under **§24-103.5-101 C.R.S.**, if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents, Subgrantees and Subcontractors secure and maintain at all times during the term of their employment, agency or Subgrantee/Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

22. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1)

These Special Provisions apply to all contracts except where noted in italics.

A. **CONTROLLER'S APPROVAL. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee.

B. **FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

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

C. **GOVERNMENTAL IMMUNITY.**

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101 *et seq.* C.R.S., or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

D. **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 Agreement. 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 (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. **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. **CHOICE OF LAW.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED.

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

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement 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 Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

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 Grantee. 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. 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. 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]

Grantee 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), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor/subgrantee that fails to certify to Grantee that the subcontractor/subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this contract. Grantee **(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/subgrantee and the contracting State agency within three days if Grantee has actual knowledge that a subcontractor/subgrantee is employing or contracting with an illegal alien for work under this contract, **(c)** shall terminate the subcontract if a subcontractor/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 Department program, Grantee shall deliver to the contracting 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 Department program. If Grantee 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, Grantee shall be liable for damages.

L. PUBLIC CONTRACTS 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 contract.

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EXHIBIT A1 – SPECIAL CONDITIONS

The following program specific requirements are imposed by the Federal or State sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements which must be passed on to subgrant award recipients.

1. Right of Privacy for Recipients of Service and Sharing of information. The prospective Subgrantee Agency certifies, by submission of this proposal, that:

a. Pursuant to Section 223(a)(18) of the Juvenile Justice and Delinquency Prevention Act, procedures have been established to ensure that this program will not disclose program records containing the identity of individual juveniles. Exceptions to this requirement are authorization by law; consent of either the juvenile or his/her legal authorized representative; or justification that otherwise the functions of this title cannot be performed. Under no circumstances may public project reports or findings contain names of actual juvenile service recipients.

b. Necessary information will be shared appropriately among schools, law enforcement, courts and juvenile-serving agencies pursuant to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g), as amended by Improving America's School Act of 1994 (IASA). FERPA allows schools to play a vital role in a community's effort to identify children who are at risk of delinquency and provide services prior to a child's becoming involved in the juvenile justice system.

c. Necessary information will be shared in accordance with the "Children's Code Records and Information Act," 19-1-301 et seq., Colorado Revised Statutes, to balance the best interests of children and the privacy interests of children and their families with the need to share information among service agencies and the need to protect the public safety.

2. In addition to the "Termination for Cause" item, 6(c) under Grant Requirements above, the subgrant may be suspended or terminated by the Division of Criminal Justice if the Subgrantee Agency fails to comply with the core requirements of the Juvenile Justice and Delinquency Prevention Act, 1974, as amended: Deinstitutionalization of Status Offenders, Section 223 (a)(12)(A); Separation of Juveniles from Incarcerated Adults, Section 223(a)(13); Removal of Juveniles from Adult Jails and Lockups, Section 223(a)(14); Disproportionate Minority Confinement, Section (a)(23).

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EXHIBIT A2 – GRANT REQUIREMENTS

The following terms as used herein shall be construed and interpreted as follows:

1. AUDIT REQUIREMENTS

A. Due Date:

(1) Project Start: The Grantee must submit the most recent audit or financial review, including the corresponding management letter if requested, to DCJ within thirty (30) days of request; and, if the most recent audit/financial review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the start of this project.

(2) Project End: The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. The audit or financial review incorporating this grant award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the end date of the grant, or within thirty (30) days of the completion of such audit or review, whichever is earlier.

B. Report/Audit Type:

(1) If your entity expended \$750,000 or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.)

(2) If your entity expends less than \$750,000 in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for either an audit or financial review as follows:

(a) Grantees that have revenue greater than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit

(b) Grantees that have revenue less than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit or financial review. A compilation is not sufficient to satisfy this requirement.

C. The Grantee accepts responsibility for the costs of a financial program audit to be performed by the Department of Public Safety in the event that the audit report or financial review:

(1) does not meet the applicable federal audit or DCJ standards;

(2) is not submitted in a timely manner; or,

(3) does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

D. The grantee understands and agrees that DCJ or the federal awarding office (DOJ) may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements, by the terms of this award, by the current addition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

2. REPORTS

The Grantee assures that it shall maintain data and information to provide accurate program and financial reports to the State. Said reports shall be provided in such form, at such times, and containing such data and information as the State reasonably requires to administer the program. DCJ requires that reports/forms are submitted either by paper or in an electronic Grants Management Systems (GMS). If you are required to submit a paper form to DCJ ensure you are using the most current reports/forms by downloading it from the DCJ website address: dcj.state.co.us. The Grantee shall maintain all grant related records with original signatures on file within the Grantee's record and in accordance with requirements in §10 of the body of the grant agreement. Reports for this grant shall be submitted using an eGMS unless otherwise notified.

A. Quarterly Financial Reports

Grantee shall submit Financial Reports (DCJ Form 1-A) quarterly. Reports are required to the State for each quarter within 15 days after the quarter ends.

B. Quarterly Programmatic (Narrative) Reports

Grantee shall submit Narrative Reports (DCJ Form 2) on the progress on the grant quarterly. Reports are required to the State for each quarter within 15 days after the quarter ends.

C. Final Financial Report

Grantee shall submit a report to the State upon expiration or sooner termination of the Grant containing grant final financial expenditures that accurately match your accounting records. Final reports are required to the State within 45 days of the end of the Grant.

D. Final Programmatic (Narrative) Report

Grantee shall submit a Final Narrative Report to the State upon expiration or sooner termination of this Grant containing details of accomplishments and highlights, self-evaluation and review of Grantee's performance based on Exhibit B1 – Statement of Work, Goals and Objectives and the final status of Grantee's obligations hereunder. Reports are required to the State within 45 days of the end of the Grant.

E. Reporting Non-Compliance Resolution

Grantee's failure to provide reports and other grant requirements, meet monitoring site visit evaluations and notify the State in a timely manner in accordance with §9 of the body of the grant agreement may result in the delay of payment of funds until a final resolution is determined and/or termination as provided under this Grant. The Division of Criminal Justice (DCJ) staff and the Grantee will mediate any non-compliance issues for a resolution. If DCJ staff and the Grantee cannot negotiate a resolution, the issue can be elevated to the Director of the DCJ for final resolution.

3. SUBGRANTS

Any and all subgrants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws, shall adhere to the provisions of this grant agreement, and shall provide that such subgrants be governed by the laws of the State of Colorado. 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.

4. FINANCIAL AND ADMINISTRATIVE MANAGEMENT

- A.** The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.
- B.** All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.
- C.** The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice (Guide), located at <http://dcj.state.co.us/home/grants>. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations. In the event of conflicts or inconsistencies between the Guide and any applicable state and federal laws, rules and regulations, such conflicts or inconsistencies shall be resolved by applicable state and federal laws, rules and regulations.

5. PROCUREMENT AND CONTRACTS

- A.** Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the DCJ. Grantee shall submit Form 16 – Professional Services/Consultant Certification and/or Form 13 – Equipment Procurement Certification Form.
- B.** Grantee may not assign its rights or duties under this grant without the prior written consent of the DCJ.

6. AWARD CHANGE REQUESTS

Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Grant Award for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications which do not change the total amount of the Grant Award. The State's total consideration shall not exceed the maximum amount shown herein.

7. ADDITIONAL MONITORING REQUIREMENTS

It is the responsibility of the Grantee to notify any of its project collaborators and Subgrantees of these provisions.

A. On-Site Monitoring

On-site monitoring may be conducted during the term of the grant. Onsite monitoring shall include but not be limited to, review of financial records, payroll documents, equipment purchases and the equipment, and/or case record monitoring. Additional monitoring site visits may be required based on findings or continued inaccurate invoice reimbursement requests. Grantee shall be notified in advance of on-site monitoring schedule.

B. Monitoring

Detailed monitoring may occur during the project period. The State may periodically request submission of supporting financial and programmatic documentation, Subgrantee contracts, general and sub-ledgers for the purpose of monitoring compliance with the grant award via desk review, or in preparation for an on-site monitoring visit. Routine or special on-site visits may be conducted at the Grantee/Subgrantee agency, and at the location of any collaborating entities, for the same purpose. Grantees will be notified in advance of any on-site monitoring visit.

8. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

A. The Grantee assures that where activities supported by this Grant produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature, the following requirements apply:

- (1) The State has the right to use, duplicate and disclose, the above material in whole or in part in any manner for any purpose whatsoever and authorize others to do so.
- (2) If the material or invention is copyrightable, the Grantee may copyright such, but the State reserves a perpetual, royalty free, non-exclusive and irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.
- (3) When issuing statements, press releases, requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, all Grantees must clearly:
 - (a) State the percentage of the total cost of the program or project, which will be financed with this grant money;
 - (b) State the dollar amount of state or federal funds for the project or program;
 - (c) Use this phrase- "This project was supported by Colorado State funds, issued by the Colorado Division of Criminal Justice."

B. The exception is Work Products that contain criminal justice records where each individual unit or agency will be subject to the rules and regulations.

9. MATCH

Grantee must provide documentation of the non-federal portion of the match used for this grant award. Match requirements are listed in Exhibit B2 - Budget and Budget Narrative and is subject to audit. For more information about match, see the 2015 DOJ Financial Guide 3.3 MATCHING OR COST SHARING REQUIREMENTS or contact your grant manager.

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EXHIBIT B1 – STATEMENT OF WORK

Statement of Work

Project Summary:

The 17th Judicial District Attorney's Office Project seeks to specifically and intensely target 4 risk factors that increase the likelihood of youth dropping out of school and of being involved in substance use based on the research at Penn State's EPISCenter. We will intervene with a full time Education Client Manager to supervise, support and connect the youth and families while in the project. This will be structured utilizing a Blue Prints Model program, Positive Action, which will be implemented through this project. In addition we will concurrently provide Strategic and Bowenian family therapy with all families.

Problem Statement:

Substance use and high school dropout rates are a problem for our students in the juvenile Diversion program. There is a link with substance use and youth having difficulty in school.

A study of marijuana use among youth found that use by Colorado youth increased 20 percent since legalization of recreational marijuana in the state. Nationally, during that same period, youth marijuana use declined by four percent (Rocky Mountain High Intensity Drug Trafficking Area [RMHIDT], "The Legalization of Marijuana in Colorado: The Impact, January 2016)." Not surprisingly, 89% of 100 school resource officers (SROs) identified that marijuana use on campus has increased since the change in the law (RMHIDT, 2016). The Substance Abuse and Mental Health Services Administration (SAMSHA) ranks youth marijuana use in Colorado as the highest in the nation (Hughes, Lipari and Williams, December 2015), up from 14th more than just over a decade ago.

The uptick in juvenile marijuana and drug use holds true for Adams County. The six largest high schools in Adams County had 1,196 drug-related suspensions or expulsions over the past three years. This reflects a 10.7% increase in these incidents between 2013 and 2015. At Northglenn High School – located in the only city in Adams County that has licensed retail marijuana stores – there has been a 173% increase in drug-related suspensions or expulsions since marijuana's legalization two years ago. (Several other retail marijuana businesses are located in unincorporated Adams County, or border the county line).

Early use of marijuana also leads to reductions in cognitive functioning that persist for a lifetime (Meier, et al, 2013; Moffitt et al, 2013). Research has correlated student use of marijuana with academic failure, school dropout rates, and a long-term reduction in intellectual functioning (McCaffrey et al, Marijuana Use and High School Dropout: The Influence of Unobservables, 2010). High school dropouts are three and one-half times more likely than high-school graduates to be arrested (Bridgeland, Dilulo and Morison, 2006).

Project Description:

All referrals shall come from our District Attorney's Office, which is a first (rarely second) time district level offense diverted to our program for a supervision, counseling alternative to District Court processing and filing.

We want to combat both substance use and school performance issues and dropout rates through this project. Utilizing the research from the Penn State's EPISCenter and Dr. Bumbarger, we will target 4 risk factors that increase the likelihood of youth being involved with substance use and dropping out of high school. The leading indicator or risk factors are Family History of substance use or dropping out, Family Management Problems, Family Conflict and Lack of Commitment to School by the student. Youth will be identified by the Intake Counselor, who is a MA, CAC III, using a modified pre Colorado Juvenile Risk Assessment (CJRA) and YASI criminogenic risk assessment tool, to determine if appropriate for referral to the Education Client Manager and this project. In addition, every student shall be screened for substance use disorders using the CRAFFT and the MASYI-2. If a student is deemed to need an assessment then one shall be provided for the student within 60 days of the contract signing by a contracted provider to do behavioral health mental and substance use assessments for the youth. Once a student is identified as appropriate for the project, the Intake Counselor will assign the case to the Education Client Manager and the OMNI/grant forms shall be completed. The DCJ Intake form shall be given to the Legal Secretary who will enter it into OMNI. The Pre survey shall be completed online with the Education Client Manager and youth at the first meeting after the contract signing. We will use these 4 risk factors to assess using pre, mid, post self-report assessments by youth, parents and all members of the family. This will be done by the Education Client Manager before, during and after the family therapy in the program by the Diversion Counselor. Each client shall begin with the Positive Action program which will be used in the program and in conjunction with the schools and any systems of care involved with the youth. This will be the theoretical and philosophical framework and structure for the project because it is such a model program (Blueprints, What Works, OJJDP, etc.). Positive Action is a systematic educational program that promotes an intrinsic interest in learning and encourages cooperation among students. It works by teaching and reinforcing the intuitive philosophy that you feel good about yourself when you do positive actions.

The effects of the program range from increased academic achievement to dramatic reductions in problem behaviors. These results have been replicated in diverse settings and feature the most rigorous efficacy study designs available.

For more than 30 years, Positive Action has been helping educators around-the-world create positive learning environments for their students. Imagine what Positive Action could do for your students!

Every youth, after being referred, shall have an initial staffing at his/her school within 45 days of the contract signing, involving the appropriate school officials and family, and a monthly staffing twice per semester thereafter for as long as the youth is in the program. Then the case plan for each youth shall be developed and implemented within 60 days of the contract signing. The initial family therapy session shall be held within 60 days of the contract signing for the youth as well, and every family shall attend at least 5 sessions of family therapy to be in the project. Each family's needs shall be assessed utilizing the 4 risk factors pre assessment and families will attend as many sessions as they need up to 15 sessions. The Diversion Counselor providing most of the family work is a LPC, CAC III with masters work in family therapy. Additional work shall be done by the Director who is a LAC with masters work in marriage and family, or marriage and family interns from Regis University. Each of the sessions shall be completely free to the families. Youth shall be drug screened and incentives shall be utilized following best practices of Motivational Enhancement Therapy (Dr. Riggs, Dr. Thurnstone) and the 'fish bowl' method of increasing internal and external reinforcers of positive and healthy behavior. The incentives will be awarded based on GPA increase, graduation, completion of family therapy, abstinence from substance use after previously struggling with that. Incentives will be books, music, sports equipment, shoes, clothing, ear buds, movie passes, rec center passes, bus passes, games, gardening supplies, cooking tools, or art supplies. Incentives will be signed for by youth, including date they receive and

why and kept by the Ed Client Manager and Project Director and a youth shall be eligible for no more than two incentives while in the project totaling no more than \$60 total for the two. This will be facilitated by both the Diversion Counselor and the Education Client Manager.

The lagging indicators, or what we hope to accomplish because of the supervision and case management of the cases, as well as the family therapy, is a reduction in family conflict and management problems, as well as substance use issues, and an increased commitment to school as evidenced by attendance and grades.

Every youth will participate in the regular Diversion program as well, just with more wrap-around and intensive services to target specific risks more because these youth shall be the highest educationally at risk students in our office, as well as substance users. This means that each youth shall also participate in our full restorative justice program including financial restoration, community restoration work and community victim circles, when appropriate. Youth will ensure that victims are compensated, and/or made whole in terms of what they can do now that they have committed a crime.

If a youth is struggling to be compliant in the program, they go through a second contract process where they meet with the Director or Assistant Director of Diversion to process what has transpired. This meeting is with the Diversion Counselor and family as well and facilitated by the Education Client Manager. If this process fails then eventually the youth is sent to a community multi-disciplinary review board called 'final review' where a decision is made regarding what to do with the case and if the youth should be sent to court for filing of charges and prosecution of the case.

Target population: Number of Juveniles Targeted to be Served

10	Males - White / Caucasian
8	Females- White / Caucasian
2	Males - Black / African American
1	Females- Black / African American
11	Males - Hispanic / Latino
8	Females- Hispanic / Latino
	Males - Asian
	Females- Asian
	Males - American Indian / Alaskan Native
	Females- American Indian / Alaskan Native
	Males - Nat. Hawaiian / Pacific Islander
	Females- Nat. Hawaiian / Pacific Islander
1	Males - Mixed Race
1	Females - Mixed Race
	Males - Other / Unknown
	Females- Other / Unknown
42	TOTAL

Target population: Level of Juvenile Justice Involvement

At-Risk (no prior offenses)

✓ First Time Offenders

✓ Repeat Offenders

Sex Offenders

Status Offenders

Violent Offenders

Description of Target Population

Age Range: 10-18

Percent of Total to be Served with Limited English Proficiency: 1%

Of the total juvenile population of the Diversion Program at the DA's Office, approximately one third will be served by this Education Client Manager and project. We are limiting the population to eighth grade and higher to follow the Positive Action program. The average age will be 15 years old if the past three years are a predictor. Most of the population will be Hispanic, then white and the smallest portion Black, which is reflective of our demographic in the 17th Judicial District and the referrals that get sent to our office. There will be approximately 20% of families whose primary language is Spanish and the Education Client Manager for this project spent time in Columbia teaching and is competent in Spanish. We have a partnership with the Colorado Alliance for Health Equity and Practice for on-site translation services for any language and a contract with Language Line for telephonic services. We follow CLAS standards and have procedures in place in our office that all staff are trained in.

Goals & Objectives / Quality Assurance Plan

GOAL 1

Goal 1 To Financially Restore Victims of Crime.

Objective 1.1

Objective Collaborate with local artists to provide clients in the program the opportunity to work to re-pay their victims through the ARTT Program (Acquiring Restitution Through Talent).

Outcome At least 70% of clients owing restitution will participate in ARTT.
Less than 12% of clients part

Measurement Access database and Justware will track restitution amounts owed and successful termination of clients owing restitution will be documented.

Timeframe Two sales will be held during the grant period.

Objective 1.2

Objective Provide 30-40 clients the opportunity to participate in the work program and earn restitution dollars. Work program projects will also allow clients needing community service hours only the opportunity to complete those hours in a structured and supervised environment.

Outcome 80% of clients who owe restitution will participate in work program projects. Less than 15% recidivism rate for clients that successfully complete their restitution requirements and terminate successfully.

Measurement An excel spreadsheet will track work program participants and restitutions made throughout the grant period. Office will complete one year recidivism rate checks.

Timeframe Twenty two work program days will be scheduled and payments will be sent to victims on a monthly basis following assessment of restitution amounts.

GOAL 2

Goal 2 Provide Substance Use and Mental Health Treatment Services to at least 20% of the Diversion Population

Objective 2.1

Objective Collaborate with treatment providers to evaluate treatment needs of Diversion clients and to provide direct services following screening and assessment.

Outcome At least 50% of clients referred for treatment will attend a minimum of eight treatment sessions. Of clients that successfully complete their treatment sessions, less than 25% will recidivate.

Measurement Attendance will be tracked on an excel spreadsheet and treatment providers will send monthly summaries of progress. The office will run 1 and 3 year recidivism rate reports.

Timeframe Cumulative throughout the course of client's individual program.

GOAL 3

Goal 3 To Provide Socially Engaging Programs to Clients in the Program

Objective 3.1

Objective Continue the internship program with local businesses with the potential for future employment opportunities for clients in the program.

Outcome 10% of clients in the program will participate in the internship following compliance in other areas of Diversion.

Measurement Employers will provide weekly time sheets which will then be tracked on an excel spreadsheet and placed in individual envelopes to track hours worked.

Timeframe Clients will work a maximum of 72 hours each over 12 months.

Quality Assurance Plan

Quality Assurance Plan- See instructions for either the Juvenile Diversion or Marijuana Tax Cash fund instructions, as appropriate, for further information. The cases for this project, as well as the case notes and documentation shall be monitored quarterly and reported out on by our System and Project Coordinator to ensure adherence to the grant and goals and objectives. Supervision will be held monthly with the Education Client Manager to ensure that all case plans are being followed and that youth are progressing in the program, and if not, suitable and appropriate interventions and supports are being applied.

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EXHIBIT B2 – BUDGET AND BUDGET NARRATIVE

BUDGET SUMMARY REQUESTED/AWARDED						
	Grant Funds	Cash Match	In-Kind Match	Match Total	Project Total	Percent Match
Personnel	\$ 65,309.00	\$ 24,921.00	\$ 0.00	\$ 24,921.00	\$ 89,301.00	25.96 %
Supplies & Operating	\$ 3,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 3,000.00	0.00 %
Travel	\$ 1,300.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,300.00	0.00 %
Consultants / Contracts	\$ 2,400.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,400.00	0.00 %
Indirect	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00 %
TOTAL	\$ 72,009.00	\$ 24,921.00	\$ 0.00	\$ 24,921.00	\$ 96,001.00	25.96 %

Personnel: Budget & Budget Narrative Details

Position Title and Name	Annual Base Salary	Annual Base Salary To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Annual Fringe	Annual Fringe To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Total Annual Base Salary + Fringe	Total Base Salary + Fringe To Be Paid By Grant Funds	Cash Match	In-Kind Match	Total Match Committed to this Project
Diversion Education Client Manager, Megan Alvarez	\$46,748.00	\$46,748.00	100%	\$18,561.00	\$18,561.00	100%	\$65,309.00	\$65,309.00	\$	\$	\$0.00

Budget Narrative and Justification:

This is the primary position of this project and is fully funded by this grant. The salary is determined by the CDAC annual survey analysis and county market analysis. This position is the lowest paid position in our office and we have had significant turnover in the position so we are increasing the salary slightly by 4%. The fringe is determined by adding monthly the workers comp, FICA, Medicare, Dental, Medical, Vision. There is no disability, Life, or retirement for this position. It is not the same amount monthly so is an ESTIMATE because of the state fiscal year not being the same as the county year, as well as merit increases and medical leave which will be in the 1st quarter. Work Comp: \$36; FICA: \$242; Medicare: \$52; Dental: \$30; Medical: \$1185; Vision: \$2

Position Title and Name	Annual Base Salary	Annual Base Salary To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Annual Fringe	Annual Fringe To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Total Annual Base Salary + Fringe	Total Base Salary + Fringe To Be Paid By Grant Funds	Cash Match	In-Kind Match	Total Match Committed to this Project
Director of Diversion	\$87,503.00	\$	0	\$33,519.00	\$	0	\$121,022.00	\$0.00	\$9,680.00		\$9,680.00

Match Budget Narrative and Justification:

The approximate fringe costs per month are (subject to elections, BOCC changes, and open enrollment changes): Work Comp; \$67; FICA: \$459; Medicare: \$107; Dental: \$31; Disability: \$56; Life: \$12; Medical: \$1391; Retirement: \$666; Vision: \$4 It is not the same amount

The match for this is 8% of salary and fringe for the admin and leadership support for the project as well as the reporting requirements.

Position Title and Name	Annual Base Salary	Annual Base Salary To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Annual Fringe	Annual Fringe To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Total Annual Base Salary + Fringe	Total Base Salary + Fringe To Be Paid By Grant Funds	Cash Match	In-Kind Match	Total Match Committed to this Project
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Personnel: Budget & Budget Narrative Details

	By Grant Funds	Grant Funds	Grant Funds	Grant Funds	Grant Funds	Grant Funds	Grant Funds	Grant Funds	Grant Funds	Grant Funds
Juvenile Intake Counselor	\$49,518.00	\$0.00	0	\$21,618.00	\$0.00	0	\$71,136.00	\$0.00	\$9,680.00	\$9,680.00

Match Budget Narrative and Justification:

The approximate fringe costs per month are (subject to elections, BOCC changes, and open enrollment changes): Work Comp: \$38; FICA: \$258; Medicare: \$60; Dental: \$15; Disability: \$31; Life: \$7; Medical: \$1015; Retirement: \$375; Vision: \$2. It is not the same amount monthly because of the state fiscal year not being the same as the county year, as well as merit increases.

The match for this position is 12.5% for juvenile intakes for all of the project youth including risk assessment and mental health and substance use screens.

Position Title and Name	Annual Base Salary	Annual Base Salary To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Annual Fringe	Annual Fringe To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Total Annual Base Salary + Fringe	Total Base Salary + Fringe To Be Paid By Grant Funds	Cash Match	In-Kind Match	Total Match Committed to this Project
Diversion Counselor	\$60,978.00	0.00	0	\$18,389.00	0.00	0	\$79,367.00	0.00	\$6,349.00		\$6,349.00

Match Budget Narrative and Justification:

The approximate fringe costs per month are (subject to elections, BOCC changes, and open enrollment changes): Work Comp: \$45; FICA: \$311; Medicare: \$72; Dental: \$8; Disability: \$37; Life: \$7; Medical: \$599; Retirement: \$452; Vision: \$1. It is not the same amount monthly because of the state fiscal year not being the same as the county year, as well as merit increases.

The match for this position is 8% to provide family therapy for the youth in the project and assist supervision of interns who will also provide services to the youth and families.

Personnel Total	Annual Base Salary	Annual Base Salary To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Annual Fringe	Annual Fringe To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Total Annual Base Salary + Fringe	Total Base Salary + Fringe To Be Paid By Grant Funds	Cash Match	In-Kind Match	Total Match Committed to this Project
Personnel Total	\$42,224.00	\$42,224.00	100%	\$8,416.00	\$8,416.00	100%	\$50,640.00	\$50,640.00	\$28,970.00		\$28,970.00

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Non-Personnel: Budget & Budget Narrative Details

SUPPLIES & OPERATING

Item	Amount To Be Paid By Grant Funds	Budget Narrative and Justification	Cash Match	In-Kind Match	Match Budget Narrative and Justification
ARTT Supplies	\$3,600	Supplies are based on the various types of art mediums (paint, film, string, glue, markers and framing supplies). Based on previous project budgets and the Diversion programs decision to work with some of the same artists, cost for ARTT supplies will average \$1,800 per project. Two ARTT projects x \$1,800 per project = \$3,600.	\$1,225	\$	A cash match of \$1,225 from Think360 Arts for one artist to purchase art supplies for Acquiring Restitution Through Talent art program. Supplies are based on the various types of art mediums (paint, film, string, glue, markers and framing supplies). Think360 supplements their artist's project through grant funds. One ARTT project x \$1,225 per project = \$1,225 in cash match from Think360.
Snacks for ARTT Program	\$1,120	Due to ARTT class sessions being held immediately following school, it is beneficial to provide snacks for clients in between school and dinner. This will help to keep clients focused on working during ARTT class. Approximately 10 clients attend each ARTT class. The amount allocated for snacks per class = \$70.00. 70.00 x 16 class sessions = \$1,120. The total amount requested for snacks = \$1,120	\$	\$	
Restitution Work Program Supplies	\$3,300	Supplies are based on items and tools needed to paint, repair/landscaping, additional work in the community and lunch for work projects. Work program supply's and lunch per project equals \$150.00 x 22 projects = \$3,300. The amount requested for the Restitution Work Program supplies and food = \$3,300	\$	\$	
Stipends for Restitution Work Program	\$9,240	The work program is a 12 month program and a total of 22 projects during the course of the grant period with approximately seven clients that owe working each project. Seven clients x \$60 stipend per six hours of work = \$420 per project x 22 projects = \$9,240. The total amount requested for stipends is \$9,240.00	\$	\$	
Stipends for Internships	\$2,976	An Internship Program will allow clients to identify possible career choices, to develop a work ethic, to understand the steps that are necessary to secure and maintain employment, to learn day to day operations of an organization, and to develop skill sets. A total of 5 clients will be hand selected per year to participate based on full compliance with Diversion requirements, school attendance and grades, ability to effectively communicate, work ethic and completion of work program restitution payments if restitution is owed. Each client will work a total of 64 hours x \$9.30 per hour = \$595.20 total per client x 5 clients = \$2,976. Total Amount requested for Internship Stipends = \$2,976	\$	\$	
ARTT sales booth rental fees	\$231	In some cases, a registration fee is required to rent booth space for selling items. This includes the COVA Conference space, other fairs and art studio space if not donated. The total amount requested for fees is \$231.00	\$	\$	

Non-Personnel: Budget & Budget Narrative Details

		To enhance staff knowledge base, skill levels and to provide additional screening tools for assessment of client needs during their Diversion term. With the addition of two new staff members, they will need several trainings on how to work with Juvenile Justice population. Each of our eight staff members will attend at least one paid training per year at an approximate cost of \$250 = \$2000. Trainings can include guidance on how to teach in house and/or Denver Juvenile Services Center Collaborative groups and on-going Motivational Interviewing training work. Total requested for staff training = \$2000		
Local Staff Trainings	\$2,000		\$	\$
		Initial and on-going UA testing to determine sobriety levels for clients in the program. Approximately 80% of clients drop a UA during intake and in cases where a clients is using, additional UA's will be obtained for potential treatment services throughout their Diversion program. 120 clients x 5.00 per lab UA - \$600. Subsequent UA's for approximately 50% of remaining clients = 60 clients x 4 UA's each is 240 UA's x 5.00 = \$1200. In addition, testing supplies = \$200. Total amount requested for UA testing and Supplies = \$2000		
UA Testing and Supplies	\$2,000		\$	\$
		Transportation costs for clients in the program to and from Diversion Program. Each client is given two tickets each visit, one to return home from groups/programs and one for travel to the next program. Ten discounted ticket book costs = \$5.85 per book x 100 books = \$585. Amount requested for RTD is \$585		
RTD Bus Tickets for Clients	\$585		\$	\$
Supplies & Operating Total	\$25,052		\$1,225	\$0

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TRAVEL					
Item	Amount To Be Paid By Grant Funds	Budget Narrative and Justification	Cash Match	In-Kind Match	Match Budget Narrative and Justification
Lodging and Per Diem for COVA Conference in Keystone	\$920	Travel to the COVA Conference in Keystone Colorado to sell ARTT items. The \$920 amount requested for travel will be used for hotel costs and per diem for two staff members. State and local rates were used in calculating totals. October 25th per diem cost = 75% of \$64.00 = \$48 per person x 2 = \$96.00 total. October 26th, per diem costs - \$64.00 x 2 = \$128. October 27th, per diem costs = 75% of \$64.00 = \$48.00 x 2 staff = \$96.00. Total Per Diem Costs = \$320.00 for two staff members. Hotel Costs = \$150.00 per night x 4 nights = \$600.00 total for 2 nights and two staff members (1 male and 1 female staff member). Total cost for per diem and hotel = \$920	\$	\$	
Travel Total	\$920		\$0	\$0	
CONSULTANTS/CONTRACTS (PROFESSIONAL SERVICES)					
Item	Amount To Be Paid By Grant Funds	Budget Narrative and Justification	Cash Match	In-Kind Match	Match Budget Narrative and Justification
OMNI Institute	\$1,000		\$	\$	
Artist Honoraria	\$1,200	Artist Honoraria are funds to be used for local artists to cover preparation and class time with Diversion clients. Each artist will teach approximately 2.0 hour class sessions. Hourly rate for each artist is paid at \$75.00 per hour. Think360, Diversion's partner organization will pay for Artists Honoraria and supplies for an additional artist. In addition to class hours, artist spend approximately 15 additional hours shopping for supplies, preparing art items, setting up art room, finishing items, etc. One Think360 artists will be paid at the following rate: \$75.00 per hour x 2 hours per class session x 8 class sessions = \$1,200.	\$	\$	
EMDR & Trauma Treatment Services	\$18,675	In cases where Drug & Alcohol use is not present, clients will be referred to mental health treatment services through established treatment service providers. Treatment will focus on helping clients and their parents overcome trauma related difficulties. Treatment is designed to reduce negative emotional and behavioral responses following child abuse and other trauma related events. Clients will attend weekly sessions at the Diversion office or in their home in cases where transportation is an issue. Each client will complete at least 12 sessions that will range in price from \$80.00 per session to \$100 per session, depending on which service provider is appropriate for treatment. The approximate number of clients receiving treatment is nineteen clients. Total amount requested for Mental Health treatment services = \$18,675.	\$	\$	
Clinical Psychologist Services	\$3,450	Dr. Sarah Patz has served as the Clinical Psychologist to Diversion Officers from 2014 to present. Dr. Patz meets individually with Diversion Officers to help develop case planning for clients based on the MAYSI-2 and CJRA assessment results. Dr. Patz will review results of the MAYSI assessment tool and assist in designing treatment plans for clients in Diversion. Dr. Patz will meet with staff once per month for approximately 1 hour each and consult with 5 Diversion Officers Dr. Patz will meet with staff twelve days throughout the grant period. The DA's	\$3,450	\$	The DA's office will provide a cash match for ½ of the full amount at \$3,450. Five hours of consulting x 12 staffings per year x \$115 per hour = \$3,450.

office will provide a cash match for ½ of the full amount at \$3,450. Five hours of consulting x 12 staffings per year x \$115 per hour = \$3,450.

Consultants/Contracts Total	\$24,325		\$3,450	\$0
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INDIRECT

Item	Amount To Be Paid By Grant Funds	Budget Narrative and Justification	Cash Match	In-Kind Match	Match Budget Narrative and Justification
	\$		\$	\$	
Indirect Total	\$0		\$0	\$0	

Item	Amount To Be Paid By Grant Funds	Budget Narrative and Justification	Cash Match	In-Kind Match	Match Budget Narrative and Justification
Non Personnel Total	\$50,297		\$4,675	\$0	

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EXHIBIT C – SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	Original Contract Number Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount	Option Contract Number Insert CMS number or Other Contract Number of this Option
Initial Term State Fiscal Year 20xx \$0.00	Contract Performance Beginning Date The later of the Effective Date or Month Day, Year
Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00	
Total for All State Fiscal Years \$0.00	Current Contract Expiration Date Month Day, Year

2. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

3. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

4. OPTION EFFECTIVE DATE:

- A. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

<p align="center">STATE OF COLORADO John W. Hickenlooper, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE</p> <p>_____ By: Name & Title of Person Signing for Agency or IHE</p> <p>Date: _____</p>	<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p align="right">Option Effective Date: _____</p>
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EXHIBIT D – SAMPLE GRANT FUNDING CHANGE LETTER

State Agency Insert Department's or IHE's Full Legal Name	Grant Funding Change Letter Number Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	Original Grant Number Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Grant Funding Change Letter Contract Number Insert CMS number or Other Contract Number of this Option Contract Performance Beginning Date The later of the Effective Date or Month Day, Year Current Contract Expiration Date Month Day, Year

5. GRANT FUNDING CHANGE

In accordance with **§Insert Section Number** of the Original Grant referenced above, the State Agency listed above commits the following funds to the grant:

- A. The funding available for State Fiscal Year 20xx is Increased/Decreased by \$Amount of Change, because Insert Reason For Change.
- B. The total funding avail for all State Fiscal Years as of the effective date of this Grant Funding Change Letter is shown as the current contract maximum above.

6. TERMINOLOGY

All terminology used in this Grant Funding Change Letter shall be interpreted in accordance with the Original Grant referenced above.

7. NO ORDER FOR WORK

This Grant Funding Change Letter modifies the available funding only and does not constitute an order or authorization for any specific services or goods under the Grant.

8. GRANT FUNDING CHANGE LETTER EFFECTIVE DATE:

The effective date of this Grant Funding Change Letter is upon approval of the State Controller or _____, whichever is later.

<p>STATE OF COLORADO John W. Hickenlooper, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE</p> <p>_____</p> <p>By: Name & Title of Person Signing for Agency or IHE</p> <p>Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p>Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p>Grant Funding Change Letter Effective Date: _____</p>



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 27, 2017
SUBJECT: Acceptance of Correction Deed from South Adams County Water and Sanitation District and the City and County of Denver
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Correction Deed by resolution

BACKGROUND:

Adams County received a Special Warranty Deed in 2006 for right-of-way dedication from South Adams County Water and Sanitation District and the City and County of Denver for property located in the Northeast Quarter of Section 3, Township 2 South, Range 67 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Correction 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.

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Draft Resolution

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

**RESOLUTION ACCEPTING A CORRECTION DEED FROM SOUTH ADAMS
COUNTY WATER AND SANITATION DISTRICT AND CITY AND COUNTY OF
DENVER TO ADAMS COUNTY CONVEYING PROPERTY FOR RIGHT-OF-WAY
PURPOSES**

Resolution 2017-

WHEREAS, Adams County received a Special Warranty Deed in 2006 for right-of-way dedication from South Adams County Water and Sanitation District and the City and County of Denver for property located in the Northeast Quarter of Section 3, Township 2 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, the 2006 deed contained an error in the legal description that the parties corrected by means of the attached March 12, 2007 Correction Deed; 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 South Adams County Water and Sanitation District and City and County of Denver, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 2007000034344.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Special Warranty Deed received from South Adams County Water and Sanitation District and City and County of Denver, a copy of which has been duly recorded, is hereby accepted by Adams County.

CORRECTION DEED

THIS DEED, dated March 12, 2007,

between **South Adams County Water and Sanitation District**,

a quasi-municipal corporation of the State of Colorado, and

City and County of Denver, acting by and through its Board of Water

Commissioners, a municipal corporation duly organized and existing under and by
virtue of the laws of the State of Colorado, Grantors, and

The **County of Adams**, State of Colorado, a body politic, Grantee,

Whose legal address is: 450 South 4th Avenue
Brighton, Colorado 80601

WITNESS, that the Grantors, for and in consideration of the promises,
agreements and covenants described in the Intergovernmental Agreement between the
parties dated June 25, 2003, the receipt and sufficiency of which is hereby
acknowledged, have granted, bargained, sold and conveyed, and by these presents do
grant, bargain, sell, convey and confirm unto the Grantee, its successors and assigns
forever, for drainage detention purposes, all the real property, together with
improvements, if any, situate, lying and being in the County of Adams and State of
Colorado, described as follows:

See Exhibit "A" attached hereto and made a part hereof.

**This deed is given to correct the description used in a former deed between
the parties hereto, dated August 24, 2006, and recorded on September 7, 2006, at
Reception Number 20060907000903120 in the office of the Clerk and Recorder of
Adams County.**

After Recording, Please Mail To:

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

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2
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X

Grantors reserve all water, water rights, or rights to the use of water associated with or appurtenant to the lands conveyed hereunder.

TOGETHER with all and singular the hereditaments and appurtenances thereunto 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 Grantors, 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 Grantors, for themselves, their successor and assigns do covenant and agree that they 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 claiming the whole or any part thereof by and through or under the Grantors.

IN WITNESS WHEREOF, the Grantors have caused their corporate names to be hereunto subscribed, and corporate seals to be hereunto affixed, the date and year first above written.

APPROVED

Engineering Division

**CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS**

By 
for H.J. Barry, Manager

APPROVED AS TO FORM:

Legal Division

STATE OF COLORADO)
) ss
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 12th day of March 2007, by Brian Good for H.J. Barry as Manager of the City and County of Denver, acting by and through its Board of Water Commissioners, a municipal corporation.



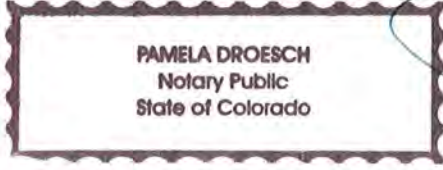
Witness my hand and official seal.
My commission expires: 5/3/2010
Patricia E. Williams
Notary Public

SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT

By Gregory A. Fabisiak
Gregory A. Fabisiak, Manager

STATE OF COLORADO)
) ss
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this 28th day of February 2007, by Gregory A. Fabisiak as Manager of South Adams County Water and Sanitation District, a quasi-municipal corporation.



Witness my hand and official seal.
My commission expires: 5-19-09
Pamela Drosch
Notary Public


EXHIBIT "A"

A parcel of land situated in the northeast quarter (NE ¼) of Section 3, Township 2 South, Range 67 West of the Sixth Principal Meridian, Adams County, Colorado more particularly described as follows:

BEGINNING at a point from which the northeast corner of said Section 3 bears North 80°25'11" East 1742.80 feet;
thence South 33°45'54" West 311.90 feet;
thence North 86°59'36" West 579.00 feet;
thence North 00°56'06" West 31.14 feet;
thence North 16°15'25" East 420.03 feet;
thence North 89°24'04" East 290.00 feet 60 feet south of and parallel with the north line of said northeast quarter of said Section 3;
thence South 58°49'07" East 402.67 feet to the POINT OF BEGINNING as shown on Denver Water CAD drawing 11112-3 a copy of which is attached hereto and made a part hereof.

This parcel contains 5.971 acres more or less.

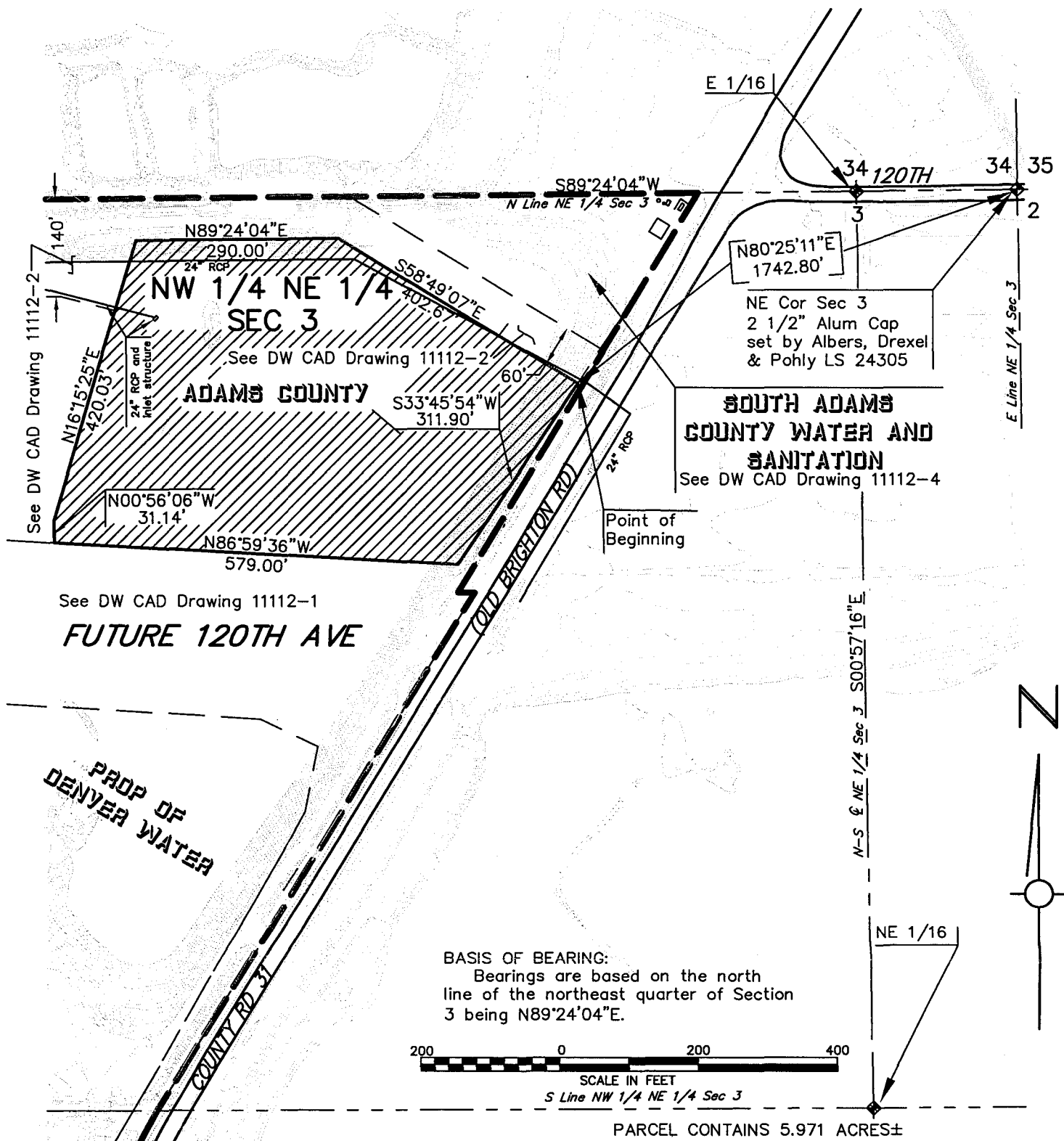
N:\WORD\LEGALS\2002\11112-3



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

Denver Water
1600 West 12th Avenue
Denver, Colorado 80204

NE 1/4 SECTION 3, TOWNSHIP 2 SOUTH, RANGE 67 WEST 6th P M
 ----- ADAMS COUNTY -----



BASIS OF BEARING:
 Bearings are based on the north line of the northeast quarter of Section 3 being N89°24'04\"/>



PARCEL CONTAINS 5.971 ACRES±

LEGEND BOUNDARY D.W.D. PROPERTY REAL ESTATE CONVEYED	DOCUMENT DATED SEC'Y FILE DOC. RIMS ITEM NO. CARD NO.	DENVER WATER ROAD RUNNER'S REST RESERVOIR REAL ESTATE CONVEYED TO ADAMS COUNTY
	DRN. 908 PM. JTP S. APPD <i>David J. Smith</i> SHEET 1 OF 1 SHEETS	



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 27, 2017
SUBJECT: Acceptance of Warranty Deed from Michael Fabrizio
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Warranty Deed by resolution

BACKGROUND:

Adams County acquired 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 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

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.

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

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 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Michael Fabrizio, as recorded at the Adams County Clerk and Recorder's Office at Reception Number C1033260.

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

Page 1 of 1
Columbine Street
Parcel Number: 3R

EXHIBIT "A"

PARCEL NUMBER: 3R
DATE: 04/29/02

LEGAL DESCRIPTION


A tract or parcel of land No.3R of Adams County, Colorado, containing 5,437 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 ¼ corner of said Section; Thence N00°05'15"W along the West line of said Section, a distance of 265.59 feet; Thence N89°54'45"E at a right angle to the last course, a distance of 281.14 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 35.06 feet to the Northeasterly right of way of I-270 (April, 2002);
3. Thence N32°50'15"W along said Northeasterly right of way, a distance of 66.70 feet;
4. Thence N00°05'15"W continuing along said Northeasterly right of way, a distance of 34.40 feet to the South right of way of East 68th Place (April, 2002);
5. Thence N89°35'15"E along said South right of way, a distance of 71.14 feet to the TRUE POINT OF BEGINNING.

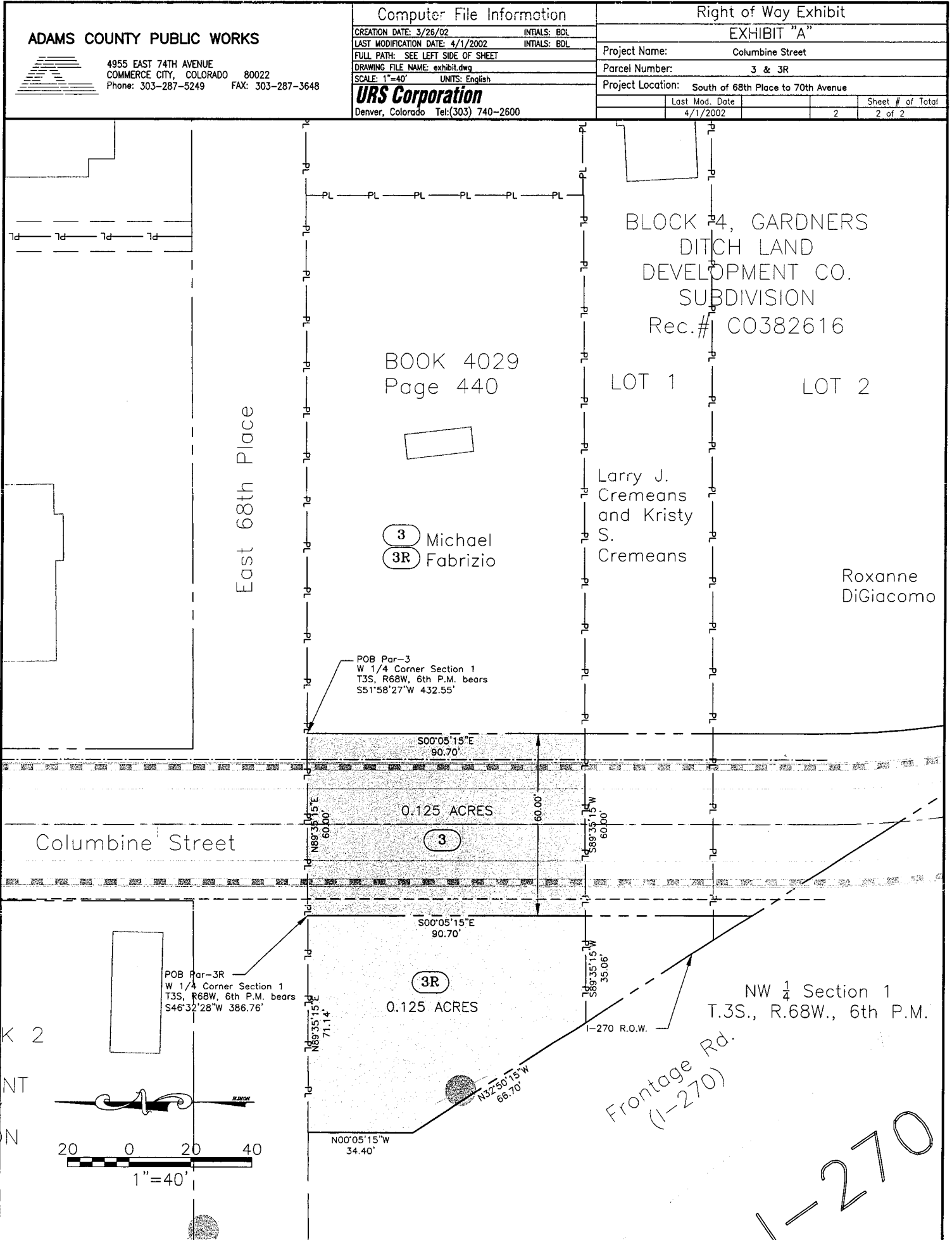
The above described parcel contains 5,437 square feet (0.12 acres), more or less.

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

(Circular notary seal for Thomas W. Stoutenburg, Colorado Registered Professional Land Surveyor, License #22103, expires 04-29-02)

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





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 27, 2017
SUBJECT: Acceptance of Special Warranty Deeds from Reinaldo E. Gallegos and Marianne Gallegos
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Special Warranty Deeds by resolution

BACKGROUND:

Adams County is acquiring property in conjunction with the Lowell Boulevard Street Improvements - West 62nd Avenue to West 68th Avenue, located in Section 5 and Section 6, Township 3 South, Range 68 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Special 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.

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Draft Resolution

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

**RESOLUTION ACCEPTING SPECIAL WARRANTY DEEDS CONVEYING
PROPERTY TO ADAMS COUNTY FOR THE LOWELL BOULEVARD STREET
IMPROVEMENTS – WEST 62ND AVENUE TO WEST 68TH AVENUE**

Resolution 2017-

WHEREAS, Adams County received Special Warranty Deeds in 2008 for right-of-way dedication for Lowell Boulevard right-of-way in conjunction with the Lowell Boulevard Street Improvements – West 62nd Avenue to West 68th Avenue, located in Section 5 and Section 6, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Reinaldo E. Gallegos and Marianne Gallegos, as recorded at the Adams County Clerk and Recorder's Office at Reception Numbers 2008000073112, 2008000073113, 2008000073114, and 2008000091412.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Special Warranty Deeds received from Reinaldo E. Gallegos and Marianne Gallegos, copies of which have been duly recorded, are hereby accepted by Adams County.

EXHIBIT "A"
TO

WARRANTY DEED

BETWEEN

REINALDO E. GALLEGOS AND MARIANNE GALLEGOS

AND

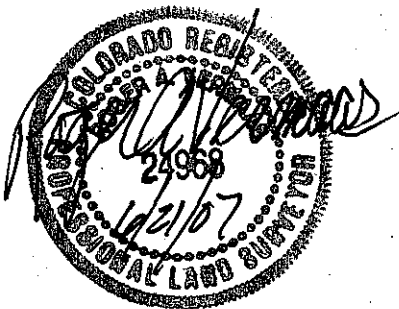
THE COUNTY OF ADAMS, STATE OF COLORADO

OWNER: RICHARD BONGIOVANNI
ADDRESS: 6791 LOWELL BLVD.

PARCEL NO.: 0182506400002

OWNER: REINALDO GALLEGOS
ADDRESS: 6771 LOWELL BLVD.

PARCEL NO.: 0182506400003
BOOK 6100, PAGE 673



OWNER: REINALDO GALLEGOS
ADDRESS: 6751 LOWELL BLVD.

PARCEL NO.: 0182506400004

10.00'

30.00'

LOWELL BOULEVARD

1,000 SF

10.00'

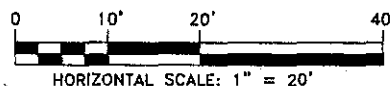
E. LINE, SE 1/4, SEC. 6

A STRIP OF LAND BEING 10.00 FEET IN WIDTH, WITHIN A PARCEL OF LAND AS DESCRIBED IN BOOK 6100, AT PAGE 673, IN ADAMS COUNTY, COLORADO, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6 TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M. COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE EASTERLY 10.00 FEET OF THE WEST 217.00 FEET OF THE EAST 247.00 FEET OF THE SOUTH 100.00 FEET OF THE NORTH 200.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6.

SAID STRIP OF LAND CONTAINS 1,000 SQUARE FEET OR 0.0229 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:	PUBLIC RIGHT-OF-WAY	CLIENT:	ADAMS COUNTY	JOB NUMBER:	---
DRAWN BY:		LOCATION:	6771 LOWELL BOULEVARD	DOCUMENT NUMBER:	32
CHECKED BY:	<p>8100 South Akron Street, Suite 300, Englewood, CO 80112 Phone (303) 221-0802 / Fax (303) 221-4019</p>	SECTION	TOWNSHIP	RANGE	SCALE:
DATE:		6	3S	68W	1" = 20'
REV:		SIXTH PRINCIPAL MERIDIAN			SHEET:
REV:		ADAMS COUNTY, COLORADO			

EXHIBIT "A"
 TO
 WARRANTY DEED
 BETWEEN
 REINALDO E. GALLEGOS AND MARIANNE GALLEGOS
 AND
 THE COUNTY OF ADAMS, STATE OF COLORADO

E 1/4 COR.,
 SECTION 6
 P.O.C.

OWNER: REINALDO GALLEGOS
 ADDRESS: 6771 LOWELL BLVD.
 PARCEL NO.: 0182506400003

S89°08'01"E
 10.00'

P.O.B.

N89°08'01"W
 30.00'

S00°51'59"W 200.00'

E. LINE, SE 1/4, SEC. 6

LOWELL BOULEVARD

OWNER: REINALDO GALLEGOS
 ADDRESS: 6751 LOWELL BLVD.
 PARCEL NO.: 0182506400004
 BOOK 2429, PAGE 187

1,000 SF

N00°51'59"E 100.00'

S00°51'59"W 100.00'

N00°51'59"E

30.00'



OWNER: REINALDO GALLEGOS
 ADDRESS: 6731 LOWELL BLVD.
 PARCEL NO.: 0182506400005
 N89°08'01"W
 10.00'

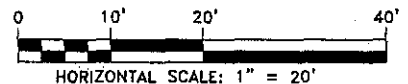
A STRIP OF LAND BEING 10.00 FEET IN WIDTH, WITHIN A PARCEL OF LAND AS DESCRIBED IN BOOK 2429, AT PAGE 187, IN ADAMS COUNTY, COLORADO, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6 TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M. COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6, THENCE S00°51'59"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 200.00 FEET TO A POINT; THENCE N89°08'01"W, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF SAID DESCRIBED PARCEL, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE S00°51'59"W, ALONG THE EASTERLY LINE OF SAID PARCEL, A DISTANCE OF 100.00 FEET TO THE SOUTHEAST CORNER OF SAID DESCRIBED PARCEL; THENCE N89°08'01"W, ALONG THE SOUTHERLY LINE OF SAID PARCEL, A DISTANCE OF 10.00 FEET TO A POINT; THENCE N00°51'59"E, A DISTANCE OF 100.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL; THENCE S89°08'01"E, ALONG SAID NORTHERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID STRIP OF LAND CONTAINS 1,000 SQUARE FEET OR 0.0229 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



HORIZONTAL SCALE: 1" = 20'

SURVEYED BY:	PUBLIC RIGHT-OF-WAY	CLIENT:	ADAMS COUNTY	JOB NUMBER:	---
DRAWN BY:		LOCATION:	6751 LOWELL BOULEVARD	DOCUMENT NUMBER:	33
CHECKED BY:	 6100 South Akron Street, Suite 300, Englewood, CO 80112 Phone (303) 221-0802 / Fax (303) 221-4919	SECTION	TOWNSHIP	RANGE	SCALE:
DATE:		6	3S	68W	1" = 20'
REV:		SIXTH PRINCIPAL MERIDIAN			SHEET:
REV:	ADAMS COUNTY, COLORADO				

EXHIBIT "A"

OWNER: REINALDO GALLEGOS
 ADDRESS: 6751 LOWELL BLVD.
 PARCEL NO.: 0182506400004

E 1/4 COR.
 SECTION 6

P.O.C.

S00°51'59"W
 300.00'

S89°08'01"E
 10.00'

P.O.B.

N89°08'01"W
 30.00'

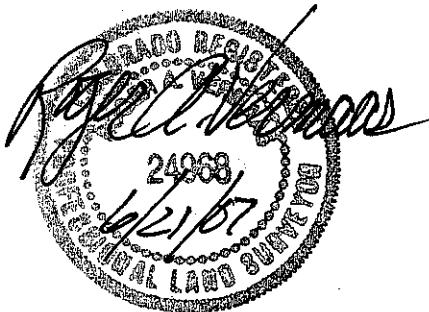
TO
 WARRANTY DEED
 BETWEEN
 REINALDO E. GALLEGOS AND MARIANNE GALLEGOS
 AND
 THE COUNTY OF ADAMS, STATE OF COLORADO

OWNER: REINALDO GALLEGOS
 ADDRESS: 6731 LOWELL BLVD.
 PARCEL NO.: 0182506400005
 BOOK 2178, PAGE 380

E. LINE, SE 1/4, SEC. 6

LOWELL BOULEVARD

2,000 SF
 S00°51'59"W 200.00'
 N00°51'59"E 200.00'



N89°08'01"W
 10.00'

WESTPORT ON THE LAKE FILE 12, MAP 109
 RECEPTION NO. 843398

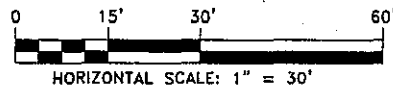
A STRIP OF LAND BEING 10.00 FEET IN WIDTH, WITHIN A PARCEL OF LAND AS DESCRIBED IN BOOK 2178, AT PAGE 380, IN ADAMS COUNTY, COLORADO, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6 TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M. COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6, THENCE S00°51'59"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 300.00 FEET TO A POINT; THENCE N89°08'01"W, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF SAID DESCRIBED PARCEL, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE S00°51'59"W, ALONG THE EASTERLY LINE OF SAID PARCEL, A DISTANCE OF 200.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE N89°08'01"W, ALONG THE SOUTHERLY LINE OF SAID PARCEL, A DISTANCE OF 10.00 FEET TO A POINT; THENCE N00°51'59"E, A DISTANCE OF 200.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL; THENCE S89°08'01"E, ALONG SAID NORTHERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID STRIP OF LAND CONTAINS 2,000 SQUARE FEET OR 0.0459 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.



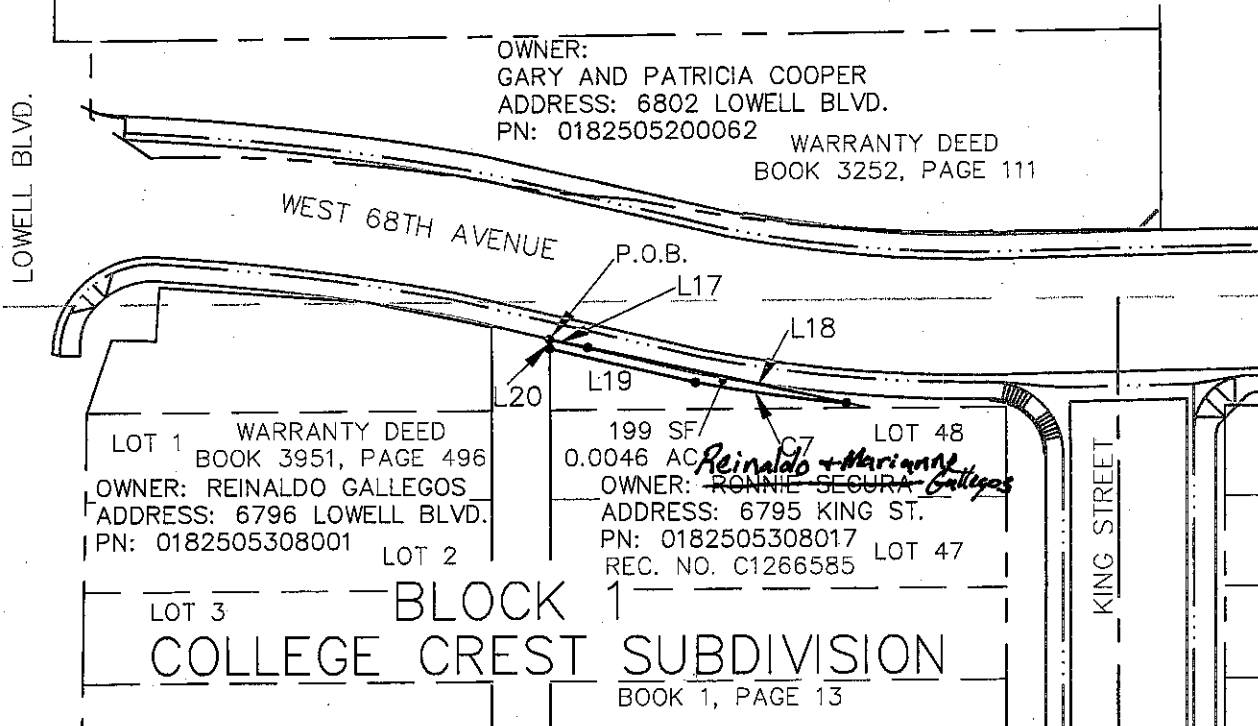
SURVEYED BY:	PUBLIC RIGHT-OF-WAY 8100 South Akron Street, Suite 300, Englewood, CO 80112 Phone (303) 221-0802 / Fax (303) 221-4019	CLIENT:	ADAMS COUNTY.	JOB NUMBER:	---	
DRAWN BY:		LOCATION:	6731 LOWELL BOULEVARD	DOCUMENT NUMBER:	34	
CHECKED BY:		SECTION	TOWNSHIP	RANGE	SCALE:	1" = 30'
DATE: 03/29/07 REV: 06/14/07 REV:		6	3S	68W	SIXTH PRINCIPAL MERIDIAN	SHEET: 1 of 1
		ADAMS COUNTY, COLORADO				

EXHIBIT "A"

LINE TABLE		
LINE	BEARING	LENGTH
L17	S78°05'14"E	10.56
L18	S77°30'14"E	72.50
L19	N76°33'03"W	40.89
L20	N00°11'54"W	2.49

CURVE TABLE					
CURVE	LENGTH	DELTA	RADIUS	CHB	CHL
C7	41.77	05°55'02"	404.41	N81°55'03"W	41.75

TO
SPECIAL WARRANTY DEED
BETWEEN
REINALDO E. GALLEGOS AND MARIANNE GALLEGOS
AND
THE COUNTY OF ADAMS, STATE OF COLORADO



A PORTION OF A PARCEL OF LAND, AS RECORDED IN ADAMS COUNTY, COLORADO AT RECEPTION NO. C1266585, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5 TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M. COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL, THENCE RUNNING ALONG THE NORTHERLY LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES:

1. S78°05'14"E, A DISTANCE OF 10.56 FEET TO A POINT;
2. S77°30'14"E, A DISTANCE OF 72.50 FEET TO A POINT OF CURVATURE;

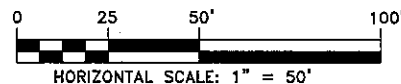
THENCE 41.77 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONTAINING AN INTERIOR ANGLE OF 05°55'02", HAVING A RADIUS OF 404.41 FEET AND A CHORD BEARING N81°55'03"W, A DISTANCE OF 41.75 FEET TO A POINT;

THENCE N76°33'03"W, A DISTANCE OF 40.89 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL;

THENCE N00°11'54"W, ALONG SAID WESTERLY LINE, A DISTANCE OF 2.49 FEET TO THE POINT OF BEGINNING.

SAID PORTION OF LAND CONTAINS 199 SQUARE FEET OR 0.0046 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:	PUBLIC RIGHT-OF-WAY 8100 South Akron Street, Suite 300, Englewood, CO 80112 Phone (303) 221-0802 / Fax (303) 221-4019	CLIENT:	ADAMS COUNTY	JOB NUMBER:	---				
DRAWN BY:		LOCATION:	3485 WEST 68TH AVENUE	DOCUMENT NUMBER:	4				
CHECKED BY:		SECTION:	5	TOWNSHIP:	3S	RANGE:	68W	SCALE:	1" = 50'
DATE: 04/08/08 REV: 04/22/08 REV:		SIXTH PRINCIPAL MERIDIAN	ADAMS COUNTY, COLORADO	SHEET:	1 of 1				



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 27, 2017
SUBJECT: Acceptance of Warranty Deed from Adams County School District 50
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Warranty Deed by resolution

BACKGROUND:

Adams County is acquiring property in conjunction with the Lowell Boulevard Street Improvements - West 62nd Avenue to West 68th Avenue, located in the Southwest Quarter of Section 5, Township 3 South, Range 68 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney, 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.

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Draft Resolution

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

**RESOLUTION ACCEPTING A WARRANTY DEED FROM ADAMS COUNTY
SCHOOL DISTRICT 50 TO ADAMS COUNTY FOR THE LOWELL BOULEVARD
STREET IMPROVEMENTS – WEST 62ND AVENUE TO WEST 68TH AVENUE**

Resolution 2017-

WHEREAS, Adams County received a Warranty Deed in 2008 for right-of-way dedication for West 68th Avenue right-of-way in conjunction with the Lowell Boulevard Street Improvements – West 62nd Avenue to West 68th Avenue, located in the Southwest Quarter of Section 5, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Adams County School District 50, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 2008000091413.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Adams County School District 50, a copy of which has been duly recorded, is hereby accepted by Adams County.

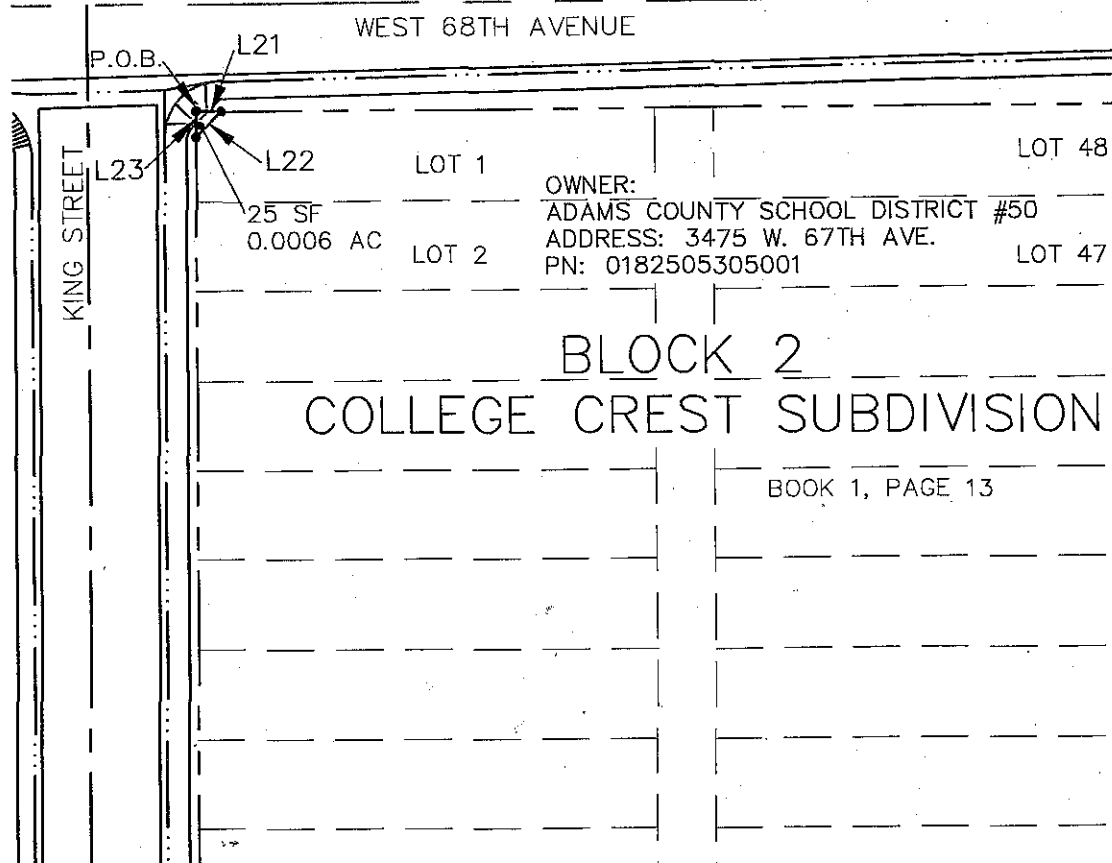
EXHIBIT "A"

TO
WARRANTY DEED
 BETWEEN
ADAMS COUNTY SCHOOL DISTRICT 50
 AND
THE COUNTY OF ADAMS, STATE OF
COLORADO
 Page 1 of 2

LINE TABLE		
LINE	BEARING	LENGTH
L21	N89°48'20"E	6.94
L22	S44°23'14"W	9.92
L23	N00°00'25"W	7.07

OWNER:
 RAYMUNDO AND JUANA RAMIREZ
 ADDRESS: 3485 W. 68TH AVE.
 PN: 0182505200064

WARRANTY DEED
 BOOK 3873, PAGE 12



A PORTION OF LOT 1, BLOCK 2, COLLEGE CREST SUBDIVISION, AS RECORDED IN ADAMS COUNTY, COLORADO IN BOOK 1 AT PAGE 13, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5 TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M. COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

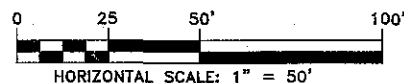
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT, THENCE N89°48'20"E, ALONG THE NORTHERLY LINE OF SAID LOT, A DISTANCE OF 6.94 FEET TO A POINT;

THENCE S44°23'14"W, A DISTANCE OF 9.92 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT;

THENCE N00°00'25"W, ALONG SAID WESTERLY LINE, A DISTANCE OF 7.07 FEET TO THE POINT OF BEGINNING.

SAID PORTION OF LAND CONTAINS 25 SQUARE FEET OR 0.0006 ACRES OF LAND, MORE OR LESS.

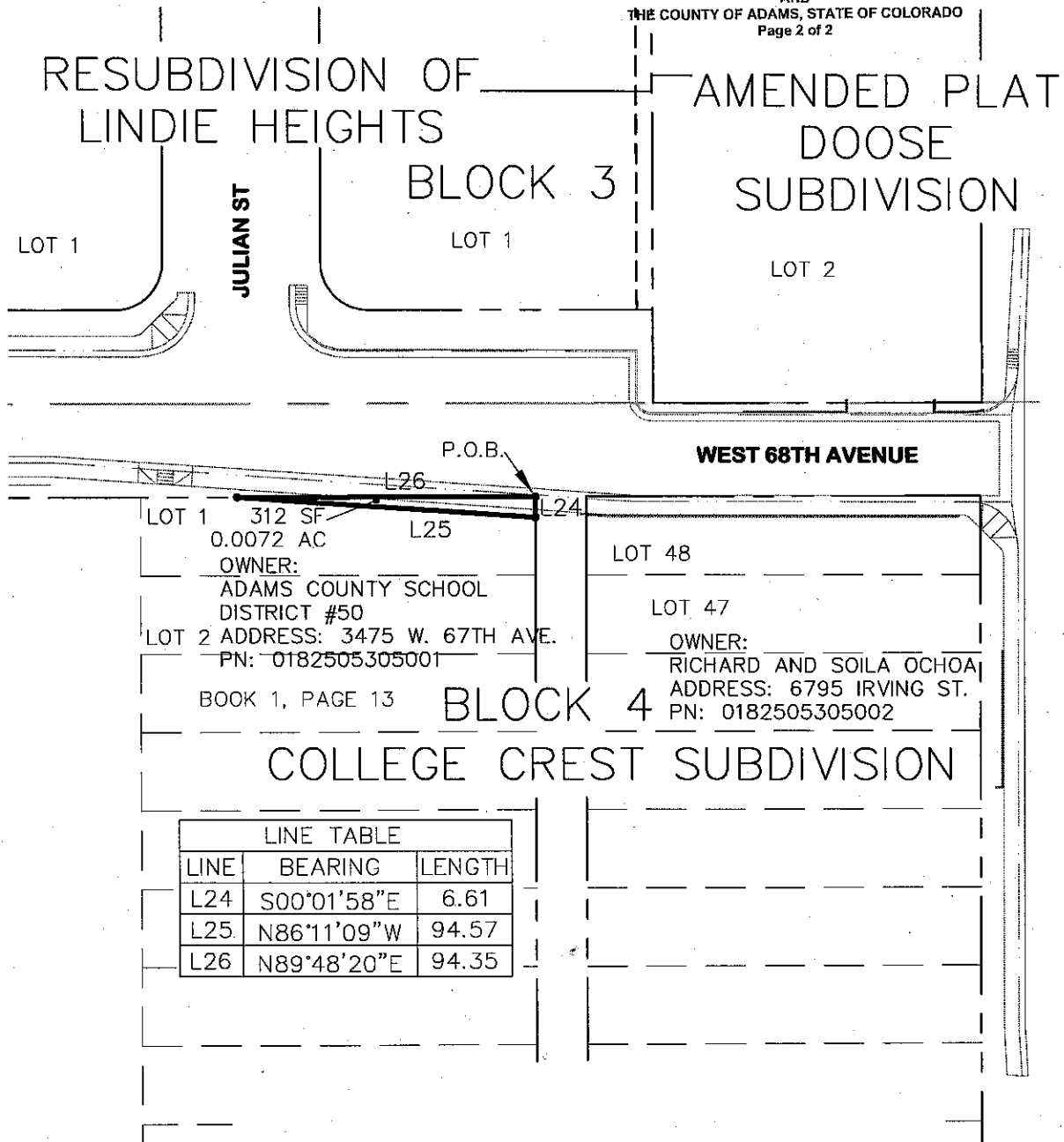
THE INFORMATION PRESENTED ON THIS EXHIBIT IS BASED ON RECORDED DOCUMENTS FROM ADAMS COUNTY NO FIELD VERIFICATION HAS BEEN PERFORMED TO CONFIRM ACTUAL LOCATION OF MONUMENTS, PROPERTY CORNERS OR OTHER FEATURES DEPICTED ON THIS EXHIBIT



SURVEYED BY:	PUBLIC RIGHT-OF-WAY	CLIENT:	ADAMS COUNTY	JOB NUMBER:	---	
DRAWN BY:		LOCATION:	3475 WEST 67TH AVENUE	DOCUMENT NUMBER:	5	
CHECKED BY:		SECTION	TOWNSHIP	RANGE	SCALE:	1" = 50'
DATE: 04/08/08 REV: 05/07/08 REV:		5	3S	68W	SHEET:	1 of 1
 6100 South Akron Street, Suite 300, Englewood, CO 80112 Phone (303) 221-0802 / Fax (303) 221-4019		SIXTH PRINCIPAL MERIDIAN ADAMS COUNTY, COLORADO				

EXHIBIT "A"

TO
WARRANTY DEED
BETWEEN
ADAMS COUNTY SCHOOL DISTRICT 50
AND
THE COUNTY OF ADAMS, STATE OF COLORADO
Page 2 of 2



LINE TABLE		
LINE	BEARING	LENGTH
L24	S00°01'58"E	6.61
L25	N86°11'09"W	94.57
L26	N89°48'20"E	94.35

A PORTION OF LOT 1, BLOCK 4, COLLEGE CREST SUBDIVISION AS RECORDED IN ADAMS COUNTY, COLORADO IN BOOK 1 AT PAGE 13, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5 TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M. COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

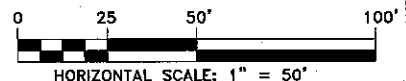
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT, THENCE S00°01'58"E, ALONG THE EASTERLY LINE OF SAID LOT, A DISTANCE OF 6.61 FEET TO A POINT;

THENCE N86°11'09"W, A DISTANCE OF 94.57 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT;

THENCE N89°48'20"E, ALONG SAID NORTHERLY LINE, A DISTANCE OF 94.35 FEET TO THE POINT OF BEGINNING.

SAID PORTION OF LAND CONTAINS 312 SQUARE FEET OR 0.0072 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:	PUBLIC RIGHT-OF-WAY	CLIENT:	ADAMS COUNTY	JOB NUMBER:	---	
DRAWN BY:		LOCATION:	3475 WEST 67TH AVENUE	DOCUMENT NUMBER:	6	
CHECKED BY:		SECTION	TOWNSHIP	RANGE	SCALE:	1" = 50'
DATE: 04/08/08		5	JS	68W	SHEET:	1 of 1
REV:	ICON ENGINEERING INC. 6100 South Akron Street, Suite 300, Englewood, CO 80112 Phone (303) 221-0802 / Fax (303) 221-4D19		SIXTH PRINCIPAL MERIDIAN			
REV:	ADAMS COUNTY, COLORADO					



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 27, 2017
SUBJECT: Acceptance of Warranty Deed from Randy L Barnes
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Warranty Deed by resolution

BACKGROUND:

Adams County is acquiring property in conjunction with the DuPont - 2005 Street and Storm Sewer Improvement Project, located in the Northeast Quarter of Section 32, Township 2 South, Range 67 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Warranty Deed and Draft Resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Draft Resolution

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

**RESOLUTION ACCEPTING A WARRANTY DEED FROM RANDY L BARNES TO
ADAMS COUNTY CONVEYING PROPERTY FOR RIGHT-OF-WAY PURPOSES**

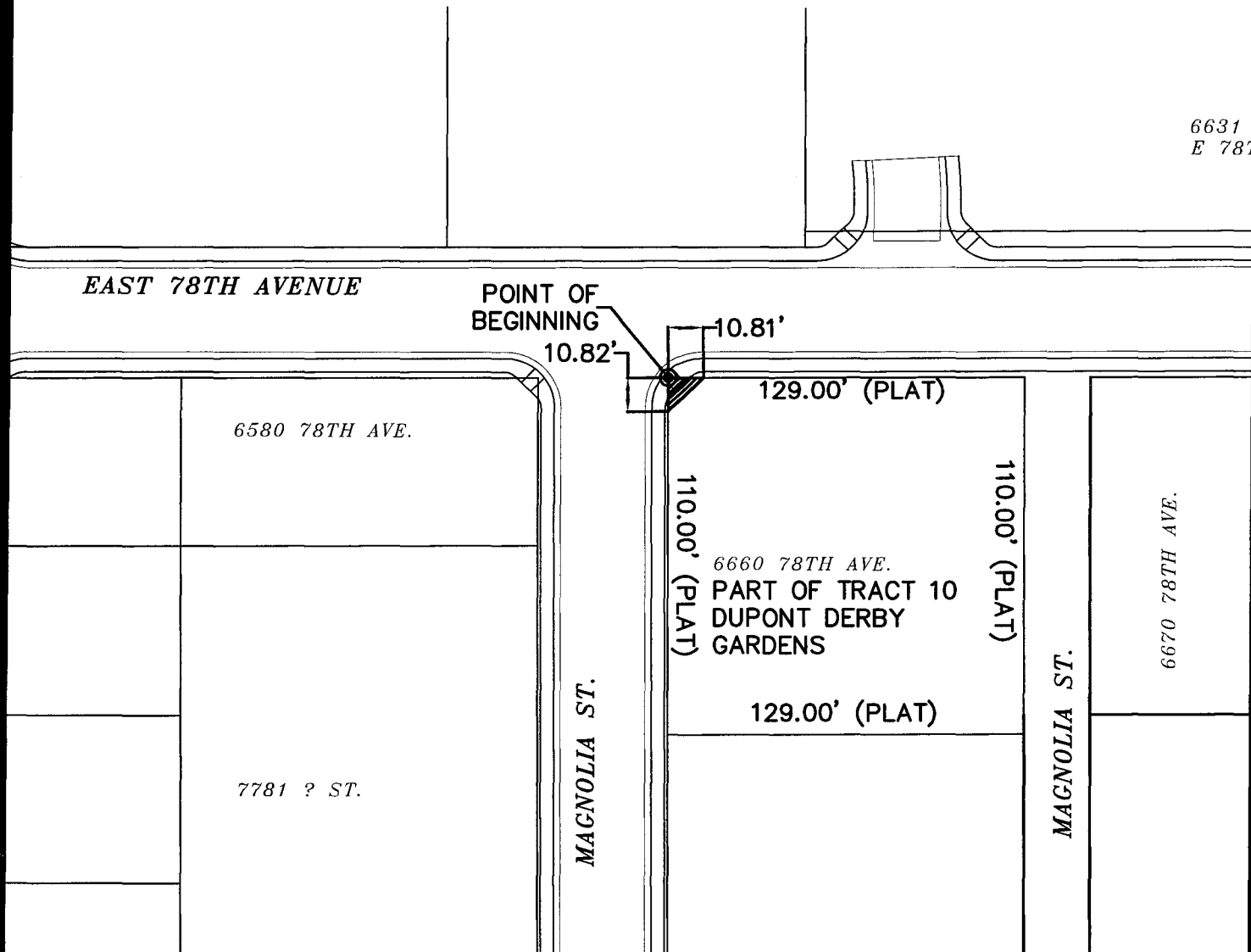
Resolution 2017-

WHEREAS, Adams County received a Warranty Deed in 2005 for right-of-way dedication for East 78th Ave and Magnolia Street right-of-way in conjunction with the DuPont - 2005 Streets and Storm Sewer Improvement Project, located in the Northeast Quarter of Section 32, Township 2 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Randy L Barnes, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 20050614000623420.

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

EXHIBIT "A"
**WARRANTY DEED
 BETWEEN
 RANDY L. BARNES
 AND
 THE COUNTY OF ADAMS, STATE OF COLORADO**

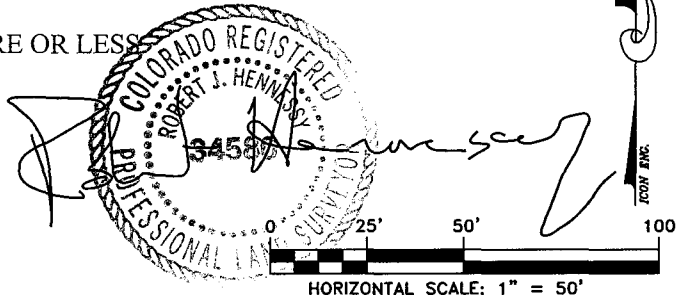


A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF TRACT 10, DUPONT DERBY GARDENS, SAID POINT BEING 258.00 FEET WEST OF THE NORTHEAST CORNER OF SAID TRACT 10, DUPONT DERBY GARDENS, SAID POINT BEING THE NORTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED AS A PARCEL FOUND IN BOOK 5517 ON PAGE 641, ADAMS COUNTY CLERK AND RECORDERS;
 THENCE SOUTH ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 10.82 FEET;
 THENCE NORTHEAST TO A POINT ON THE NORTH LINE OF TRACT 10, SAID POINT BEING 10.81 FEET EAST OF THE POINT OF BEGINNING;
 THENCE WEST 10.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.001 ACRES OR 58.39 SQ. FT., MORE OR LESS, COUNTY OF ADAMS, STATE OF COLORADO.

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:	PUBLIC RIGHT-OF-WAY	CLIENT:	ADAMS COUNTY	JOB NUMBER:	02-036-DUP-699-5
DRAWN BY:		LOCATION:	6660 EAST 78TH AVENUE	DOCUMENT NUMBER:	78-27
CHECKED BY:	ICON ENGINEERING, INC. <small>1100 South Platte Street, Suite 300, Englewood, CO 80152 Phone (303) 221-0802 / Fax (303) 221-1019</small>	SECTION	TOWNSHIP	RANGE	SCALE:
DATE:		32	2S	67W	1" = 50'
REV: 01-07-04		SIXTH PRINCIPAL MERIDIAN			SHEET:
REV: 01-27-04		ADAMS COUNTY, COLORADO			



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 27, 2017
SUBJECT: Acceptance of Warranty Deeds from Jose A B Leroux and Lillian N Leroux
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Warranty Deeds by resolution

BACKGROUND:

Adams County is acquiring property in conjunction with the DuPont – 2005 Streets and Storm Sewer Improvement Project, located in the Northeast Quarter of Section 32, Township 2 South, Range 67 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Warranty Deed and Draft Resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Draft Resolution

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

**RESOLUTION ACCEPTING WARRANTY DEEDS FROM JOSE A. B. LEROUX AND
LILLIAN N. LEROUX TO ADAMS COUNTY CONVEYING PROPERTY FOR RIGHT-
OF-WAY PURPOSES**

Resolution 2017-

WHEREAS, Adams County received Warranty Deeds in 2005 for right-of-way dedication for East 78th Avenue, Newport Street, East 79th Place, and Magnolia Street in conjunction with the DuPont – 2005 Streets and Storm Sewer Improvement, located in the Northeast Quarter of Section 32, Township 2 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Jose A. B. Leroux and Lillian N. Leroux, as recorded at the Adams County Clerk and Recorder's Office at Reception Numbers 20050614000623370, 20050614000623380, and 20050614000623390.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deeds received from Jose A. B. Leroux and Lillian N. Leroux, copies of which have been duly recorded, are hereby accepted by Adams County.

RWP2005-009

WARRANTY DEED

THIS DEED, dated this 2 day of June, 200⁵~~4~~, between 2005
Jose A B Leroux and Lillian Leroux, 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):

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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 Newport Street and East 78th Avenue.
also known by street and number as: Vacant Land
assessor's schedule or parcel number: part of 1721-32-1-15-001

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

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

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

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

Jose A. B. Leroux
Jose A B Leroux

Lillian G. Leroux
Lillian Leroux

STATE OF Colorado)
County of Adams) ss

The foregoing instrument was acknowledged before me this 2 day of June, 200⁵~~4~~, by Jose A B Leroux and Lillian Leroux.

My commission expires: 

Witness my hand and official seal.
Karen Allen

Notary Public

Robert J Hennessy Icon Engineering Inc 8100 S Akron Street #300 Englewood CO 80112

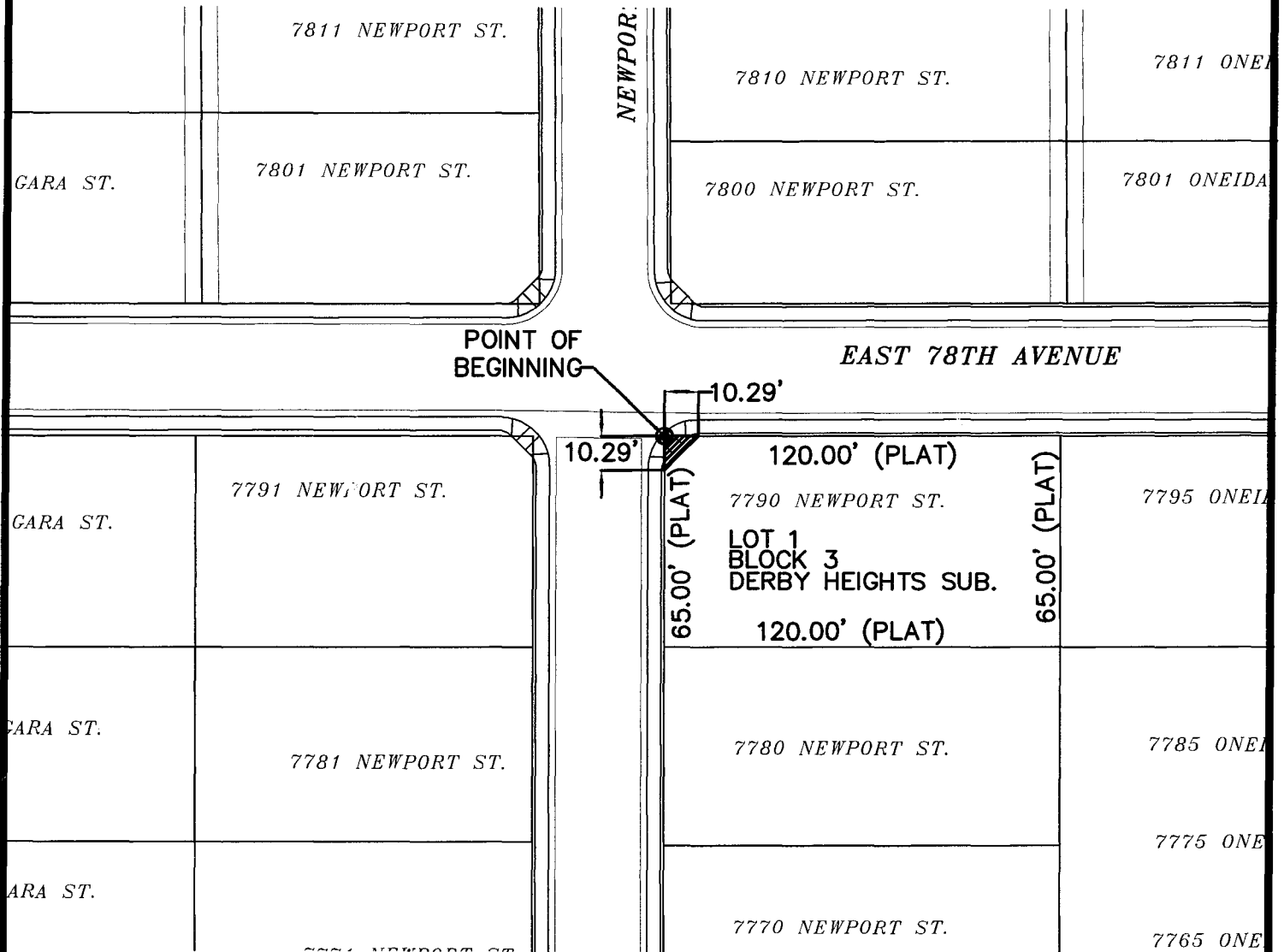
Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)
No. 932, Rev. 3-98. WARRANTY DEED (For Photographic Record)

After Recording, Please Mail To:

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

Document #78-20

EXHIBIT "A"
WARRANTY DEED
BETWEEN
JOSE A. B. LEROUX AND LILLIAN LEROUX
AND
THE COUNTY OF ADAMS, STATE OF COLORADO

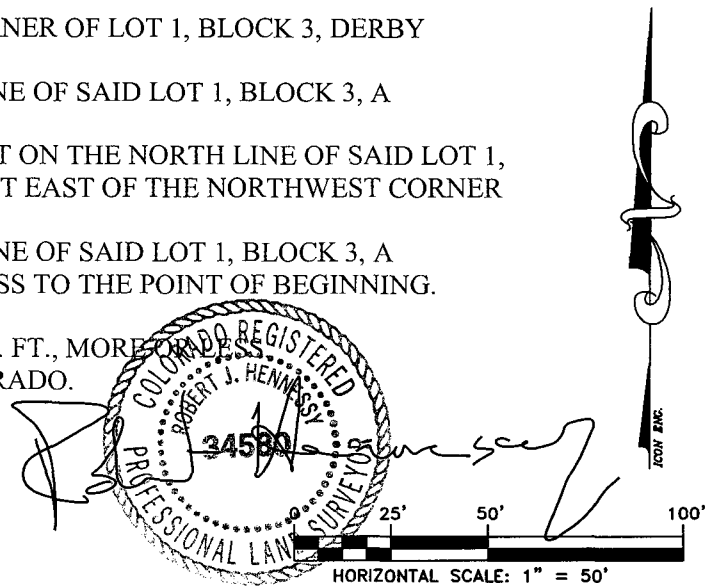


A PARCEL OF LAND LOCATED IN THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 3, DERBY HEIGHTS SUBDIVISION;
 THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1, BLOCK 3, A DISTANCE OF 10.29 FEET;
 THENCE NORTHEASTERLY TO A POINT ON THE NORTH LINE OF SAID LOT 1, BLOCK 3, SAID POINT BEING 10.29 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 3;
 THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1, BLOCK 3, A DISTANCE OF 10.29 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 0.001 ACRES OR 52.94 SQ. FT., MORE OR LESS, COUNTY OF ADAMS, STATE OF COLORADO.

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: DRAWN BY: DDB CHECKED BY: RJH DATE: 05-20-03 REV: 01-07-04	PUBLIC RIGHT-OF-WAY  1100 South Iron Street, Suite 300, Englewood, CO 80110 Phone (303) 221-0402 / Fax (303) 221-1049	CLIENT: ADAMS COUNTY LOCATION: 7790 NEWPORT STREET SECTION TOWNSHIP RANGE 32 2S 67W SIXTH PRINCIPAL MERIDIAN ADAMS COUNTY, COLORADO	JOB NUMBER: 02-036-DUP-699-5 DOCUMENT NUMBER: 78-20 SCALE: 1" = 50' SHEET: 1 of 1
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WARRANTY DEED

2005th

RWP~~2005~~-009
2010-00009

2
1
2

THIS DEED, dated this 2 day of June, 2004, between
Jose A B Leroux and Lillian N Leroux, of the County of Adams and
State of Colorado, grantor(s), and **The County of Adams, State of
Colorado**, whose legal address is 450 South 4th Avenue, Brighton, Colorado
80601 of the said County of Adams and State of Colorado, grantee(s):

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

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

Dedicated for East 79th Place and Magnolia Street.
also known by street and number as: Vacant Land
assessor's schedule or parcel number: part of 1721-32-1-11-019

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

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

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

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

Jose A. B. Leroux
Jose A B Leroux

Lillian N. Leroux
Lillian N Leroux

STATE OF Colorado
Adams)
County of Adams) ss

The foregoing instrument was acknowledged before me this 2 day of June, 2005, by Jose A B Leroux
and Lillian N Leroux.

KAREN ALLEN
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 04/15/2008

Witness my hand and official seal.

Karen Allen

Notary Public

Robert J Hennessy Icon Engineering 8100 S Akron Street #300 Englewood CO 80112

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

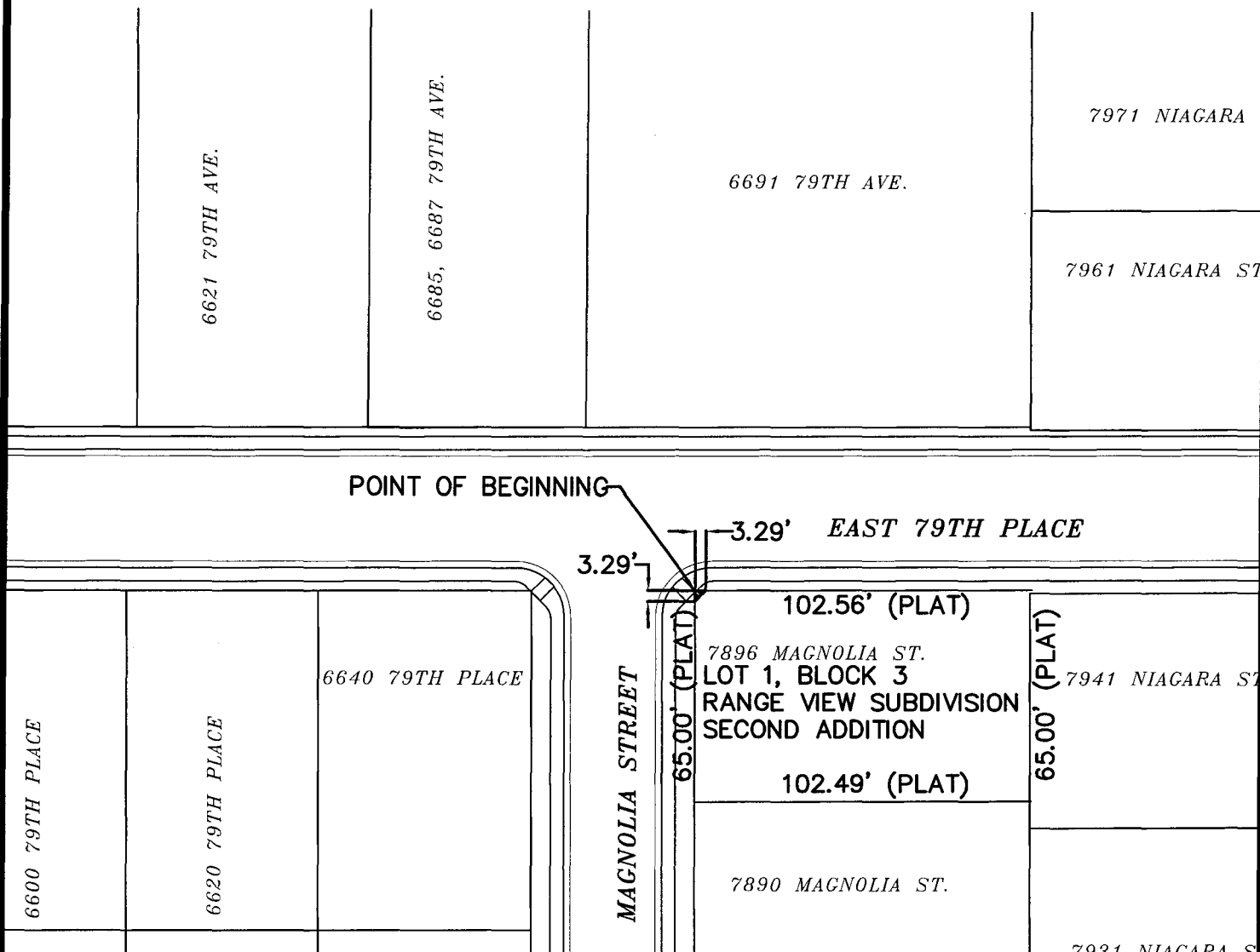
No. 932, Rev. 3-98. WARRANTY DEED (For Photographic Record)

After Recording, Please Mail To:

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

Document #SS-05

EXHIBIT "A"
WARRANTY DEED
BETWEEN
JOSE A. B. LEROUX AND LILLIAN N. LEROUX
AND
THE COUNTY OF ADAMS, STATE OF COLORADO

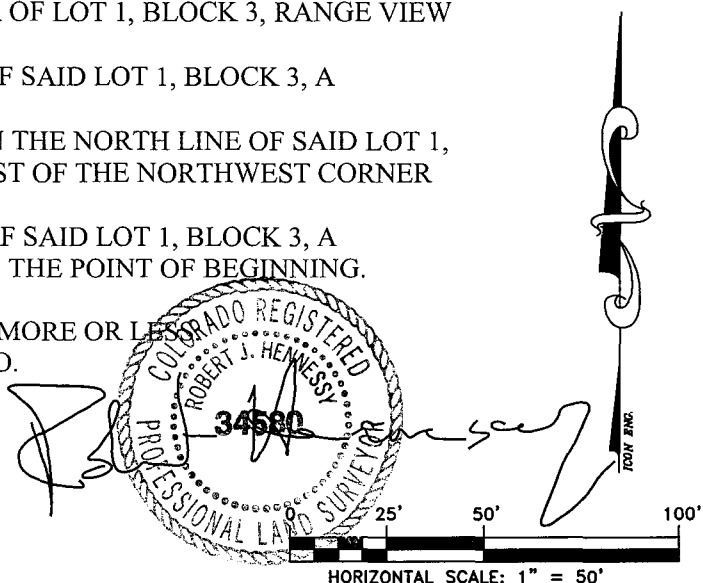


A PARCEL OF LAND LOCATED IN THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 3, RANGE VIEW SUBDIVISION SECOND ADDITION;
 THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1, BLOCK 3, A DISTANCE OF 3.29 FEET;
 THENCE NORTHEASTERLY TO A POINT ON THE NORTH LINE OF SAID LOT 1, BLOCK 3, SAID POINT BEING 3.29 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 3;
 THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1, BLOCK 3, A DISTANCE OF 3.29 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 0.001 ACRES OR 5.41 SQ. FT., MORE OR LESS, COUNTY OF ADAMS, STATE OF COLORADO.

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:	PUBLIC RIGHT-OF-WAY	CLIENT:	ADAMS COUNTY	JOB NUMBER:	02-036-DUP-699-5
DRAWN BY:		LOCATION:	7896 MAGNOLIA STREET	DOCUMENT NUMBER:	SS-05
CHECKED BY:	ICON ENGINEERING, INC. <small>1100 South Fikron Street, Suite 300, Englewood, CO 80102 Phone (303) 221-0602 / Fax (303) 221-1019</small>	SECTION	TOWNSHIP	RANGE	SCALE:
DATE: 05-20-03		32	2S	67W	1" = 50'
REV: 01-07-04		SIXTH PRINCIPAL MERIDIAN			SHEET:
		ADAMS COUNTY, COLORADO			

WARRANTY DEED

2005th

RW P2005-009

THIS DEED, dated this 2 day of June, 2004, between **Jose A B Leroux and Lillian N Leroux**, of the County of Adams and State of Colorado, grantor(s), and **The County of Adams, State of Colorado**, whose legal address is 450 South 4th Avenue, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

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

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

Dedicated for East 79th Place and Magnolia Street.
also known by street and number as: Vacant Land
assessor's schedule or parcel number: part of 1721-32-1-09-010

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

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

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

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

Jose A. B. Leroux
Jose A B Leroux
STATE OF Colorado
County of Adams) ss

Lillian N. Leroux
Lillian N Leroux

The foregoing instrument was acknowledged before me this 2 day of June, 2004, by Jose A B Leroux and Lillian N Leroux.

KAREN ALLEN
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 04/15/2008

Witness my hand and official seal.

Karen Allen

Notary Public

Robert J Hennessy Icon Engineering Inc 8100 S Akron Street #300 Englewood CO 80112

Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)
No. 932, Rev. 3-98. WARRANTY DEED (For Photographic Record)

After Recording, Please Mail To:
Adams County Public Works
12200 N. Pecos St. 3rd Floor
Westminster, CO 80234
Attn: Right of Way Agent

Document #SS-06



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 27, 2017
SUBJECT: Board and Commission Appointment
FROM: Katie Burczek, Board of County Commissioner's Office
AGENCY/DEPARTMENT: Board of County Commissioner's Office
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve the resolutions.

BACKGROUND:

The Commissioners have discussed the following appointment to the Boards and Commissions and have asked that the following appointment be placed on consent.

Family Preservation Commission

Lindsay Lierman
Deborah Hunt
Ellen Sandoval
Lewis Ortiz
Brian Kenna
Mary Doran
Amelia Fan

Term Expires

June 27, 2019
June 27, 2019
June 27, 2019
June 27, 2019
June 27, 2019
June 27, 2019
June 27, 2019

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolutions

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

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

**RESOLUTION APPOINTING LINDSAY LIERMAN AS A MEMBER OF THE FAMILY
PRESERVATION COMMISSION**

WHEREAS, a vacancy currently exists for a member of the Family Preservation Commission;
and,

WHEREAS, Lindsay Lierman has expressed an interest in serving on the Family Preservation
Commission; and,

WHEREAS, the Board of County Commissioners has interviewed all candidates deemed
qualified; and,

WHEREAS, the Board of County Commissioners has selected Lindsay Lierman to fill this
vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of
Adams, State of Colorado, that Lindsay Lierman shall be appointed as a member of the Family
Preservation Commission.

Lindsay Lierman

Term Expires
June 27, 2019



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 27, 2017
SUBJECT: Board and Commission Appointment
FROM: Katie Burczek, Board of County Commissioner's Office
AGENCY/DEPARTMENT: Board of County Commissioner's Office
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve the resolutions.

BACKGROUND:

The Commissioners have discussed the following appointment to the Boards and Commissions and have asked that the following appointment be placed on consent.

Family Preservation Commission

Lindsay Lierman
Deborah Hunt
Ellen Sandoval
Lewis Ortiz
Brian Kenna
Mary Doran
Amelia Fan

Term Expires

June 27, 2019
June 27, 2019
June 27, 2019
June 27, 2019
June 27, 2019
June 27, 2019
June 27, 2019

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolutions

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

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

**RESOLUTION APPOINTING MARY DORAN AS A MEMBER OF THE FAMILY
PRESERVATION COMMISSION**

WHEREAS, a vacancy currently exists for a member of the Family Preservation Commission;
and,

WHEREAS, Mary Doran has expressed an interest in serving on the Family Preservation
Commission; and,

WHEREAS, the Board of County Commissioners has interviewed all candidates deemed
qualified; and,

WHEREAS, the Board of County Commissioners has selected Mary Doran to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of
Adams, State of Colorado, that Mary Doran shall be appointed as a member of the Family
Preservation Commission.

Mary Doran

Term Expires
June 27, 2019



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 27, 2017
SUBJECT: Board and Commission Appointment
FROM: Katie Burczek, Board of County Commissioner's Office
AGENCY/DEPARTMENT: Board of County Commissioner's Office
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve the resolutions.

BACKGROUND:

The Commissioners have discussed the following appointment to the Boards and Commissions and have asked that the following appointment be placed on consent.

Family Preservation Commission

Lindsay Lierman
Deborah Hunt
Ellen Sandoval
Lewis Ortiz
Brian Kenna
Mary Doran
Amelia Fan

Term Expires

June 27, 2019
June 27, 2019
June 27, 2019
June 27, 2019
June 27, 2019
June 27, 2019
June 27, 2019

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolutions

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

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

**RESOLUTION APPOINTING AMELIA FAN AS A MEMBER OF THE FAMILY
PRESERVATION COMMISSION**

WHEREAS, a vacancy currently exists for a member of the Family Preservation Commission;
and,

WHEREAS, Amelia Fan has expressed an interest in serving on the Family Preservation
Commission; and,

WHEREAS, the Board of County Commissioners has interviewed all candidates deemed
qualified; and,

WHEREAS, the Board of County Commissioners has selected Amelia Fan to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of
Adams, State of Colorado, that Amelia Fan shall be appointed as a member of the Family
Preservation Commission.

Amelia Fan

Term Expires
June 27, 2019



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 27, 2017
SUBJECT: Board and Commission Appointment
FROM: Katie Burczek, Board of County Commissioner's Office
AGENCY/DEPARTMENT: Board of County Commissioner's Office
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve the resolutions.

BACKGROUND:

The Commissioners have discussed the following appointment to the Boards and Commissions and have asked that the following appointment be placed on consent.

Family Preservation Commission

Lindsay Lierman
Deborah Hunt
Ellen Sandoval
Lewis Ortiz
Brian Kenna
Mary Doran
Amelia Fan

Term Expires

June 27, 2019
June 27, 2019
June 27, 2019
June 27, 2019
June 27, 2019
June 27, 2019
June 27, 2019

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolutions

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

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

**RESOLUTION APPOINTING DEBORAH HUNT AS A MEMBER OF THE FAMILY
PRESERVATION COMMISSION**

WHEREAS, a vacancy currently exists for a member of the Family Preservation Commission;
and,

WHEREAS, Deborah Hunt has expressed an interest in serving on the Family Preservation
Commission; and,

WHEREAS, the Board of County Commissioners has interviewed all candidates deemed
qualified; and,

WHEREAS, the Board of County Commissioners has selected Deborah Hunt to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of
Adams, State of Colorado, that Deborah Hunt shall be appointed as a member of the Family
Preservation Commission.

Deborah Hunt

Term Expires
June 27, 2019



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 27, 2017
SUBJECT: Board and Commission Appointment
FROM: Katie Burczek, Board of County Commissioner's Office
AGENCY/DEPARTMENT: Board of County Commissioner's Office
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve the resolutions.

BACKGROUND:

The Commissioners have discussed the following appointment to the Boards and Commissions and have asked that the following appointment be placed on consent.

Family Preservation Commission

Lindsay Lierman
Deborah Hunt
Ellen Sandoval
Lewis Ortiz
Brian Kenna
Mary Doran
Amelia Fan

Term Expires

June 27, 2019
June 27, 2019
June 27, 2019
June 27, 2019
June 27, 2019
June 27, 2019
June 27, 2019

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolutions

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPOINTING BRIAN KENNA AS A MEMBER OF THE FAMILY
PRESERVATION COMMISSION

WHEREAS, a vacancy currently exists for a member of the Family Preservation Commission;
and,

WHEREAS, Brian Kenna has expressed an interest in serving on the Family Preservation
Commission; and,

WHEREAS, the Board of County Commissioners has interviewed all candidates deemed
qualified; and,

WHEREAS, the Board of County Commissioners has selected Brian Kenna to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of
Adams, State of Colorado, that Brian Kenna shall be appointed as a member of the Family
Preservation Commission.

Brian Kenna

Term Expires
June 27, 2019



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 27, 2017
SUBJECT: Board and Commission Appointment
FROM: Katie Burczek, Board of County Commissioner's Office
AGENCY/DEPARTMENT: Board of County Commissioner's Office
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve the resolutions.

BACKGROUND:

The Commissioners have discussed the following appointment to the Boards and Commissions and have asked that the following appointment be placed on consent.

Family Preservation Commission

Lindsay Lierman
Deborah Hunt
Ellen Sandoval
Lewis Ortiz
Brian Kenna
Mary Doran
Amelia Fan

Term Expires

June 27, 2019
June 27, 2019
June 27, 2019
June 27, 2019
June 27, 2019
June 27, 2019
June 27, 2019

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolutions

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPOINTING LEWIS ORTIZ AS A MEMBER TO THE FAMILY
PRESERVATION COMMISSION

WHEREAS, a vacancy currently exists for a member for the Family Preservation Commission;
and,

WHEREAS, Lewis Ortiz has expressed an interest in serving on the Family Preservation
Commission; and,

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

WHEREAS, the Board of County Commissioners selected Lewis Ortiz to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of
Adams, State of Colorado, that Lewis Ortiz shall be appointed as a member of the Family
Preservation Commission.

Term Expires

Lewis Ortiz

June 27, 2019



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 27, 2017
SUBJECT: Board and Commission Appointment
FROM: Katie Burczek, Board of County Commissioner's Office
AGENCY/DEPARTMENT: Board of County Commissioner's Office
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve the resolutions.

BACKGROUND:

The Commissioners have discussed the following appointment to the Boards and Commissions and have asked that the following appointment be placed on consent.

Family Preservation Commission

Lindsay Lierman
Deborah Hunt
Ellen Sandoval
Lewis Ortiz
Brian Kenna
Mary Doran
Amelia Fan

Term Expires

June 27, 2019
June 27, 2019
June 27, 2019
June 27, 2019
June 27, 2019
June 27, 2019
June 27, 2019

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolutions

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

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

**RESOLUTION APPOINTING ELLEN SANDOVAL AS A MEMBER OF THE FAMILY
PRESERVATION COMMISSION**

WHEREAS, a vacancy currently exists for a member of the Family Preservation Commission;
and,

WHEREAS, Ellen Sandoval has expressed an interest in serving on the Family Preservation
Commission; and,

WHEREAS, the Board of County Commissioners has interviewed all candidates deemed
qualified; and,

WHEREAS, the Board of County Commissioners has selected Ellen Sandoval to fill this
vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of
Adams, State of Colorado, that Ellen Sandoval shall be appointed as a member of the Family
Preservation Commission.

Ellen Sandoval

Term Expires
June 27, 2019



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 27, 2017
SUBJECT: Amending the Contract Between Adams County and DRCOG for Community Transit (ALIFT) Program
FROM: Chris Kline, Director
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Option Letter #4 between Adams County and the Denver Regional Council of Governments to amend Contract EX15017 for the Community Transit ALIFT Program.

BACKGROUND:

We currently receive State Funding for Senior Services (SFSS) monies from the Denver Regional Council of Governments (DRCOG) to support the Adams County Community Transit Program also known as ALIFT. A required local match comes from our municipalities and Adams County. This annual funding allows us to provide needy older county residents with rides to medical appointments, senior center meal sites, grocery stores, and adult day services. We subcontract these SFSS funds to Seniors' Resource Center (SRC) for the provision of these rides.

On June 16, 2015, the Chairman of the BOCC signed the attached original contract EX15017 (see also attached Option Letter #1) that was fully executed by DRCOG on July 1, 2015 for \$439,802. Due to unforeseen circumstances with SRC, expenditures have been far below what was originally anticipated and we have been unable to expend the original awarded contract amount. The attached Option Letter #2 reduced the award amount from DRCOG to \$331,802. An Option Letter #3 was not executed. Option Letter #4 (attached) from DRCOG once again changes the award amount to \$339,802. This new figure includes an increase in the per unit (one-way trip) reimbursement rate starting May 1st 2017 of \$18.90 to \$23.40 due to higher fuel, vehicle maintenance, personnel, and insurance premium costs.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Human Services Department & Denver Regional Council of Governments (DRCOG)

ATTACHED DOCUMENTS:

Option Letters #1, 2, and 4 between Adams County and DRCOG
Original contract EX15017 between Adams County and DRCOG
Resolution approving BOCC Chair to sign amendments

FISCAL IMPACT:

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

Fund: 0001
Cost Center: 1033

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING OPTION LETTER #4 AMENDING THE CONTRACT
BETWEEN ADAMS COUNTY AND THE DENVER REGIONAL COUNCIL OF
GOVERNMENTS FOR THE COMMUNITY TRANSIT (A-LIFT) PROGRAM

WHEREAS, Adams County Human Services receives funds from Colorado's State Funding for Senior Services for the delivery of transportation services on an annual basis; and,

WHEREAS, Adams County receives these funds through the Denver Regional Council of Governments (DRCOG) to support the Community Transit Program known as A-LIFT; and,

WHEREAS, Adams County subcontracts the State Funding for Senior Services monies it receives from DRCOG to Seniors' Resource Center for the provision of A-LIFT transportation services; and,

WHEREAS, due to unforeseen circumstances with Seniors' Resource Center, Adams County will not be able to fully expend the original contract amount of \$439,802 for the period July 1, 2016 through June 30, 2017 (FY2016-17) and these funds cannot be carried over; and,

WHEREAS, an amended contract is needed with DRCOG to reduce the amount of funds to be received and expended on the A-LIFT Community Transit program for FY2016-17; and,

WHEREAS, due to higher costs for qualified drivers, insurance premiums, fuel, and vehicle maintenance, DRCOG has increased the per unit reimbursement rate from \$18.90 to \$23.40 per one-way trip; and,

WHEREAS, a new Option Letter (#4) has been provided to Adams County amending the awarded amount to \$339,802 for FY2016-17; and,

WHEREAS, the Director of the Human Services Department and Community Support Services Division Director wish to be authorized to sign necessary non-contractual documents to carry out the on-going activities of the program.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Option Letter #4 amending the contract between Adams County and the Denver Regional Council of Governments, a copy of which is attached hereto, be approved.

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

BE IT FURTHER RESOLVED, that the Director of the Human Services Department and the Community Support Services Division Director are authorized to execute any non-contractual documents required to carry out the on-going activities of the A-LIFT program.

OPTION LETTER #4

THIS OPTION LETTER is made and entered into this _____ day of _____, 20____ by and between Denver Regional Council of Governments (“DRCOG”) and Adams County (the “Contractor”) and shall extend/and or amend the terms of the contract referenced herein (the “Contract”).

NOW THEREFORE, in consideration of the recitals, promises, payments, covenants, and undertakings hereinafter set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, DRCOG and Contractor hereby agree to the following extension and/or amendments to said Contract:

Contract Name: A-Lift Community Transit

Original Contract Date: 7/1/15

Contract Number: EX15017

Project Number: 624017

Contractor Address: 7190 Colorado Blvd., Commerce City, CO 80022

Term End Date June 30, 2017

Updated funding levels and scope/units are provided in the attached AAA Supplemental Contract Information, which by reference is made a part of the original contract.

IN WITNESS WHEREOF, DRCOG and Contractor have executed this Option Letter as of the day and year first above set forth.

**DENVER REGIONAL COUNCIL
OF GOVERNMENTS**

ADAMS COUNTY

By: _____
Douglas W. Rex
Acting Executive Director

By: _____

ATTEST:

ATTEST:

By: _____
Roxie Ronsen
Administrative Officer

By: _____

AAA Supplemental Contract Information

Provider Name: Adams County Human Services

Contract Name: A-LIFT Community Transit

Contract Number: EX15017

	<i>Current FY 17</i>	<i>Revised FY17</i>	<i>Revised FY 17</i>	<i>New FY 17 Total</i>
Grant Amount:	\$439,802.00	\$276,609.00	\$63,193.00	\$339,802.00
Cash match:	\$70,900.00	\$99,077.88	\$5,716.20	\$104,794.08
In-Kind match:	\$0.00	\$0.00	\$0.00	\$0.00
Per Unit Reimbursement Rate:	\$18.90	\$18.90	\$23.40	\$18.90/ \$23.40
Program Income	\$8,837.00	\$3,953.23	\$639.64	\$4,592.87
Unduplicated Client Count:	640	492	148	640

Scope/Units:

County	Transportation	Transportation	Transportation	Transportation
Adams	22,387	14,636	2,701	17,337
Arapahoe	736			0
Broomfield	147			0
Total Units:	23,270	14,636	2,701	17,337

Information & Assistance Units:	491	2,188	398	2,586
Outreach Units:	196	642	110	752

AAA Supplemental Contract Information

Provider Name: Adams County Human Services

Contract Name: A-LIFT Community Transit

Contract Number: EX15017

	<i>Current FY 17</i>	<i>Actual 6 mos Dec YTD</i>	<i>Remaining 6 mos FY 17</i>	<i>New FY 17 Total</i>
Grant Amount:	\$439,802.00	\$252,983.99	\$86,818.01	\$339,802.00
Cash match:	\$70,900.00	\$95,267.08	\$9,527.00	\$104,794.08
In-Kind match:	\$0.00	\$0.00	\$0.00	\$0.00
Per Unit Reimbursement Rate:	\$18.90	\$18.90	\$18.90/ \$23.40	\$18.90/ \$23.40
Program Income	\$8,837.00	\$3,526.81	\$1,066.06	\$4,592.87
Unduplicated Client Count:	640	394	246	640

Scope/Units:

County	Transportation	Transportation	Transportation	Transportation
Adams	22,387	13,386	3,951	17,337
Arapahoe	736			0
Broomfield	147			0
Total Units:	23,270	13,386	3,951	17,337

* See note

Information & Assistance Units:	491	1,923	663	2,586
Outreach Units:	196	569	183	752

Note: Through nine months ending 3/31/17, actual units were 13,572 units at \$18.90 rate, but 13,386 are made contractual based on the level of funds actually expended. Remaining units for the three months in April through June are based on 1,250 units at the \$18.90 rate and 2,701 units at the new \$23.40 rate.

AAA Supplemental Contract Information

Provider Name: Adams County Community Development

Contract Name: A-LIFT Community Transit

Contract Number: EX15017

	<i>New</i>
	<i>FY 17</i>
Grant Amount:	\$439,802.00

Cash match: \$70,900.00

In-Kind match: \$0.00

**Per Unit
Reimbursement
Rate:** \$18.90

Program Income \$8,837.00

**Unduplicated Client
Count:** 640

Scope/Units:

County	Transportation
Adams	22,387
Arapahoe	736
Broomfield	147
Total Units:	23,270

Information & Assistance Units:	491
Outreach Units:	196

OPTION LETTER #1

THIS OPTION LETTER is made and entered into this _____ day of _____, 20____ by and between Denver Regional Council of Governments ("DRCOG") and Adams County (the "Contractor") and shall extend/and or amend the terms of the contract referenced herein (the "Contract").

NOW THEREFORE, in consideration of the recitals, promises, payments, covenants, and undertakings hereinafter set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, DRCOG and Contractor hereby agree to the following extension and/or amendments to said Contract:

Contract Name: A-Lift Community Transit

Original Contract Date: 7/1/15

Contract Number: EX15017

Project Number: 624017

Contractor Address: 7190 Colorado Blvd., Commerce City, CO 80022

Term End Date June 30, 2017

Funding levels and updated Scope/units for the new fiscal year (noted as *New FY17*) are provided in the attached AAA Supplemental Contract Information, which by reference is made a part of the original contract.

IN WITNESS WHEREOF, DRCOG and Contractor have executed this Option Letter as of the day and year first above set forth.

**DENVER REGIONAL COUNCIL
OF GOVERNMENTS**

ADAMS COUNTY

By: _____
Jennifer Schaufele
Executive Director

By: Henry J. O'Donnell
chairperson

ATTEST:

ATTEST:
STAN MARTIN
CLERK AND RECORDER

By: _____
Roxie Ronsen
Administrative Officer

By: Manna
Deputy Clerk

APPROVED AS TO FORM
COUNTY ATTORNEY
D. Covert

AAA Supplemental Contract Information

Provider Name: Adams County
Contract Name: A-LIFT Community Transit
Contract Number: EX15017

	<i>Current</i> FY 16	<i>New</i> FY 16
Grant Amount:	\$439,802.00	\$331,802.00
Cash match:	\$70,900.00	\$36,866.89
In-Kind match:	\$0.00	
Per Unit Reimbursement Rate:	\$18.90	\$18.90
Program Income	\$8,837.00	\$8,837.00
Unduplicated Client Count:		
<u>640</u>	640	482

Scope/Units:

County	Transportation
Adams	22,387
Arapahoe	736
Broomfield	147
Total Units:	23,270

Transportation
16,925
526
105
17,556

Information & Assistance Units:	491
Outreach Units:	196

368
147

OPTION LETTER #2

THIS OPTION LETTER is made and entered into this 7th day of September, 2016 by and between Denver Regional Council of Governments ("DRCOG") and Adams County (the "Contractor") and shall extend/and or amend the terms of the contract referenced herein (the "Contract").

NOW THEREFORE, in consideration of the recitals, promises, payments, covenants, and undertakings hereinafter set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, DRCOG and Contractor hereby agree to the following extension and/or amendments to said Contract:

Contract Name: A-Lift Community Transit

Original Contract Date: 7/1/15

Contract Number: EX15017

Project Number: 624016

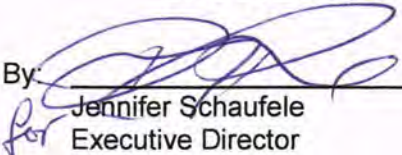
Contractor Address: 7190 Colorado Blvd., Commerce City, CO 80022

Term End Date June 30, 2016

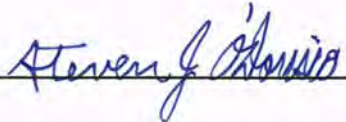
Funding levels and updated Scope/units for the fiscal year (noted as New FY16) are provided in the attached AAA Supplemental Contract Information, which by reference is made a part of the original contract.

IN WITNESS WHEREOF, DRCOG and Contractor have executed this Option Letter as of the day and year first above set forth.

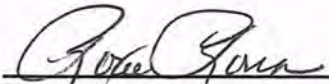
**DENVER REGIONAL COUNCIL
OF GOVERNMENTS**

By: 
for Jennifer Schaufele
Executive Director

ADAMS COUNTY

By: 

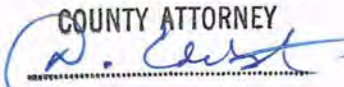
ATTEST:

By: 
Roxie Ronsen
Administrative Officer

ATTEST:

By: 

APPROVED AS TO FORM
COUNTY ATTORNEY





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 27, 2017
SUBJECT: Adams County Head Start Cost of Living Adjustment Supplemental Application
FROM: Chris Kline, Director of Human Services Department
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the resolution approving the Adams County Head Start Cost of Living Adjustment Supplemental Application

BACKGROUND:

Adams County Head Start is applying for a 1.0% Cost of Living Adjustment totaling \$37,017. These funds are being made available through the U.S. Department of Health and Human Services, Administration for Children and Families to Head Start programs. This supplemental application requires Adams County Head Start to provide a 20.0% non-federal match totaling \$9,254. The total amount is \$46,271. The non-federal match will be provided through donated goods and services. Funds from this supplemental application will be used to support a 1.0% salary increase and to offset higher operating costs. The supplemental application is due to the Administration for Children and Families on June 30, 2017.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services Department Head Start and the U.S. Department of Health and Human Services

ATTACHED DOCUMENTS:

Resolution attached

FISCAL IMPACT:

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

Fund: 31

Cost Center: 935117

	Object Account	Subledger	Amount
Current Budgeted Revenue:			0
Additional Revenue not included in Current Budget:	5230		\$37,017
Total Revenues:			<u>\$37,017</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			0
Add'l Operating Expenditure not included in Current Budget:	7000.8999		\$37,017
Current Budgeted Capital Expenditure:			0
Add'l Capital Expenditure not included in Current Budget:			0
Total Expenditures:			<u>\$37,017</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPROVING THE ADAMS COUNTY HEAD START COST OF LIVING
ADJUSTMENT SUPPLEMENTAL APPLICATION

WHEREAS, the U.S. Department of Health and Human Services, Administration for Children and Families allows Head Start programs to apply for periodic cost of living adjustments; and,

WHEREAS, by means of the attached supplemental application, Adams County Head Start wishes to apply for a 1.0% cost of living adjustment; and,

WHEREAS, funds from the cost of living adjustment will be used to support a 1.0% salary increase for Head Start staff and to offset higher operating costs.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the supplemental application for a 1.0% cost of living adjustment for Adams County Head Start be approved.

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

Human Services Department
Head Start
www.adcogov.org



7111 East 56th Avenue
Commerce City, CO 80022
PHONE 303.286.4141
FAX 303.286.4130

June 27, 2017

Cheryl Lutz
Office of Head Start, Region VIII
Administration for Children & Families
999 18th Street, South Terrace, Ste 499
Denver, CO 80202

Re: Approval of Adams County Head Start's U.S. Department of Health & Human Services 1.0% Cost of Living Adjustment Supplemental Application; 08CH010252

Dear Ms. Lutz:

As the Authorized Representative and Certifying Officer of the Adams County Board of Commissioners on behalf of Adams County Head Start ("ACHS"), I am writing to confirm that during a regularly scheduled Public Hearing session the Adams County Board of County Commissioners, ACHS governing board approved the Adams County Head Start 1.0% Cost of Living Adjustment Supplemental Application.

Sincerely,

Eva J. Henry, Chair
Board of County Commissioners

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

**Adams County Head Start
Cost of Living Adjustment Supplemental Application**

Program Narrative

Adams County Head Start (ACHS) is requesting additional funds for a Cost of Living Adjustment (COLA). The program is applying for the eligible amount of \$37,017 available through the funding allocated for the 1.0% COLA. This funding will result in a permanent salary increase for ACHS employees and will help offset an increase in leasing costs. This will help ACHS attract and retain qualified staff and maintain high quality services in Adams County communities.

Cost of Living Adjustment

ACHS employees will receive at least a 1% salary increase in the 2017 program year. ACHS anticipates higher cost expenses for leasing classrooms displaced from Adams School District 50. ACHS was not incurring leasing costs through this collaboration. Now that ACHS must relocate these two classrooms, the program needs to cover the leasing cost, utility costs and building maintenance. A portion from the available COLA funds will offset the unplanned costs to lease two additional classrooms in a different location and will also help offset a small portion of the Colorado Preschool Program funds that will not be available during the 2017 – 2018 program year as ACHS transitions to all full day classrooms.

Budget Narrative

Operating Costs

ACHS will utilize the COLA award to permanently fund the increases in employee salaries, benefits, and to offset the operating cost of leasing two classrooms. Approximately

76.4% (\$28,281) of the awarded COLA funding will be allocated to employee salaries, 13.4% (\$4,960) toward benefits and 10.2% (\$3,776) to offset higher operating expenses.

Non-Federal Share or In-kind

The COLA federal funds will be matched in the amount of \$9,254 by local in-kind support.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 27, 2017
SUBJECT: Lease & Management Agreement between Adams County and the Trust for Public Land (TPL) for the Willow Bay property
FROM: Nathan Mosley and Marc Pedrucci
AGENCY/DEPARTMENT: Parks & Open Space
HEARD AT STUDY SESSION ON: 5/2/17; 10/18/16
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the Lease & Management Agreement for the Willow Bay property.

BACKGROUND:

The Parks & Open Space Department (POSD) is requesting BoCC approval of a Lease & Management Agreement for the Willow Bay property (Platte River Farms, LLC). Adams County and the Trust for Public Land (TPL) will execute the Purchase Agreement on June 20, 2017, which will allow for the County to acquire the property from TPL after TPL acquires the property from the landowner. The closing has already been delayed on three occasions primarily due to delays with the appraisal, and the landowners do not wish to delay the closing any longer. Because our Agreement with the State for the \$3.7 million of Natural Resource Damage Funds will likely not be executed in time for a July 14 closing, TPL is going to do a “buy and hold” of the property. This Lease & Management Agreement simply spells out the terms and conditions for TPL to do the buy and hold of the property, and then sell the property to the County in all likelihood within 2 to 4 weeks.

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
Lease & Management Agreement

FISCAL IMPACT:

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

Fund: 27
Cost Center: 6107

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010		45,000.00
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u> </u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Source of Funds	Grant Request	Cash Contribution	Total Funding	Brief Description
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
			\$9,100,000	

Additional Note: This is for interest charges which will be charged by TPL. The expense listed is based on a 4 week turnaround on possession of the property.

**RESOLUTION APPROVING A LEASE & MANAGEMENT AGREEMENT 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, TPL and the County have executed a Purchase Agreement for the County to acquire the Property from TPL; and,

WHEREAS, until the County is able to raise the funds required to purchase the Property, TPL and the County have determined that this Lease is in the best interests of both Parties to provide, among other things, for public use, habitat, open space purposes, and upkeep and maintenance of the Property until the County acquires the Property from TPL, as provided in the Purchase Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Lease & Management Agreement 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 Chair is authorized to execute said Lease & Management Agreement 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 Lease & Management Agreement.

LEASE & MANAGEMENT AGREEMENT
[Adams County, Colorado]

This Lease & Management Agreement (“**Lease**”) is dated for reference purposes as of this June 30, 2017, between the Adams County, Colorado, a political subdivision of the State of Colorado (the “**County**”) and The Trust for Public Land, a California nonprofit public benefit corporation (“**TPL**”). The County and TPL may each be referred to as a “**Party**” or collectively as the “**Parties.**”

This Lease is made with reference to the following facts:

A. The Premises consist of approximately 174 acres whose location shown and described on the map and legal description attached hereto as Exhibit A, incorporated herein by this reference, together with all improvements thereon (the property and improvements are referred to as the “**Premises**”)

B. The Premises are located in Adams County, Colorado and, pursuant to a separate Agreement for Purchase of Real Property dated as of _____, 2017 (the “**Purchase Agreement**”), TPL has agreed to sell the Premises to the County for use as public recreational, habitat, and open space purposes, and the County would like to acquire the Premises for such purposes.

C. Until the County is able to raise the funds required to purchase the Premises, TPL and the County have determined that this Lease is in the best interests of the both Parties to provide, among other things, for public use, habitat, open space purposes, and upkeep and maintenance of the Premises until the County acquires the Premises from TPL, as provided in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual benefits, agreements, and covenants contained in this Lease the Parties agree as follows:

1. Lease of Premises. TPL hereby leases the Premises to the County and the County leases the Premises from TPL on the terms and conditions in this Lease.

2. Term.

2.1. Initial Term. The term (“**Term**”) of this Lease will commence on the date that TPL acquires fee title to the Premises (the “**Commencement Date**”). TPL will immediately notify the County in writing upon TPL’s acquisition of fee title to the Premises. The Term will through and until and expire on July 31, 2017.

2.2. Options to Extend the Term. The County may extend the term of this Lease an additional two months, to and through September 30, 2017 (the “**Extension Term**”), upon the same terms and conditions as set forth in this Lease. The County may exercise an Extension Option by appropriating funds to pay the rent and all other sums required for each Extension Term and giving TPL written notice of exercise of the County’s exercise of an Extension Option least ten (10) days before the expiration of the then-current Term or Extension Term. The parties may mutually agree to additional extensions which shall be evidence by a written agreement

between the parties. The county shall be responsible for securing any necessary County approvals for any extensions.

2.3. Lease Termination. This Lease will terminate upon the earliest to occur of either of the following events: (a) the expiration of the Term or Extension Term without exercise by the County of any applicable Extension Option; (b) the closing of the County's acquisition of the Premises under the Purchase Agreement; (c) as provided in Section 2.5 below; or (d) after default, pursuant to the terms of Section 18 below.

2.4. Lease Not a Pledge of Revenue. Nothing contained in this Lease will constitute a pledge of the full faith and credit of the general tax revenues, funds, or moneys of the County, except the amount appropriated for the purpose of making rental payments under this Lease during the current fiscal year. The County and TPL understand and intend that the obligation of the County to pay rent under this Lease will constitute only a current expense of the County and will not in any way be construed to be a debt of the County in contravention of any applicable constitutional charter or statutory requirements concerning the creation of indebtedness by a lessee.

2.5. Termination upon Non-appropriation. This Lease is obligation of the County, but the County is not obligated by this Lease to make any payments in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or to make payment from any funds of the County other than funds appropriated for the payment of current expenditures. All payment obligations of the County under this Lease, including, without limitation, the County's obligation to pay rent, are from year-to-year only and do not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the County. This Lease is subject to annual revenue at the option of the County and will be terminated upon an event of non-appropriation. In such event, all payments from the County under this Lease will terminate, and TPL's exclusive remedy will be to repossess the Premises.

3. Condition. The County has had an opportunity to inspect the Premises and enters into this Agreement solely in reliance on the County's own examination and not by reason of any representation by TPL. The Premises will be delivered to the County in its "as-is" condition on the Commencement Date. The County acknowledges that neither TPL nor any agent of TPL has made any representation or warranty with respect to the condition of the Premises.

4. Rent and Incremental Purchase Payments. Subject to adjustment as described in this section, the rent for the Premises during the Term and any extension or renewal thereof will be \$45,500.00 per month or pro rata portion thereof, payable monthly in arrears on the first day of following monthly ("**Due Date**"), and calculated as follows:

4.1. Adjustment of Rent Due to Change in Prime Rate. TPL may adjust the rent for each month of rental after beginning October 1, 2017, if necessary, to reflect any change in the Prime Rate occurring during the previous period.

4.2. Delivery of Rent Payments. All rent due under this Lease will be made payable to TPL, and will be considered paid when delivered to:

The Trust for Public Land
901 Fifth Avenue
Suite 1520
Seattle, WA 98164
Attn: Kenton Quist

TPL may, at any time, by written notice to the County, designate a different address to which the County will deliver the rent payments. If requested by the County in writing, TPL will send monthly rent invoices to the County.

4.3. Failure to Pay Rent; Late Charge.

(a) If the County fails to pay the rent or any other sums payable under this Lease when due and payable, any unpaid amounts will bear interest at the rate of ten percent (10%) per year from the date due to the date of payment, simple interest. In addition to such interest, the County acknowledges that the late payment by the County of any amount due under this Lease will cause TPL to incur certain costs and expenses not contemplated under this Lease, including without limitation, administrative and collection costs, and processing and accounting expenses, the exact amount of such costs being extremely difficult or impracticable to fix. Therefore, if any amount is not received by TPL from the County within fifteen (15) days after the date such sums are due and payable, and then the County will immediately pay to TPL a late charge equal to five percent (5%) of such overdue amount. TPL and the County agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to TPL for its loss caused by the County's nonpayment. If the County pays the late charge but fails to pay contemporaneously therewith all unpaid amounts of rent due hereunder, TPL's acceptance of this late charge will not constitute a waiver of the County's default with respect to such nonpayment by the County or prevent TPL from exercising all other rights and remedies available to TPL under this Lease or under the law.

(b) In the event of a dispute between the parties as to the correct amount of rent owed by the County, TPL may accept any sum tendered by the County in payment thereof, without prejudice to TPL's claim as to the proper amount of rent owing. If it is later determined that the County has not paid the full amount of rent owing, the late charge will apply only to that portion of the rent still due and payable from the County.

5. Use. The Premises may be used and occupied solely and exclusively by the County for public recreation, habitat preservation, and open space purposes, and for use by the general public, pursuant to the County's authorization, consistent with the County's rules, regulations, policies, and all applicable laws. All risk of loss, damage, or liability under this Lease will be solely that of the County. The County may not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance. The County will not, except as may be required by law, cause the destruction of habitat or natural resource values on the Premises. The County will not use or occupy the Premises or permit anything to be done in or about the Premises in violation of law or any covenant, condition, or restriction affecting the Premises. The County, at the County's own cost and expense, must comply with all laws, ordinances, regulations, rules, and/or any directives of any governmental agencies or authorities having jurisdiction which will, by reason of the nature of the County's use or occupancy of the

Premises, impose any duty upon the County or TPL with respect to the Premises or its use or occupation. The County will not do or permit to be done anything that will invalidate any insurance covering the Premises or increase the amount of the premium for fire or other insurance covering the Premises that may be carried by TPL during the Term and any Extension Term.

6. Exclusive Control of Premises. The County will have the exclusive control of the Premises, subject to TPL's rights hereunder and at law and equity, and any rights of record.

7. Operation, Management & Maintenance; Compliance with Law.

7.1. The County's Obligations. The County, at its sole cost and expense, will be responsible for the maintenance of the Premises during the Term. the County will, at its sole cost and expense during the Term and any Extension Term (i) maintain and repair the Premises, including its facilities, improvements, and roads, and keep the Premises in good order and repair; and (ii) maintain and repair the Premises, including its facilities, improvements, and roads in compliance with any and all present and future laws, general rules, or regulations of any governmental authority. All maintenance and repair work must meet all professional standards applicable to such work. The County will keep reasonable records describing any maintenance/repairs it does on the Premises, and provide such records for TPL's review upon demand. Before performing any maintenance or repairs that may materially impact the use or value of the Premises, the County must notify TPL and such maintenance/repairs may be done only with TPL's prior written approval; provided, however, in the case of emergency repairs, TPL's prior written approval will not be required, but the County will notify TPL of the repairs as soon as practicable and will conduct such repairs in a professional and commercially reasonable manner.

7.2. TPL Has No Maintenance Obligations. TPL will not be required or obligated to do any maintenance or to make any repairs, changes, alterations, additions, improvements, or replacements of any nature whatsoever in, on or about the Premises. The County waives any rights created under any law now or hereafter in force to make repairs to the Premises at TPL's expense.

8. Taxes. County will be responsible for the payment of all real property taxes during the Term, if any, and any taxes associated with the County's possessory interest in the leasehold. County will either pay such taxes directly or reimburse TPL for the payment of such taxes upon receipt of an invoice therefor.

9. Utilities. The County will pay all utilities for the Premises during the term of this Lease.

10. Rights of TPL. The use of the Premises by the County will be subject at all times during the Term or any extension or renewal thereof, to the following rights of the TPL:

10.1. Upon reasonable prior notice to the County, to inspect the Premises;

10.2. To enter the Premises for the purpose of taking all steps as may be necessary or desirable for the safety, protection, maintenance, or preservation of the Premises; and

10.3. As otherwise provided in this Lease.

11. Alterations & Demolition.

11.1. Consent. The County may not demolish, remove, relocate, or rebuild any existing improvements on the Premises without TPL's prior written consent, which may be withheld in TPL's sole discretion. The County will have the right, but not the obligation, during the Term and any Extension Term, to make alterations, improvements, utility installations, or additions upon the Premises ("**Alterations**") consistent with the purposes of this Lease and the County's use of the Premises. Plans for all proposed Alterations must be submitted to TPL for prior review and approval, which will not be unreasonably withheld. As a condition to giving its consent, TPL may require that the County (i) agree to remove any such Alterations at the expiration or sooner termination of the Term or any Extension Term, and to restore the Premises to their prior condition, and (ii) in the event the County enters into a contract with a third party for the work of such Alterations, the County will require such contractor to provide for the filing of separate performance and payment bonds each equal to 100% of the total contract price and carry builder's risk and all other insurance coverages (e.g., commercial general liability, workers' compensation, employer's liability, and automobile liability and bodily injury coverage), as required under Section 13.4 below. The County will cause TPL to be named as additional insured on all liability coverage carried by such contractors.

11.2. Liens. All alterations, improvements, and additions to the Premises must be performed by a licensed contractor. The County will pay, when due, all claims for labor and materials furnished to or from the County at or for use in the Premises. The County will take appropriate action to keep the Premises free of mechanic's liens or other liens and will take such action, legal or otherwise, as is necessary to remove such liens from the Premises as a result of claims for labor or materials furnished to or from the County.

12. No Hazardous Materials on Premises.

12.1. Except to the extent commonly and lawfully used, stored, and disposed of in the day-to-day operation of the Premises, the County may not cause, permit, or suffer any Hazardous Materials to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about, or beneath the Premises or any portion thereof by the County, its agents, employees, contractors, lessees, or invitees, or any other person without the prior written consent of TPL. Any request by the County must be in writing and demonstrate to the reasonable satisfaction of the TPL that such Hazardous Materials are necessary to the business of the County and will be stored, used and disposed of in a manner that complies with all laws applicable to such Hazardous Materials. Such consent may be withheld in TPL's sole discretion, and in no event will TPL be obligated to consent to the presence of any Hazardous Materials that may increase the likelihood or magnitude of liability for environmental damages or to any treatment, storage, or disposal of which requires a permit or variance under any local, state, or federal laws relating to Hazardous Materials, health, or the environment, and TPL will not be obligated to execute any application for such a permit or variance.

12.2. "**Hazardous Materials**" include, without limitation, whether now or subsequently listed in any governmental listing or publication defining hazardous materials, common household items containing substances now or subsequently listed as a hazardous material or substance, chemicals, drugs, any materials used for laboratory analysis, nuclear and/or radioactive materials, toxic substances, Hazardous Substances, ("**Hazardous Substance**")

means any substance, material or waste [including petroleum and petroleum products] that is or becomes designated, classified or regulated as being “toxic” or “hazardous” or a “pollutant,” or that is or becomes similarly designated classified or regulated under any federal, state, or local law, regulation, or ordinance), hazardous wastes, contaminated or polluting substances, materials, or waste.

13. Exculpation, Indemnification, and Insurance.

13.1. Definition of the “County Parties” and “TPL Parties.” The term the “**County Parties**” means, singularly and collectively, the County and the County’s officers, members, partners, agents, employees, lessees, licensees, and independent contractors as well as to all persons and entities claiming through any of these persons or entities. The term “**TPL Parties**” mean, singularly and collectively, TPL and its officers, directors, affiliated entities, personal representatives, assigns, licensees, invitees, agents, servants, employees, and independent contractors of these persons or entities.

13.2. Exculpation.

(a) Exculpation. To the fullest extent permitted by law, the County, on its behalf and on behalf of all the County Parties, waives all claims (in law, equity, or otherwise) against TPL Parties arising out of, knowingly and voluntarily assumes the risk of, and agrees that TPL Parties will not be liable to the County Parties for any of the following arising out of this Lease or the County’s use of the Premises:

(1) Injury to or death of any person;

(2) Loss of, injury or damage to, or destruction of any tangible or intangible property, including the resulting loss of use, economic losses, and consequential or resulting damage of any kind from any cause (including, but not limited to, flooding, failure of any improvements on the Property, acts by third parties); or

(3) The presence Hazardous Materials or any damages relating thereto.

(b) TPL Parties will not be liable for the foregoing unless the liability results from any active or passive act, error, omission, or negligence of any of the TPL Parties. TPL shall not be liable for claims in which liability without fault or strict liability is imposed or sought to be imposed on any of the TPL Parties.

(c) Survival of Exculpation. This Section 13.2 will survive the expiration or earlier termination of this Lease until all claims within the scope of this Section 13.2 are fully, finally, and absolutely barred by the applicable statutes of limitations.

(d) The County’s Acknowledgment of Fairness. The County acknowledges that this Section 13.2 was negotiated with TPL, that the consideration for it is fair and adequate, and that the County had a fair opportunity to negotiate, accept, reject, modify, or alter it.

(e) No Exculpation for Non-Delegable Duties. This exculpation clause may not be interpreted or construed as an attempt by TPL to be relieved of liability arising out of a non-delegable duty on the part of TPL.

13.3. Indemnification. To the fullest extent permitted by law, the County will, at the County's sole expense and with counsel reasonably acceptable to TPL, indemnify, protect, defend, and hold harmless TPL Parties from and against all Claims, as defined in in clause (b) below, from any cause, arising out of or relating (directly or indirectly) to the Premises, this Lease, the tenancy created under this Lease, the County's lease of the Premises, or the County's use of the Premises, without limitation.

13.4. Insurance.

(a) The County is a governmental entity pursuant to the Colorado Governmental Immunity Act ("CGIA") and will comply with the insurance provisions of the CGIA during the term of this Agreement. The County will cause all of its contractors, licensees, lessees, sublessees, and any other party using, occupying, or performing work at the Premises (other than the general public) to carry the insurance as required by this Section and Exhibit B. None of the County's contractors, licensees, lessees, sublessees, or any other party using, occupying, or performing work at the Premises may self-insure.

(b) Compliance with Insurer Requirements. The County will, at no cost to TPL, comply with all requirements, guidelines, rules, orders, and similar mandates and directives pertaining to the use of the Premises, whether imposed by the County's insurers, TPL's insurers, or both. If the County's business operations, conduct, or use of the Premises cause any increase in the premium for any insurance policies carried by TPL, the County will, within ten (10) business days after receipt of written notice from TPL, reimburse TPL for the increase.

(c) Insurance Independent of Exculpation and Indemnification. The insurance requirements set forth in this Section are independent of the County's exculpation, indemnification, and other obligations under this Lease and will not be construed or interpreted in any way to restrict, limit, or modify the County's exculpation, indemnification, and other obligations or to limit the County's liability under this Lease.

(d) Evidence of Insurance Coverage. The County will deliver to TPL certified copies of the policies of insurance or certificates of insurance showing that coverage required under this Section is carried by the County (or the applicable County Party). No such policy may be cancelable or subject to modification except after thirty (30) days prior written notice to TPL. All policies of insurance to be carried by hereunder must be issued by an insurer licensed to do business in the State of Colorado with a rating of at least A- and VIII in Best's Insurance Reports, or equivalent. Any policy required to be maintained hereunder may be maintained under a so-called "blanket policy," insuring other parties and other locations, so long as the amount of insurance required to be provided hereunder is not thereby diminished.

14. Surrender of Premises. Unless this Lease is terminated due to the County's acquisition of the Premises as contemplated in the Purchase Agreement, upon the expiration or earlier

termination of this Lease, the County will return the Premises to TPL in the same condition as on the date the County took possession, except for any maintenance and repairs performed by the County on the Premises pursuant to this Lease. Any damage to the Premises resulting from the County's use will, at TPL's election, be repaired by either TPL or the County, but in either case at the County's expense. TPL and the County may mutually agree in writing to any deviation from the terms of this section with regard to any Alterations installed by the County on the Premises during the term of this Lease.

15. Assignment and Subletting. The County may sublease the Premises or any interest therein, with the prior written consent of TPL, which consent will not be unreasonably withheld. No sublease will relieve the County from any obligations under this Agreement, and the County will remain joint and severally liable as primary obligor and not as surety. TPL may not assign this Lease to a third party without the prior written consent of the County, which consent will not be unreasonably withheld.

16. Signs. The County may not post any signs on the Premises without the prior consent of TPL, which will not be unreasonably withheld.

17. Brokers. The Parties represent to each other that they have not dealt with any broker in connection with the origin, negotiations, execution, or performance of this Lease and agree to indemnify and hold harmless each other from any loss, liability, damage, cost, or expense incurred by reason of a breach of this representation.

18. Default.

18.1. Events of Default. The occurrence of any of the following and the continuance thereof after notice and the opportunity to cure as provided in Section 18.2 below will constitute a default by the County and a breach of this Lease:

(a) Failing or refusing to pay any amount payable under this Lease when due in accordance with the provisions of this Lease, and the default continues for five (5) days after notice from TPL; provided, however, that the County will not be entitled to more than one (1) notice for default in payment of rent during any twelve-month period, and if, within twelve (12) months after any such notice, any rent is not paid when due, an event of default will have occurred without the need for further notice;

(b) Failing or refusing to occupy and operate the Premises in accordance with the provisions of this Lease;

(c) Failure to carry insurance (or maintain a self-insurance program) or failure to cause any County Party to carry the insurance required hereunder;

(d) Failing or refusing to perform fully and promptly any covenant or condition of this Lease, other than those specified in subparagraphs (a) and (b) above; and

(e) Maintaining, committing or permitting on the Premises waste, a nuisance, or use of the Premises for an unlawful purpose, or assigning or subletting this Lease in a manner contrary to the provisions of this Lease.

18.2. Notices. Following the occurrence of any of the failures specified in Section 18.1, TPL will give the County a written notice specifying the failure and that the County either fully cure each such failure within the time period specified in the subparagraphs below or quit the Premises and surrender the same to TPL:

(a) For nonpayment of rent or any other amount payable under this Lease, five business (5) days after receipt of notice from TPL;

(b) For any nonmonetary default, thirty (30) days after receipt of notice from TPL, or, if the nature of the obligation is such that it reasonably would require more than thirty (30) days to cure the failure, within a time reasonably necessary to cure such failure (provided the County has undertaken to cure the default within such thirty (30) day period and diligently pursues such efforts to cure to completion); and

(c) For a failure that is not capable of cure, TPL will give the County a written notice specifying the nature of the failure and TPL will have the right to demand in the notice that the County, and any lessee, tenant, subtenant, licensee, or other County Party, quit the Premises within five (5) business days.

18.3. Time for Cure. To the extent permitted by applicable State law, the time periods provided in this Section for cure of the County's failures under this Lease or for surrender of the Premises will be in lieu of, and not in addition to, any similar time periods described by Colorado law as a condition precedent to the commencement of legal action against the County for possession of the Premises.

18.4. TPL's Rights and Remedies. If the County fails to cure any default within the time periods set forth above, or fails to quit the Premises as required thereby, then TPL may exercise any of the following rights without further notice or demand of any kind to the County or any other person, except as may otherwise be required by applicable Colorado law:

(a) The right of TPL to terminate this Lease and the County's right to possession of the Premises and to reenter the Premises, take possession thereof and remove all persons therefrom, following which the County will have no further claim thereon or hereunder;

(b) The right of TPL without terminating this Lease and the County's right to possession of the Premises, to reenter the Premises and occupy the whole or any part thereof for and on account of the County and to collect any unpaid rents and other charges, which have become payable, or which may thereafter become; or

(c) The right of TPL, even though it may have reentered the Premises, in accordance with the immediately preceding subparagraph (b) of this Section 18.4, to elect thereafter to terminate this Lease and the County's right to possession of the Premises.

(d) If TPL reenters the Premises under the provisions of subparagraph (b) of this Section 18.4, then, by any such reentry or by any action, in unlawful detainer or otherwise, to obtain possession of the Premises, unless TPL has notified the County in writing that it has elected to terminate this Lease and the County's right to possession, TPL will not be deemed to have terminated (1) this Lease, (2) the liability of the County

to pay rent or other charges thereafter accruing, or (3) the County's liability for damages under any of the provisions of this Lease. The County further covenants that the service by TPL of any notice pursuant to the unlawful detainer statutes of the State of Colorado and the surrender of possession pursuant to such notice will not (unless TPL elects to the contrary at the time of, or at any time subsequent to, the serving of the notice and the election is evidenced by a written notice to the County) be deemed to be a termination of this Lease. In the event of any reentry or taking possession of the Premises as set forth above, TPL will have the right, but not the obligation, at the County's expense, to remove from the Premises any or all merchandise, fixtures, or personal property located therein and to place the same in storage at a public warehouse at the expense and risk of the County. The rights and remedies given to TPL in this Section 18 are additional and supplemental to all other rights or remedies that TPL may have under laws in force when the default occurs.

18.5. TPL's Damages. If TPL terminates this Lease and the County's right to possession of the Premises under the provisions of this Section 18, then TPL may recover from the County as damages any actual damages suffered or incurred by TPL on account of the County's default, through the then-applicable end of the Term or Extension Term.

18.6. Fixtures and Personal Property. In the event of the County's default, all of the County's merchandise, fixtures, and personal property will remain on the Premises and, continuing during the length of the default, TPL will have the right to take the exclusive possession of that personal property and to use it free of rent or charge until all defaults have been cured or, at its option, to require the County to immediately remove it.

18.7. The County's Waiver. Notwithstanding anything to the contrary contained in this Lease, the County waives (to the fullest extent permitted under law) any written notice (other than such notice as this Section 18 specifically requires) that any statute or law now or hereafter in force requires be given the County. The County further waives any and all rights of redemption under any existing or future law in the event its eviction from, or dispossession of, the Premises for any reason, or in the event TPL reenters and takes possession of the Premises in a lawful manner.

18.8. Interest. Any amounts due from the County under the provisions of this Lease will bear interest at the rate as provided in Section 4.3(a) above.

19. Entire Lease Agreement: Modification: Waiver. This Lease constitutes the entire agreement between the Parties pertaining to the lease of the Premises by the County from TPL and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification or amendment of this Lease will be binding unless executed in writing by all the Parties. No waiver of any provision of this Lease, whether or not similar to the waiver of any other provision of this Lease, will constitute a waiver of any other provision herein. No waiver will be binding unless executed in writing by the party making the waiver.

20. Counterparts. This Lease may be executed in counterparts, each of which will be deemed an original and which together will constitute one and the same Lease.

21. Severability. Each provision of this Lease is severable from any and all other provisions of this Lease. If any provision(s) of this Lease is, for any reason, unenforceable, then the balance will nonetheless be of full force and effect.

22. Authority. TPL has the power and authority to enter into this Lease and render full performance hereunder. The County also has the power and authority to enter into this Lease and to render full performance hereunder. The execution and delivery of this Lease and performance of the obligations hereunder by the Parties will not constitute a default under any indenture, loan agreement, mortgage, deed of trust, or other instrument.

23. Notices. The Parties will give all notices and demands in writing by personal delivery, express mail, certified mail, postage prepaid, and return receipt requested, email, or facsimile. Notices will be considered received on the earlier of: (a) receipt, if personally delivered or express mailed to the addressee, or (b) forty-eight (48) hours after deposit in the United States mail, or (c) upon transmission during business hours Colorado time by email or facsimile, provided the sender does not receive any indication that any such email or facsimile transmission was not successful (transmission after business hours will be deemed received the next business day). Notices must be addressed as provided immediately below for the respective Parties. Either party may change its address at any time by providing notice according to this Section.

The Trust for Public Land
1410 Grant Street, Suite D210
Denver, CO 80203
Attention: Wade Shelton
Tel: (303) 867-2334
Fax: (303) 837-1131
Email: wade.shelton@tpl.org

With a copy to:

The Trust for Public Land
607 Cerrillos Road; Suite F-1
Santa Fe, NM 87505
Fax: (505) 988-5967

Tel: (505) 982-6968
Attn: Legal (CO)
Email: peter.ives@tpl.org

Adams County

Fax: (____) _____
Attn: _____
Email: _____@_____

With a copy to:
County Attorney's Office
Fax: (720) 523-6114
Attn: County Attorney
Email: hmiller@adcogov.org

24. Time of the Essence; Dates. Time is of the essence for the purpose of this Lease. If any date specified in this Lease falls on a Saturday, Sunday, or public holiday, then the date will be deemed to be the succeeding day on which the public agencies and major banks are open for business.
25. Binding on Successors. The covenants and conditions herein contained will, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the Parties hereto.
26. Rules of Construction. This Lease was drafted by the Parties and any provision thereof that is found by a court of proper jurisdiction to be ambiguous or inconsistent, either internally or in relation to other provisions contained herein, will be construed in accordance with a fair and ordinary meaning so as to effectuate the intent of the Parties to this Lease. This Lease will be deemed to be equally prepared by both of the Parties hereto.
27. Governing Law; Venue. This Lease will be governed by and construed in accordance with the laws of the State of Colorado. Venue for any dispute shall be in Adams County, Colorado.
28. Captions. Section captions have been inserted solely as a matter of convenience and in no way define or limit the scope or intent of any provisions of this Lease.
29. Attorneys' Fees. If either Party hereto brings an action to enforce the terms hereof or declare the rights of the Parties hereunder, the prevailing Party in any such action, on trial or appeal, will be entitled to recover from the other Party the reasonable costs and attorneys' fees incurred in connection with such action.

This Lease has been executed by the Parties hereto on the day and year first above written.

THE TRUST FOR PUBLIC LAND,
a California nonprofit public benefit corporation

BY: _____

NAME: _____

TITLE: _____

ADAMS COUNTY,
a political sub-division of the State of Colorado

By: _____

ATTEST

(SEAL)

EXHIBIT A

MAP and DESCRIPTION OF PREMISES

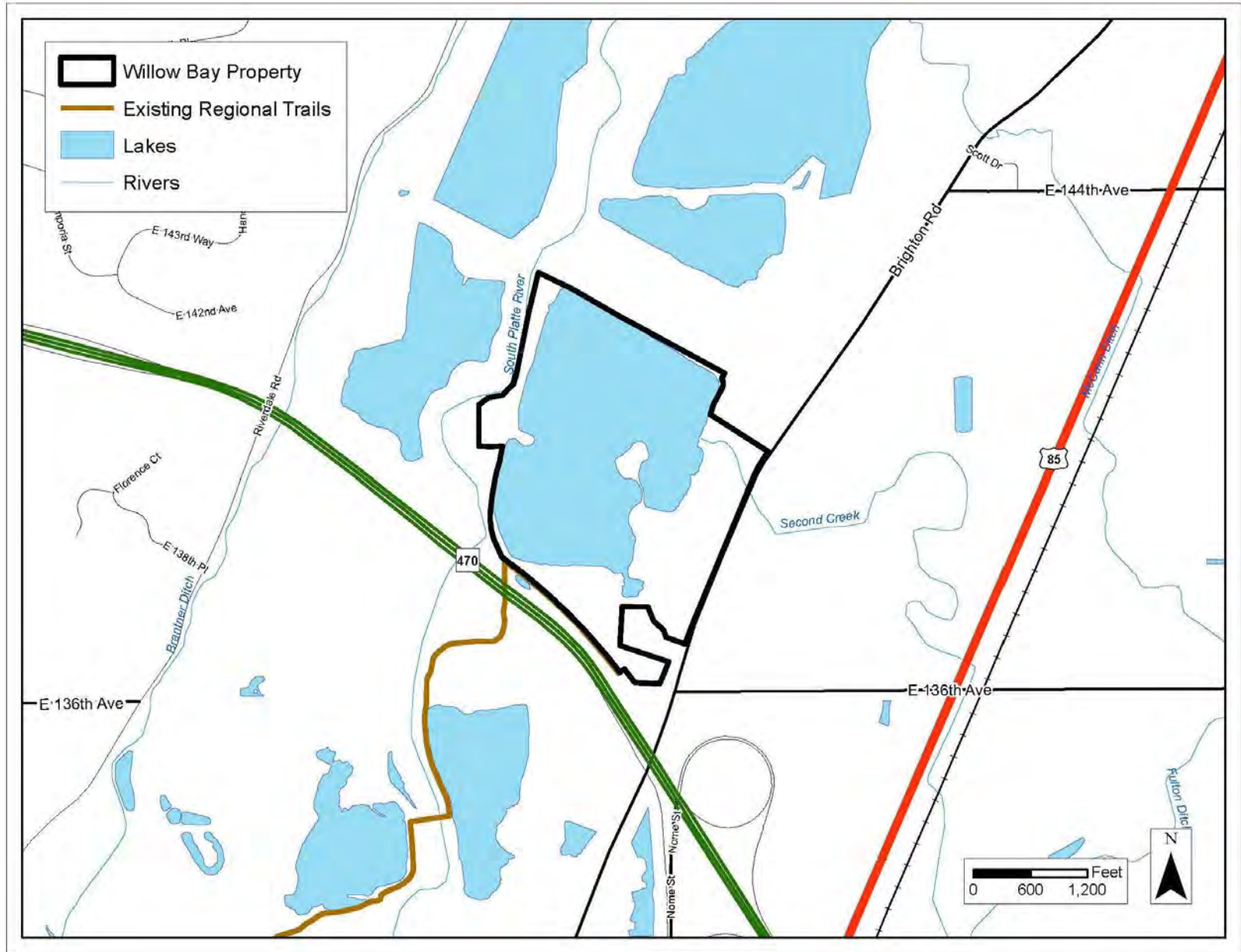


EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting the County's indemnification obligations to TPL, but subject to the County's right to self-insure as provided in Section 13.4(a), the County must provide and maintain (and cause contractors, licensees, lessees, sublessees, tenant, subtenants, and any other party using, occupying, or performing work at the Premises (other than the general public) to provide and maintain), during the Term and any Extension Term and for such other period as may be required herein, at no cost to TPL, insurance in the amounts and form specified below.

<u>Type</u>	<u>Limits</u>
Worker's Compensation	As required by statute
Employers' Liability	\$2,000,000/occurrence
Commercial General Liability	<i>See below</i>
Professional Errors and Omissions Liability (attorneys, architects and other professionals only)	\$2,000,000/occurrence \$2,000,000/aggregate
Automotive Liability	\$1,000,000/person
Bodily Injury	\$1,000,000/occurrence

Liability Insurance. Commercial General Liability insurance applicable to the use and occupancy of the Premises and the Premises, in at least the amounts and form set forth below are required. For any use deemed high-risk or extreme by TPL or TPL's insurer, TPL reserves the right to require increased coverage.

(1) Commercial General Liability Insurance. A policy of Commercial General Liability Insurance that provides limits of:

- | | | |
|-----|---------------------------------------|-------------|
| (a) | Combined Single Limit per occurrence: | \$5,000,000 |
| (b) | Fire Damage Limit (Any One Fire): | \$ 500,000 |
| (c) | Medical Expense (Any One Person): | \$ 5,000 |

OR

(2) Commercial General Liability Insurance. A policy of Commercial General Liability Insurance that provides limits of:

- | | | |
|-----|--------------------------------------|--------------|
| (a) | Per Occurrence: | \$5,000,000 |
| (b) | <u>Location Specific Aggregate:</u> | \$10,000,000 |
| (c) | Products/Completed Operations: | \$5,000,000 |
| (d) | Personal & Advertising Injury limit: | \$5,000,000 |

- (e) Fire Damage Limit (Any One Fire): \$ 500,000
- (f) Medical Expense Limit (Any One Person): \$ 50,000

(3) Required Liability Policy Coverage. Any liability policy required hereunder must contain the following coverage:

- (a) Premises and Operations
- (b) Products/Completed Operations
- (c) Contractual Liability
- (d) Personal Injury Liability
- (e) Independent Contractors' Liability
- (f) Severability of Interest clause providing that the coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insured will not reduce or avoid coverage to the other named insured.

(4) Additional Insured Endorsement. Any general liability policy required hereunder must contain an endorsement that applies its coverage to TPL, its officers, agents, employees, and volunteers, individually and collectively, as additional insured.

(5) Primary Insurance Endorsement. The coverage afforded by the additional insured endorsement described above must apply as primary insurance, and any other insurance maintained by the TPL or its officers, agents, employees, and volunteers, or any TPL self-funded program, will be excess only and not contributing with such coverage.

(6) Form of Liability Insurance Policies. All liability policies must be written to apply to all bodily injury, including death, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, TPL may require additional coverage to be purchased to restore the required limits. The insured may combine primary, umbrella and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy will include the Additional Insured Endorsement described above.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 27, 2017
SUBJECT: 2017 Annual Action Plan (AAP) for US Department of Housing and Urban Development (HUD)
FROM: Norman Wright, Community and Economic Development Director
AGENCY/DEPARTMENT: Community Development
HEARD AT STUDY SESSION ON May 9, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the 2017 Annual Action Plan which is required by HUD to receive CDBG and HOME funding.

BACKGROUND:

In order for the County to qualify for Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds from HUD, the County has developed the 2017 Annual Action Plan (AAP). The AAP shows how funds will be spent in 2017 to address community needs and supports the goals outlined in the 2015-2019 Adams County Consolidated Plan.

To date, the County has not received its official CDBG and HOME allocations from HUD for PY2017 (July 1, 2017 to June 30, 2018), which could be as late as July. In an effort to be proactive and ensure that the County meets the Code of Federal Regulations deadline to submit an AAP to HUD, it is utilizing the 2016 allocations for CDBG and HOME which were \$1,147,371 and \$752,979, respectively. Additional HOME funding resources from Program Income is estimated at an amount of \$140,000. These funds are to be used on projects throughout Adams County, including leveraging CDBG funds for Minor Home Repair programs within the Urban County jurisdictions and HOME funds for the creation of affordable housing in unincorporated Adams County.

CDBG Program: The purpose of the CDBG program is to: develop viable urban communities by providing decent housing; a suitable living environment; and expanding economic opportunities principally for persons of low and moderate income. At a minimum, 70% of CDBG funds must be used for activities that benefit persons of low and moderate income.

HOME Program: The purpose of the HOME program is: to expand the supply of permanent, decent, safe, sanitary, and affordable housing; to design and implement strategies for achieving an adequate supply of

permanent, decent, safe, sanitary, and affordable housing; and to provide participating jurisdictions the various forms of federal housing assistance for serving very low-income and low-income citizens.

ACCD staff presented and discussed the 2017 AAP with the Board on May 9, 2016.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Resolution
DRAFT 2017 AAP

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE ADAMS COUNTY 2017 ANNUAL ACTION PLAN

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has designated Adams County (County) as an Urban Entitlement County under the Community Development Block Grant (CDBG) Program; and,

WHEREAS, HUD has designated the County as a Participating Jurisdiction under the HOME Investment Partnerships (HOME) Program; and,

WHEREAS, Adams County has entered into cooperative agreements with municipal governments in the County for the conduct of CDBG projects that benefit residents of the Urban County and participating cities; and,

WHEREAS, Adams County has entered into a consortium agreement with the City of Westminster and the City of Thornton for the HOME Program, which benefits residents of the urban county and participating cities; and,

WHEREAS, Adams County has been receiving CDBG funds since 1986 and HOME funds since 1992; and,

WHEREAS, Adams County has identified local community development and housing needs and objectives and has prepared the 2017 Annual Action Plan (AAP) that lists proposed activities to be funded for CDBG and HOME programs; and,

WHEREAS, Adams County has made the proposed AAP and use of funds available for public comment, in accordance with the Adams County Community Development Citizen Participation Plan; and,

WHEREAS, after HUD approves the AAP, the County will be able to expend grant funds upon funding availability and the necessary environmental clearances; and,

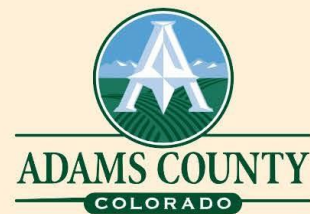
WHEREAS, Sub-Grantee Agreements and Award letters will be prepared to finalize the activities described in the AAP; and,

WHEREAS, the Community Development Manager serves as the designated Authorized Representative to execute the documents necessary to carry out the AAP.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Adams County 2017 Annual Action Plan be approved.

BE IT FURTHER RESOLVED, that the Director of the Community and Economic Development Department and the Community Development Manager are hereby authorized to sign necessary non-contractual documents to carry out the ongoing activities of the Annual Action Plan.

Adams County 2017 Annual Action Plan



Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The mission of Adams County is to responsibly serve the Adams County community with integrity and innovation. With this foundation, the Adams County Community Development's (ACCD) goals are to support the economic, social, environmental, and cultural well-being of its communities. This is best achieved through effective partnerships, capacity building and management of funding to foster socio-economic vitality and maximize opportunities throughout the county. ACCD accomplishes this through the administration of federal, state, and local grants, all of which leverage existing efforts to address the needs within the county.

Adams County works in partnership with representatives from the Town of Bennett, and the Cities of Brighton, Federal Heights, Northglenn, Thornton and Westminster. It also partners with many non-profit organizations and local housing authorities that contribute to the delivery of services. These partners serve on boards, committees and task forces to build community collaboration and, as federal funding recipients, work hard to meet the local goals and needs of the community.

ACCD provides residents with the following opportunities:

- Affordable housing;
- Infrastructure and public facility improvements; and
- Programs to provide minor home repairs for low to moderate income homeowners.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Adams County has set the below Priorities and Objectives for the term of the Five Year Consolidated Plan. These priorities and objectives were discussed with key community informants, Urban County partners, and used to solicit applications for CDBG and HOME funding for the 2017 plan year. In 2017, ACCD will oversee many activities which will meet these Priorities and Objectives as discussed within AP-35, Projects.

Priorities & Objectives

Priority: Housing

Objective #1 Rental housing is available for the low and very low-income populations where rental housing rates are low

Objective #2 Affordable housing is located in areas easily adjacent to services including transit by the low to moderate-income populations

Objective #3 Affordable housing is available for low-income renters that want to buy

Objective #4 Aging housing stock of low to moderate-income owner-occupied units is rehabilitated and/or repaired

Priority: Community and Economic Development

Objective #1 More job services and job creation for Adams County residents

Objective #2 Public facilities and community resources are created and enhanced to support low to moderate-income populations

Objective #3 Invest strategically in neighborhoods to assist in revitalization

Priority: Seniors and other Prioritized Populations

Objective #1 Prioritized populations have housing options, especially those earning less than 40% AMI

Objective #2 Services available for at-risk children

Objective #3 Prioritized populations are educated about housing and service options

Objective #4 Housing and services options near transit are enhanced for prioritized populations

Objective #5 Integration of prioritized populations into the community

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

ACCD has relationships with many of the agencies and its Urban County partners responsible for undertaking many of the projects included in the plan. The past successes of programs operated by

these partners, by the County, and documented need for projects and programs was one consideration used by Adams County when setting goals for the 2017 program year. Unfortunately, due to historical commitment deficiencies (especially regarding HOME funds), ACCD has been proactively setting the stage to commit and spend prior year resources and will continue these efforts through 2017 for shovel ready projects. With its decision to move its program year to July 1 last December, ACCD still met its timeliness ratio on January 1, 2017 as well as on May 1, 2017, its new timeliness ratio due date. ACCD is committed to ensuring timeliness for future years by choosing projects that have realistic and feasible outcomes that meet the Con Plan goals. ACCD also recognized that monitoring needed to be evaluated, addressed and set a rigorous schedule of monitoring during 2016 with an emphasis on communicating expectations with all of its past and current Subrecipients so that compliance and any issues or concerns are addressed in a timely fashion. ACCD continues ongoing conversations with the HOME Consortia members regarding the seriousness of this issue and the potential loss of funding due to the new grant based accounting system as well as the new HOME commitment interim rule. ACCD is committed to ensuring compliance with all federal regulations through its monitoring efforts.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

ACCD included a variety of outreach efforts to have optimal public input that would inform the Annual Action Plan. These efforts included service provider/key partner meetings, newspaper notifications, Urban County and HOME Consortia meetings, the County and ACCD's webpage, and public hearings. Information regarding the proposed 2017 activities was available on the Adams County website for public comment. Outreach efforts varied to reach diverse populations and ensure that the input received was insightful and representative of all County residents. It also encouraged the participation of those in specialized populations such as non-English speaking, persons with disabilities, residents of public housing, low-income residents and seniors. Adams County published the draft Annual Action Plan, solicited input from providers and the public, and held a public hearing to approve the final plan for submittal to HUD.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The 2017 AAP public comment period began on May 10, 2017 and ended on June 27, 2017 at the Board of County Commissioners' public hearing. No comments were received.

6. Summary of comments or views not accepted and the reasons for not accepting them

Not applicable as no comments were received.

7. Summary

Not applicable.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	ADAMS COUNTY	Adams County Community Development
HOME Administrator	ADAMS COUNTY	Adams County Community Development
ESG Administrator		Adams County Community Development

Table 1 – Responsible Agencies

Narrative

ACCD’s primary purpose is to improve the quality of life for the citizens of Adams County. It manages several grant-funded programs for housing, community development, neighborhood revitalization, economic development and human service activities. The common thread of the funds administered by ACCD is to benefit low- and moderate-income residents. More than 70% of all funds and programs administered by ACCD directly impact the lives of low- and moderate-income residents. Adams County's Board of County Commissioners opted to not accept ESG funding beginning in the 2016 program year, and allocated it to the State of Colorado who had been administering ESG funding to several Adams County non-profits for many years. With this arrangement, the county non-profits applying to the State for ESG are considered a first priority for the County's ESG allocation.

Consolidated Plan Public Contact Information

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AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

Adams County worked with a variety of agencies and municipalities that provide services to residents in order to collect data around housing, services, economic development and any other needs to provide information for the Con Plan, AAP, and the Balanced Housing Plan and Needs Assessment (BHPNA). Key partner focus groups and interviews were held to collect the data to inform the BHPNA.

To gain a more thorough understanding of the housing situation in Adams County, three focus groups and a series of interviews with community leaders were conducted in late 2016 for the Housing Needs Assessment (HNA) of the BHPNA. The three focus groups consisted of: the Attainable Housing Group; Developers and Builders; and Real Estate Brokers. Overall, there is optimism about the housing situation in Adams County, but also an awareness of the struggles ahead. Relatively low housing prices and an abundance of available land make Adams County ripe for economic success, but the public-school system and transportation issues are a problem. In addition, respondents acknowledged that state-level policies are causing road blocks for affordable housing, particularly the Tax Payers Bill of Rights (TABOR) and the Construction Defect law. These policies prevent private construction of a variety of housing types and limit public support of affordable housing. The primary findings through the focus groups include:

- Housing is less affordable;
- Affordability gap is increasing for all income levels;
- Housing supply is not meeting demand; and
- Adams County is an outlier in the region.

For more information, the final HNA can be found at <https://www.adcogov.org/balanced-housing-plan-and-needs-assessment-bhpna>. The Balanced Housing Plan will be completed by fall 2017.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

Adams County works in collaboration with the City of Thornton and the City of Westminster through the HOME Consortia to distribute HOME funds to housing projects. Adams County also works with Community Resources and Housing Development Corporation (CRHDC) a certified Community Housing Development Organizations (CHDO). The County works closely with the Adams County Housing Authority (ACHA) and the Brighton Housing Authority (BHA) which provide essential housing services. In addition to ACHA and BHA, other county non-profit organizations provide and coordinate essential and vital services. These non-profits also coordinate services with health and mental health service agencies so that clients receive the services that they require.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

While Adams County has not been accepting ESG funding since 2016, Adams County will remain in coordination with the Continuum of Care (CoC) organization, Metro Denver Homeless Initiative (MDHI). MDHI works with homeless providers in throughout the metro Denver region to coordinate homeless service efforts. In Adams County specifically, MDHI has a VISTA member placement with the Adams County Housing Authority (ACHA) to assist with coordinating the annual point-in-time homeless count. MDHI is developing a regional coordinated assessment system, building a housing pipeline, and engaging other community partners to provide services to the homeless throughout the metro Denver region. MDHI staff were consulted with during the development of the 2015-2019 Con Plan. Adams County has coordinated with homeless providers working in Adams County to fund programs serving homeless individuals, families, families with children, veterans, youth, and persons at risk of becoming homeless.

Recently, the County hired the Burnes Center to conduct a homelessness study in the County. The study, which was presented to the Board of County Commissioners in early 2017, made a number of short, mid and long term recommendations. The County will be analyzing these recommendations in more detail and will be taking various initiatives in order to address homelessness as a whole but also the tent encampments in multijurisdictional areas.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction’s area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Not applicable.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	City of Westminster
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Public Housing Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in the development of the 2017 AAP by discussing proposed HOME activities and participation in the BHPNA.
2	Agency/Group/Organization	City of Thornton
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Public Housing Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in the development of the 2017 AAP by discussing proposed HOME activities and participation in the BHPNA.
3	Agency/Group/Organization	ADAMS COUNTY HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Public Housing Needs Affordable Housing, First Time Home Buyers Program
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in the development of the 2017 AAP by discussing proposed HOME activities and participation in the BHPNA.

4	Agency/Group/Organization	BRIGHTON HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in the development of the 2017 AAP by discussing proposed HOME activities and participation in the BHPNA.
5	Agency/Group/Organization	Community Resources and Housing Development Corp
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in the development of the 2017 AAP by discussing proposed CHDO activities and the BHPNA.
9	Agency/Group/Organization	CITY OF FEDERAL HEIGHTS
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Economic Development Minor Home Repair Program
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in the development of the 2017 AAP by discussing proposed CDBG activities.
10	Agency/Group/Organization	City of Brighton
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Seniors and Other Prioritized Populations, Minor Home Repair Program

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in the development of the 2017 AAP by discussing proposed CDBG activities.
11	Agency/Group/Organization	CITY OF NORTHGLENN
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Economic Development Infrastructure Improvements
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in the development of the 2017 AAP by discussing proposed CDBG activities.
12	Agency/Group/Organization	TOWN OF BENNETT
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Economic Development Public Facility
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in the development of the 2017 AAP by discussing proposed CDBG activities.
13	Agency/Group/Organization	ADAMS COUNTY
	Agency/Group/Organization Type	Other government - County Grantee Department
	What section of the Plan was addressed by Consultation?	Sustainability, Minor Home Repair Program and Infrastructure Improvements

<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Adams County Community and Economic Development Department and the Board of County Commissioners participated in the development of the 2017 AAP by discussing proposed CDBG and HOME activities.</p>
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Identify any Agency Types not consulted and provide rationale for not consulting

Adams County contacted other agencies that provide housing, development, and other varying services; however, some agencies did not attend the key partner meeting or return our emails. The opportunity to participate was made available for these organizations and the residents of Adams County especially through the BHPNA focus groups and its Public Event.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Metro Denver Homeless Initiative (MDHI)	Adams County uses the MDHI Point in Time annual homeless count, and other research and coordination efforts to develop plans for serving homeless persons in Adams County.

Table 3 – Other local / regional / federal planning efforts

Narrative

Not required - NA

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

ACCD included a variety of outreach efforts to have as much citizen participation and gather as much input as possible to include in the Action Plan. These efforts included service provider/key partner meetings, newspaper notifications, Urban County and HOME Consortia meetings, the County and ACCD's webpage, and public hearings. Information regarding the AAP has been available on the County's website for resident input as well. Outreach efforts varied to reach diverse populations and ensure that the input received was insightful and representative of all Adams County residents. It also encouraged the participation of those in specialized populations such as non-English speakers, persons with disabilities, residents of public housing, low-income residents and seniors. Adams County encouraged participation by local institutions, members of the Continuum of Care, organizations that include service providers, special needs providers and other nonprofit organizations, and housing developers. This data was then analyzed by staff who incorporated the findings around housing, special needs, and community development into the priority outcomes. By determining the priorities, ACCD was able to allocate funds to the appropriate agencies to provide those necessary services. Residents were encouraged to provide input into the draft Annual Action Plan through a publicized 30+ day public review period. ACCD publicized the availability of the draft plan in multiple newspapers of general circulation and on ACCD's webpage on the County's website.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Internet Outreach	Non-targeted/broad community	ACCD utilizes the Adams County website to continually updates the public on upcoming public hearings, funding allocations, and reports, including the AAP.	Adams County Community Development has not received any comments to date regarding BoCC approved funding allocations and reports.	No comments received.	www.adcogov.org/community-development
2	Public Hearing	Non-targeted/broad community	The Annual Action Plan Public Hearing on June 13, 2017.	No comments received.	No comments received.	http://adcogov.legistar.com/calendar.aspx
3	Newspaper Ad	Non-targeted/broad community	ACCD published a Notice of Public Hearing and Request for Public Comments on May 10 and 11, 2017 in multiple local newspapers.	No comments received.	No comments received.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Urban County Meetings	Urban County Members	Adams County Urban County members participated in several meetings in regard to the development and allocation of the 2017 CDBG activities.	No comments were received.	No comments were received.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

Adams County's allocation of HUD funds (CDBG and HOME) is determined annually, and only after it receives a formal letter from HUD regarding the amount for each program. CDBG funds are allocated to jurisdictions that are Urban County members with projects in the county. Adams County is a HOME consortia, which includes the Cities of Thornton and Westminster, as well as the remainder of the County. HOME funds are allocated to the two Consortia cities, and throughout the year to housing projects within the county. While ESG funds are allocated to Adams County, the Board in 2016 agreed not to accept these funds but rather allocate them to the State of Colorado due to a number of factors including costs recovery burden and capacity issues. The State must give first priority to county-based applicants.

Federal dollars leverage additional funds in many of the projects completed as part of the Consolidated Plan. Federal dollars are limited, and agencies completing projects will often utilize other funds to complete projects. The leveraged dollars represent a benefit to all Adams County residents. They stretch the grant funds received by the County, while allowing projects to proceed, benefits either the area or a specific clientele. At the same time, it aids the agencies supplying the leveraged funds in meeting their goals. In addition to CDBG and HOME funds, Adams County provides local grants to human service organizations serving the county's low income individuals and families through its Human Services Agency Grant (HSAG) Program.

Each of these funding streams has allowed Adams County to target at-risk populations and leverage fixed program year allocations. These funding streams helped provide resources, services, and opportunities to people that may not qualify under HOME or CDBG guidelines and to neighborhoods that may not have been targeted with regular Program Year funding.

ACCD also leverages other streams of funding that help provide necessary services to the low-income population. These include: Community Services Block Grant (CSBG), Older Americans Act (OAA), Colorado State Funding for Senior Services (SFSS), Colorado Department of Transportation (CDOT), and the HSAG program. With these federal, state and local funds, Adams County is able to provide vital agency support to non-profits and partner agencies that carry out the HUD programs and provide essential services to the residents of the county. The strategic leveraging of these funds allows the county to provide the most comprehensive support to its citizens and the agencies serving its citizens.

HOME project expenditures require a 25% match. In order to be considered HOME match, the funding must be a non-federal permanent contribution to affordable housing contributed in an eligible manner and properly documented. Adams County encourages all HOME funded projects to have match.

CDBG Prior Year Resources total \$117,731.93 and no Program Income is projected. Prior year resources include funds from various 2015 CDBG activities that were completed under the anticipated budget. Adams County will utilize all the 2015 and 2016 remaining resources for the 2017 program year.

Through reconciliation, HOME Prior Year Resources total \$521,551.79. Program income that could be programmed in the 2017 program year is \$90,574 for activities related to HOME approved activities, including, but not limited to, activity delivery costs.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,183,423	0	117,732	1,301,155	2,366,846	Adams County will allocate 2017 CDBG funds to its Urban County members (four local jurisdictions) for their proposed projects.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	754,106	200,000	521,552	1,475,658	1,508,212	HOME funds are allocated in Thornton, Westminster (HOME Consortia), and throughout the county. Adams County uses 10% of HOME funds for administration of programs.
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	0	0	0	0	0	ESG funds are allocated to the State of Colorado.

Table 1 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Adams County funded projects uses a variety of other leveraged funds to cover the total cost of projects. HOME funded projects use Low Income Housing Tax Credit (LIHTC) equity, debt, State of Colorado HOME funds, Federal Home Loan Bank Board, HUD 221 (d)(4) FHA Loan and other resources to cover the cost of development, redevelopment, rehabilitation, homebuyer assistance, and other project costs. CDBG projects leverage grant funds from local jurisdiction funding resources.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Adams County and local jurisdictions may choose to provide publically held land for housing, community facility, and other eligible HOME and CDBG projects. No specific parcels are being used in the 2017 program year.

Discussion

Not required - NA

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Infrastructure Improvements	2015	2019	Non-Housing Community Development	County-Wide City of Northglenn	Housing Needs Community and Economic Development Needs Seniors and other Prioritized Populations	CDBG: \$317,528	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 17295 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 142 Households Assisted
2	Preservation of Existing Housing Stock	2015	2019	Affordable Housing	County-Wide City of Federal Heights City of Brighton	Housing Needs Community and Economic Development Needs Seniors and other Prioritized Populations	CDBG: \$619,374	Rental units rehabilitated: 142 Household Housing Unit Homeowner Housing Rehabilitated: 24 Household Housing Unit
3	Construction of New Rental Housing	2015	2019	Affordable Housing	County-Wide	Housing Needs Seniors and other Prioritized Populations	HOME: \$160,000	Rental units constructed: 142 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Expanding and Preserving Homeownership	2015	2019	Affordable Housing	County-Wide City of Thornton	Housing Needs	HOME: \$538,177	Homeowner Housing Added: 4 Household Housing Unit

Table 2 – Goals Summary

Goal Descriptions

1	Goal Name	Infrastructure Improvements
	Goal Description	<p>The City of Northglenn has proposed to install new ADA compliant sidewalks and ramps in its low to moderate income neighborhoods to improve overall mobility and accessibility for residents. Additionally, as a reserve activity, the city is contemplating using CDBG funds to implement a bicycle/pedestrian plan. Such accessibility will include access to other residential areas as well as connections to neighborhood services in commercial areas and public facilities. Infrastructure improvements reduce neighborhood blight, while improving streetscapes for areas that are beyond their intended lifecycle.</p> <p>The County will be allocating HOME funds to Baker School Apartments a new affordable housing project located in unincorporated Adams County on the northeast corner of 64th Avenue and Lowell Boulevard in unincorporated Adams County. The complex will provide 142 affordable rental housing units. Due to the size of the development and increase in traffic, Adams County Transportation Department is requiring infrastructure street improvements to provide safe access in and out of the site. CDBG funds will be used to cover the costs of the required street safety improvements, which otherwise would not be required without the development of the Baker School Apartments.</p>

2	Goal Name	Preservation of Existing Housing Stock
	Goal Description	<p>The Minor Home Repair (MHR) Program will service individual homeowners of low-to-moderate income throughout the Cities of Brighton and Federal Heights, and unincorporated Adams County (as a reserve activity). The program will address essential home repairs to promote decent, safe and sanitary conditions as well as accessibility issues. ACCD staff will administer the MHR program for the Cities.</p> <p>Additionally, the County plans to contribute approximately \$385,000 post construction to the affordable rental housing project (Baker School Apartments) to install solar panels. This endeavor will further help in reducing financial burden to the renters through lowering utility costs. In the event that solar panels will not be installed at Baker School Apartments, the County will install solar on another affordable housing structure in the County.</p>
3	Goal Name	Construction of New Rental Housing
	Goal Description	<p>Adams County will be allocating an additional \$160,000 in HOME funds to Baker School Apartments to construct a new affordable housing development in unincorporated Adams County. Total HOME funds will equal \$650,000, of which \$490,000 has been approved through the First Substantial Amendment to the 2016 AAP. The new affordable housing project will provide 142 affordable rental units serving between 30% to 60% AMI individuals/families. The project will include one-, two-, and three-bedroom units.</p>

4	Goal Name	Expanding and Preserving Homeownership
	Goal Description	<p>City of Thornton allocated \$50,000 in HOME funds to Habitat for Humanity through the 2016 AAP for construction of a new duplex (2 affordable housing units) for two low-to-moderate income homebuyers. Due to unforeseeable project constraints with finding undeveloped land within Thornton, Habitat for Humanity's proposed 2016 activity will be amended to acquiring and rehabilitation of existing housing within the Thornton. In addition, funds from the the 2016 TBRA activities (ACHA TBRA & Shiloh House) needing to be reprogrammed will go to this activity bringing the total budget up to \$160,000.</p> <p>City of Thornton and Adams County will allocate Community Resources & Housing Development Corporation (CRHDC) CHDO HOME funds for its acquisition rehab program. The requested HOME funds will be used to acquire properties, rehabilitate and/or construct the housing for resale to low-to-moderate income, mortgage-ready households for down payment assistance. Additionally, CRHDC will receive the allowable 5% CHDO operating costs (\$37,705.30) in addition to the 2017 CHDO allocation. An estimated two low-to-moderate income homebuyers will benefit from these activities.</p>

Table 3 – Goal Descriptions

AP-35 Projects - 91.420, 91.220(d)

Introduction

Adams County has allocated CDBG and HOME funds to projects in 2017 that meet its Priority Needs and Annual Goals.

CDBG projects include minor home rehabilitation, public infrastructure, and a solar panel project. Adams County and the cities of Brighton, Northglenn and Federal Heights have prioritized projects in their jurisdictions and will oversee projects within their communities. The Town of Bennett will not be accepting CDBG funds in 2017 as they received over \$300,000 in CDBG funding for the rehabilitation of a park in a low-income neighborhood. This project is still active and anticipated for completion by early summer of 2017. The Town of Bennett typically receives less than \$15,000 for its CDBG allocation.

HOME projects include new affordable housing construction, a CHDO project, and CHDO operating costs.

#	Project Name
1	CDBG: Housing
2	CDBG: Infrastructure
3	CDBG: Administration
4	HOME: Administration
5	HOME: Adams County
6	HOME: Thornton
7	HOME: CHDO

Table 3 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Based on input from the Urban County members, community organizations, and non-profits, the County determined how to allocate priorities as outlined in the Consolidated Plan. Urban County members participate in the Urban County through a formula basis and after receiving their allocation, the County works with each to identify a project that addresses the Consolidated Plan goals and meet the needs of their respective residents. While the housing market is a big obstacle in meeting housing needs in the County, it is doing its best to work with developers, housing authorities and others to overcome this obstacle. In addition, the County dedicated part of its 2016 CDBG administration costs to the Balanced Housing Plan and Needs Assessment to address the issues that were raised in the 2015 Analysis of Impediments to Fair Housing Choice as well as the challenging market conditions. The Needs Assessment was completed in January 2017, which will be used to help guide the recommendations and housing policies developed for the Balanced Housing Plan. This plan is anticipated to be adopted by the Board in 2017.

AP-38 Project Summary

Project Summary Information

Table 4 – Project Summary

1	Project Name	CDBG: Housing
	Target Area	County-Wide City of Federal Heights City of Brighton
	Goals Supported	Expanding and Preserving Homeownership Preservation of Existing Housing Stock
	Needs Addressed	Housing Needs Seniors and other Prioritized Populations Community and Economic Development Needs
	Funding	CDBG: \$619,375
	Description	Minor Home Repair (MHR) Program will serve individual homeowners of low-to-moderate income throughout the Cities of Brighton and Federal Heights, and unincorporated Adams County (as a reserve). The program will address essential home repairs that are in danger of failure or that could lead to health, safety, or accessibility issues. ACCD staff will administer the MHR program for the Cities. CDBG funds will be utilized to install solar panels on a local affordable housing development. This endeavor will further help in reducing financial burden through lowering utility costs.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	The MHR budget of \$254,374 will serve approximately 25 low-to-moderate income households. With \$163,827 being allocated to Brighton (approximately 16 households) and \$90,547 being allocated to Federal Heights (approximately 9 households). The Baker School Apartments solar activity will benefit 142 affordable rental housing units.

<p>Location Description</p>	<p>The MHR Program will take place within the city limits of Brighton and Federal Heights. In the event that funding is allocated to the reserve activity, Adams County MHR Program, funding will serve unincorporated Adams County residents.</p> <p>The Baker School Apartments solar activity will be installed on the apartment complex post construction on the northeast corner of West 64th Avenue and Lowell Boulevard, in unincorporated Adams County. In the event that the proposed activity becomes infeasible, the County will select another local affordable housing development to install solar panels. The particular development and location will be determined at a later date; however, the activity will take place within the County.</p>
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	<p>Planned Activities</p>	<p>The MHR Program is intended to impact the health, safety, and sanitary conditions as well as address sustainability for low-to-moderate income owner occupied households. The program is designed to maintain safe homes, preserve and improve the quality of the housing stock, assist seniors to age in-place or the disabled to remain in their homes as well as address sustainability through energy efficient replacements. The MHR Program will be administered and managed by ACCD. ACCD will retain 20% of each jurisdiction's allocation for Activity Delivery Costs (ADCs). Any overage on ADCs will be allocated back into the appropriate jurisdiction's budget to serve more homeowners. City of Brighton has been allocated \$163,827.17 and City of Federal Heights has been allocated \$90,547.28. Operating the MHR Program in unincorporated Adams County will stand as a reserve project, in the event that any of the proposed 2017 CDBG activities become infeasible. The MHR Program meets the National Objective of assisting low-moderate income residents. The CDBG matrix code is 14A, Rehab: Single-Unit Residential.</p> <p>Adams County will be allocating HOME funds to Baker School Apartments to construct a new affordable rental housing development in unincorporated Adams County. The new affordable housing project will provide 142 affordable rental units serving between 30% to 60% AMI. The units will be one, two, and three bedroom units. Additionally, the County will contribute approximately \$385,000, post construction, to Baker School Apartments. The CDBG funding is to be used to install solar panels on the development. This endeavor will further help in reducing financial burden through lowering utility costs. In the event that the proposed activity becomes infeasible, the County will select another local affordable housing development to install solar panels. The particular development and location are to be determined, however, the activity will take place within the County. Solar panels meet the National Objective of assisting low-moderate income residents. The CDBG matrix code is 14F, Rehab: Energy Efficiency Improvements.</p>
2	<p>Project Name</p>	CDBG: Infrastructure
	<p>Target Area</p>	County-Wide City of Northglenn
	<p>Goals Supported</p>	Infrastructure Improvements

Needs Addressed	Housing Needs Seniors and other Prioritized Populations Community and Economic Development Needs
Funding	CDBG: \$317,528
Description	CDBG funding will be utilized in City of Northglenn as a continuation of the 2016 ADA sidewalk activity to improve overall mobility and accessibility by installing ADA sidewalks and ramps. As a reserve activity, CDBG funding may be used to implement the City of Northglenn's bicycle/pedestrian plan. Due to the size of the Baker School Apartments development and increase in traffic, Adams County Transportation Department is requiring infrastructure street safety improvements to West 64th Avenue and Lowell Boulevard. CDBG funds will be used to cover the costs of the street safety improvements, which otherwise wouldn't be required without the development of Baker School Apartments.
Target Date	6/30/2018
Estimate the number and type of families that will benefit from the proposed activities	City of Northglenn's ADA Sidewalk activity will benefit 17,295 people within the below Census Tracts and Block Groups. Of which, 11,360 persons are considered low/moderate income (65.68% area benefit). The Baker School Apartments infrastructure improvements will benefit the 142 rental housing units to be constructed on the northeast corner of West 64th Avenue and Lowell Boulevard.
Location Description	Various areas within the City of Northglenn, Census Tracts and Block Groups as outlined below. Baker School Apartments infrastructure improvements will take place on the northeast corner of West 64th Avenue and Lowell Boulevard.

	<p>Planned Activities</p>	<p>The City of Northglenn proposes to improve the overall mobility and accessibility of the residential neighborhoods located within any of the following census tracks within the City of Northglenn:</p> <ul style="list-style-type: none"> • Census Track 85.05, Blocks 3 & 6 • Census Track 85.06, Blocks 1-4 • Census Track 85.07, Blocks 1 & 5 • Census Track 85.29, Block 3 • Census Track 85.33, Block 1 • Census Track 93.23, Block 4 • Census Track 93.27, Blocks 3 & 4 <p>This project will consist of the overall enhancement of the neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps where absent. City of Northglenn has been allocated \$202,528, of which, ACCD will retain 5% of the allocation for ADCs. City of Northglenn's activity meets the National Objective of assisting low-moderate income residents and the CDBG matrix code of 03L.</p> <p>Adams County will be allocating HOME funds to Baker School Apartments a new affordable rental housing project located in unincorporated Adams County at the northeast corner of West 64th Avenue and Lowell Boulevard. The complex will provide 142 of affordable rental housing units. Due to the size of the development and increase in traffic, Adams County Transportation Department is requiring street safety infrastructure improvements to West 64th Avenue and Lowell Boulevard. CDBG funds will be used to cover the costs of the required improvements, which otherwise wouldn't be required without the development of Baker School Apartments. Such improvements will provide the necessary safety measure for residents or visitors to enter and exit the property safely. The infrastructure improvements meet the National Objective of assisting low-moderate income residents. The CDBG matrix code is 03k, Street Improvements.</p>
3	<p>Project Name</p>	<p>CDBG: Administration</p>
	<p>Target Area</p>	

	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$236,684
	Description	Adams County will retain the allowable 20% of 2017 CDBG funding for Adams County Community Development staff to administer the program.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Adams County will retain the allowable 20% of 2016 CDBG funding for Adams County Community Development staff to administer the program.
4	Project Name	HOME: Administration
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	HOME: \$75,410
	Description	Adams County will retain 10% of 2017 HOME funding for Adams County Community Development staff for HOME program administration. Further, 10% of applicable Program Income (PI) from prior year(s) activities will also be used for administration.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	

	Location Description	
	Planned Activities	Adams County will retain 10% of 2016 HOME funding for Adams County Community Development staff for HOME program administration. Further, 10% of applicable Program Income (PI) from previous grant year activities will also be used for administration.
5	Project Name	HOME: Adams County
	Target Area	County-Wide
	Goals Supported	Construction of New Rental Housing
	Needs Addressed	Housing Needs Seniors and other Prioritized Populations
	Funding	HOME: \$160,000
	Description	Adams County will be allocating additional HOME funds to Baker School Apartments to construct a new affordable housing development in unincorporated Adams County.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Baker School Apartments will result in 142 new affordable rental housing units consisting of one-, two-, and three-bedroom apartments.
	Location Description	Baker School Apartments will be constructed at the northeast corner of West 64th Avenue and Lowell Boulevard.
	Planned Activities	Adams County will be allocating an additional \$160,000 in HOME funds to Baker School Apartments to construct a new affordable housing development in unincorporated Adams County. Total HOME funds will equal \$650,000, of which \$490,000 has been approved through the First Substantial Amendment to the 2016 AAP. The new affordable housing project will provide 142 affordable rental units serving between 30% to 60% AMI. The project consists of one-, two-, and three-bedroom units.
6	Project Name	HOME: Thornton

	Target Area	City of Thornton
	Goals Supported	Expanding and Preserving Homeownership Preservation of Existing Housing Stock
	Needs Addressed	Housing Needs
	Funding	HOME: \$110,000
	Description	City of Thornton has identified to amend an already approved 2016 AAP approved activity. Thornton's other proposed HOME activity is taken into account under HOME: CHDO.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Habitat for Humanity will benefit an estimated two homebuyers.
	Location Description	City of Thornton
	Planned Activities	City of Thornton allocated \$50,000 in HOME funds to Habitat for Humanity through the 2016 AAP for construction of a new duplex (2 affordable housing units) for two low-to-moderate income homebuyers. Due to unforeseeable project constraints with finding undeveloped land within Thornton, Habitat for Humanity's proposed 2016 activity will be amended to acquiring and rehabilitation of existing housing within the Thornton. Additionally, the City has proposed to reprogram an additional \$110,000 in prior year HOME resources, totaling \$160,000, to this activity. The funding will benefit an estimated two families or individuals.
7	Project Name	HOME: CHDO
	Target Area	County-Wide City of Thornton
	Goals Supported	Preservation of Existing Housing Stock

Needs Addressed	Housing Needs Seniors and other Prioritized Populations Community and Economic Development Needs
Funding	HOME: \$378,177
Description	Community Resources and Housing Development Corporation (CRHDC), a certified Community Housing Development Organization (CHDO), will be allocated HOME funds for an acquisition/rehab rental activity and CHDO operating expenses for the activity.
Target Date	6/30/2018
Estimate the number and type of families that will benefit from the proposed activities	A total of two families will benefit from the acquisition/rehab program.
Location Description	One home within unincorporated Adams County and one home within the City of Thornton.
Planned Activities	CRHDC will be allocated CHDO HOME funds for its acquisition rehab program. The requested HOME funds will be used to acquire properties and renovate or reconstruct the housing for resale to low-to-moderate income, mortgage-ready households for down payment assistance. CRHDC has been allocated 15% of the 2017 HOME allocation, prior year CHDO resources, and City of Thornton's 2017 HOME allocation, totaling \$378,177. Additionally, CRHDC will receive the allowable 5% CHDO operating costs to carry out the above mentioned activity, \$37,705.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Adams County encompasses approximately 1,183.6 square miles. It extends 72 miles west to east, and 18 miles north to south. It is adjacent to Denver and is one of the five counties that make up the Denver metropolitan area. All of Colorado's interstate highways (I-25, I-70, and I-76) and their associated loops (I-225, I-270) converge in Adams County. In addition, US Highways 36, 287, 6 and 85 also trek through the county. E-470 completes the connection from C-470 in the south, through Denver International Airport and finally to I-25.

Adams County, which historically has been agricultural in nature, has undergone a development typical to counties in close proximity to a major metropolitan city. Urbanization has occurred most rapidly in the western part of the county, due to the proximity to the urban core of Denver. The eastern sections, with the exception of the Towns of Bennett and Strasburg, are comprised mainly of farms, rangeland, and wide-open spaces. The Town of Bennett has experienced historic growth throughout the last year and has developed a strategic plan for growth largely due to its proximity to Front Range Airport as well as downtown Denver.

Cities within the geographic county include Arvada, Aurora, Brighton, Commerce City, Federal Heights, Northglenn, Strasburg, Thornton and Westminster and the Town of Bennett. Adams County has a diverse mix of large, suburban communities, smaller towns, and rural farming communities that have an extensive range and mix of housing, commercial enterprises and public services.

Adams County does not plan to target funds to "geographic priority" areas, however, allocations have been made to specific communities throughout Adams County for projects that are local priorities. The following communities receive allocations of CDBG funds based upon their total populations and low income populations, and apply to Adams County to use the funds within their own communities based on local priorities and needs: Town of Bennett, Unincorporated Adams County, and the Cities of Brighton, Federal Heights, and Northglenn.

The communities of Thornton and Westminster receive direct CDBG allocations from HUD, and are part of the Adams County HOME consortia. Consortia members are allocated a set aside of HOME funds for projects within their communities, and Adams County allocates the remaining HOME funds.

Geographic Distribution

Target Area	Percentage of Funds
County-Wide	55
City of Thornton	16
City of Federal Heights	6
City of Northglenn	13
City of Commerce City	0
Town of Bennett	0
City of Brighton	10
City of Westminster	0

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

In January 2016, the IGA with the City of Commerce City to participate in the Urban County was terminated and Commerce City became its own entitlement for 2016. CDBG funding allocations can be made up to the amounts in the agreement, if the local governments have eligible projects each year. Applications for funding are made to Adams County, and reviewed for eligibility within the CDBG and HOME program guidelines. Public improvements are made in jurisdictions mentioned throughout the AAP, and must serve low-to-moderate income census tracts.

Discussion

Not required - NA

Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

Adams County will fund many affordable housing projects, including homeowner rehabilitation, new construction of affordable rental units, and acquisition and rehabilitation for low-to-moderate income homebuyers.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	170
Special-Needs	0
Total	170

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	142
Rehab of Existing Units	29
Acquisition of Existing Units	0
Total	171

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

Production of new Units: Baker School Apartments (142)

Rehab of Existing Units: Minor Home Repair Program (25) and CRHDC and Habitat's acquisition and rehab for homebuyers (4).

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

Adams County Housing Authority (ACHA) has undertaken comprehensive rehabilitation of public housing units owned by ACHA. No additional rehabilitation is needed at this time. The Brighton Housing Authority is in the process of converting its public housing units and replacing them with renovated and new affordable rentals.

Actions planned during the next year to address the needs to public housing

The housing authorities have not determined any needs to address at this time.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

ACHA values the input of its residents. ACHA's Resident Advisory Board, made up of residents who reside at ACHA properties, meets quarterly to discuss ACHA's priorities and property improvements. The ACHA Board of Commissioners is responsible for establishing the policies of the Authority and for oversight of the fiscal and practical implementation of those policies. Members of the Board are appointed by the Adams County Commissioners and serve staggered terms. ACHA's Board includes a seat for an Adams County resident of low-income housing; currently this seat is held by a resident of an ACHA property. Annually, ACHA surveys all residents of its properties to get feedback across a wide array of topics pertaining to resident housing. Additionally, during the planning stage of any future developments, ACHA will solicit input from residents of its existing properties and area residents for design and programming.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable, PHA is not designated as troubled.

Discussion

Not required - NA

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

The County works with local homeless providers to reduce and end homelessness throughout Adams County and the region. The County continues to provide HSAG funding to help these efforts.

Additionally, the County recently finished a homelessness study conducted by the Burnes Center on Poverty and Homelessness in Denver, Colorado. This study provided short, mid and long term recommendation for the County to consider in proactively addressing homelessness. The County's Community Enrichment Committee will be looking at the short term recommendations more closely and evaluating a full time position to lead a number of efforts outlined in the Community Enrichment Plan, including homelessness.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Board of County Commissioners have identified homelessness and reducing poverty as priority needs for the County. The County has laid out homeless assistance, homeless prevention goals and is working on implementing its Community Enrichment Plan developed by Human Services. The County administers a variety of housing and non-housing community development resources which are used to support the efforts of a broad based community network of service providers which provide homeless assistance in the County and the municipalities. Service providers supported by the County provide outreach and case management which assess individual needs and links them with the continuum of services available in the County.

Addressing the emergency shelter and transitional housing needs of homeless persons

There is a shortage of emergency and transitional housing in the County. There is little public support for creation of mass shelters. The County and service providers have resorted to a rapid re-housing approach to find shelter for those with no shelter options. Because of the lack of affordable rental units, service providers often have to refer households needing emergency shelter or transitional housing to housing providers in surrounding jurisdictions. The County is taking a proactive approach to addressing the shortage of affordable units by working with non-profit and private developers to encourage new developments that would add to the affordable housing inventory. The County is working with existing homeless providers to increase the number of beds and transitional housing opportunities available through existing homeless providers. The County will be meeting and coordinating with municipal governments to identify development opportunities in their jurisdictions and will be supportive of new

affordable developments that municipalities bring forth.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Because of the shortage of transitional units in the County, it is often difficult to move homeless persons into permanent housing. If service providers are unable to place a household in permanently affordable housing in Adams County, they work with housing and service providers in surrounding jurisdictions to find suitable housing. Because of the shortage of both emergency and transitional housing, service providers employ a strategy to either place homeless households outside the County or provide the necessary financial assistance to keep them in their current housing. If the household obtains stable housing, the service providers funded by the County will provide the necessary supportive services to assist that family in maintaining stability and moving toward independence. The supportive services continue so that the formerly homeless households have less chance of experiencing another episode of homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The County funds and supports the local network of service providers which provide homeless prevention services to households in danger of homelessness. By using a prevention strategy, service providers are better able to help that household maintain stability in their housing. In order to maintain stability, financial assistance for rent, mortgage, utility and other household necessities is provided. The programs also provide case management and referral services to assist that family in overcoming the challenges that brought them to the brink of homelessness.

Discussion

Not required - NA

One year goals for the number of households to be provided housing through the use of HOPWA for:
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family
Tenant-based rental assistance
Units provided in housing facilities (transitional or permanent) that are being developed, leased, or operated
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds
Total

AP-75 Barriers to affordable housing - 91.420, 91.220(j)

Introduction

With population growth that is outpacing both the region and the State as a whole, it is essential for Adams County to adopt a housing plan that will set a solid foundation and encourage balanced healthy growth in key areas such as the economy and housing in the region. To this end, the County has developed the 2017 Adams County Housing Needs Assessment (HNA): the primary assessment of the community's residents, economic workforce and housing. The HNA includes analyses of demographic characteristics, population forecasts, employment and income data, commute patterns, infrastructure, community assets, and housing market trends and housing affordability. These form the three sections of the HNA: the Community, Workforce and Housing Profiles.

A comprehensive review of past studies, HUD planning reports, and detailed current information and data helped inform the HNA. Additional data were obtained from the US Census Bureau, American Community Survey (ACS), HUD, Home Mortgage Disclosure Act database (HMDA), Colorado State Demography Office, Metro Denver Homeless Initiative (CoC), Esri Tapestry, US Bureau of Labor Statistics, Longitudinal Employer-Household Dynamics (LEHD), Valassis via PolicyMap, Boxwood Means, and RealtyTrac.

After thorough review and analysis, the HNA has identified four overarching findings regarding the housing needs of Adams County. These findings will be used to inform the forthcoming Balanced Housing Plan (BHP).

Finding 1: Housing in Adams County is becoming less affordable.

Finding 2: The affordability gap is increasing for all income levels.

Finding 3: Adams County's housing supply is not meeting demand.

Finding 4: Adams County stands out in the region.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Adams County has identified affordable housing as a high priority and has moved to address this through several planning efforts including the Adams County 2015-2019 Con Plan. Creating more affordable housing is a good start, but it should not be the end goal of the County's approach to housing.

The notion of balance in Adams County’s housing extends beyond the traditional economic model of supply and demand. Administrators must recognize the unique housing needs of the areas of the County that are driving its population growth: the cities and their surrounding areas. Thoughtful housing policies should aim to provide a more varied housing stock (to include smaller, more densely developed units near the cities in addition to the more traditional single-family homes). In order to achieve this, the County must be willing to enact a set of policies that reflects an understanding of these diverse needs – even if those policies are not wholly focused on the provision of affordable housing.

Housing policy is part of a long-term planning process, and a deliberate, sound investment now will bear fruit in the future when the County is able to meet the housing needs of its residents throughout their lives. The Housing Needs Assessment provides a clear opportunity for Adams County to thoughtfully examine its current housing situation and create sound, balanced policy that is responsive to the needs of all its residents. It is incumbent upon the County to truly understand how the demographic shifts underlying the population growth affect housing policy and to develop a strategic plan that will create a balanced and healthy housing market in Adams County today and well into the future.

The second half of BHPNA, BHP, will propose prescriptive measures which will help to address the findings of the HNA. The BHP is proposed to be completed in 2017.

Discussion

Not required - NA

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

Actions planned to address obstacles to meeting underserved needs

Adams County is a large county and is difficult to adequately deliver services to both urban and rural constituencies. The mixture of urban and rural land throughout the county poses both service delivery and service recipient challenges. Many of the core agencies are located in the more urban portions of the county which makes service delivery in the eastern and northern rural portions of the county difficult. The lack of adequate transportation and service providers in the rural areas are a hindrance to meeting the needs of the underserved throughout the county.

One of the major problems associated with meeting the needs of the underserved is the levels of funding. In today's economy, more and more county residents are requesting services, which places strains on the county's capacity to adequately provide appropriate care.

One of the areas of weakness that Adams County continues to face is a fully functional referral system. This can be attributed to the recent funding uncertainties within all federally-funded areas (TANF, Food Stamps, Medicaid, etc.) and the vast geographic parameters of service-delivery agencies. ACCD is working to increase the availability of information for both service-providers and residents. Due to the lack of funding available for information sharing techniques, the process is slower than anticipated. Despite the lack of funds, the county and local service-delivery agencies strive to increase the availability of information online, to minimize the number of unassisted referrals. With additional collaboration with the County's Public Information Office, ACCD hopes to increase its outreach at community meetings hosted by other County departments, public hearings, working with the primary senior center (Senior Hub), non-profits who work directly with citizens, and County Poverty Symposiums with regional non-profits addressing the reduction of poverty.

Actions planned to foster and maintain affordable housing

Adams County has made new construction of affordable rental housing and preservation of existing affordable housing priorities for HOME and CDBG funds. HOME funds are to be used to construct new rental housing and provide assistance to low and moderate income homebuyers. Adams County works with the local housing authorities, nonprofit housing agencies and private developers to expand and preserve the affordable housing stock throughout the county.

Furthermore, the County is in the process of completing the Balanced Housing Plan (BHP) which will provided prescriptive measures to overcome the barriers to affordable housing within the County. The plan is projected to be completed in early fall of 2017.

Actions planned to reduce lead-based paint hazards

The local Housing Authorities, the Minor Home Repair Program, and other Section 8 provider agencies strictly adhere to the Housing Quality Standards (HQS) for public housing and Section 8 tenants, and the Lead Safe Housing Rule. Housing Authorities will not allow Section 8 tenants to rent units with lead hazards that are not mitigated by the landlord. In addition, all units owned and purchased and rehabilitated by the housing authorities are mitigated for lead.

Grantees receiving HOME or CDBG funds to purchase and renovate properties which contain lead-based paint are responsible for paying for and coordinating detection and mitigation of lead hazards within the property.

The Adams County Minor Home Repair program requires lead hazard testing when conducting rehabilitation that could involve lead-based paint, and achieve clearance from certified inspectors when the rehabilitation is required per 24 CFR Part 58. All work is completed in accordance with the Lead Safe Housing Rule.

Actions planned to reduce the number of poverty-level families

ACCD works with the Adams County Workforce and Business Center, the County's Community Enrichment Committee, municipalities, and community agencies to identify the emergent employment needs of the low income population and develop appropriate responses to these needs. The Workforce and Business Center provides routine classes and training to enhance the skills of the emerging labor force. ACCD can also identify qualified and interested business owners, potential business owners and small business owners, as well as those interested in learning a new trade, all of which will foster a comprehensive Section 3 list for future projects. Housing authorities and housing providers are engaged to identify those residents in need of training and/or interested in participating with the Section 3 initiative.

The Adams County Housing Authority provides self-sufficiency services to residents of their housing units and clients of the Section 8 voucher program. The FSS program has a proven track record of helping residents gain the skills necessary to move themselves out of poverty.

Actions planned to develop institutional structure

ACCD is the lead agency in both the CDBG Urban County and the HOME Consortia.

Adams County's Urban County consists of:

- Town of Bennett
- City of Brighton
- City of Federal Heights
- City of Northglenn

Every three years, these jurisdictions are re-invited to renew their Intergovernmental Agreement with the county. Each of them receives a percentage of the county's CDBG allocation based on a formula allocation (total and low-income populations). As the lead agency, ACCD monitors each jurisdiction's projects to ensure they meet national objectives, eligibility, and compliance issues such as environmental review clearances. All projects are assessed through an application process for appropriateness and eligibility.

Adams County leads a HOME Consortia with the cities of Westminster and Thornton. A percentage of the county's annual HOME allocation is reserved to each of these municipalities based on a formula determined and posted annually by HUD. ACCD also provides portions of its HOME allocation to:

- Community Development Housing Organizations (CHDO's) (15% requirement)
- Local Housing Authorities
- Non-profit housing developers
- For-profit developers

Adams County has increased CHDO qualification strategies to align with the 2013 HOME Final Rule amendments and HUD best practices. Adams County is also in the process of seeking and certifying new CHDOs throughout the county for the purposes of expanding the county's capacity to undertake projects. Housing development agencies operating within the county are fairly small and perform minimal development activities.

Actions planned to enhance coordination between public and private housing and social service agencies

Adams County will continue efforts to provide technical assistance to community partners as part of its coordination between public and private housing and social service agencies, as well as encouraging sub-recipients to work together to leverage resources and knowledge. ACCD is working with other County departments to determine the highest and best use of all funding received by the division. ACCD continues to work with other county departments including, but not limited to, Transportation, Human Services, Workforce Business Center, and the County Manager's Office and other partners to strengthen the delivery of services to all areas of the County.

Discussion

Not required - NA

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Adams County is not utilizing other forms of investment outside as outlined in 92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

Adams County housing providers will use the recapture requirements to ensure affordability of the new homeownership units created throughout the county in accordance with the HOME Rule under 92.254. The recapture provisions include a HOME written agreement between Adams County and the HOME Subgrantee as well as a Declaration of Deed Restriction and Covenant to the assisted homebuyer. Through the 2017 AAP, the recapture/resale provisions are relevant to the CRHDC and Habitat for Humanity's acquisition and rehab of existing units for low-to-moderate income homebuyers.

The recapture provisions will ensure the HOME funds invested by Adams County are recouped during the affordability period and remain with the homeownership program established. ACCD is enforcing and administering the resale or recapture per the guidance found in CPD Notice 12-003. Resale and recapture funds will be used by the County to be utilized in future HOME eligible activities that support the priorities and objectives outlined in the Consolidated Plan as well input from the HOME Consortia member and with final approvals from the Board of County Commissioners and HUD.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Adams County housing providers must adhere to the affordability requirements as set forth in 24 CFR Part 92.254 (a) (4) based on the per unit direct HOME subsidy a on a pro-rata basis per the recapture provision. This period of affordability will be set by the applicable period in the HOME rule.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

Adams County does not utilize HOME funds to refinance existing debt of multi-family housing so 24

CFR 92.206 (b) does not apply.

**Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)**

1. Include written standards for providing ESG assistance (may include as attachment)

NA

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

NA

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

NA

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

NA

5. Describe performance standards for evaluating ESG.

NA

Discussion

NA



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 27, 2017
SUBJECT: State Grant Funded Agreement with Community Reach Center
FROM: : Raymond H. Gonzales, Interim County Manager Patti Duncan, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Sheriff's Office
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Addendum Four with Community Reach Center for mental health services at the Adams County Detention Facility

BACKGROUND:

In 2013, the Adams County Sheriff's Office applied for and received a Jail-based Behavioral Services JBBS grant from the State of Colorado Department of Human Services, Office of Behavioral Health, to provide therapeutic interventions to treat alcoholism, illicit drug use disorders as well as mental health illnesses related to these addictions at the Adams County Detention Facility.

The State of Colorado approved the Community Reach Center as the designated provider for the specific treatment services described in the grant. The State of Colorado Department of Human Services, Office of Behavioral Health, recently approved an extension of the grant for one additional year in the not to exceed amount of \$256,011.00 to continue funding these mental health services at the Adams County Detention Facility.

The Sheriff's Office recommends renewing the agreement for one year beginning July 1, 2017 through June 30, 2018 for a not to exceed amount of \$256,011.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Sheriff's Office

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 01
Cost Center: 2071

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5590		260,690
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7680		260,690
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

The total budget for 2071.7680 is \$5,435,357. The Fiscal Impact sections shows only the amounts related to the JBBS grant.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING ADDENDUM FOUR TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND COMMUNITY REACH CENTER FOR THERAPEUTIC
INTERVENTION SERVICES FOR INMATES AT THE ADAMS COUNTY DETENTION
CENTER

WHEREAS, in 2013, Adams County entered into an agreement with Community Reach Center for the provision of therapeutic intervention services for inmates at the Adams County Detention Center, funded by a Jail-based Behavioral Services JBBS Grant from the State of Colorado; and,

WHEREAS, the Sheriff's Office recommends renewing the agreement with Community Reach Center based on ongoing grant funding; and,

WHEREAS, Community Reach Center agrees to provide said therapeutic services in the not to exceed amount of \$256,011.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado that Addendum Four to the agreement between Adams County and Community Reach Center for the provision of therapeutic intervention services for inmates be approved.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 27, 2017	
SUBJECT: Renewal of the Legislative Management Services Software System	
FROM:	Raymond H. Gonzales, Interim County Manager; Patti Duncan, Interim Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Purchasing Manager
AGENCY/DEPARTMENT: County Manager’s Office and the Information Technology Department	
HEARD AT STUDY SESSION ON: N/A	
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO	
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment Three to the agreement with Granicus, Inc., for Legislative Management Services Software System	

BACKGROUND:

In 2014, Granicus, Inc., was awarded a sole source agreement for a legislative management services software system. The County Manager’s Office had a need for a system to create consistency in managing the legislative process at the County. The initial term of the agreement with Granicus, Inc., was for eighteen months.

Original Agreement	Software Services	\$92,916
Amendment One	Additional Software Services	\$6,885
Amendment Two	First Renewal	\$35,400
Amendment Three	Second Renewal	\$35,400
	TOTAL CONTRACT COST	\$170,601

The County Manager’s Office and the Information Technology Department are requesting to renew the agreement with Granicus, Inc., for one additional year. Staff finds the level of standardization achieved by using the legislative software system (Legistar) to be acceptable. It is recommended that Amendment Three for the renewal of the agreement be approved with Granicus, Inc., at the fair and reasonable price of \$35,400.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office
Information Technology Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 0001
Cost Center: 1057

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7825		\$39,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$39,000</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

<u>Additional Note:</u>		<u>Budget</u>	<u>Actual Costs</u>
IT Maintenance Granicus Renewal	1057.7825	\$39,000	<u>\$35,400</u>
		Total Costs	<u>\$35,400</u>

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT THREE TO AN AGREEMENT BETWEEN
ADAMS COUNTY AND GRANICUS, INC., FOR THE RENEWAL OF A
LEGISLATIVE MANAGEMENT SERVICES SOFTWARE SYSTEM

WHEREAS, in 2014, an eighteen month agreement was approved between Adams County and Granicus, Inc., for a legislative management services software system; and,

WHEREAS, in 2014, Amendment One was approved for additional software services for a legislative management services software system for the Information Technology Department; and,

WHEREAS, in 2016, Amendment Two was approved for the renewal of an agreement between Adams County and Granicus, Inc.; and,

WHEREAS, in 2017, Granicus, Inc., has agreed to perform the work in Amendment Three in the not to exceed amount of \$35,400.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Three to renew the Agreement between Adams County and Granicus, Inc., for the legislative management services software system be approved.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 27, 2017
SUBJECT: Motor Vehicle Self Service Kiosks
FROM: Raymond H. Gonzales, Interim County Manager Patti Duncan, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Clerk and Recorder's Office – Motor Vehicle Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves an agreement with Intellectual Technology, Inc., to provide motor vehicle self service kiosks at Adams County Motor Vehicle Department locations.

BACKGROUND:

Pursuant to Colorado Revised Statute § 42-1-231, County Clerk and Recorders are authorized to conduct kiosk pilot programs utilizing a private contractor to provide onsite motor vehicle registration renewal services. The intent of these kiosks is to provide an alternative service delivery option to citizens to reduce the amount of over the counter renewals and decrease customer wait times at Colorado Department of Revenue locations by allowing the renewal of vehicle registrations at county facilities.

On June 16, 2016, Arapahoe County issued a formal Request for Proposal (RFP) seeking a qualified contractor to provide their Motor Vehicle locations with self service kiosks as part of this pilot program authorization. The RFP was closed on July 14, 2016 with one contractor, Intellectual Technology, Inc., providing a response. After a thorough review, it was determined by the evaluation committee at Arapahoe County that Intellectual Technology, Inc., was qualified and subsequently awarded a contract for these services on October 19, 2016.

In 2017, the Adams County Clerk and Recorder's Office also became interested in conducting a similar pilot program at the Westminster Motor Vehicle location and possibly the Brighton location, depending on availability of the kiosks. The Clerk and Recorder is wanting to utilize the RFP award made by Arapahoe County to enter into an agreement with Intellectual Technology, Inc., for this same service. As the RFP solicitation completed by Arapahoe County included an intergovernmental cooperative purchasing clause, Adams County purchasing policy allows for the use of this solicitation as sufficient competition for these services.

Entering into this agreement will generally be of no cost to the County. The program will primarily be funded through individual transaction fees. Customers will be obligated to pay a \$3.00 service fee per transaction regardless of payment type, with an additional 2.15% fee if paying via credit or debit card or \$.50 if paying by check. These fees will be paid directly to the Contractor. Through September of 2018, the County will be responsible for the payment of any “no-fault refund transaction fees” which could occur if a registration renewal is processed twice in error during nightly uploads. The amount of repayment by the County of these fees will be capped at an amount not to exceed \$750.00 per month during that time frame. After September of 2018, the Colorado Department of Revenue will be operating a new motor vehicle database which will prevent any no-fault fees. At the conclusion of the three year agreement, responsibility for implementing these kiosks at any participating county motor vehicle locations throughout the state will fall to the Colorado State Department of Revenue. The Clerk and Recorder believes that providing this service will be highly beneficial to the citizens of Adams County.

It is recommended that the agreement with Intellectual Technology, Inc., to provide motor vehicle self service kiosks be approved.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Clerk and Recorder’s Office – Motor Vehicle Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 1
Cost Center: 1023

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7685		\$9,000.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u> \$9,000.00</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 WITH INTELLECTUAL TECHNOLOGY,
INC., FOR SELF SERVICE KIOSKS FOR THE MOTOR VEHICLE DEPARTMENT

WHEREAS, pursuant to Colorado Revised Statute § 42-1-231, the Adams County Clerk and Recorder is authorized to conduct a kiosk pilot program using a private provider to provide motor vehicle registration services; and,

WHEREAS, in 2016 Arapahoe County, Colorado conducted a formal Request for Proposal seeking a qualified contractor to provide motor vehicle self service kiosks, which included terms for intergovernmental cooperative purchasing; and,

WHEREAS, Intellectual Technology, Inc., was awarded the contract with Arapahoe County and has successfully created and implemented the only motor vehicle self service kiosks for use in the State of Colorado; and,

WHEREAS, Adams County purchasing policies authorize the County to utilize Arapahoe County's solicitation as sufficient competition for the award of an agreement to Intellectual Technology, Inc., for similar services; and,

WHEREAS, the Adams County Clerk and Recorder intends to use the motor vehicle self service kiosks to offer an alternative service delivery option to the citizens of the County so as to reduce the amount of over the counter renewals and decrease customer wait times; and,

WHEREAS, the motor vehicle self service kiosks will be funded through individual transaction fees and will generally be of no cost to the County; and,

WHEREAS, through September 2018, the County will be responsible for payment of no-fault refund transaction fees should they occur in an amount not to exceed \$750 per month.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement with Intellectual Technology, Inc., for motor vehicle self service kiosks be approved.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 27, 2017
SUBJECT: Traffic Signal Maintenance and Emergency Repairs
FROM: Raymond H. Gonzales, Interim County Manager Patti Duncan, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Public Works Department, Operations Division
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves an agreement with W.L. Contractors, Inc., to provide traffic signal maintenance and emergency repair services.

BACKGROUND:

The Public Works Department, Operations Division is responsible for operating thirty-nine (39) intersection traffic signals, eleven (11) mid block traffic signals and two (2) emergency/fire signals. Operating traffic signals requires frequent inspections, on-going maintenance and repairs, and after hour emergency repairs. In addition, operating traffic signals requires specialized service, equipment, qualified skilled labor trades such as electricians, and International Municipal Sign Association (IMSA) certified inspections and repairs. Because of these requirements, it is cost effective while best managing risk/liability to outsource these services.

The Public Works Department, Operations Division requested the services of a qualified contractor to provide quality traffic signal maintenance and emergency repair services.

The Request for Proposal was solicited through the Rocky Mountain Bid System and proposals were opened on May 18, 2017. One proposal was submitted from W.L. Contractors, Inc., Arvada, Colorado. After evaluation of the proposal and reviewing the cost, the Public Works Department, Operations Division confirmed that W.L. Contractors, Inc., is technically responsive and responsible, and their cost is in the best interest of the County.

Staff recommends awarding an initial one (1) year agreement with two (2) additional one-year renewal options to W.L. Contractors, Inc., at the fair and reasonable amount of \$125,000.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works Department, Operations Division

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 13
Cost Center: 3055

	Object Account	Subledger	Amount
Current Budgeted Revenue:			\$0.00
Additional Revenue not included in Current Budget:			\$0.00
Total Revenues:			<u>\$0.00</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7821		\$150,000.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$150,000.00</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

The 2017 budget for 3055.7821 is \$150,000 with \$17,097 currently expended and \$69,439 encumbered, leaving a remaining budget of \$63,464. This object account will be over budget however Public Works prefers to book this expense against the correct object account with the understanding it will be covered by 3055.7820 at year-end.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AGREEMENT BETWEEN ADAMS COUNTY AND W.L.
CONTRACTORS, INC., TO PROVIDE TRAFFIC SIGNAL MAINTENANCE AND EMERGENCY
REPAIR SERVICES

WHEREAS, W.L. Contractors, Inc., submitted a proposal on May 18, 2017 to provide traffic signal maintenance and emergency repair services; and,

WHEREAS, W.L. Contractors, Inc., is a technically responsive and responsible offeror, and staff has determined its cost to be fair and reasonable; and,

WHEREAS, W.L. Contractors, Inc., has agreed to provide traffic signal maintenance and emergency repair services in the amount of \$125,000.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Agreement between Adams County and W.L. Contractors, Inc., for traffic signal maintenance and emergency repair services be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Agreement with W.L. Contractors, Inc., after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 27, 2017
SUBJECT: Consultant and Engineering Services for Front Range Airport Taxiway A7 Rehabilitation
FROM: Raymond H. Gonzales, Interim County Manager Patti Duncan, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Front Range Airport
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a task order with Jviation, Inc., to provide Consultant and Engineering Services for Front Range Airport Taxiway A7 Rehabilitation.

BACKGROUND:

The Front Range Airport (FRA) has various necessary projects which need to be accomplished in accordance with current regulations, rules, policies, grant assurances and Advisory Circulars (ACs) required by the Federal Aviation Administration (FAA) for federal/airside and non-federal landside projects.

A competitive Request for Qualification (RFQ) was issued for Consultant and Engineering Services on February 23, 2016 and approved on October 25, 2016 by the Board of County Commissioners to award an agreement to Jviation, Inc. Each specific project will be issued as a task order and approved by the County in accordance to the awarded agreement. The total value of the agreement will be based upon the actual number of task orders issued.

FRA is seeking approval of Task Order One for Consultant and Engineering Services for the Taxiway A7 Rehabilitation project. A scope of work was prepared by Jviation, Inc., and an independent fee estimate completed and approved by the Federal Aviation Administration (FAA).

Front Range Airport received a FAA Grant to assist with the project for the Taxiway A7 Rehabilitation. The grant awarded will be funded at ninety (90%) percent by Federal, five (5%) percent by the State, with Adams County responsible for the remaining five (5%) percent.

Task Order One will be in the amount of one hundred nineteen thousand, three hundred, seventy-one dollars even (\$119,371.00).

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Front Range Airport

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: 43
Cost Center: 4304

	Object Account	Subledger	Amount
Current Budgeted Revenue FAA Grant:	5255		\$300,000.00
Current Budgeted Revenue CDOT Grant:	5590		\$10,104.00
Additional Revenue not included in Current Budget:	5255		\$150,000.00
Additional Revenue not included in Current Budget:	5590		\$14,896.00
Total Revenues:			<u>\$475,000.00</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9136	43041703	\$333,333.00
Add'l Capital Expenditure not included in Current Budget:			\$166,667.00
Total Expenditures:			<u>\$500,000.00</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Based on the requirements of the project the FAA proposed that the project be increased from \$333,333 as was budgeted, to \$500,000. This change involved committing an additional year of Airport Entitlement funds (\$150,000) bringing the total FAA grant to \$450,000 which is three years of Entitlement. This change brings the total local funding to \$50,000 or 10% of the total project which is then split between CDOT Aeronautics and the Airport, each paying half. This is a net change of \$8,334 from the Airport's original cost and can be absorbed within the current budget. Aviation's Fee is \$119,371 of the total project cost. The Independent Fee Evaluation came in 23.74% higher than Aviation.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING TASK ORDER ONE BETWEEN ADAMS COUNTY
AND JVIATION, INC., FOR CONSULTANT AND ENGINEERING SERVICES
FOR THE FRONT RANGE AIRPORT TAXIWAY A7 REHABILITATION

WHEREAS, Jviation, Inc., is currently providing Consultant and Engineering Services under a task order agreement with the County; and,

WHEREAS, Jviation, Inc., submitted a proposal for Consultant and Engineering Services for the Taxiway A7 Rehabilitation that is being funded at ninety (90%) percent by Federal, five (5%) percent by the State, with Adams County responsible for the remaining five (5%) percent; and,

WHEREAS, Jviation, Inc., agrees to provide the services for a total amount of \$119,371.00 for the first task order project; and,

WHEREAS, the County believes the fees are reasonable for Task Order One with Jviation, Inc., to provide Consultant and Engineering Services for the Front Range Airport Taxiway A7 Rehabilitation project.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Task Order One between Adams County and Jviation, Inc., be approved for the Front Range Airport Taxiway A7 Rehabilitation project.

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