



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
July 11, 2017
9:30 AM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

4. AWARDS AND PRESENTATIONS

- A.** Employees of the Seasons Presentation

5. PUBLIC COMMENT

A. Citizen Communication

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

B. Elected Officials' Communication

6. CONSENT CALENDAR

- A.** List of Expenditures Under the Dates of June 15-23, 2017
- B.** Minutes of the Commissioners' Proceedings from June 27, 2017
- C.** Resolution for Final Acceptance of Public Improvements Constructed at the Bartley Subdivision, Phase III, Case No. PLT2005-00048
- D.** Resolution Approving and Agreement between Adams County and Adams County Education Consortium for Professional Services

- E.** Resolution Appointing Raymond Gonzales to the Front Range Airport Advisory Board
- F.** Resolution Appointing Brent Voge to the Adams County Retirement Board
- G.** Resolution Appointing William Dowling as a Member to the Workforce Development Board
- H.** Resolution Appointing Andy Shaw as a Member to the Workforce Development Board
- I.** Resolution Accepting a Warranty Deed from Larry B Quintana and Connie D Quintana to Adams County Conveying Property for Right-of-Way Purposes
- J.** Resolution Accepting Warranty Deeds from Larry J. Cremeans and Kristy S. Cremeans to Adams County Conveying Property for Right-of-Way Purposes
- K.** Resolution Accepting a Warranty Deed from Lee D. De Jongh and Cindy L. De Jongh to Adams County Conveying Property for Right-of-Way Purposes
- L.** Resolution Accepting Warranty Deeds Conveying Property to Adams County for the Washington Street Improvements Project – Phase III
- M.** Amended Resolution Approving the Adams County 2017 Annual Action Plan
- N.** Resolution Approving Subdivision Improvements Agreement for Shook Subdivision

7. NEW BUSINESS

A. COUNTY MANAGER

- 1.** Resolution Accepting a Proposal and Awarding an Agreement to Maple Star Colorado to Provide Diligent Search Services
- 2.** Resolution Awarding a Purchase Order to Honnen Equipment for a 2017 John Deere 410L Backhoe Trailer
- 3.** Resolution Approving Amendment One to the Agreement between Adams County and Universal Field Services, Inc., for the York Street Right-Of-Way Acquisition Services
- 4.** Resolution Approving Amendment One to the Agreement between Adams County and Icon Engineering for the Dahlia Street Roadway and Drainage Improvements
- 5.** Resolution Approving Amendment One to the Agreement between Adams County and Drexel Barrell & Co. for Engineering and Land Survey Services East 58th Avenue Improvements
- 6.** Resolution Approving Amendment One to the Agreement between Adams County and Hays Companies for Employee Benefits Brokerage Services
- 7.** Resolution Accepting a Proposal and Awarding an Agreement to Geo Reentry Services to Provide Substance Abuse Monitoring
- 8.** Resolution Accepting a Proposal and Awarding an Agreement to Intervention to Provide Substance Abuse Monitoring

9. Resolution Accepting a Proposal and Awarding an Agreement to Seniors' Resource Center for Community Transit Program/A-Lift Service
10. Resolution Rejecting Vendor Protest for Video Inspection and Maintenance of Storm Water Infrastructure

B. COUNTY ATTORNEY

8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Instructing Negotiators Regarding Proposed RTA

9. LAND USE HEARINGS

A. Cases to be Heard

1. RCU2017-00008 Boardwalk Phase II - Powhatan

10. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

County of Adams
Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	1,412,954.30
4	Capital Facilities Fund	297,455.04
5	Golf Course Enterprise Fund	15,426.82
6	Equipment Service Fund	1,463,149.46
13	Road & Bridge Fund	876,985.69
19	Insurance Fund	137,741.31
24	Conservation Trust Fund	5,900.00
25	Waste Management Fund	3,875.76
27	Open Space Projects Fund	92,427.60
28	Open Space Sales Tax Fund	29,213.36
30	Community Dev Block Grant Fund	13,193.36
31	Head Start Fund	11,332.08
34	Comm Services Blk Grant Fund	44,083.20
35	Workforce & Business Center	20,874.68
43	Front Range Airport	6,717.99
44	Water and Wastewater Fund	262.00
50	FLATROCK Facility Fund	1,332.47
		<u>4,432,925.12</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>
00710000	37575	ADAMS / BROOMFIELD BAR ASSN	06/15/17	1,630.00
00710001	13040	ADCO DISTRICT ATTORNEY	06/15/17	209.28
00710002	433987	ADCO DISTRICT ATTORNEY'S OFFIC	06/15/17	191.42
00710003	33944	B C INTERIORS	06/15/17	339.93
00710004	612042	BOZEMAN RACHEL	06/15/17	436.50
00710005	610814	CONTRERAS ROSALES MAYNOR	06/15/17	46.00
00710006	45885	DENVER MEDIA DESIGNS	06/15/17	34.99
00710007	233787	DIETRICH THOMAS	06/15/17	746.10
00710008	248103	DS WATERS OF AMERICA INC	06/15/17	25.59
00710009	414580	FRANK TRICIA	06/15/17	63.75
00710010	40843	LANGUAGE LINE SERVICES	06/15/17	650.26
00710011	42876	LEXISNEXIS RISK SOLUTIONS	06/15/17	97.85
00710012	13988	LIFE LOC INC	06/15/17	312.00
00710013	595558	MCGREGOR CASSIE A	06/15/17	37.45
00710014	99101	MESA COUNTY SHERIFF'S OFFICE	06/15/17	21.60
00710015	13912	MORGAN COUNTY SHERIFF	06/15/17	7.50
00710016	44148	PRO FORCE LAW ENFORCEMENT	06/15/17	1,361.37
00710017	610808	RODGERS LYNN VERONICA	06/15/17	2.00
00710018	53265	SAMS CLUB	06/15/17	772.24
00710019	13538	SHRED IT USA LLC	06/15/17	78.75
00710020	469741	TRI TECH SOFTWARE SYSTEMS	06/15/17	2,238.92
00710021	567301	VINCENT ROMEO & RODRIQUEZ LLC	06/15/17	190.00
00710022	91631	ADAMSON POLICE PRODUCTS	06/15/17	4,125.00
00710023	517827	ANDERSEN MADISON	06/15/17	163.02
00710024	426680	ARISING HOPE INTERNATIONAL	06/15/17	250.00
00710025	40942	BI- BEHAVIORAL INTERVENTIONS	06/15/17	1,430.47
00710026	9902	CHEMATOX LABORATORY INC	06/15/17	230.00
00710027	514477	COBURN CHRISTI	06/15/17	163.02
00710028	13049	COMMUNITY REACH CENTER	06/15/17	17,184.33
00710029	13049	COMMUNITY REACH CENTER	06/15/17	40,993.00
00710031	45885	DENVER MEDIA DESIGNS	06/15/17	3,250.00
00710032	169560	FISHER JULIE	06/15/17	163.02
00710033	238019	GAULTNEY JAMI	06/15/17	163.02
00710036	288561	GONZALEZ LUCIA	06/15/17	163.02
00710037	32276	INSIGHT PUBLIC SECTOR	06/15/17	5,507.60
00710039	426646	LIETZAN MARY	06/15/17	163.02

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>
00710040	547834	LOPEZ MARCUS	06/15/17	393.00
00710041	381791	MARTIN STAN	06/15/17	163.02
00710044	51274	MCDONALD YONG HUI V	06/15/17	5,109.75
00710045	93018	MURPHY RICK	06/15/17	4,594.52
00710046	32509	NCS PEARSON INC	06/15/17	700.00
00710047	4551	NEVE'S UNIFORMS INC	06/15/17	719.40
00710049	12691	PEARL COUNSELING ASSOCIATES	06/15/17	9,342.23
00710051	48924	PRO TECH COMPUTER SYSTEMS INC	06/15/17	2,821.00
00710052	163837	PTS OF AMERICA LLC	06/15/17	1,216.00
00710054	5637	ROCKY MTN MICROFILM & IMAGING	06/15/17	980.00
00710055	339372	ROSS SHIRLEY M	06/15/17	495.00
00710057	7406	SIERRA DETENTION SYSTEMS	06/15/17	18,214.52
00710059	98721	TOTAYS TAMSIN	06/15/17	163.02
00710060	3550	WESTERN PAPER DISTRIBUTORS	06/15/17	3,500.00
00710061	3550	WESTERN PAPER DISTRIBUTORS	06/15/17	7,000.00
00710064	13028	ADAMS COUNTY ASSESSOR	06/19/17	99.49
00710065	13040	ADCO DISTRICT ATTORNEY	06/19/17	192.96
00710066	433987	ADCO DISTRICT ATTORNEY'S OFFIC	06/19/17	474.58
00710067	162141	ANDERSON AMY	06/19/17	2,000.00
00710068	612221	BARTLETT & WEST INC	06/19/17	75.00
00710069	611997	BEHR CHARLOTTE	06/19/17	75.00
00710070	289574	BONASERA BETHANY	06/19/17	183.51
00710071	612003	CAMPO JESUS	06/19/17	75.00
00710072	525563	CATAPULT SYSTEMS LLC	06/19/17	825.00
00710073	152261	DATASPEC LLC	06/19/17	225.00
00710074	612000	DESJARDINS MIKE	06/19/17	75.00
00710075	612002	DIAZ MAYRA	06/19/17	75.00
00710076	612201	DODGE STEVE	06/19/17	27.00
00710077	611996	FAULKNER SARAH	06/19/17	400.00
00710078	425986	FORRISTALL ANNA	06/19/17	102.00
00710081	506267	HARTMANN SHAWN	06/19/17	21.45
00710083	611999	LEE MARIA	06/19/17	75.00
00710085	612205	MCKINNEY SARAH	06/19/17	150.00
00710086	410402	MELONAKIS PATRICIA	06/19/17	146.11
00710087	7722	MTN STATES EMPLOYERS	06/19/17	130.00
00710088	230263	OSTERMAN CHARLES F	06/19/17	667.96

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1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00710089	357997	PAULEY, DONNA	06/19/17	75.00
00710091	205828	ROCKY MTN LODGING REPORT	06/19/17	175.00
00710092	612001	ROMERO SANDRA	06/19/17	75.00
00710093	611076	RUSH SANCHEZ VANEZIA	06/19/17	392.12
00710094	26297	SENIORS RESOURCE CENTER INC	06/19/17	41,751.84
00710095	433983	SHEETZ ROBERT J	06/19/17	99.51
00710097	137851	TIERNEY JENNIFER	06/19/17	167.99
00710098	611998	VALLES SELENE	06/19/17	400.00
00710099	612006	VILLALOBOS CLAUDIA	06/19/17	75.00
00710105	37424	BC SERVICES INC	06/19/17	19.00
00710111	48089	COMCAST BUSINESS	06/19/17	1,700.00
00710112	189616	CREDIT SERVICE COMPANY, INC	06/19/17	19.00
00710113	599283	EZ MESSENGER	06/19/17	19.00
00710116	426777	FRANCY LAW FIRM	06/19/17	19.00
00710122	358482	HOLST AND BOETTCHER	06/19/17	38.00
00710123	515215	JJL PROCESS CORP	06/19/17	19.00
00710124	166679	LEACHMAN, MARK A	06/19/17	19.00
00710127	381372	MACHOL & JOHANNES, LLC	06/19/17	76.00
00710128	374475	MOORE LAW GROUP APC	06/19/17	19.00
00710130	570347	NELSON AND KENNARD	06/19/17	19.00
00710139	243343	STENGER AND STENGER	06/19/17	19.00
00710140	218715	TSCHETTER HAMRICK SULZER	06/19/17	2,706.00
00710142	42507	AIRBOUND	06/19/17	21,275.00
00710143	888042	AVID4 ADVENTURE INC	06/19/17	7,160.00
00710147	40398	CINTAS CORPORATION #66	06/19/17	134.43
00710149	241207	CLIFTONLARSONALLEN LLP	06/19/17	12,000.00
00710150	5050	COLO DIST ATTORNEY COUNCIL	06/19/17	3,022.80
00710152	255001	COPYCO QUALITY PRINTING INC	06/19/17	250.00
00710156	608721	FUSION TALENT GROUP	06/19/17	15,000.00
00710157	48462	G-DERBY PROMOTIONS	06/19/17	32,500.00
00710158	87117	GRANICUS INC	06/19/17	4,650.00
00710160	554781	JUSTICE MANAGEMENT INSTITUTE	06/19/17	49,791.00
00710161	170624	KODIAK RANCH LLC	06/19/17	5,300.00
00710164	13591	MWI VETERINARY SUPPLY CO	06/19/17	3,399.45
00710166	193800	NATL SLED PULLERS ASSN LLC	06/19/17	14,500.00
00710167	20458	NORTHSIDE EMERGENCY PET CLINIC	06/19/17	135.00

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1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00710170	42818	STATE OF COLORADO	06/19/17	7,595.26
00710171	42818	STATE OF COLORADO	06/19/17	12,133.75
00710172	381435	TALBERT GREG	06/19/17	34,395.00
00710173	593782	TISCHLERBISE INC	06/19/17	13,799.00
00710174	35211	TRI STATE FIREWORKS INC	06/19/17	45,000.00
00710175	72554	AAA PEST PROS	06/19/17	1,980.00
00710177	358150	BARTON SOLVENTS INC	06/19/17	3,411.72
00710178	3020	BENNETT TOWN OF	06/19/17	1,500.00
00710179	8973	C & R ELECTRICAL CONTRACTORS I	06/19/17	2,400.00
00710180	37436	CARLSON KURT A	06/19/17	253.06
00710182	80146	COLO DEPT OF PUBLIC HEALTH & E	06/19/17	423.40
00710183	105110	CULLIGAN	06/19/17	267.55
00710184	278407	DEEP ROCK WATER	06/19/17	160.96
00710185	564091	DENTONS US LLP	06/19/17	402.06
00710186	13409	EASTERN DISPOSE ALL	06/19/17	163.50
00710187	518029	FEDERAL HEATING INC	06/19/17	99.61
00710188	612200	FIRST CLASS DISTRIBUTION LLC	06/19/17	597.00
00710189	612982	ICS LTD./IAFS	06/19/17	240.00
00710190	41022	LEWIS HIMES ASSOCIATES INC	06/19/17	2,490.00
00710191	13719	MORGAN COUNTY REA	06/19/17	104.89
00710197	176327	PITNEY BOWES	06/19/17	4,084.77
00710198	591828	SOLARZ CINDY L	06/19/17	155.95
00710199	293662	SUMMIT LABORATORIES INC	06/19/17	480.00
00710200	498722	THERMAL & MOISTURE PROTECTION	06/19/17	550.00
00710204	20730	UNITED STATES POSTAL SERVICE	06/19/17	131.75
00710205	20730	UNITED STATES POSTAL SERVICE	06/19/17	1,240.00
00710206	35877	WEATHERSURE	06/19/17	3,132.00
00710207	547890	WEIR SUCORA	06/19/17	172.27
00710208	13822	XCEL ENERGY	06/19/17	20.24
00710209	13822	XCEL ENERGY	06/19/17	1,033.84
00710210	491318	AMERICAN EAGLE DISTRIBUTING	06/19/17	255.00
00710213	490725	BREAK THRU BEVERAGE	06/19/17	541.06
00710214	128693	DREXEL BARRELL & CO	06/19/17	1,952.00
00710216	473351	GOLDMAN ROBBINS NICHOLSON & MA	06/19/17	2,430.00
00710219	486419	HIGH COUNTRY BEVERAGE	06/19/17	242.60
00710221	51500	MERRICK & COMPANY	06/19/17	13,181.50

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00710222	496938	OUTDOOR PROMOTIONS OF COLORADO	06/19/17	3,360.00
00710224	574170	SCHULTZ PUBLIC AFFAIRS LLC	06/19/17	1,800.00
00710225	43587	SOUTHERN WINE & SPIRITS LLC	06/19/17	2,568.20
00710228	348770	ADMIT ONE PRODUCTS	06/19/17	790.00
00710229	383698	ALLIED UNIVERSAL SECURITY SERV	06/19/17	1,451.52
00710230	610990	ARIAS JUAN	06/19/17	500.00
00710232	610534	BURLESON BRADY	06/19/17	37.19
00710234	40398	CINTAS CORPORATION #66	06/19/17	134.43
00710237	278407	DEEP ROCK WATER	06/19/17	24.99
00710238	42540	DELL MARKETING LP	06/19/17	39,943.07
00710239	613071	DIAZ KARLA	06/19/17	115.00
00710240	128693	DREXEL BARRELL & CO	06/19/17	581.25
00710243	71270	FORD JD	06/19/17	500.00
00710244	289637	GENERAL NETWORKS	06/19/17	6,321.90
00710246	294059	GROUND SERVICE COMPANY	06/19/17	4,262.50
00710247	79260	IDEXX DISTRIBUTION INC	06/19/17	258.31
00710248	29358	JORDAN CIRCUS	06/19/17	1,000.00
00710249	485045	KORBY LANDSCAPE LLC	06/19/17	7,336.00
00710250	11496	L L JOHNSON DIST	06/19/17	100.00
00710253	597186	MICHELSON FOUND ANIMALS FOUNDA	06/19/17	1,316.28
00710254	13591	MWI VETERINARY SUPPLY CO	06/19/17	750.45
00710256	91870	PFX PET SUPPLY	06/19/17	362.00
00710257	82559	PICTOMETRY INTL CORP	06/19/17	241,323.75
00710258	551913	PLANTE & MORAN PLLC	06/19/17	10,000.00
00710260	308437	RANDSTAD US LP	06/19/17	374.64
00710263	49221	SELETRON TECHNOLOGIES INC	06/19/17	30,950.00
00710265	41127	THYSSENKRUPP ELEVATOR CORP	06/19/17	6,514.24
00710267	13822	XCEL ENERGY	06/19/17	141.08
00710268	473336	ZAYO GROUP HOLDINGS INC	06/19/17	3,950.00
00710270	535598	JACHIMIAK PETERSON LLC	06/20/17	31,244.43
00710271	42507	AIRBOUND	06/21/17	4,750.00
00710272	42507	AIRBOUND	06/21/17	16,525.00
00710273	381435	GREG TALBERT	06/21/17	34,395.00
00710274	35211	TRI STATE FIREWORKS INC	06/21/17	5,000.00
00710275	35211	TRI STATE FIREWORKS INC	06/21/17	40,000.00
00710276	4936	ADAMS COUNTY ECONOMIC DEVELOP	06/22/17	40.00

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>
00710277	383698	ALLIED UNIVERSAL SECURITY SERV	06/22/17	2,222.56
00710279	289574	BONASERA BETHANY	06/22/17	182.70
00710280	13160	BRIGHTON CITY OF (WATER)	06/22/17	4,612.00
00710281	13160	BRIGHTON CITY OF (WATER)	06/22/17	1,313.96
00710282	16564	CENTURY LINK	06/22/17	2,233.27
00710283	29706	COLO ASSESSORS ASSN	06/22/17	800.00
00710284	613346	DELEON RYAN	06/22/17	63.48
00710285	430532	EASTERN ADAMS COUNTY METROPOLI	06/22/17	787.30
00710286	169560	FISHER JULIE	06/22/17	935.72
00710288	13565	INTERMOUNTAIN REA	06/22/17	1,506.35
00710289	13932	SOUTH ADAMS WATER & SANITATION	06/22/17	280.45
00710290	13932	SOUTH ADAMS WATER & SANITATION	06/22/17	1,160.42
00710291	13932	SOUTH ADAMS WATER & SANITATION	06/22/17	754.36
00710292	13932	SOUTH ADAMS WATER & SANITATION	06/22/17	685.51
00710293	13932	SOUTH ADAMS WATER & SANITATION	06/22/17	44.30
00710294	13932	SOUTH ADAMS WATER & SANITATION	06/22/17	23.20
00710295	13932	SOUTH ADAMS WATER & SANITATION	06/22/17	44.30
00710296	13932	SOUTH ADAMS WATER & SANITATION	06/22/17	1,113.12
00710297	1007	UNITED POWER (UNION REA)	06/22/17	2,251.48
00710298	1007	UNITED POWER (UNION REA)	06/22/17	171.28
00710299	1007	UNITED POWER (UNION REA)	06/22/17	4,171.97
00710300	13822	XCEL ENERGY	06/22/17	1,107.06
00710301	13822	XCEL ENERGY	06/22/17	1,598.60
00710302	13822	XCEL ENERGY	06/22/17	504.47
00710304	433987	ADCO DISTRICT ATTORNEY'S OFFIC	06/23/17	275.04
00710305	445583	ALVAREZ MEGAN	06/23/17	68.00
00710306	65970	BUCHANAN SANDY	06/23/17	178.00
00710308	615512	CRONAN MARISSA	06/23/17	78.30
00710309	308324	DELGADO NICOLE	06/23/17	52.97
00710312	298306	HUPFER DETOR LEVON	06/23/17	178.00
00710313	39673	MARCHUS SHELA	06/23/17	27.00
00710317	278011	STUEVE SARA	06/23/17	30.00
00710318	20730	UNITED STATES POSTAL SERVICE	06/23/17	1,240.00
00710322	592143	BISHOPP JESSICA	06/23/17	75.27
00710325	40398	CINTAS CORPORATION #66	06/23/17	139.25
00710326	63476	COLO CARPET CENTER INC	06/23/17	101,858.57

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>
00710327	13267	COLO DEPT OF PUBLIC HEALTH & E	06/23/17	40.00
00710328	40977	DANIELS LONG CHEVROLET	06/23/17	29,288.00
00710329	518029	FEDERAL HEATING INC	06/23/17	158.14
00710333	33681	HYDRO PHYSICS	06/23/17	795.00
00710334	616343	IVERSON ELLIE	06/23/17	57.97
00710336	93320	MILE HIGH TREE CARE INC	06/23/17	2,000.00
00710337	13591	MWI VETERINARY SUPPLY CO	06/23/17	4,720.10
00710338	133896	PENNQUICK SPECIALTIES	06/23/17	205.00
00710340	308437	RANDSTAD US LP	06/23/17	749.29
00710341	88393	RECRUITING.COM	06/23/17	760.00
00710344	14246	RIVERDALE GOLF COURSE	06/23/17	2,862.00
00710347	10449	SIR SPEEDY	06/23/17	276.00
00710348	417281	SOCRATA INC	06/23/17	60,480.00
00710349	281167	SPECTRA CONTRACT FLOORING SERV	06/23/17	1,700.00
00710350	414086	SQUEEGEE SQUAD	06/23/17	1,785.00
00710351	426037	SWIRE COCA-COLA USA	06/23/17	46.08
00710352	66264	SYSTEMS GROUP	06/23/17	1,135.00
00710354	153459	ULTIMUS	06/23/17	8,929.00
00710355	562214	VOGEL MARLA	06/23/17	20.65
00710360	40460	AMERICAN MESSAGING	06/23/17	3.12
00710361	228213	ARAMARK REFRESHMENT SERVICES	06/23/17	355.55
00710362	320525	ARIAS REBECCA M	06/23/17	3,200.00
00710363	609875	BOLD BROTHERS ROOFING	06/23/17	178.40
00710365	611573	CARDILLO KATHRYN	06/23/17	1,000.00
00710366	99357	COLO MEDICAL WASTE INC	06/23/17	1,547.00
00710367	40658	CROWN EQUIPMENT CORP	06/23/17	870.64
00710369	47723	FEDEX	06/23/17	216.14
00710370	197938	FIRST CALL OF COLO	06/23/17	13,530.00
00710371	378405	FRANK MEREDITH ANN	06/23/17	3,025.00
00710374	373974	HOLMES DAWN B	06/23/17	5,125.00
00710375	33278	HURDELBRINK JULIA	06/23/17	183.51
00710376	13540	HURON ANIMAL HOSPITAL	06/23/17	188.00
00710380	124449	NMS LABS	06/23/17	9,211.00
00710381	20458	NORTHSIDE EMERGENCY PET CLINIC	06/23/17	50.00
00710382	100332	PERKINELMER GENETICS	06/23/17	150.00
00710384	430098	REPUBLIC SERVICES #535	06/23/17	2,131.00

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>
00710385	611572	SARVESTANI HAJI NASSER	06/23/17	29.00
00710386	93290	STOEFFLER REBECCA E	06/23/17	1,512.00
00710387	278403	SUMMIT VIEW SOLUTIONS LLC	06/23/17	434.00
00710389	117701	UNIPATH	06/23/17	1,096.00
00710390	603086	UNIVERSITY PHYSICIANS SPECIALT	06/23/17	500.00
00710395	612089	COMMERCIAL CLEANING SYSTEMS	06/23/17	95,185.72
00710400	8721	HILL & ROBBINS	06/23/17	1,748.08
00710403	592947	LUCAS JOHN	06/23/17	5,000.00
			Fund Total	1,412,954.30

Net Warrants by Fund Detail

4 Capital Facilities Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00710331	12812	GROUND ENGINEERING CONSULTANTS	06/23/17	3,346.00
00710398	33577	FCI CONSTRUCTORS INC	06/23/17	285,174.04
00710399	12812	GROUND ENGINEERING CONSULTANTS	06/23/17	335.00
00710409	527100	TREANOR ARCHITECTS PA	06/23/17	8,600.00
Fund Total				297,455.04

Net Warrants by Fund Detail

5Golf Course Enterprise Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00710357	1087	ACUITY SPECIALTY PRODUCTS INC	06/23/17	127.32
00710358	302764	AGFINITY INC	06/23/17	4,341.98
00710359	12012	ALSCO AMERICAN INDUSTRIAL	06/23/17	44.36
00710364	13206	C P S DISTRIBUTORS INC	06/23/17	40.00
00710368	13404	E & G TERMINAL INC	06/23/17	432.59
00710372	160270	GOLF & SPORT SOLUTIONS	06/23/17	477.39
00710373	2299	GOLF ENVIRO SYSTEMS INC	06/23/17	785.20
00710377	2202	INTERSTATE BATTERY OF ROCKIES	06/23/17	289.21
00710378	11496	L L JOHNSON DIST	06/23/17	867.22
00710379	4748	LITTLE VALLEY NURSERIES INC	06/23/17	38.95
00710383	4992	PROFESSIONAL TREE & TURF EQUIP	06/23/17	787.60
00710388	47140	TORO NSN	06/23/17	229.00
00710391	185265	WINFIELD SOLUTIONS LLC	06/23/17	6,966.00
Fund Total				15,426.82

Net Warrants by Fund Detail

6 Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00710080	14026	GUTIERREZ MIGUEL A	06/19/17	411.11
00710096	44972	SPURRIER MICHAEL	06/19/17	663.70
00710103	39772	WOLF DAVID	06/19/17	34.94
00710144	356584	BRUCKNER TRUCK SALES INC	06/19/17	744,762.00
00710169	99671	SPRADLEY BARR FORD GREELEY	06/19/17	534,327.00
00710223	16237	SAM HILL OIL INC	06/19/17	10,945.21
00710227	11657	A & E TIRE INC	06/19/17	4,377.34
00710261	16237	SAM HILL OIL INC	06/19/17	3,590.16
00710264	99671	SPRADLEY BARR FORD GREELEY	06/19/17	100,608.00
00710320	11657	A & E TIRE INC	06/23/17	2,039.00
00710321	295403	ABRA AUTO BODY & GLASS	06/23/17	363.84
00710339	324769	PRECISE MRM LLC	06/23/17	5,751.00
00710343	51962	REX OIL COMPANY	06/23/17	3,763.35
00710397	40977	DANIELS LONG CHEVROLET	06/23/17	29,288.00
00710407	16237	SAM HILL OIL INC	06/23/17	22,224.81
Fund Total				1,463,149.46

Net Warrants by Fund Detail

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Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00710079	22066	GOODLAND CONSTRUCTION	06/19/17	1,693.37
00710155	128693	DREXEL BARRELL & CO	06/19/17	1,225.45
00710159	34817	ICON ENGINEERING INC	06/19/17	32,520.64
00710211	514940	AMERICAN WEST CONSTRUCTION	06/19/17	743,684.31
00710212	8909	BRANNAN SAND & GRAVEL COMPANY	06/19/17	348.50
00710215	13569	ENVIROTECH SERVICES INC	06/19/17	38,438.63
00710217	22066	GOODLAND CONSTRUCTION	06/19/17	11,411.64
00710218	42918	GRAINGER	06/19/17	7,288.00
00710220	44581	J & A TRAFFIC PRODUCTS	06/19/17	7,805.40
00710226	12021	STURGEON ELECTRIC CO	06/19/17	10,826.09
00710231	49497	BFI TOWER ROAD LANDFILL	06/19/17	2,029.42
00710233	425945	CDL COLLEGE	06/19/17	1,500.00
00710235	2305	COBITCO INC	06/19/17	2,104.64
00710236	338740	DAVEY TREE EXPERT CO	06/19/17	1,385.00
00710242	29821	ENNIS PAINT INC	06/19/17	2,235.00
00710245	12812	GROUND ENGINEERING CONSULTANTS	06/19/17	1,500.00
00710251	21134	METECH RECYCLING	06/19/17	1,414.38
00710255	604571	NILEX INC	06/19/17	3,499.00
00710259	556555	PREMIER PORTABLES	06/19/17	460.00
00710266	78276	WAYNE A MITCHELL LLC	06/19/17	2,511.00
00710269	11902	3M COMPANY	06/19/17	43.22
00710330	612254	GGRG LLC	06/23/17	1,142.00
00710335	612241	METCALFE DEREK RICHARD	06/23/17	210.00
00710345	612246	ROLLER INVESTMENT COMPANY LLC	06/23/17	440.00
00710346	612237	SIMS FREDERIC M	06/23/17	1,070.00
00710353	612242	TANAS DMITRIY	06/23/17	200.00
Fund Total				876,985.69

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>
00710100	11552	VISION SERVICE PLAN-CONNECTICU	06/19/17	140.00
00710101	11552	VISION SERVICE PLAN-CONNECTICU	06/19/17	2,504.85
00710102	11552	VISION SERVICE PLAN-CONNECTICU	06/19/17	12,903.16
00710119	100521	HANSEN & COMPANY	06/19/17	3,051.43
00710120	40189	HEALTHONE CLINIC SERVICES	06/19/17	150.00
00710145	419839	CAREHERE LLC	06/19/17	96,831.79
00710151	17565	COLO FRAME & SUSPENSION	06/19/17	1,788.20
00710163	174580	MILE HIGH FITNESS	06/19/17	2,645.00
00710165	61886	NATHAN DUMM & MAYER PC	06/19/17	5,496.28
00710394	17565	COLO FRAME & SUSPENSION	06/23/17	4,593.99
00710401	13771	JOE'S TOWING & RECOVERY	06/23/17	553.00
00710402	94481	LONGMONT FORD	06/23/17	2,813.61
00710404	46109	MAJOR ADJUSTING CO	06/23/17	370.00
00710405	174580	MILE HIGH FITNESS	06/23/17	3,900.00
Fund Total				137,741.31

Net Warrants by Fund Detail

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Conservation Trust Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00710324	523308	BROTHERS PAINTING	06/23/17	2,400.00
00710332	70550	GUILDNER PIPELINE MAINTENANCE	06/23/17	3,500.00
Fund Total				5,900.00

Net Warrants by Fund Detail

25

Waste Management Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00710410	1094	TRI COUNTY HEALTH DEPT	06/23/17	3,875.76
Fund Total				3,875.76

Net Warrants by Fund Detail

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Open Space Projects Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00710154	237568	DESIGN WORKSHOP	06/19/17	19,775.54
00710201	1007	UNITED POWER (UNION REA)	06/19/17	46.05
00710202	1007	UNITED POWER (UNION REA)	06/19/17	20.00
00710203	1007	UNITED POWER (UNION REA)	06/19/17	19.91
00710241	128693	DREXEL BARRELL & CO	06/19/17	19,788.60
00710411	47323	WESTERN STATES RECLAMATION INC	06/23/17	52,777.50
Fund Total				92,427.60

Net Warrants by Fund Detail

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Open Space Sales Tax Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00710356	492208	WESTGATE COMMUNITY SCHOOL	06/23/17	29,213.36
			Fund Total	29,213.36

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>
00710148	514167	CIVITAS LLC	06/19/17	6,500.00
00710252	73648	METROWEST NEWSPAPERS	06/19/17	23.36
00710323	616349	BRISTOL DEBRA	06/23/17	85.00
00710342	592641	REED RICHARD	06/23/17	85.00
00710393	514167	CIVITAS LLC	06/23/17	6,500.00
Fund Total				13,193.36

Net Warrants by Fund Detail

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Head Start Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00710104	130093	ANGLO WENDY	06/19/17	32.42
00710106	595225	BLEA LAURIE	06/19/17	30.50
00710107	45333	BRAGGS- JONES SHONDRELA	06/19/17	137.17
00710108	37266	CENTURY LINK	06/19/17	167.71
00710109	37266	CENTURY LINK	06/19/17	123.88
00710110	33480	COLO BUREAU OF INVESTIGATION	06/19/17	118.50
00710114	319944	FARSTER NARLESKY PENNY	06/19/17	30.92
00710115	611078	FRANCO LAURA	06/19/17	42.00
00710117	523474	GUTIERREZ ROCIO	06/19/17	36.59
00710118	434213	HAGER MICHAEL	06/19/17	117.01
00710121	537346	HERHOLD MARK	06/19/17	14.98
00710125	342449	LILLIE SHANNON	06/19/17	23.01
00710126	157395	LUJAN MONICA	06/19/17	51.73
00710129	61836	NAJEE-ULLAH NAJLA	06/19/17	54.57
00710131	371505	OLIVER LESLIE	06/19/17	48.15
00710132	1463	ORKIN PEST CONTROL	06/19/17	87.36
00710133	153351	REED ALMA	06/19/17	21.40
00710134	538831	SANDOVAL GABRIELLA	06/19/17	27.18
00710135	13538	SHRED IT USA LLC	06/19/17	60.00
00710136	311839	SMITH DIANA	06/19/17	70.00
00710137	1233	SPRING INSTITUTE FOR INTERCULT	06/19/17	2,000.00
00710138	62190	STEELMAN MARU E	06/19/17	6.26
00710141	51121	WHISENANT ELISA A	06/19/17	41.83
00710162	79121	MEADOW GOLD DAIRY	06/19/17	1,151.36
00710168	310256	ONE WORLD TRANSLATION & ASSOCI	06/19/17	46.86
00710307	2157	COLO OCCUPATIONAL MEDICINE PHY	06/23/17	100.00
00710310	612048	FERNANDEZ ADRIANA	06/23/17	22.47
00710311	28726	G & K SERVICES	06/23/17	122.98
00710314	55021	NULINX INTERNATIONAL	06/23/17	1,590.00
00710315	129209	RAMIREZ SUSANA	06/23/17	91.91
00710316	290050	RODRIGUEZ JAMIE	06/23/17	103.79
00710319	31360	WESTMINSTER PRESBYTERIAN CHURC	06/23/17	2,095.40
00710392	245316	CARNATION BUILDING SERVICES IN	06/23/17	2,216.35
00710406	310256	ONE WORLD TRANSLATION & ASSOCI	06/23/17	271.86
00710408	13770	SYSCO DENVER	06/23/17	175.93

Fund Total**11,332.08**

Net Warrants by Fund Detail

34Comm Services Blk Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00710082	54962	JOINING VISION AND ACTION LLC	06/19/17	12,766.95
00710084	56456	LUTHERAN FAMILY SERVICES	06/19/17	4,072.13
00710090	189016	PROJECT ANGEL HEART	06/19/17	15,060.40
00710278	5991	ALMOST HOME INC	06/22/17	5,510.26
00710287	44825	GROWING HOME INC	06/22/17	6,673.46
Fund Total				44,083.20

Net Warrants by Fund Detail

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Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00709998	6469	RED ROCKS COMMUNITY COLLEGE	06/15/17	6,000.00
00709999	6469	RED ROCKS COMMUNITY COLLEGE	06/15/17	6,000.00
00710030	612145	DeLaO DARLENE	06/15/17	100.00
00710034	843241	GLASSER NOELLE	06/15/17	49.00
00710035	68923	GONZALEZ JEANETTE	06/15/17	49.00
00710038	71226	JAMES TRUDY	06/15/17	36.38
00710042	580067	MCBOAT GREG	06/15/17	49.00
00710043	90481	MCDANIEL JENNIFER	06/15/17	84.00
00710048	233841	PARRIOTT JOEL	06/15/17	49.00
00710050	40920	POST REBECCA	06/15/17	49.00
00710053	71230	RMWDA INC	06/15/17	453.00
00710056	357890	SCHAGER BRETT	06/15/17	49.00
00710058	611571	SOLIS CAMERON	06/15/17	175.00
00710262	91506	SCANNER ONE INC	06/19/17	7,732.30
Fund Total				20,874.68

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>
00710146	422484	CENTAURI SERVICES CORPORATION	06/19/17	190.00
00710153	556579	DBT TRANSPORTATION SERVICES LL	06/19/17	1,185.00
00710176	80118	AT&T CORP	06/19/17	97.68
00710192	443757	NRG DGPV FUND 1 LLC	06/19/17	497.07
00710193	443757	NRG DGPV FUND 1 LLC	06/19/17	492.55
00710194	443757	NRG DGPV FUND 1 LLC	06/19/17	1,087.49
00710195	443757	NRG DGPV FUND 1 LLC	06/19/17	679.21
00710196	80249	OFFEN PETROLEUM INC	06/19/17	2,488.99
Fund Total				6,717.99

Net Warrants by Fund Detail

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Water and Wastewater Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00710181	2381	COLO ANALYTICAL LABORATORY	06/19/17	262.00
Fund Total				262.00

Net Warrants by Fund Detail

50

FLATROCK Facility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00710396	612089	COMMERCIAL CLEANING SYSTEMS	06/23/17	1,332.47
Fund Total				1,332.47

County of Adams
Net Warrants by Fund Detail

Grand Total 4,432,925.12

County of Adams
Vendor Payment Report

<u>9418</u>	<u>Administrative Cost Pool</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	ALMOST HOME INC	00034	899949	280763	06/21/17	5,510.26
	GROWING HOME INC	00034	899951	280763	06/21/17	6,673.46
	LUTHERAN FAMILY SERVICES	00034	899637	280308	06/15/17	4,072.13
	PROJECT ANGEL HEART	00034	899638	280308	06/15/17	15,060.40
					Account Total	31,316.25
	Other Professional Serv					
	JOINING VISION AND ACTION LLC	00034	899630	280220	06/14/17	12,766.95
					Account Total	12,766.95
					Department Total	44,083.20

County of Adams
Vendor Payment Report

<u>4302</u>	<u>Airport Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	AT&T CORP	00043	899298	279963	06/12/17	84.86
					Account Total	84.86
					Department Total	84.86

County of Adams
Vendor Payment Report

<u>4308</u>	<u>Airport ATCT</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	AT&T CORP	00043	899298	279963	06/12/17	<u>6.41</u>
					Account Total	<u>6.41</u>
					Department Total	<u><u>6.41</u></u>

County of Adams
Vendor Payment Report

<u>9254</u>	<u>Airport Mitigation Payments</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Consultant Services					
	JACHIMIAK PETERSON LLC	00001	899911	280634	06/20/17	<u>31,244.43</u>
					Account Total	<u>31,244.43</u>
					Department Total	<u><u>31,244.43</u></u>

County of Adams
Vendor Payment Report

<u>4304</u>	<u>Airport Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	NRG DGPV FUND 1 LLC	00043	899820	280524	06/17/17	497.07
	NRG DGPV FUND 1 LLC	00043	899821	280524	06/17/17	492.55
	NRG DGPV FUND 1 LLC	00043	899822	280524	06/17/17	1,087.49
	NRG DGPV FUND 1 LLC	00043	899823	280524	06/17/17	679.21
					Account Total	2,756.32
	Gasoline					
	OFFEN PETROLEUM INC	00043	899302	279963	06/12/17	2,474.09
					Account Total	2,474.09
	Licenses and Fees					
	OFFEN PETROLEUM INC	00043	899302	279963	06/12/17	14.90
					Account Total	14.90
	Telephone					
	AT&T CORP	00043	899298	279963	06/12/17	6.41
					Account Total	6.41
					Department Total	5,251.72

County of Adams
Vendor Payment Report

<u>2051</u>	<u>ANS - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Animal Control/Shelter					
	DIAZ KARLA	00001	899803	280510	06/19/17	115.00
	MCKINNEY SARAH	00001	899628	280220	06/14/17	150.00
					Account Total	265.00
	Mileage Reimbursements					
	SOLARZ CINDY L	00001	899734	280498	06/19/17	155.95
	VOGEL MARLA	00001	900299	280991	06/23/17	20.65
					Account Total	176.60
	Temporary Labor					
	RANDSTAD US LP	00001	899804	280510	06/19/17	374.64
	RANDSTAD US LP	00001	900300	280991	06/23/17	749.29
					Account Total	1,123.93
					Department Total	1,565.53

County of Adams
Vendor Payment Report

<u>2056</u>	<u>ANS - Clinic Operations</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	IVERSON ELLIE	00001	900298	280991	06/23/17	57.97
					Account Total	57.97
	Mileage Reimbursements					
	BISHOPP JESSICA	00001	900301	280991	06/23/17	75.27
					Account Total	75.27
					Department Total	133.24

County of Adams
Vendor Payment Report

<u>1011</u>	<u>Board of County Commissioners</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Special Events					
	ADAMS COUNTY ECONOMIC DEVELOP	00001	899952	280763	06/21/17	<u>40.00</u>
					Account Total	<u>40.00</u>
					Department Total	<u><u>40.00</u></u>

County of Adams
Vendor Payment Report

<u>3064</u>	<u>Building Safety</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Permits					
	BOLD BROTHERS ROOFING	00001	899249	279944	06/12/17	178.40
	SARVESTANI HAJI NASSER	00001	899254	279944	06/12/17	29.00
					Account Total	<u>207.40</u>
					Department Total	<u><u>207.40</u></u>

County of Adams
Vendor Payment Report

<u>1026</u>	<u>Business Solutions Group</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	OSTERMAN CHARLES F	00001	899642	280308	06/15/17	<u>667.96</u>
					Account Total	<u>667.96</u>
					Department Total	<u><u>667.96</u></u>

County of Adams
Vendor Payment Report

<u>4</u>	<u>Capital Facilities Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	FCI CONSTRUCTORS INC	00004	900268	280983	06/23/17	300,183.20
	GROUND ENGINEERING CONSULTANTS	00004	900260	280979	06/23/17	535.00
	GROUND ENGINEERING CONSULTANTS	00004	900261	280979	06/23/17	1,243.50
	GROUND ENGINEERING CONSULTANTS	00004	900264	280979	06/23/17	1,567.50
	GROUND ENGINEERING CONSULTANTS	00004	900265	280983	06/23/17	320.00
	GROUND ENGINEERING CONSULTANTS	00004	900266	280983	06/23/17	15.00
	TREANOR ARCHITECTS PA	00004	900267	280983	06/23/17	8,600.00
					Account Total	312,464.20
	Retainages Payable					
	FCI CONSTRUCTORS INC	00004	900268	280983	06/23/17	15,009.16-
					Account Total	15,009.16-
					Department Total	297,455.04

County of Adams
Vendor Payment Report

<u>30</u>	<u>Community Dev Block Grant Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CIVITAS LLC	00030	899493	280189	06/14/17	6,500.00
	CIVITAS LLC	00030	900269	280983	06/23/17	6,500.00
					Account Total	<u>13,000.00</u>
					Department Total	<u><u>13,000.00</u></u>

County of Adams
Vendor Payment Report

<u>1033</u>	<u>Community Transit</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Community Transit Services					
	SENIORS RESOURCE CENTER INC	00001	899640	280308	06/15/17	<u>41,751.84</u>
					Account Total	<u>41,751.84</u>
					Department Total	<u><u>41,751.84</u></u>

County of Adams
Vendor Payment Report

<u>2055</u>	<u>Control/Enforcement</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	HURON ANIMAL HOSPITAL	00001	899251	279944	06/12/17	88.00
	HURON ANIMAL HOSPITAL	00001	899252	279944	06/12/17	100.00
	NORTHSIDE EMERGENCY PET CLINIC	00001	899253	279944	06/12/17	50.00
					Account Total	<u>238.00</u>
					Department Total	<u><u>238.00</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>
	Car Washes					
	ADAMS COUNTY ASSESSOR	00001	899337	280056	06/13/17	6.00
					Account Total	6.00
	Education & Training					
	COLO ASSESSORS ASSN	00001	899853	280531	06/19/17	800.00
					Account Total	800.00
	Operating Supplies					
	ADAMS COUNTY ASSESSOR	00001	899337	280056	06/13/17	21.67
	MELONAKIS PATRICIA	00001	899336	280056	06/13/17	146.11
					Account Total	167.78
	Special Events					
	ADAMS COUNTY ASSESSOR	00001	899337	280056	06/13/17	71.82
					Account Total	71.82
	Subscrip/Publications					
	ROCKY MTN LODGING REPORT	00001	899335	280056	06/13/17	175.00
					Account Total	175.00
	Travel & Transportation					
	DELEON RYAN	00001	899854	280531	06/19/17	63.48
					Account Total	63.48
					Department Total	<u>1,284.08</u>

County of Adams
Vendor Payment Report

<u>2031</u>	<u>County Coroner</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	CROWN LIFT TRUCKS	00001	899847	280528	06/19/17	870.64
					Account Total	870.64
	Medical Services					
	FRANK MEREDITH ANN	00001	899841	280528	06/19/17	1,025.00
	FRANK MEREDITH ANN	00001	899842	280528	06/19/17	2,000.00
	HOLMES DAWN B	00001	899845	280528	06/19/17	5,125.00
					Account Total	8,150.00
	Operating Supplies					
	ARAMARK REFRESHMENT SERVICES	00001	899848	280528	06/19/17	355.55
	COLO MEDICAL WASTE INC	00001	899839	280528	06/19/17	1,547.00
					Account Total	1,902.55
	Other Communications					
	AMERICAN MESSAGING	00001	899843	280528	06/19/17	3.12
					Account Total	3.12
	Other Professional Serv					
	ARIAS REBECCA M	00001	899835	280528	06/19/17	1,560.00
	ARIAS REBECCA M	00001	899836	280528	06/19/17	1,640.00
	FEDEX	00001	899838	280528	06/19/17	99.08
	FEDEX	00001	899840	280528	06/19/17	83.06
	FEDEX	00001	899844	280528	06/19/17	17.10
	FEDEX	00001	899849	280528	06/19/17	16.90
	FIRST CALL OF COLO	00001	899832	280528	06/19/17	4,380.00
	FIRST CALL OF COLO	00001	899833	280528	06/19/17	3,900.00
	FIRST CALL OF COLO	00001	899834	280528	06/19/17	5,250.00
	NMS LABS	00001	899831	280528	06/19/17	9,211.00
	PERKINELMER GENETICS	00001	899846	280528	06/19/17	150.00
	STOEFLER REBECCA E	00001	899837	280528	06/19/17	594.00
	STOEFLER REBECCA E	00001	899850	280528	06/19/17	918.00
	UNIPATH	00001	899851	280528	06/19/17	1,096.00
	UNIVERSITY PHYSICIANS SPECIALT	00001	899852	280528	06/19/17	500.00
					Account Total	29,415.14
	Travel & Transportation					
	ICS LTD./IAFS	00001	899733	280498	06/19/17	240.00

County of Adams
Vendor Payment Report

<u>2031</u>	<u>County Coroner</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
					Account Total	240.00
					Department Total	<u>40,581.45</u>

County of Adams
Vendor Payment Report

<u>941016</u>	<u>CDBG</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	REED RICHARD	00030	900305	280991	06/23/17	85.00
					Account Total	85.00
	Legal Notices					
	METROWEST NEWSPAPERS	00030	899445	280198	06/14/17	23.36
					Account Total	23.36
					Department Total	108.36

County of Adams
Vendor Payment Report

<u>1020</u>	<u>CLK Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	MARTIN STAN	00001	899295	279958	06/12/17	<u>163.02</u>
					Account Total	<u>163.02</u>
					Department Total	<u><u>163.02</u></u>

County of Adams
Vendor Payment Report

<u>1022</u>	<u>CLK Elections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	UNITED STATES POSTAL SERVICE	00001	899660	280319	06/15/17	1,240.00
					Account Total	1,240.00
	Travel & Transportation					
	ANDERSEN MADISON	00001	899289	279958	06/12/17	163.02
	COBURN CHRISTI	00001	899290	279958	06/12/17	163.02
	GAULTNEY JAMI	00001	899292	279958	06/12/17	163.02
	LIETZAN MARY	00001	899294	279958	06/12/17	163.02
					Account Total	652.08
					Department Total	1,892.08

County of Adams
Vendor Payment Report

<u>1023</u>	<u>CLK Motor Vehicle</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	FISHER JULIE	00001	899731	280439	06/16/17	510.39
	FISHER JULIE	00001	899732	280439	06/16/17	425.33
	WEIR SUCORA	00001	899726	280428	06/16/17	172.27
					Account Total	1,107.99
	Travel & Transportation					
	FISHER JULIE	00001	899291	279958	06/12/17	163.02
	GONZALEZ LUCIA	00001	899293	279958	06/12/17	163.02
	TOTAYS TAMSIN	00001	899296	279958	06/12/17	163.02
					Account Total	489.06
					Department Total	1,597.05

County of Adams
Vendor Payment Report

<u>6021</u>	<u>CT- Trails- Plan/Design Const</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Infrastruc Rep & Maint					
	BROTHERS PAINTING	00024	899897	280625	06/20/17	900.00
	BROTHERS PAINTING	00024	899898	280625	06/20/17	1,500.00
					Account Total	2,400.00
	Water/Sewer/Sanitation					
	GUILDNER PIPELINE MAINTENANCE	00024	899899	280625	06/20/17	1,762.50
	GUILDNER PIPELINE MAINTENANCE	00024	899900	280625	06/20/17	682.50
	GUILDNER PIPELINE MAINTENANCE	00024	899901	280625	06/20/17	1,055.00
					Account Total	3,500.00
					Department Total	5,900.00

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>
	Other Professional Serv					
	BOZEMAN RACHEL	00001	899387	280093	06/13/17	436.50
	DIETRICH THOMAS	00001	899558	280093	06/13/17	746.10
	FRANK TRICIA	00001	899561	280093	06/13/17	63.75
	MESA COUNTY SHERIFF'S OFFICE	00001	899563	280093	06/13/17	21.60
	MORGAN COUNTY SHERIFF	00001	899585	280093	06/14/17	7.50
	VINCENT ROMEO & RODRIQUEZ LLC	00001	899357	280093	06/13/17	190.00
					Account Total	1,465.45
	Postage & Freight					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	899729	280431	06/16/17	6.59
					Account Total	6.59
	Special Events					
	ADAMS / BROOMFIELD BAR ASSN	00001	899582	280093	06/14/17	1,630.00
					Account Total	1,630.00
	Witness Fees					
	ADCO DISTRICT ATTORNEY	00001	899356	280093	06/13/17	209.28
	ADCO DISTRICT ATTORNEY	00001	899730	280431	06/16/17	192.96
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	899355	280093	06/13/17	19.87
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	899355	280093	06/13/17	171.55
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	899729	280431	06/16/17	119.92
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	899729	280431	06/16/17	175.10
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	899729	280431	06/16/17	83.23
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	899729	280431	06/16/17	89.74
					Account Total	1,061.65
					Department Total	4,163.69

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	899718	280334	06/15/17	6,000.00
					Account Total	<u>6,000.00</u>
	Travel & Transportation					
	MCDANIEL JENNIFER	00035	899383	280174	06/14/17	84.00
	RMWDA INC	00035	899388	280174	06/14/17	284.52
					Account Total	<u>368.52</u>
					Department Total	<u><u>6,368.52</u></u>

County of Adams
Vendor Payment Report

<u>6</u>	<u>Equipment Service Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	A & E TIRE INC	00006	899735	280499	06/19/17	1,315.00
	A & E TIRE INC	00006	899736	280499	06/19/17	962.64
	A & E TIRE INC	00006	899737	280499	06/19/17	2,099.70
	A & E TIRE INC	00006	900119	280856	06/22/17	257.00
	A & E TIRE INC	00006	900120	280856	06/22/17	1,327.00
	A & E TIRE INC	00006	900121	280856	06/22/17	259.00
	A & E TIRE INC	00006	900122	280856	06/22/17	196.00
	ABRA AUTO BODY & GLASS	00006	900125	280856	06/22/17	181.92
	ABRA AUTO BODY & GLASS	00006	900253	280979	06/23/17	181.92
	BRUCKNER TRUCK SALES INC	00006	899470	280189	06/14/17	184,261.00
	BRUCKNER TRUCK SALES INC	00006	899471	280189	06/14/17	184,261.00
	BRUCKNER TRUCK SALES INC	00006	899472	280189	06/14/17	184,261.00
	BRUCKNER TRUCK SALES INC	00006	899473	280189	06/14/17	191,979.00
	DANIELS LONG CHEVROLET	00006	900295	280983	06/23/17	29,288.00
	PRECISE MRM LLC	00006	900123	280856	06/22/17	5,751.00
	REX OIL COMPANY	00006	900124	280856	06/22/17	3,763.35
	SAM HILL OIL INC	00006	899773	280499	06/19/17	674.21
	SAM HILL OIL INC	00006	899774	280499	06/19/17	67.43
	SAM HILL OIL INC	00006	899775	280499	06/19/17	2,848.52
	SAM HILL OIL INC	00006	899776	280504	06/19/17	829.41
	SAM HILL OIL INC	00006	899777	280504	06/19/17	10,115.80
	SAM HILL OIL INC	00006	900275	280983	06/23/17	12,115.40
	SAM HILL OIL INC	00006	900276	280983	06/23/17	10,109.41
	SPRADLEY BARR FORD GREELEY	00006	899450	280189	06/14/17	29,264.00
	SPRADLEY BARR FORD GREELEY	00006	899451	280189	06/14/17	30,140.00
	SPRADLEY BARR FORD GREELEY	00006	899452	280189	06/14/17	29,292.00
	SPRADLEY BARR FORD GREELEY	00006	899453	280189	06/14/17	29,292.00
	SPRADLEY BARR FORD GREELEY	00006	899454	280189	06/14/17	28,786.00
	SPRADLEY BARR FORD GREELEY	00006	899455	280189	06/14/17	28,786.00
	SPRADLEY BARR FORD GREELEY	00006	899456	280189	06/14/17	28,786.00
	SPRADLEY BARR FORD GREELEY	00006	899457	280189	06/14/17	28,786.00
	SPRADLEY BARR FORD GREELEY	00006	899458	280189	06/14/17	28,786.00
	SPRADLEY BARR FORD GREELEY	00006	899459	280189	06/14/17	28,786.00
	SPRADLEY BARR FORD GREELEY	00006	899460	280189	06/14/17	27,316.00
	SPRADLEY BARR FORD GREELEY	00006	899462	280189	06/14/17	27,316.00

County of Adams
Vendor Payment Report

<u>6</u>	<u>Equipment Service Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	SPRADLEY BARR FORD GREELEY	00006	899463	280189	06/14/17	27,316.00
	SPRADLEY BARR FORD GREELEY	00006	899464	280189	06/14/17	27,316.00
	SPRADLEY BARR FORD GREELEY	00006	899465	280189	06/14/17	31,034.00
	SPRADLEY BARR FORD GREELEY	00006	899466	280189	06/14/17	33,536.00
	SPRADLEY BARR FORD GREELEY	00006	899467	280189	06/14/17	27,316.00
	SPRADLEY BARR FORD GREELEY	00006	899468	280189	06/14/17	37,208.00
	SPRADLEY BARR FORD GREELEY	00006	899469	280189	06/14/17	5,265.00
	SPRADLEY BARR FORD GREELEY	00006	899762	280499	06/19/17	33,536.00
	SPRADLEY BARR FORD GREELEY	00006	899763	280499	06/19/17	33,536.00
	SPRADLEY BARR FORD GREELEY	00006	899764	280499	06/19/17	33,536.00
					Account Total	<u>1,462,039.71</u>
					Department Total	<u><u>1,462,039.71</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					
	HURDELBRINK JULIA	00001	899400	280184	06/14/17	<u>183.51</u>
					Account Total	<u>183.51</u>
					Department Total	<u><u>183.51</u></u>

County of Adams
Vendor Payment Report

<u>5025</u>	<u>Facilities Club House Maint.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	AAA PEST PROS	00005	899674	280320	06/15/17	<u>35.00</u>
					Account Total	<u>35.00</u>
					Department Total	<u><u>35.00</u></u>

County of Adams
Vendor Payment Report

<u>1017</u>	<u>Finance Purchasing</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	BONASERA BETHANY	00001	899626	280220	06/14/17	183.51
	HARTMANN SHAWN	00001	899625	280220	06/14/17	21.45
	TIERNEY JENNIFER	00001	899623	280220	06/14/17	167.99
					Account Total	372.95
	Travel & Transportation					
	BONASERA BETHANY	00001	899950	280763	06/21/17	182.70
	FORRISTALL ANNA	00001	899641	280308	06/15/17	102.00
					Account Total	284.70
					Department Total	657.65

County of Adams
Vendor Payment Report

<u>9114</u>	<u>Fleet- Commerce</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Tools Reimbursement					
	GUTIERREZ MIGUEL A	00006	899631	280220	06/14/17	411.11
	SPURRIER MICHAEL	00006	899632	280220	06/14/17	524.70
	SPURRIER MICHAEL	00006	899633	280220	06/14/17	139.00
	WOLF DAVID	00006	899629	280220	06/14/17	34.94
					Account Total	1,109.75
					Department Total	1,109.75

County of Adams
Vendor Payment Report

<u>43</u>	<u>Front Range Airport</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CENTAURI SERVICES CORPORATION	00043	899550	280189	06/14/17	190.00
	DBT TRANSPORTATION SERVICES LL	00043	899551	280189	06/14/17	1,185.00
					Account Total	1,375.00
					Department Total	1,375.00

County of Adams
Vendor Payment Report

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	BENNETT TOWN OF	00001	899670	280320	06/15/17	1,500.00
					Account Total	1,500.00
	Maintenance Contracts					
	AAA PEST PROS	00001	899674	280320	06/15/17	200.00
					Account Total	200.00
	Water/Sewer/Sanitation					
	EASTERN DISPOSE ALL	00001	899662	280320	06/15/17	72.50
					Account Total	72.50
					Department Total	1,772.50

County of Adams
Vendor Payment Report

<u>1075</u>	<u>FO - Administration Bldg</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7431	00001	899588	280212	06/01/17	104.89
	Energy Cap Bill ID=7446	00001	899866	280535	06/07/17	171.28
	Energy Cap Bill ID=7449	00001	899867	280535	06/07/17	1,506.35
					Account Total	1,782.52
	Maintenance Contracts					
	AAA PEST PROS	00001	899674	280320	06/15/17	80.00
					Account Total	80.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7443	00001	899868	280535	06/05/17	787.30
	EASTERN DISPOSE ALL	00001	899661	280320	06/15/17	91.00
					Account Total	878.30
					Department Total	2,740.82

County of Adams
Vendor Payment Report

<u>1113</u>	<u>FO - Children & Family Service</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	899674	280320	06/15/17	<u>40.00</u>
					Account Total	<u>40.00</u>
					Department Total	<u><u>40.00</u></u>

County of Adams
Vendor Payment Report

<u>1060</u>	<u>FO - Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	HYDRO PHYSICS	00001	900183	280875	06/22/17	795.00
					Account Total	795.00
	Gas & Electricity					
	Energy Cap Bill ID=7432	00001	899855	280535	06/06/17	1,107.06
					Account Total	1,107.06
	Maintenance Contracts					
	AAA PEST PROS	00001	899674	280320	06/15/17	60.00
					Account Total	60.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7441	00001	899856	280535	06/13/17	280.45
					Account Total	280.45
					Department Total	2,242.51

County of Adams
Vendor Payment Report

<u>1114</u>	<u>FO - District Attorney Bldg.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	899674	280320	06/15/17	60.00
	MILE HIGH TREE CARE INC	00001	900186	280875	06/22/17	2,000.00
					Account Total	<u>2,060.00</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7445	00001	899872	280535	06/02/17	1,313.96
					Account Total	<u>1,313.96</u>
					Department Total	<u><u>3,373.96</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>
	Maintenance Contracts					
	AAA PEST PROS	00050	899674	280320	06/15/17	<u>40.00</u>
					Account Total	<u>40.00</u>
					Department Total	<u><u>40.00</u></u>

County of Adams
Vendor Payment Report

<u>1077</u>	<u>FO - Government Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	COLO DEPT OF PUBLIC HEALTH & E	00001	899664	280320	06/15/17	423.40
	COLO DEPT OF PUBLIC HEALTH & E	00001	900184	280875	06/22/17	40.00
	SYSTEMS GROUP	00001	900181	280875	06/22/17	510.00
					Account Total	973.40
	Maintenance Contracts					
	AAA PEST PROS	00001	899674	280320	06/15/17	145.00
	SUMMIT LABORATORIES INC	00001	899673	280320	06/15/17	480.00
					Account Total	625.00
	Repair & Maint Supplies					
	FEDERAL HEATING INC	00001	899669	280320	06/15/17	99.61
	FEDERAL HEATING INC	00001	900180	280875	06/22/17	158.14
					Account Total	257.75
					Department Total	1,856.15

County of Adams
Vendor Payment Report

<u>1070</u>	<u>FO - Honnen/Plan&Devel/MV Ware</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7434	00001	899860	280535	06/01/17	1,598.60
					Account Total	1,598.60
	Maintenance Contracts					
	AAA PEST PROS	00001	899674	280320	06/15/17	160.00
					Account Total	160.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7436	00001	899861	280535	06/13/17	685.51
	Energy Cap Bill ID=7438	00001	899862	280535	06/13/17	44.30
	Energy Cap Bill ID=7439	00001	899863	280535	06/13/17	23.20
	Energy Cap Bill ID=7440	00001	899864	280535	06/13/17	44.30
					Account Total	797.31
					Department Total	2,555.91

County of Adams
Vendor Payment Report

<u>1067</u>	<u>FO - Human Service Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	899674	280320	06/15/17	115.00
					Account Total	115.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7435	00001	899857	280535	06/04/17	1,160.42
					Account Total	1,160.42
					Department Total	1,275.42

County of Adams
Vendor Payment Report

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	899674	280320	06/15/17	110.00
					Account Total	110.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7444	00001	899865	280535	06/02/17	4,612.00
					Account Total	4,612.00
					Department Total	<u>4,722.00</u>

County of Adams
Vendor Payment Report

<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	SYSTEMS GROUP	00001	900182	280875	06/22/17	425.00
					Account Total	425.00
	Maintenance Contracts					
	AAA PEST PROS	00001	899674	280320	06/15/17	325.00
	THERMAL & MOISTURE PROTECTION	00001	899665	280320	06/15/17	550.00
					Account Total	875.00
	Other Professional Serv					
	LEWIS HIMES ASSOCIATES INC	00001	899666	280320	06/15/17	2,490.00
					Account Total	2,490.00
	Repair & Maint Supplies					
	BARTON SOLVENTS INC	00001	899671	280320	06/15/17	3,411.72
					Account Total	3,411.72
					Department Total	7,201.72

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>
	Maintenance Contracts					
	AAA PEST PROS	00001	899674	280320	06/15/17	<u>40.00</u>
					Account Total	<u>40.00</u>
					Department Total	<u><u>40.00</u></u>

County of Adams
Vendor Payment Report

<u>1076</u>	<u>FO-Adams County Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	899674	280320	06/15/17	65.00
					Account Total	65.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7437	00001	899869	280535	06/13/17	1,113.12
					Account Total	1,113.12
					Department Total	1,178.12

County of Adams
Vendor Payment Report

<u>1069</u>	<u>FO-Animal Shelter Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7448	00001	899858	280535	06/07/17	2,251.48
					Account Total	<u>2,251.48</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	899674	280320	06/15/17	55.00
					Account Total	<u>55.00</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7442	00001	899859	280535	06/04/17	754.36
					Account Total	<u>754.36</u>
					Department Total	<u><u>3,060.84</u></u>

County of Adams
Vendor Payment Report

<u>1112</u>	<u>FO-Sheriff HQ/Coroner Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7447	00001	899871	280535	06/07/17	4,171.97
					Account Total	4,171.97
	Maintenance Contracts					
	AAA PEST PROS	00001	899674	280320	06/15/17	55.00
					Account Total	55.00
					Department Total	4,226.97

County of Adams
Vendor Payment Report

1	General Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	ADAMSON POLICE PRODUCTS	00001	899203	279829	06/09/17	1,690.00
	ADAMSON POLICE PRODUCTS	00001	899203	279829	06/09/17	845.00
	ADAMSON POLICE PRODUCTS	00001	899205	279829	06/09/17	745.00
	ADAMSON POLICE PRODUCTS	00001	899205	279829	06/09/17	845.00
	AIRBOUND	00001	899409	280189	06/14/17	16,525.00
	AIRBOUND	00001	899413	280189	06/14/17	4,750.00
	AIRBOUND	00001	899413	280189	06/14/17	4,750.00-
	AIRBOUND	00001	899409	280189	06/14/17	16,525.00-
	AIRBOUND	00001	899918	280744	06/21/17	4,750.00
	AIRBOUND	00001	899919	280744	06/21/17	16,525.00
	ALLIED UNIVERSAL SECURITY SERV	00001	899738	280499	06/19/17	1,451.52
	AMERICAN EAGLE DISTRIBUTING	00001	899794	280504	06/19/17	255.00
	ARISING HOPE INTERNATIONAL	00001	899179	279829	06/09/17	250.00
	AVID4 ADVENTURE INC	00001	899410	280189	06/14/17	7,160.00
	BI- BEHAVIORAL INTERVENTIONS	00001	899180	279829	06/09/17	1,430.47
	BREAK THRU BEVERAGE	00001	899796	280504	06/19/17	541.06
	CATAPULT SYSTEMS LLC	00001	899613	280218	06/14/17	825.00
	CHEMATOX LABORATORY INC	00001	899181	279829	06/09/17	230.00
	CINTAS CORPORATION #66	00001	899422	280189	06/14/17	134.43
	CINTAS CORPORATION #66	00001	899765	280499	06/19/17	134.43
	CINTAS CORPORATION #66	00001	900115	280856	06/22/17	139.25
	CLIFTONLARSONALLEN LLP	00001	899442	280189	06/14/17	12,000.00
	COLO CARPET CENTER INC	00001	900263	280979	06/23/17	101,858.57
	COLO DIST ATTORNEY COUNCIL	00001	899402	280189	06/14/17	3,022.80
	COMMERCIAL CLEANING SYSTEMS	00001	900291	280983	06/23/17	9,477.83
	COMMERCIAL CLEANING SYSTEMS	00001	900291	280983	06/23/17	2,116.94
	COMMERCIAL CLEANING SYSTEMS	00001	900291	280983	06/23/17	2,212.40
	COMMERCIAL CLEANING SYSTEMS	00001	900291	280983	06/23/17	219.41
	COMMERCIAL CLEANING SYSTEMS	00001	900291	280983	06/23/17	1,519.18
	COMMERCIAL CLEANING SYSTEMS	00001	900291	280983	06/23/17	691.70
	COMMERCIAL CLEANING SYSTEMS	00001	900291	280983	06/23/17	356.79
	COMMERCIAL CLEANING SYSTEMS	00001	900291	280983	06/23/17	360.35
	COMMERCIAL CLEANING SYSTEMS	00001	900291	280983	06/23/17	3,436.01
	COMMERCIAL CLEANING SYSTEMS	00001	900291	280983	06/23/17	3,129.79
	COMMERCIAL CLEANING SYSTEMS	00001	900291	280983	06/23/17	1,925.51

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>
	COMMERCIAL CLEANING SYSTEMS	00001	900291	280983	06/23/17	3,631.87
	COMMERCIAL CLEANING SYSTEMS	00001	900291	280983	06/23/17	416.88
	COMMERCIAL CLEANING SYSTEMS	00001	900291	280983	06/23/17	852.57
	COMMERCIAL CLEANING SYSTEMS	00001	900291	280983	06/23/17	412.77
	COMMERCIAL CLEANING SYSTEMS	00001	900291	280983	06/23/17	456.85
	COMMERCIAL CLEANING SYSTEMS	00001	900291	280983	06/23/17	810.61
	COMMERCIAL CLEANING SYSTEMS	00001	900291	280983	06/23/17	220.38
	COMMERCIAL CLEANING SYSTEMS	00001	900291	280983	06/23/17	323.33
	COMMERCIAL CLEANING SYSTEMS	00001	900291	280983	06/23/17	302.01
	COMMERCIAL CLEANING SYSTEMS	00001	900291	280983	06/23/17	218.77
	COMMERCIAL CLEANING SYSTEMS	00001	900292	280983	06/23/17	18,165.84
	COMMERCIAL CLEANING SYSTEMS	00001	900292	280983	06/23/17	4,057.47
	COMMERCIAL CLEANING SYSTEMS	00001	900292	280983	06/23/17	4,240.43
	COMMERCIAL CLEANING SYSTEMS	00001	900292	280983	06/23/17	420.54
	COMMERCIAL CLEANING SYSTEMS	00001	900292	280983	06/23/17	2,911.76
	COMMERCIAL CLEANING SYSTEMS	00001	900292	280983	06/23/17	1,325.76
	COMMERCIAL CLEANING SYSTEMS	00001	900292	280983	06/23/17	683.85
	COMMERCIAL CLEANING SYSTEMS	00001	900292	280983	06/23/17	690.68
	COMMERCIAL CLEANING SYSTEMS	00001	900292	280983	06/23/17	6,585.68
	COMMERCIAL CLEANING SYSTEMS	00001	900292	280983	06/23/17	5,998.76
	COMMERCIAL CLEANING SYSTEMS	00001	900292	280983	06/23/17	3,690.57
	COMMERCIAL CLEANING SYSTEMS	00001	900292	280983	06/23/17	6,961.08
	COMMERCIAL CLEANING SYSTEMS	00001	900292	280983	06/23/17	799.02
	COMMERCIAL CLEANING SYSTEMS	00001	900292	280983	06/23/17	1,634.09
	COMMERCIAL CLEANING SYSTEMS	00001	900292	280983	06/23/17	791.14
	COMMERCIAL CLEANING SYSTEMS	00001	900292	280983	06/23/17	875.62
	COMMERCIAL CLEANING SYSTEMS	00001	900292	280983	06/23/17	1,553.67
	COMMERCIAL CLEANING SYSTEMS	00001	900292	280983	06/23/17	422.40
	COMMERCIAL CLEANING SYSTEMS	00001	900292	280983	06/23/17	619.72
	COMMERCIAL CLEANING SYSTEMS	00001	900292	280983	06/23/17	578.85
	COMMERCIAL CLEANING SYSTEMS	00001	900292	280983	06/23/17	419.31
	COMMUNITY REACH CENTER	00001	899182	279829	06/09/17	17,184.33
	COMMUNITY REACH CENTER	00001	899183	279829	06/09/17	40,993.00
	COPYCO QUALITY PRINTING INC	00001	899441	280189	06/14/17	250.00
	DANIELS LONG CHEVROLET	00001	900296	280979	06/23/17	29,288.00
	DELL MARKETING L P	00001	899751	280499	06/19/17	39,943.07

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>
	DENVER MEDIA DESIGNS	00001	899184	279829	06/09/17	3,250.00
	DREXEL BARRELL & CO	00001	899760	280499	06/19/17	581.25
	DREXEL BARRELL & CO	00001	899778	280504	06/19/17	1,504.00
	DREXEL BARRELL & CO	00001	899779	280504	06/19/17	448.00
	FUSION TALENT GROUP	00001	899429	280189	06/14/17	15,000.00
	G-DERBY PROMOTIONS	00001	899406	280189	06/14/17	32,500.00
	GENERAL NETWORKS	00001	899758	280499	06/19/17	5,054.40
	GENERAL NETWORKS	00001	899759	280499	06/19/17	1,267.50
	GOLDMAN ROBBINS NICHOLSON & MA	00001	899800	280504	06/19/17	2,430.00
	GRANICUS INC	00001	899427	280189	06/14/17	4,650.00
	GREG TALBERT	00001	899922	280744	06/21/17	34,395.00
	GREG TALBERT	00001	899922	280744	06/21/17	34,395.00-
	GROUNDS SERVICE COMPANY	00001	899745	280499	06/19/17	165.00
	GROUNDS SERVICE COMPANY	00001	899746	280499	06/19/17	525.00
	GROUNDS SERVICE COMPANY	00001	899747	280499	06/19/17	490.00
	GROUNDS SERVICE COMPANY	00001	899748	280499	06/19/17	3,082.50
	HIGH COUNTRY BEVERAGE	00001	899795	280504	06/19/17	242.60
	HILL & ROBBINS	00001	900293	280983	06/23/17	1,748.08
	IDEXX DISTRIBUTION INC	00001	899766	280499	06/19/17	258.31
	INSIGHT PUBLIC SECTOR	00001	899185	279829	06/09/17	5,507.60
	JUSTICE MANAGEMENT INSTITUTE	00001	899444	280189	06/14/17	49,791.00
	KODIAK RANCH LLC	00001	899404	280189	06/14/17	2,300.00
	KODIAK RANCH LLC	00001	899411	280189	06/14/17	3,000.00
	KORBY LANDSCAPE LLC	00001	899743	280499	06/19/17	752.73
	KORBY LANDSCAPE LLC	00001	899744	280499	06/19/17	965.60
	KORBY LANDSCAPE LLC	00001	899744	280499	06/19/17	1,129.09
	KORBY LANDSCAPE LLC	00001	899744	280499	06/19/17	1,310.00
	KORBY LANDSCAPE LLC	00001	899744	280499	06/19/17	298.03
	KORBY LANDSCAPE LLC	00001	899744	280499	06/19/17	426.25
	KORBY LANDSCAPE LLC	00001	899744	280499	06/19/17	419.86
	KORBY LANDSCAPE LLC	00001	899744	280499	06/19/17	689.06
	KORBY LANDSCAPE LLC	00001	899744	280499	06/19/17	418.94
	KORBY LANDSCAPE LLC	00001	899744	280499	06/19/17	926.44
	LOPEZ MARCUS	00001	899186	279829	06/09/17	393.00
	LUCAS JOHN	00001	900270	280983	06/23/17	5,000.00
	MCDONALD YONG HUI V	00001	899206	279829	06/09/17	2,301.50

County of Adams
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<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	MCDONALD YONG HUI V	00001	899206	279829	06/09/17	2,808.25
	MERRICK & COMPANY	00001	899780	280504	06/19/17	13,181.50
	MICHELSON FOUND ANIMALS FOUNDA	00001	899771	280499	06/19/17	1,316.28
	MURPHY RICK	00001	899187	279829	06/09/17	4,594.52
	MWI VETERINARY SUPPLY CO	00001	899420	280189	06/14/17	155.23
	MWI VETERINARY SUPPLY CO	00001	899433	280189	06/14/17	126.29
	MWI VETERINARY SUPPLY CO	00001	899435	280189	06/14/17	101.70
	MWI VETERINARY SUPPLY CO	00001	899436	280189	06/14/17	1,704.00
	MWI VETERINARY SUPPLY CO	00001	899437	280189	06/14/17	165.53
	MWI VETERINARY SUPPLY CO	00001	899438	280189	06/14/17	263.20
	MWI VETERINARY SUPPLY CO	00001	899439	280189	06/14/17	134.50
	MWI VETERINARY SUPPLY CO	00001	899440	280189	06/14/17	749.00
	MWI VETERINARY SUPPLY CO	00001	899767	280499	06/19/17	3.67
	MWI VETERINARY SUPPLY CO	00001	899768	280499	06/19/17	647.69
	MWI VETERINARY SUPPLY CO	00001	899769	280499	06/19/17	89.16
	MWI VETERINARY SUPPLY CO	00001	899770	280499	06/19/17	9.93
	MWI VETERINARY SUPPLY CO	00001	900107	280856	06/22/17	67.86
	MWI VETERINARY SUPPLY CO	00001	900108	280856	06/22/17	100.28
	MWI VETERINARY SUPPLY CO	00001	900109	280856	06/22/17	53.32
	MWI VETERINARY SUPPLY CO	00001	900110	280856	06/22/17	11.49
	MWI VETERINARY SUPPLY CO	00001	900111	280856	06/22/17	121.25
	MWI VETERINARY SUPPLY CO	00001	900112	280856	06/22/17	1,887.25
	MWI VETERINARY SUPPLY CO	00001	900113	280856	06/22/17	234.99
	MWI VETERINARY SUPPLY CO	00001	900114	280856	06/22/17	141.11
	MWI VETERINARY SUPPLY CO	00001	900116	280856	06/22/17	105.20
	MWI VETERINARY SUPPLY CO	00001	900117	280856	06/22/17	602.65
	MWI VETERINARY SUPPLY CO	00001	900118	280856	06/22/17	1,394.70
	NATL SLED PULLERS ASSN LLC	00001	899425	280189	06/14/17	14,500.00
	NCS PEARSON INC	00001	899188	279829	06/09/17	700.00
	NEVE'S UNIFORMS INC	00001	899189	279829	06/09/17	56.95
	NEVE'S UNIFORMS INC	00001	899190	279829	06/09/17	46.95
	NEVE'S UNIFORMS INC	00001	899191	279829	06/09/17	105.90
	NEVE'S UNIFORMS INC	00001	899192	279829	06/09/17	157.95
	NEVE'S UNIFORMS INC	00001	899193	279829	06/09/17	302.70
	NEVE'S UNIFORMS INC	00001	899194	279829	06/09/17	48.95
	NORTHSIDE EMERGENCY PET CLINIC	00001	899414	280189	06/14/17	75.00

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<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	NORTHSIDE EMERGENCY PET CLINIC	00001	899416	280189	06/14/17	60.00
	OUTDOOR PROMOTIONS OF COLORADO	00001	899798	280504	06/19/17	3,360.00
	PEARL COUNSELING ASSOCIATES	00001	899197	279829	06/09/17	2,842.23
	PEARL COUNSELING ASSOCIATES	00001	899207	279829	06/09/17	6,500.00
	PEX PET SUPPLY	00001	899772	280499	06/19/17	362.00
	PICTOMETRY INTL CORP	00001	899752	280499	06/19/17	121,097.50
	PICTOMETRY INTL CORP	00001	899753	280499	06/19/17	120,226.25
	PLANTE & MORAN PLLC	00001	899750	280499	06/19/17	10,000.00
	PRO TECH COMPUTER SYSTEMS INC	00001	899195	279829	06/09/17	2,821.00
	PTS OF AMERICA LLC	00001	899196	279829	06/09/17	1,216.00
	RECRUITING.COM	00001	900143	280856	06/22/17	280.00
	RECRUITING.COM	00001	900143	280856	06/22/17	380.00
	RECRUITING.COM	00001	900143	280856	06/22/17	100.00
	ROCKY MTN MICROFILM & IMAGING	00001	899198	279829	06/09/17	980.00
	ROSS SHIRLEY M	00001	899199	279829	06/09/17	495.00
	SCHULTZ PUBLIC AFFAIRS LLC	00001	899781	280504	06/19/17	1,800.00
	SELETRON TECHNOLOGIES INC	00001	899757	280499	06/19/17	30,950.00
	SIERRA DETENTION SYSTEMS	00001	899200	279829	06/09/17	18,214.52
	SOCRATA INC	00001	900178	280856	06/22/17	60,480.00
	SOUTHERN WINE & SPIRITS LLC	00001	899797	280504	06/19/17	2,568.20
	SPECTRA CONTRACT FLOORING SERV	00001	900262	280979	06/23/17	1,700.00
	SQUEEGEE SQUAD	00001	900255	280979	06/23/17	395.00
	SQUEEGEE SQUAD	00001	900256	280979	06/23/17	315.00
	SQUEEGEE SQUAD	00001	900257	280979	06/23/17	160.00
	SQUEEGEE SQUAD	00001	900258	280979	06/23/17	915.00
	STATE OF COLORADO	00001	899447	280189	06/14/17	7,595.26
	STATE OF COLORADO	00001	899449	280189	06/14/17	12,133.75
	SWIRE COCA-COLA USA	00001	900145	280856	06/22/17	46.08
	SYSTEMS GROUP	00001	900259	280979	06/23/17	200.00
	TALBERT GREG	00001	899423	280189	06/14/17	34,395.00
	TALBERT GREG	00001	899423	280189	06/14/17	34,395.00-
	THYSSENKRUPP ELEVATOR CORP	00001	899741	280499	06/19/17	1,182.03
	THYSSENKRUPP ELEVATOR CORP	00001	899741	280499	06/19/17	125.00
	THYSSENKRUPP ELEVATOR CORP	00001	899741	280499	06/19/17	91.21
	THYSSENKRUPP ELEVATOR CORP	00001	899741	280499	06/19/17	791.00
	THYSSENKRUPP ELEVATOR CORP	00001	899741	280499	06/19/17	250.00

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>
	THYSSENKRUPP ELEVATOR CORP	00001	899741	280499	06/19/17	2,575.00
	THYSSENKRUPP ELEVATOR CORP	00001	899741	280499	06/19/17	250.00
	THYSSENKRUPP ELEVATOR CORP	00001	899741	280499	06/19/17	325.00
	THYSSENKRUPP ELEVATOR CORP	00001	899741	280499	06/19/17	675.00
	THYSSENKRUPP ELEVATOR CORP	00001	899741	280499	06/19/17	250.00
	TISCHLERBISE INC	00001	899432	280189	06/14/17	13,799.00
	TRI STATE FIREWORKS INC	00001	899403	280189	06/14/17	5,000.00
	TRI STATE FIREWORKS INC	00001	899403	280189	06/14/17	40,000.00
	TRI STATE FIREWORKS INC	00001	899403	280189	06/14/17	5,000.00-
	TRI STATE FIREWORKS INC	00001	899403	280189	06/14/17	40,000.00-
	TRI STATE FIREWORKS INC	00001	899923	280744	06/21/17	5,000.00
	TRI STATE FIREWORKS INC	00001	899924	280744	06/21/17	40,000.00
	ULTIMUS	00001	900179	280856	06/22/17	8,929.00
	WESTERN PAPER DISTRIBUTORS	00001	899201	279829	06/09/17	3,500.00
	WESTERN PAPER DISTRIBUTORS	00001	899202	279829	06/09/17	7,000.00
	ZAYO GROUP HOLDINGS INC	00001	899755	280499	06/19/17	1,975.00
	ZAYO GROUP HOLDINGS INC	00001	899756	280499	06/19/17	1,975.00
					Account Total	<u>1,071,484.84</u>
					Department Total	<u><u>1,071,484.84</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	899953	280762	06/21/17	1,516.45
	AGFINITY INC	00005	899954	280762	06/21/17	2,825.53
					Account Total	4,341.98
	Grounds Maintenance					
	C P S DISTRIBUTORS INC	00005	899956	280762	06/21/17	34.54
	C P S DISTRIBUTORS INC	00005	899957	280762	06/21/17	5.46
	GOLF & SPORT SOLUTIONS	00005	899964	280762	06/21/17	477.39
	GOLF ENVIRO SYSTEMS INC	00005	899962	280762	06/21/17	739.20
	GOLF ENVIRO SYSTEMS INC	00005	899963	280762	06/21/17	46.00
	L L JOHNSON DIST	00005	899967	280762	06/21/17	337.22
	L L JOHNSON DIST	00005	899968	280762	06/21/17	530.00
	LITTLE VALLEY NURSERIES INC	00005	899966	280762	06/21/17	38.95
	PROFESSIONAL TREE & TURF EQUIP	00005	899969	280762	06/21/17	787.60
	TORO NSN	00005	899970	280762	06/21/17	229.00
	WINFIELD SOLUTIONS LLC	00005	899971	280762	06/21/17	2,340.00
	WINFIELD SOLUTIONS LLC	00005	899972	280762	06/21/17	4,626.00
					Account Total	10,191.36
	Repair & Maint Supplies					
	ACUITY SPECIALTY PRODUCTS INC	00005	899973	280762	06/21/17	127.32
	ALSCO AMERICAN INDUSTRIAL	00005	899955	280762	06/21/17	44.36
	E & G TERMINAL INC	00005	899958	280762	06/21/17	238.38
	E & G TERMINAL INC	00005	899959	280762	06/21/17	9.78
	E & G TERMINAL INC	00005	899960	280762	06/21/17	41.25
	E & G TERMINAL INC	00005	899961	280762	06/21/17	143.18
					Account Total	604.27
	Vehicle Parts & Supplies					
	INTERSTATE BATTERY OF ROCKIES	00005	899965	280762	06/21/17	289.21
					Account Total	289.21
					Department Total	15,426.82

County of Adams
Vendor Payment Report

<u>9252</u>	<u>GF- Admin/Org Support</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	DENTONS US LLP	00001	899571	280210	06/14/17	<u>402.06</u>
					Account Total	<u>402.06</u>
					Department Total	<u><u>402.06</u></u>

County of Adams
Vendor Payment Report

<u>31</u>	<u>Head Start Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CARNATION BUILDING SERVICES IN	00031	900274	280983	06/23/17	1,653.00
	CARNATION BUILDING SERVICES IN	00031	900274	280983	06/23/17	228.35
	CARNATION BUILDING SERVICES IN	00031	900274	280983	06/23/17	298.57
	CARNATION BUILDING SERVICES IN	00031	900274	280983	06/23/17	36.43
	MEADOW GOLD DAIRY	00031	899496	280189	06/14/17	81.12
	MEADOW GOLD DAIRY	00031	899497	280189	06/14/17	164.40
	MEADOW GOLD DAIRY	00031	899499	280189	06/14/17	27.04
	MEADOW GOLD DAIRY	00031	899501	280189	06/14/17	27.04
	MEADOW GOLD DAIRY	00031	899502	280189	06/14/17	81.12
	MEADOW GOLD DAIRY	00031	899504	280189	06/14/17	81.12
	MEADOW GOLD DAIRY	00031	899506	280189	06/14/17	27.04
	MEADOW GOLD DAIRY	00031	899508	280189	06/14/17	27.04
	MEADOW GOLD DAIRY	00031	899509	280189	06/14/17	94.64
	MEADOW GOLD DAIRY	00031	899511	280189	06/14/17	67.60
	MEADOW GOLD DAIRY	00031	899513	280189	06/14/17	94.64
	MEADOW GOLD DAIRY	00031	899514	280189	06/14/17	40.56
	MEADOW GOLD DAIRY	00031	899516	280189	06/14/17	40.56
	MEADOW GOLD DAIRY	00031	899518	280189	06/14/17	67.60
	MEADOW GOLD DAIRY	00031	899519	280189	06/14/17	67.60
	MEADOW GOLD DAIRY	00031	899521	280189	06/14/17	94.64
	MEADOW GOLD DAIRY	00031	899523	280189	06/14/17	27.04
	MEADOW GOLD DAIRY	00031	899525	280189	06/14/17	40.56
	ONE WORLD TRANSLATION & ASSOCI	00031	899494	280189	06/14/17	46.86
	ONE WORLD TRANSLATION & ASSOCI	00031	900271	280983	06/23/17	191.86
	ONE WORLD TRANSLATION & ASSOCI	00031	900272	280983	06/23/17	80.00
	SYSCO DENVER	00031	900273	280983	06/23/17	175.93
					Account Total	3,862.36
					Department Total	3,862.36

County of Adams
Vendor Payment Report

<u>1015</u>	<u>Human Resources- Admin</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	MTN STATES EMPLOYERS	00001	899605	280216	06/14/17	130.00
					Account Total	130.00
	Tuition Reimbursement					
	ANDERSON AMY	00001	899604	280216	06/14/17	2,000.00
	RUSH SANCHEZ VANEZIA	00001	899606	280216	06/14/17	392.12
					Account Total	2,392.12
					Department Total	<u>2,522.12</u>

County of Adams
Vendor Payment Report

<u>935117</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	SMITH DIANA	00031	899282	279951	06/12/17	70.00
	SPRING INSTITUTE FOR INTERCULT	00031	899283	279951	06/12/17	2,000.00
					Account Total	2,070.00
	Health & Safety Materials					
	OLIVER LESLIE	00031	899275	279951	06/12/17	44.86
					Account Total	44.86
	Mileage Reimbursements					
	ANGLO WENDY	00031	899259	279951	06/12/17	32.42
	BLEA LAURIE	00031	899260	279951	06/12/17	30.50
	BRAGGS- JONES SHONDRELA	00031	899261	279951	06/12/17	137.17
	FARSTER NARLESKY PENNY	00031	899265	279951	06/12/17	30.92
	FRANCO LAURA	00031	899266	279951	06/12/17	42.00
	GUTIERREZ ROCIO	00031	899267	279951	06/12/17	36.59
	HAGER MICHAEL	00031	899268	279951	06/12/17	66.66
	HAGER MICHAEL	00031	899269	279951	06/12/17	48.26
	HAGER MICHAEL	00031	899270	279951	06/12/17	2.09
	HERHOLD MARK	00031	899271	279951	06/12/17	14.98
	LILLIE SHANNON	00031	899272	279951	06/12/17	23.01
	LUJAN MONICA	00031	899273	279951	06/12/17	51.73
	NAJEE-ULLAH NAJLA	00031	899274	279951	06/12/17	54.57
	REED ALMA	00031	899277	279951	06/12/17	21.40
	SANDOVAL GABRIELLA	00031	899280	279951	06/12/17	27.18
	STEELMAN MARU E	00031	899284	279951	06/12/17	6.26
	WHISENANT ELISA A	00031	899285	279951	06/12/17	38.89
	WHISENANT ELISA A	00031	899286	279951	06/12/17	2.94
					Account Total	667.57
	Other Professional Serv					
	COLO BUREAU OF INVESTIGATION	00031	899264	279951	06/12/17	118.50
	ORKIN PEST CONTROL	00031	899276	279951	06/12/17	87.36
	SHRED IT USA LLC	00031	899281	279951	06/12/17	60.00
					Account Total	265.86
	Telephone					
	CENTURY LINK	00031	899262	279951	06/12/17	167.71

County of Adams
Vendor Payment Report

<u>935117</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	CENTURY LINK	00031	899263	279951	06/12/17	<u>123.88</u>
					Account Total	<u>291.59</u>
					Department Total	<u><u>3,339.88</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>
	Education & Training					
	BRISTOL DEBRA	00030	900304	280991	06/23/17	<u>85.00</u>
					Account Total	<u>85.00</u>
					Department Total	<u><u>85.00</u></u>

County of Adams
Vendor Payment Report

<u>1074</u>	<u>HR- Risk Management</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Consultant Services					
	HEALTHONE CLINIC SERVICES	00019	899607	280217	06/14/17	<u>150.00</u>
					Account Total	<u>150.00</u>
					Department Total	<u><u>150.00</u></u>

County of Adams
Vendor Payment Report

<u>935617</u>	<u>HS CACFP</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Food Supplies					
	OLIVER LESLIE	00031	899275	279951	06/12/17	<u>3.29</u>
					Account Total	<u>3.29</u>
					Department Total	<u><u>3.29</u></u>

County of Adams
Vendor Payment Report

19	Insurance Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	CAREHERE LLC	00019	899479	280189	06/14/17	41.30
	CAREHERE LLC	00019	899479	280189	06/14/17	222.50
	CAREHERE LLC	00019	899479	280189	06/14/17	5,912.69
	CAREHERE LLC	00019	899479	280189	06/14/17	1,894.95
	CAREHERE LLC	00019	899479	280189	06/14/17	22,321.13
	CAREHERE LLC	00019	899480	280189	06/14/17	9,001.92
	CAREHERE LLC	00019	899480	280189	06/14/17	1,327.02
	CAREHERE LLC	00019	899480	280189	06/14/17	21,211.94
	CAREHERE LLC	00019	899480	280189	06/14/17	1,755.34
	CAREHERE LLC	00019	899485	280189	06/14/17	1,706.00
	CAREHERE LLC	00019	899487	280189	06/14/17	17,549.00
	CAREHERE LLC	00019	899487	280189	06/14/17	13,888.00
	COLO FRAME & SUSPENSION	00019	899482	280189	06/14/17	619.70
	COLO FRAME & SUSPENSION	00019	899483	280189	06/14/17	1,168.50
	COLO FRAME & SUSPENSION	00019	900282	280983	06/23/17	1,978.90
	COLO FRAME & SUSPENSION	00019	900283	280983	06/23/17	2,615.09
	JOE'S TOWING & RECOVERY	00019	900278	280983	06/23/17	154.00
	JOE'S TOWING & RECOVERY	00019	900279	280983	06/23/17	154.00
	JOE'S TOWING & RECOVERY	00019	900280	280983	06/23/17	154.00
	JOE'S TOWING & RECOVERY	00019	900281	280983	06/23/17	91.00
	LONGMONT FORD	00019	900284	280983	06/23/17	1,197.28
	LONGMONT FORD	00019	900285	280983	06/23/17	473.57
	LONGMONT FORD	00019	900286	280983	06/23/17	1,142.76
	MAJOR ADJUSTING CO	00019	900287	280983	06/23/17	90.00
	MAJOR ADJUSTING CO	00019	900288	280983	06/23/17	135.00
	MAJOR ADJUSTING CO	00019	900289	280983	06/23/17	145.00
	MILE HIGH FITNESS	00019	899478	280189	06/14/17	2,645.00
	MILE HIGH FITNESS	00019	900277	280983	06/23/17	3,900.00
	NATHAN DUMM & MAYER PC	00019	899481	280189	06/14/17	5,496.28
					Account Total	118,991.87
					Department Total	118,991.87

County of Adams
Vendor Payment Report

<u>8611</u>	<u>Insurance- Property/Casualty</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	General Liab - Other than Prop					
	HANSEN & COMPANY	00019	899608	280217	06/14/17	934.05
	HANSEN & COMPANY	00019	899609	280217	06/14/17	745.92
	HANSEN & COMPANY	00019	899610	280217	06/14/17	796.06
	HANSEN & COMPANY	00019	899611	280217	06/14/17	575.40
					Account Total	3,051.43
					Department Total	3,051.43

County of Adams
Vendor Payment Report

<u>8623</u>	<u>Insurance- Vision</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Self-Insurance Claims					
	VISION SERVICE PLAN-CONNECTICU	00019	899634	280308	06/15/17	140.00
	VISION SERVICE PLAN-CONNECTICU	00019	899636	280308	06/15/17	12,903.16
					Account Total	<u>13,043.16</u>
					Department Total	<u><u>13,043.16</u></u>

County of Adams
Vendor Payment Report

<u>1057</u>	<u>IT Application Support</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	DODGE STEVE	00001	899627	280220	06/14/17	<u>27.00</u>
					Account Total	<u>27.00</u>
					Department Total	<u><u>27.00</u></u>

County of Adams
Vendor Payment Report

<u>1058</u>	<u>IT Network/Telecom</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	ISP Services					
	COMCAST BUSINESS	00001	899369	280102	06/13/17	1,700.00
					Account Total	<u>1,700.00</u>
	Other Communications					
	CENTURY LINK	00001	900046	280774	06/21/17	2,233.27
					Account Total	<u>2,233.27</u>
					Department Total	<u><u>3,933.27</u></u>

County of Adams
Vendor Payment Report

<u>3097</u>	<u>Justice Center Addition</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Buildings					
	PENNQUICK SPECIALTIES	00004	900185	280875	06/22/17	<u>205.00</u>
					Account Total	<u>205.00</u>
					Department Total	<u><u>205.00</u></u>

County of Adams
Vendor Payment Report

<u>1019</u>	<u>Mailroom & Dock</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	PITNEY BOWES	00001	899663	280320	06/15/17	4,084.77
	UNITED STATES POSTAL SERVICE	00001	899659	280318	06/15/17	131.75
					Account Total	<u>4,216.52</u>
					Department Total	<u><u>4,216.52</u></u>

County of Adams
Vendor Payment Report

<u>6107</u>	<u>Open Space Projects</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00027	899345	280084	06/13/17	46.05
	UNITED POWER (UNION REA)	00027	899346	280084	06/13/17	20.00
	UNITED POWER (UNION REA)	00027	899347	280084	06/13/17	19.91
					Account Total	<u>85.96</u>
					Department Total	<u><u>85.96</u></u>

County of Adams
Vendor Payment Report

<u>27</u>	<u>Open Space Projects Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	DESIGN WORKSHOP	00027	899489	280189	06/14/17	19,775.54
	DREXEL BARRELL & CO	00027	899749	280499	06/19/17	19,788.60
	WESTERN STATES RECLAMATION INC	00027	900290	280983	06/23/17	52,777.50
					Account Total	92,341.64
					Department Total	92,341.64

County of Adams
Vendor Payment Report

<u>6202</u>	<u>Open Space Tax- Grants</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	WESTGATE COMMUNITY SCHOOL	00028	899904	280625	06/20/17	29,213.36
					Account Total	29,213.36
					Department Total	29,213.36

County of Adams
Vendor Payment Report

<u>1111</u>	<u>Parks Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	WEATHERSURE	00001	899668	280320	06/15/17	3,132.00
					Account Total	3,132.00
	Gas & Electricity					
	Energy Cap Bill ID=7433	00001	899870	280535	06/02/17	504.47
					Account Total	504.47
	Maintenance Contracts					
	AAA PEST PROS	00001	899674	280320	06/15/17	395.00
					Account Total	395.00
	Repair & Maint Supplies					
	FIRST CLASS DISTRIBUTION LLC	00001	899672	280320	06/15/17	597.00
					Account Total	597.00
					Department Total	<u>4,628.47</u>

County of Adams
Vendor Payment Report

<u>5011</u>	<u>PKS- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	DEEP ROCK WATER	00001	899243	279937	06/12/17	<u>24.99</u>
					Account Total	<u>24.99</u>
					Department Total	<u><u>24.99</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>
	Fair Expenses-General					
	SUMMIT VIEW SOLUTIONS LLC	00001	899401	280184	06/17/17	434.00
					Account Total	434.00
	Operating Supplies					
	ADMIT ONE PRODUCTS	00001	899240	279937	06/12/17	790.00
					Account Total	790.00
	Queen Pageant Expense					
	SIR SPEEDY	00001	899903	280625	06/20/17	276.00
					Account Total	276.00
	Regional Park Rentals					
	ARIAS JUAN	00001	899241	279937	06/12/17	500.00
	BEHR CHARLOTTE	00001	899371	280172	06/14/17	75.00
	CAMPO JESUS	00001	899372	280172	06/14/17	75.00
	DESJARDINS MIKE	00001	899373	280172	06/14/17	75.00
	DIAZ MAYRA	00001	899374	280172	06/14/17	75.00
	FAULKNER SARAH	00001	899375	280172	06/14/17	400.00
	FORD JD	00001	899244	279937	06/12/17	500.00
	JORDAN CIRCUS	00001	899246	279937	06/12/17	1,000.00
	L L JOHNSON DIST	00001	899245	279937	06/12/17	100.00
	LEE MARIA	00001	899376	280172	06/14/17	75.00
	PAULEY, DONNA	00001	899377	280172	06/14/17	75.00
	ROMERO SANDRA	00001	899378	280172	06/14/17	75.00
	VALLES SELENE	00001	899379	280172	06/14/17	400.00
	VILLALOBOS CLAUDIA	00001	899380	280172	06/14/17	75.00
					Account Total	3,500.00
	Security Service					
	ALLIED UNIVERSAL SECURITY SERV	00001	899398	280183	06/14/17	428.64
	ALLIED UNIVERSAL SECURITY SERV	00001	899399	280183	06/14/17	1,793.92
					Account Total	2,222.56
	Special Events					
	BURLESON BRADY	00001	899242	279937	06/12/17	37.19
	RIVERDALE GOLF COURSE	00001	899902	280625	06/20/17	2,862.00
					Account Total	2,899.19
					Department Total	10,121.75

County of Adams
Vendor Payment Report

<u>5015</u>	<u>PKS- Grounds Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	CULLIGAN	00001	899343	280084	06/13/17	<u>267.55</u>
					Account Total	<u>267.55</u>
					Department Total	<u><u>267.55</u></u>

County of Adams
Vendor Payment Report

<u>5012</u>	<u>PKS- Regional Complex</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	CARLSON KURT A	00001	899342	280084	06/13/17	253.06
					Account Total	253.06
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	899799	280508	06/19/17	2,001.00
					Account Total	2,001.00
					Department Total	2,254.06

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	899247	279937	06/12/17	141.08
	XCEL ENERGY	00001	899348	280084	06/13/17	20.24
	XCEL ENERGY	00001	899349	280084	06/13/17	1,033.84
					Account Total	1,195.16
	Water/Sewer/Sanitation					
	DEEP ROCK WATER	00001	899344	280084	06/13/17	160.96
	REPUBLIC SERVICES #535	00001	899799	280508	06/19/17	130.00
					Account Total	290.96
					Department Total	1,486.12

County of Adams
Vendor Payment Report

<u>1082</u>	<u>PLN- Development Review</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Zoning & Subdivision					
	CARDILLO KATHRYN	00001	899250	279944	06/12/17	<u>1,000.00</u>
					Account Total	<u>1,000.00</u>
					Department Total	<u><u>1,000.00</u></u>

County of Adams
Vendor Payment Report

<u>8624</u>	<u>Retiree-Vision</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Self-Insurance Claims					
	VISION SERVICE PLAN-CONNECTICU	00019	899635	280308	06/15/17	<u>2,504.85</u>
					Account Total	<u>2,504.85</u>
					Department Total	<u><u>2,504.85</u></u>

County of Adams
Vendor Payment Report

13	Road & Bridge Fund	Fund	Voucher	Batch No	GL Date	Amount
Received not Vouchered Clrg						
	AMERICAN WEST CONSTRUCTION	00013	899791	280504	06/19/17	545,372.35
	AMERICAN WEST CONSTRUCTION	00013	899792	280504	06/19/17	237,453.24
	BRANNAN SAND & GRAVEL COMPANY	00013	899785	280504	06/19/17	102.50
	BRANNAN SAND & GRAVEL COMPANY	00013	899786	280504	06/19/17	82.00
	BRANNAN SAND & GRAVEL COMPANY	00013	899787	280504	06/19/17	164.00
	DREXEL BARRELL & CO	00013	899477	280189	06/14/17	1,225.45
	ENVIROTECH SERVICES INC	00013	899784	280504	06/19/17	38,438.63
	GGRG LLC	00013	900102	280856	06/22/17	1,142.00
	GOODLAND CONSTRUCTION	00013	899612	280218	06/14/17	1,782.50
	GOODLAND CONSTRUCTION	00013	899793	280504	06/19/17	12,012.25
	GRAINGER	00013	899783	280504	06/19/17	7,288.00
	ICON ENGINEERING INC	00013	899475	280189	06/14/17	5,842.55
	ICON ENGINEERING INC	00013	899476	280189	06/14/17	26,678.09
	J & A TRAFFIC PRODUCTS	00013	899788	280504	06/19/17	5,085.00
	J & A TRAFFIC PRODUCTS	00013	899789	280504	06/19/17	620.40
	J & A TRAFFIC PRODUCTS	00013	899789	280504	06/19/17	2,100.00
	METCALFE DEREK RICHARD	00013	900105	280856	06/22/17	210.00
	ROLLER INVESTMENT COMPANY LLC	00013	900103	280856	06/22/17	440.00
	SIMS FREDERIC M	00013	900104	280856	06/22/17	1,070.00
	STURGEON ELECTRIC CO	00013	899782	280504	06/19/17	10,826.09
	TANAS DMITRIY	00013	900106	280856	06/22/17	200.00
					Account Total	898,135.05
Retainages Payable						
	AMERICAN WEST CONSTRUCTION	00013	899791	280504	06/19/17	27,268.62-
	AMERICAN WEST CONSTRUCTION	00013	899792	280504	06/19/17	11,872.66-
	GOODLAND CONSTRUCTION	00013	899612	280218	06/14/17	89.13-
	GOODLAND CONSTRUCTION	00013	899793	280504	06/19/17	600.61-
					Account Total	39,831.02-
					Department Total	858,304.03

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>
	Family Friendly Fee					
	CONTRERAS ROSALES MAYNOR	00094	899220	279833	06/09/17	1.00
					Account Total	1.00
	State Surcharge					
	CONTRERAS ROSALES MAYNOR	00094	899220	279833	06/09/17	10.00
					Account Total	10.00
					Department Total	<u>11.00</u>

County of Adams
Vendor Payment Report

<u>2004</u>	<u>Sheriff Training</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	SAMS CLUB	00001	899221	279833	06/09/17	<u>73.32</u>
					Account Total	<u>73.32</u>
					Department Total	<u><u>73.32</u></u>

County of Adams
Vendor Payment Report

<u>3090</u>	<u>Storm Water Utility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Infrastruc Rep & Maint					
	BARTLETT & WEST INC	00001	899643	280308	06/15/17	75.00
					Account Total	75.00
					Department Total	75.00

County of Adams
Vendor Payment Report

<u>2008</u>	<u>SHF - Training Academy</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Special Events					
	SAMS CLUB	00001	899221	279833	06/09/17	<u>411.96</u>
					Account Total	<u>411.96</u>
					Department Total	<u><u>411.96</u></u>

County of Adams
Vendor Payment Report

<u>2011</u>	<u>SHF- Admin Services Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	SAMS CLUB	00001	899221	279833	06/09/17	5.82
	SAMS CLUB	00001	899221	279833	06/09/17	39.98
					Account Total	45.80
	Operating Supplies					
	SAMS CLUB	00001	899221	279833	06/09/17	125.20
	SAMS CLUB	00001	899221	279833	06/09/17	13.98
					Account Total	139.18
	Special Events					
	SAMS CLUB	00001	899221	279833	06/09/17	101.98
					Account Total	101.98
					Department Total	286.96

County of Adams
Vendor Payment Report

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Sheriff's Fees					
	BC SERVICES INC	00001	899224	279835	06/09/17	19.00
	CREDIT SERVICE COMPANY, INC	00001	899225	279835	06/09/17	19.00
	EZ MESSENGER	00001	899226	279835	06/09/17	19.00
	FRANCY LAW FIRM	00001	899227	279835	06/09/17	19.00
	HOLST AND BOETTCHER	00001	899228	279835	06/09/17	19.00
	HOLST AND BOETTCHER	00001	899229	279835	06/09/17	19.00
	JJL PROCESS CORP	00001	899230	279835	06/09/17	19.00
	LEACHMAN, MARK A	00001	899233	279835	06/09/17	19.00
	MACHOL & JOHANNES, LLC	00001	899231	279835	06/09/17	19.00
	MACHOL & JOHANNES, LLC	00001	899232	279835	06/09/17	19.00
	MACHOL & JOHANNES, LLC	00001	899234	279835	06/09/17	19.00
	MACHOL & JOHANNES, LLC	00001	899235	279835	06/09/17	19.00
	MOORE LAW GROUP APC	00001	899238	279835	06/09/17	19.00
	NELSON AND KENNARD	00001	899236	279835	06/09/17	19.00
	STENGER AND STENGER	00001	899237	279835	06/09/17	19.00
	TSCHETTER HAMRICK SULZER	00001	899239	279835	06/09/17	2,706.00
					Account Total	2,991.00
					Department Total	2,991.00

County of Adams
Vendor Payment Report

<u>2075</u>	<u>SHF- Commissary Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Licenses and Fees					
	DENVER MEDIA DESIGNS	00001	899209	279833	06/09/17	<u>34.99</u>
					Account Total	<u>34.99</u>
					Department Total	<u><u>34.99</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>
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	899211	279833	06/09/17	<u>30.34</u>
					Account Total	<u>30.34</u>
					Department Total	<u><u>30.34</u></u>

County of Adams
Vendor Payment Report

<u>2071</u>	<u>SHF- Detention Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Buildings					
	C & R ELECTRICAL CONTRACTORS I	00001	899667	280320	06/15/17	2,400.00
					Account Total	2,400.00
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	899211	279833	06/09/17	434.60
					Account Total	434.60
	Mileage Reimbursements					
	MCGREGOR CASSIE A	00001	899216	279833	06/09/17	37.45
					Account Total	37.45
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	899210	279833	06/09/17	25.59
					Account Total	25.59
	Uniforms & Cleaning					
	PRO FORCE LAW ENFORCEMENT	00001	899217	279833	06/09/17	808.51
	PRO FORCE LAW ENFORCEMENT	00001	899218	279833	06/09/17	552.86
					Account Total	1,361.37
					Department Total	4,259.01

County of Adams
Vendor Payment Report

<u>2010</u>	<u>SHF- MIS Unit</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Software					
	TRI TECH SOFTWARE SYSTEMS	00001	899223	279833	06/09/17	<u>2,238.92</u>
					Account Total	<u>2,238.92</u>
					Department Total	<u><u>2,238.92</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>
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	899211	279833	06/09/17	180.40
					Account Total	180.40
	Office Furniture					
	B C INTERIORS	00001	899208	279833	06/09/17	339.93
					Account Total	339.93
	Other Communications					
	LEXISNEXIS RISK SOLUTIONS	00001	899212	279833	06/09/17	97.85
					Account Total	97.85
					Department Total	<u>618.18</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>
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	899211	279833	06/09/17	4.92
					Account Total	4.92
	Other Professional Serv					
	SHRED IT USA LLC	00001	899222	279833	06/09/17	78.75
					Account Total	78.75
					Department Total	83.67

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>
	Maintenance Contracts					
	LIFE LOC INC	00001	899213	279833	06/09/17	104.00
	LIFE LOC INC	00001	899214	279833	06/09/17	104.00
	LIFE LOC INC	00001	899215	279833	06/09/17	104.00
					Account Total	<u>312.00</u>
	Traffic Fines					
	CONTRERAS ROSALES MAYNOR	00001	899220	279833	06/09/17	35.00
	RODGERS LYNN VERONICA	00001	899219	279833	06/09/17	2.00
					Account Total	<u>37.00</u>
					Department Total	<u><u>349.00</u></u>

County of Adams
Vendor Payment Report

<u>3031</u>	<u>Transportation Opers & Maint</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Community Events					
	BFI TOWER ROAD LANDFILL	00013	899658	280314	06/15/17	2,029.42
					Account Total	2,029.42
	Debris Removal					
	METECH RECYCLING	00013	899655	280314	06/15/17	1,086.78
	METECH RECYCLING	00013	899656	280314	06/15/17	327.60
					Account Total	1,414.38
	Dust Abatement					
	WAYNE A MITCHELL LLC	00013	899649	280314	06/15/17	2,511.00
					Account Total	2,511.00
	Education & Training					
	CDL COLLEGE	00013	899653	280314	06/15/17	1,500.00
					Account Total	1,500.00
	Erosion Control					
	NILEX INC	00013	899651	280314	06/15/17	3,499.00
					Account Total	3,499.00
	Operating Supplies					
	ENNIS PAINT INC	00013	899648	280314	06/15/17	2,235.00
	3M COMPANY	00013	899657	280314	06/15/17	43.22
					Account Total	2,278.22
	Other Professional Serv					
	DAVEY TREE EXPERT CO	00013	899650	280314	06/15/17	1,385.00
	GROUND ENGINEERING CONSULTANTS	00013	899652	280314	06/15/17	1,500.00
					Account Total	2,885.00
	Road Oil					
	COBITCO INC	00013	899644	280314	06/15/17	134.20
	COBITCO INC	00013	899645	280314	06/15/17	49.30
	COBITCO INC	00013	899646	280314	06/15/17	99.00
	COBITCO INC	00013	899647	280314	06/15/17	1,822.14
					Account Total	2,104.64
	Water/Sewer/Sanitation					
	PREMIER PORTABLES	00013	899654	280314	06/15/17	460.00
					Account Total	460.00

County of Adams
Vendor Payment Report

<u>3031</u>	<u>Transportation Opers & Maint</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
					Department Total	<u>18,681.66</u>

County of Adams
Vendor Payment Report

<u>9291</u>	<u>Veterans Service Office</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	SHEETZ ROBERT J	00001	899624	280220	06/14/17	99.51
					Account Total	99.51
	Operating Supplies					
	DATASPEC LLC	00001	899639	280308	06/15/17	225.00
					Account Total	225.00
					Department Total	324.51

County of Adams
Vendor Payment Report

<u>97800</u>	<u>Wagner-Peyser</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	JAMES TRUDY	00035	899389	280174	06/14/17	36.38
					Account Total	36.38
	Travel & Transportation					
	GLASSER NOELLE	00035	899370	280174	06/14/17	49.00
	MCBOAT GREG	00035	899382	280174	06/14/17	49.00
	PARRIOTT JOEL	00035	899545	280174	06/14/17	49.00
	POST REBECCA	00035	899384	280174	06/14/17	49.00
					Account Total	196.00
					Department Total	232.38

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					
	TRI COUNTY HEALTH DEPT	00025	900294	280983	06/23/17	<u>3,875.76</u>
					Account Total	<u>3,875.76</u>
					Department Total	<u><u>3,875.76</u></u>

County of Adams
Vendor Payment Report

<u>4400</u>	<u>Wastewater Treatment Plant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Laboratory Analysis					
	COLO ANALYTICAL LABORATORY	00044	899300	279963	06/12/17	60.00
	COLO ANALYTICAL LABORATORY	00044	899301	279963	06/12/17	26.00
	COLO ANALYTICAL LABORATORY	00044	899818	280524	06/17/17	119.00
	COLO ANALYTICAL LABORATORY	00044	899824	280524	06/19/17	57.00
					Account Total	262.00
					Department Total	262.00

County of Adams
Vendor Payment Report

<u>35</u>	<u>Workforce & Business Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg SCANNER ONE INC	00035	899754	280499	06/19/17	<u>7,732.30</u>
					Account Total	<u>7,732.30</u>
					Department Total	<u><u>7,732.30</u></u>

County of Adams
Vendor Payment Report

<u>99802</u>	<u>WIOAAD & DLW Shared Pgm Costs</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	GONZALEZ JEANETTE	00035	899381	280174	06/14/17	<u>49.00</u>
					Account Total	<u>49.00</u>
					Department Total	<u><u>49.00</u></u>

County of Adams
Vendor Payment Report

<u>97200</u>	<u>WIOA 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	899719	280334	06/15/17	<u>6,000.00</u>
					Account Total	<u>6,000.00</u>
					Department Total	<u><u>6,000.00</u></u>

County of Adams
Vendor Payment Report

<u>97730</u>	<u>WIOA DLW PROGRAM</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	RMWDA INC	00035	899388	280174	06/14/17	<u>168.48</u>
					Account Total	<u>168.48</u>
					Department Total	<u><u>168.48</u></u>

County of Adams
Vendor Payment Report

<u>97500</u>	<u>WIOA YOUTH OLDER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Supp Svcs-Incentives					
	DeLaO DARLENE	00035	899543	280174	06/14/17	100.00
	SOLIS CAMERON	00035	899386	280174	06/14/17	175.00
					Account Total	<u>275.00</u>
					Department Total	<u><u>275.00</u></u>

County of Adams
Vendor Payment Report

<u>99807</u>	<u>Youth Shared Prgrm Direct Cost</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	SCHAGER BRETT	00035	899385	280174	06/14/17	<u>49.00</u>
					Account Total	<u>49.00</u>
					Department Total	<u><u>49.00</u></u>

County of Adams
Vendor Payment Report

Grand Total 4,291,606.26

**MINUTES OF COMMISSIONERS' PROCEEDINGS FOR
TUESDAY, JUNE 27, 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 Moved by Charles "Chaz" Tedesco, seconded by Steve O'Dorisio, unanimously carried.

4. AWARDS AND PRESENTATIONS (09:08 AM)

A. 17-484 Proclamation Thanking the Volunteers of the Adams County Tax Preparation Program for Their Service

5. PUBLIC COMMENT (09:18 AM)

A. Citizen Communication

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

B. Elected Officials' Communication

6. CONSENT CALENDAR (09:19 AM)

A. 17-486 List of Expenditures Under the Dates of June 12-15, 2017

B. 17-491 Minutes of the Commissioners' Proceedings from June 20, 2017

C. 17-441 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. 17-443 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. 17-446 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. 17-447 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. 17-448 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. 17-449 Resolution Accepting a Special Warranty Deed from the City of Commerce City to

Adams County Conveying Property for Right-of-Way Purposes

- I. 17-450 Resolution Accepting a Warranty Deed from Phyllis Ermi and Frank J. Piroddi, Jr., to Adams County Conveying Property for Right-of-Way Purposes
 - J. 17-455 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. 17-459 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. 17-460 Resolution Accepting a Warranty Deed from Michael Fabrizio to Adams County Conveying Property for Right-of-Way Purposes
 - M. 17-461 Resolution Accepting Special Warranty Deeds Conveying Property to Adams County for the Lowell Boulevard Street Improvements - West 62nd Avenue to West 68th Avenue
 - N. 17-462 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. 17-464 Resolution Accepting a Warranty Deed from Randy L Barnes to Adams County Conveying Property for Right-of-Way Purposes
 - P. 17-465 Resolution Accepting Warranty Deeds from Jose A. B. Leroux and Lillian N. Leroux to Adams County Conveying Property for Right-of-Way Purposes
 - Q. 17-469 Resolution Appointing Lindsay Lierman as a Member to the Family Preservation Commission
 - R. 17-471 Resolution Appointing Mary Doran as a Member to the Family Preservation Commission
 - S. 17-472 Resolution Appointing Amelia Fan as a Member of the Family Preservation Commission
 - T. 17-473 Resolution Appointing Deborah Hunt as a Member of the Family Preservation Commission
 - U. 17-474 Resolution Appointing Brian Kenna as a Member of the Family Preservation Commission
 - V. 17-475 Resolution Appointing Lewis Ortiz as a Member to the Family Preservation Commission
 - W. 17-476 Resolution Appointing Ellen Sandoval as a Member to the Family Preservation Commission
 - X. 17-479 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. 17-480 Resolution Approving the Adams County Head Start Cost of Living Adjustment Supplemental Application
 - Z. 17-481 Resolution Approving a Lease & Management Agreement for the Willow Bay Property between the Trust for Public Land and Adams County
- Motion to Approve 6. CONSENT CALENDAR Moved by Mary Hodge, seconded by Erik Hansen, unanimously carried.**

7. NEW BUSINESS (09:19 AM)

A. COUNTY MANAGER (09:20 AM)

- 1. 17-444 Resolution Approving the Adams County 2017 Annual Action Plan (09:20 AM)
Motion to Approve 1. 17-444 Resolution Approving the Adams County 2017 Annual Action Plan Moved by Steve O'Dorisio, seconded by Charles "Chaz" Tedesco, unanimously carried.
- 2. 17-202 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 (09:22 AM)

Motion to Approve 2. 17-202 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 Moved by Charles "Chaz" Tedesco, seconded by Erik Hansen, unanimously carried.

3. 17-426 Resolution Approving Amendment Three to an Agreement between Adams County and Granicus, Inc., for the Renewal of a Legislative Management Services Software System (09:25 AM)

Motion to Approve 3. 17-426 Resolution Approving Amendment Three to an Agreement between Adams County and Granicus, Inc., for the Renewal of a Legislative Management Services Software System Moved by Mary Hodge, seconded by Steve O'Dorisio, unanimously carried.

4. 17-470 Resolution Approving an Agreement with Intellectual Technology Inc., for Self Service Kiosks for the Motor Vehicle Department (09:26 AM)

Motion to Approve 4. 17-470 Resolution Approving an Agreement with Intellectual Technology Inc., for Self Service Kiosks for the Motor Vehicle Department Moved by Erik Hansen, seconded by Steve O'Dorisio, unanimously carried.

5. 17-453 Resolution Approving Agreement between Adams County and W.L. Contractors, Inc., to Provide Traffic Signal Maintenance and Emergency Repair Services (09:30 AM)

Motion to Approve 5. 17-453 Resolution Approving Agreement between Adams County and W.L. Contractors, Inc., to Provide Traffic Signal Maintenance and Emergency Repair Services Moved by Mary Hodge, seconded by Charles "Chaz" Tedesco, unanimously carried.

6. 17-399 Resolution Approving Task Order One between Adams County and Jviation, Inc., for Consultant and Engineering Services for the Front Range Airport Taxiway A7 Rehabilitation (09:32 AM)

Motion to Approve 6. 17-399 Resolution Approving Task Order One between Adams County and Jviation, Inc., for Consultant and Engineering Services for the Front Range Airport Taxiway A7 Rehabilitation Moved by Charles "Chaz" Tedesco, seconded by Mary Hodge, unanimously carried.

B. COUNTY ATTORNEY (09:34 AM)

8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Advising Negotiators Regarding Commerce City Urban Renewal Area (09:34 AM)

Motion to Approve 8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Advising Negotiators Regarding Commerce City Urban Renewal Area Moved by Charles "Chaz" Tedesco, seconded by Mary Hodge, unanimously carried.

9. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for the Purpose of Receiving Legal Advice Regarding Bargaining Policies (09:34 AM)

Motion to Approve 9. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for the Purpose of Receiving Legal Advice Regarding Bargaining Policies Moved by Steve O'Dorisio, seconded by Mary Hodge, unanimously carried.

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 (09:35 AM)

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

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

Motion to Approve Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for the Purpose of Receiving Legal Advice Regarding Oil and Gas Moved by Steve O'Dorisio, seconded by Charles "Chaz" Tedesco, unanimously carried.

11.ADJOURNMENT (09:36 AM)

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 11, 2017
SUBJECT: Final Acceptance for the Public Improvements at the Bartley Subdivision, Phase III, 162 nd Dr. and Newark Street.
FROM: Jeffery A. 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 Approve a resolution granting Final Acceptance of the public improvements at the Bartley Subdivision, Phase III, (Case No. PLT2005-00048).

BACKGROUND:

The Bartley Subdivision, Phase III, is generally located at 162nd Drive and Newark Street in unincorporated Adams County as indicated by the attached map (Exhibit A). The public improvements were granted Preliminary Acceptance on June 30, 2016. These public improvements have satisfactorily completed the guarantee period. Bond No. 016065039 has been placed as collateral in the amount of \$498,974.00 and will need to be released as part of this Final Acceptance.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works
Adams County Community and Economic Development Department
Adams County Attorney's Office

ATTACHED DOCUMENTS:

Resolution
Resolution Dated January 23, 2006
Resolution No. 2015-399
Exhibit A

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION FOR FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED AT THE BARTLEY SUBDIVISION, PHASE III, CASE NO. PLT2005-00048

WHEREAS, the required public street improvements have been constructed at the BARTLEY SUBDIVISION, PHASE III, Case No. PLT2005-00048, in accordance with the approved construction drawings; and,

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

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

WHEREAS, Adams County Public Works recommends Final Acceptance of the public improvements constructed at the BARTLEY SUBDIVISION, PHASE III; and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, and the approved subdivision improvements agreement as approved by resolution dated January 23, 2006, and resolution number 2015-399, the posted collateral as noted in Bond No. 016065039 for the amount of \$498,974.00 will be released as part of this Final Acceptance.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the public improvements constructed at the BARTLEY SUBDIVISION, PHASE III, be and hereby are accepted and approved in accordance with the provisions of the Adams County Development Standards and Regulations.

STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Administration Building in Brighton, Colorado on the 23rd day of January, 2006 there were present:

Alice J. Nichol _____	Chairman
W.R. "Skip" Fischer _____	Commissioner
Larry W. Pace _____	Commissioner
James D. Robinson _____	County Attorney
Kristen Hood, Deputy _____	Clerk of the Board

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

FINAL PLAT DECISION – BARTLEY SUBDIVISION, CASE #PLT2005-00048

WHEREAS, on the 23RD day of January, 2006, the Adams County Board of County Commissioners approved the final plat application for BARTLEY SUBDIVISION, Case #PLT2005-00048, submitted by Todd Creek Village, LLC; and,

WHEREAS, this case involved an application for a Major Subdivision (Final Plat) to create 172 residential estate lots on 283.8 acres in the Todd Creek Village Preliminary PUD, on the following described property:

LEGAL DESCRIPTION:

A part of the South ½ of Section 2, Township 1 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado, more particularly described as follows:

Commencing at the SW Corner of said Section 2; Thence N00°43'13"W along the West Line of the SW ¼ of Section 2 a distance of 140.00 feet to the Point of Beginning; Thence N00°43'13"W along said West Line a distance of 2500.00 feet to the West ¼ Corner of Section 2; Thence N88°26'59"E along the North Line of the South ½ of said Section 2 a distance of 5298.37 feet to the East ¼ Corner of Section 2; Thence S00°06'41"W along the East Line of the SE ¼ of said Section 2 a distance of 1230.94 feet to the northerly line of TIERRA FUERTE ESTATES; Thence the following three courses along the northerly and westerly lines of said TIERRA FUERTE ESTATES:

1. N89°53'19"W a distance of 300.00 Feet;
2. S00°06'41"W a distance of 475.00 feet;
3. S11°48'41"W a distance of 784.03 feet to the northerly right-of-way line of State Highway No. 7

Thence the following four courses along said northerly line:

1. N85°49'50"W a distance of 62.65 feet;
2. S85°38'10"W a distance of 100.00 feet;
3. S78°40'55"W a distance of 82.60 feet;
4. S85°54'25"W a distance of 961.65 feet to the easterly line of that Exemption Survey recorded in Book 5630 at Page 380;

Thence the following five courses along the perimeter of said Exemption Survey:

1. N04°05'35"W a distance of 400.00 feet;
2. S 85°54'25"W a distance of 251.65 feet;
3. Along the arc of a curve to the right whose radius point bears N04°05'35"W, having a radius of 182.86 feet, a central angle of 62°03'27" and an arc length of 198.06 feet;
4. S87°32'47" a distance of 521.43 feet;
5. S00°18'03"E a distance of 473.03 feet;

Thence the following two courses along a line 20.00 feet north of and parallel to (as measured at right angles) the northerly right-of-way line of State Highway No. 7:

1. S88°37'01"W a distance of 1359.60 feet to the NE corner of that permanent CDOT easement recorded in Book 1370 at Page 382;
2. S88°37'01"W along the northerly line of said permanent CDOT easement a distance of 1023.55 feet;

Thence continuing along said northerly line of the permanent CDOT easement the following two courses:

1. N88°31'14"W a distance of 200.31 feet;
2. S88°38'17"W a distance of 50.04 feet to the Point of Beginning.

Contains an area of 12,362,442 square feet, or 283.803 Acres, more or less.

APPROXIMATE LOCATION:

Northeast Corner of State Highway 7 and Havana Street

WHEREAS, Case #PLT2005-00048 was approved by the Board of County Commissioners on May 9, 2004 which was a request for a Major Subdivision (Preliminary Plat) to create 163 residential estate lots on 202.85 acres in the Todd Creek Village Preliminary PUD, and,

WHEREAS, substantial testimony was presented by members of the public and the applicant.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that based upon the evidence presented at the hearing and the recommendations of the Department of Planning and Development, the application in this case and the final plat of BARTLEY SUBDIVISION be hereby **APPROVED**.

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

Nichol	_____	Aye
Fischer	_____	Aye
Pace	_____	Aye
Commissioners		

STATE OF COLORADO)
County of Adams)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 23rd day of January, A.D. 2006.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Carol Snyder:



By:



Deputy

10505 Havana St.
Brighton, CO 80601

It was moved by Commissioner Pace, seconded by Commissioner Fischer, that the foregoing resolution be approved. Roll Call: Pace aye, Fischer aye, Nichol aye. Motion carried.

FINAL PLAT DECISION – BARTLEY SUBDIVISION, CASE #PLT2005-00048

WHEREAS, on the 23RD day of January, 2006, the Adams County Board of County Commissioners approved the final plat application for BARTLEY SUBDIVISION, Case #PLT2005-00048, submitted by Todd Creek Village, LLC; and,

WHEREAS, this case involved an application for a Major Subdivision (Final Plat) to create 172 residential estate lots on 283.8 acres in the Todd Creek Village Preliminary PUD, on the following described property:

LEGAL DESCRIPTION:

A part of the South $\frac{1}{2}$ of Section 2, Township 1 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado, more particularly described as follows:

Commencing at the SW Corner of said Section 2; Thence N004313W along the West Line of the SW $\frac{1}{4}$ of Section 2 a distance of 140.00 feet to the Point of Beginning; Thence N004313W along said West Line a distance of 2500.00 feet to the West $\frac{1}{4}$ Corner of Section 2; Thence N882659E along the North Line of the South $\frac{1}{2}$ of said Section 2 a distance of 5298.37 feet to the East $\frac{1}{4}$ Corner of Section 2; Thence S000641W along the East Line of the SE $\frac{1}{4}$ of said Section 2 a distance of 1230.94 feet to the northerly line of TIERRA FUERTE ESTATES; Thence the following three courses along the northerly and westerly lines of said TIERRA FUERTE ESTATES:

N895319W a distance of 300.00 Feet;

S000641W a distance of 475.00 feet;

S114841W a distance of 784.03 feet to the northerly right-of-way line of State Highway No. 7

Thence the following four courses along said northerly line:

N854950W a distance of 62.65 feet;

S853810W a distance of 100.00 feet;

S784055W a distance of 82.60 feet;

S855425W a distance of 961.65 feet to the easterly line of that Exemption Survey recorded in Book 5630 at Page 380;

Thence the following five courses along the perimeter of said Exemption Survey:

N040535W a distance of 400.00 feet;

S 855425 W a distance of 251.65 feet;

Along the arc of a curve to the right whose radius point bears N040535W, having a radius of 182.86 feet, a central angle of 620327 and an arc length of 198.06 feet;

S873247 a distance of 521.43 feet;

S001803E a distance of 473.03 feet;

Thence the following two courses along a line 20.00 feet north of and parallel to (as measured at right angles) the northerly right-of-way line of State Highway No. 7:

S883701W a distance of 1359.60 feet to the NE corner of that permanent CDOT easement recorded in Book 1370 at Page 382;

S883701W along the northerly line of said permanent CDOT easement a distance of 1023.55 feet;

Thence continuing along said northerly line of the permanent CDOT easement the following two courses:

N883114W a distance of 200.31 feet;

S883817W a distance of 50.04 feet to the Point of Beginning.

recommendations of the Department of Planning and Development, the application in this case and the final plat of BARTLEY SUBDIVISION be hereby **APPROVED**.

It was moved by Commissioner Pace, seconded by Commissioner Fischer, that the foregoing resolution be approved. Roll Call: Pace aye, Fischer aye, Nichol aye. Motion carried.

RESOLUTION AUTHORIZING ADAMS COUNTY TO ACCEPT A WARRANTY DEED FROM URBAN DRAINAGE AND FLOOD CONTROL DISTRICT ON A 28.8-ACRE PARCEL AND TO GRANT A MAINTENANCE ACCESS AND FLOWAGE EASEMENT TO URBAN DRAINAGE AND FLOOD CONTROL DISTRICT ON SAID 28.8-ACRE PARCEL

WHEREAS, the Urban Drainage and Flood Control District (“District”) owns a 28.8-acre parcel of land along the South Platte River more fully described as Parcel One in Exhibit A, a copy of which is attached hereto and incorporated herein by this reference; and,

WHEREAS, the District desires to transfer the ownership of the property to Adams County (“County”) and retain a maintenance access and flowage easement over said property; and,

WHEREAS, the County desires to accept a Warranty Deed from the District for said property for open space consistent with the implementation of the South Platte River Major Drainageway Plan in Adams County; and,

WHEREAS, the County desires to grant a maintenance access and flowage easement to the District for said property; and,

WHEREAS, obtaining the property and granting the maintenance access and flowage easement is in the best interests of the citizens of Adams County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Warranty Deed from Urban Drainage and Flood Control District for the 28.8-acre parcel, a copy of which is attached hereto, be accepted.

BE IT FURTHER RESOLVED that the grant of a maintenance access and flowage easement from Adams County to Urban Drainage and Flood Control District, a copy of which is attached hereto, is approved.

BE IT FURTHER RESOLVED that the Chairman is authorized to accept the warranty deed and execute said grant of easement on behalf of Adams County.

It was moved by Commissioner Pace, seconded by Commissioner Fischer, that the foregoing resolution be approved. Roll Call: Pace aye, Fischer aye, Nichol aye. Motion carried.

RESOLUTION APPROVING MEMORANDUM OF AGREEMENT WITH JOSE CHAVEZ RODRIGUEZ AND JUANA CHAVEZ FOR PROPERTY NECESSARY FOR THE EXPANSION OF ONEIDA STREET BETWEEN EAST 78TH AVENUE AND EAST 76TH AVENUE

WHEREAS, Adams County is in the process of acquiring right-of-way for the expansion of Oneida Street from East 78th Avenue to East 76th Avenue as part of the Dupont South Street and Storm Sewer Improvements Phase 2, Adams County Project No. – Dupont South – 03-4060.B (“Project”); and,

WHEREAS, Parcel SS-12 located in the Northeast Quarter of Section 32, Township 2 South,

Subdivision Pre-Construction Agenda
Bartley Subdivision, Phase No. 1
October 5, 2006

Communications:

- 1) Permit Specialist: **Carolyn Archuleta: 303-853-7141**
- 2) Project Inspector: **Manuel Cordova: 303-853-7113**
- 3) Construction Inspection Coordinator: **Vincent Junglas: 303-853-7122**
- 4) Construction Manager: **Sam Gomez: 303-853-7128**
- 5) Traffic Operations Superintendent: **Dale Arpin: 303-853-7129**
- 6) Public Works – Engineering: 12200 North Pecos St.: **303-453-8787**
- 7) Drainage Engineer/Storm Water Quality: **Kelly Hargadin: 303-453-8766**

Permits/Documentation:

- 1) Storm Water Management Plan/Permit required prior to obtaining construction permit.
- 2) Construction permits required for all work in Adams County right-of-way.
- 3) Approved street construction plans.
- 4) Approved drainage plans.
- 5) Approved traffic control plans.
- 6) Pavement thickness design.
- 7) Subdivision Improvement agreement/Collateral.
- 8) Any changes to the approved plans must be submitted in writing to Adams County Engineering for approval.

Project Requirements:

- 1) Contact Information
 - a) Owner
 - b) Developer
 - c) Contractor
 - d) Subcontractors (Earthwork, Pipe, Concrete, Paving)
 - e) Emergency Contact
- 2) Notification
 - a) Start date: _____ Estimated completion date: _____
 - b) 24 hours prior to needing inspection. 48 Hours for weekend inspections.
- 3) Hours of operation
 - a) Monday – Friday 8:00 am to 4:00 pm. (Exceptions with prior approval only)
- 4) Geotechnical/Material Testing
Copy of passing density tests required prior to placing base, concrete or asphalt.
Mail office copy of test results to project inspector.

- 5) Mix Designs and Material Certifications must be submitted for approval at least 5 business days prior to placement.
 - a) Base course
 - b) Asphalt
 - c) Concrete
 - d) Pipe, shop drawings, etc.
- 6) Each stage of construction requires approval before initiation of subsequent stages.
Example: Subgrade inspection, testing and proof-rolling before placement of base course or asphalt.
- 7) Contractor must prevent tracking mud onto adjacent roadways and repair any damage caused by construction activity. Must stop work immediately until corrected.
- 8) Utility coordination/relocation is the developer's responsibility.
- 9) Progress meetings.

Plan Review:

- 1) Scope of project.
- 2) Problems/concerns.

Preliminary Acceptance:

The Construction Management Section will not recommend the release of building permits for home construction until Preliminary Acceptance is granted.

Upon completion of construction the developer must submit and/or fulfill the following requirements:

- 1) Written request for Preliminary Acceptance.
- 2) Drainage Certification.
- 3) Survey Certification.
- 4) Transportation requirements. (Traffic signs)
- 5) Submit final statement of road construction costs.
- 6) Right-of-way/Easements.
- 7) Approved plat.

Upon completion of the above, a Preliminary Acceptance inspection will be performed. If the public improvements are found to be in satisfactory condition, or upon completion of required repairs, the Director of Public Works will grant Preliminary Acceptance formally beginning the guaranty period. Written notice of Preliminary Acceptance will be sent to the developer. It is the responsibility of the developer to maintain the public improvement for one year and until Final Acceptance is granted.

Final Acceptance Process:

- 1) Written request for Final Acceptance.
- 2) On-site inspection.
- 3) Complete repairs.
- 4) Construction Management submits resolution to County Attorney for review. Board of County Commissioners passes resolution accepting improvements for maintenance.
- 5) Written notification of Final Acceptance to the developer will formally end the guaranty period.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING SUBDIVISION IMPROVEMENTS AGREEMENT FOR
BARTLEY SUBDIVISION PHASE III

Resolution 2015-399

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

WHEREAS, the Developer desires to phase development of the Property in order to facilitate the overall development of the Property; and,

WHEREAS, on January 11, 2006, the public improvement construction plans were approved by Adams County Public Works Department to allow the Developer to begin construction of certain public improvements for street construction, dry utilities, storm drainage and other site improvements; and

WHEREAS, on April 22, 2013, the Board of County Commissioners, in Case No. PLT2005-00048, Bartley Subdivision Phase I, approved the final acceptance of public improvements for Phase I; and

WHEREAS, on June 10, 2014, the Board of County Commissioners, in Case No. PLT2005-00048, Bartley Subdivision Phase II, approved the final acceptance of public improvements for Phase II; and

WHEREAS, the Developer is requesting to start construction on Phase III of the Bartley Subdivision and has provided updated and approved construction plans for Phase III; and

WHEREAS, the Developer has provided collateral to meet the terms of the agreement; and,

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the Subdivision Improvements Agreement for Bartley Subdivision Phase III, Case No. PLT2005-00048.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, the Subdivision Improvements Agreement for Bartley Subdivision Phase III, a copy of which is attached hereto and incorporated herein by this reference, be approved.

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

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

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

STATE OF COLORADO)
County of Adams)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 8th day of September, A.D. 2015.

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

Stan Martin:



By:



Deputy

UNOFFICIAL

UNOFFICIAL

BARTLEY SUBDIVISION
Case No. PLT2005-00048

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and ELG Investors, LLC, a Colorado limited liability company, hereinafter called "Developer."

WITNESSETH:

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

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

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

1. **Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "B" attached hereto, and by this reference made a part hereof.

2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit "B" for approval by the County. Upon request the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs to the County.

3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit "B".

4. **Time for Completion.** Improvements shall be completed according to the terms of this agreement within "construction completion date" appearing in Exhibit "B". The County may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit "B". Any extension of time shall be in written form only.

5. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of \$ 498,974.00 including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the BoCC in accordance with section 5-02-06-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

No building permits may be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners, and the improvements described in Exhibit "B" have been preliminarily accepted by the BoCC.

6. **Acceptance and Maintenance of Public Improvements.** All improvements designated "public" on Exhibit "B" shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, shall become necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense. In the case of an emergency such written notice may be waived.

7. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit "A" attached hereto.

Development Agreement
ELG Investors, LLC
BARTLEY SUBDIVISION
Case No. PLT2005-00048

8. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

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

Public Improvements:

Completion of Phase III on-site improvements for the Bartley Subdivision shall include:

- Construction of East 161st Avenue, Newark Lane, Paris Way, Oakland Court, Newark Street, East 162nd Drive and Nome Street.
- Construction of temporary turnarounds per the approved Construction Plans for Paris Way and Nome Street.
- Construction of related drainage ways and culverts.

See Exhibit "B" for description, estimated quantities and estimated construction costs.

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

B. **Public dedication of land for right-of-way purposes or other public purpose.** Upon approval of this agreement by the Board of County Commissioners, the Developer hereby agrees to convey by warranty deed to the County of Adams the following described land for right-of-way or other public purposes:

- Roadway and drainage easements for the temporary cul-de-sacs located on Nome Street and Paris Way.

All remaining rights-of-way and associated land for other public purposes were dedicated and conveyed to the County by warranty deed with the recording of the Final Plat for the Bartley Subdivision as filed for record in the Office of the Adams County Clerk and Recorder in the State of Colorado on the 26th day of January, 2006.

The County agrees to vacate the roadway and drainage easements on Nome Street and Paris Way upon approval by the BoCC of a subdivision improvements agreement for the remaining public improvements within the Bartley Subdivision.

ELG Investors, LLC
Developer

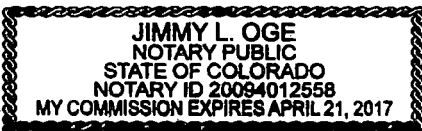
By: [Signature]
George R. Hanlon, Jr., Manager

The foregoing instrument was acknowledged before me this 19th day of August, 2015, by George R Hanlon, Jr.

My commission expires: 04/21/2017

Address: 10450 E 159th Court
Brighton CO 80602

[Signature]
Notary Public



Development Agreement
ELG Investors, LLC
BARTLEY SUBDIVISION
Case No. PLT2005-00048

APPROVED BY resolution at the meeting of the Adams County Board of Commissioners, this

01st day of ~~August~~, 2015.
September

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \$498,974.00. No Building Permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

UNOFFICIAL
ATTEST: BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk of the Board

[Signature]

Chairman

APPROVED AS TO FORM
COUNTY ATTORNEY

[Signature]

UNOFFICIAL

UNOFFICIAL

Development Agreement
ELG Investors, LLC
BARTLEY SUBDIVISION
Case No. PLT2005-00048

EXHIBIT A

Legal Description: BARTLEY SUBDIVISION:

A part of the South One-Half of Section 2, Township 1 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado, as recorded in the Clerk and Recorders Office of Adams

County at reception number 2006012600092280:

Phase III: See Phasing Diagram.

Block 6, Lots 21-24

Block 7, Lots 6-20

Block 8, Lots 1-19

Block 9, Lots 1-3 & 10, 11

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UNOFFICIAL

Development Agreement
 ELG Investors, LLC
 BARTLEY SUBDIVISION
 Case No. PLT2005-00048

EXHIBIT B

Public Improvements: Phase III

East 162nd Drive from Sta: 46+00 to 50+50
 Nome Street from Sta: 50+50 to 54+50
 East 161st Avenue from Sta: 60+50 to 88+00
 Paris Way from Sta: 2+00 to 11+50
 Newark Street, Oakland Court, Newark Lane

Description	Qty Type	Est. Qty	Est. Price	Est. Cost
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Storm Water and Drainage:

Earthwork for Roads	CY	15,000.00	1.20	\$ 18,000.00
Seeding for Roads at Disturbed Areas	AC	1.00	400.00	\$ 400.00
Seeding for Roadside Ditches	AC	2.23	400.00	\$ 892.00
Install Rock Check Dam	EA	30.00	25.00	\$ 750.00
Install Vehicle Tracking	EA	2.00	500.00	\$ 1,000.00
Drainage work related to Pond C	LS	1.00	6,782.47	\$ 6,782.47

E 162ND Drive and Nome Street:

Fine Grading for Roadway Improvements.	SY	2,300.00	1.10	\$ 2,530.00
Paving [4.5" inch] - 162nd Drive	SY	2,300.00	16.65	\$ 38,295.00
Rd. Base [6" inch] - 162nd Dr.	SY	2,300.00	3.85	\$ 8,855.00
Shoulder - 162nd Drive	SY	1,133.33	3.85	\$ 4,363.33
Street Signs	EA	2.00	500.00	\$ 1,000.00

E 161ST Avenue:

Fine Grading for Roadway Improvements.	SY	5,100.00	1.10	\$ 5,610.00
Paving [4.5" inch] - 161st Avenue	SY	5,100.00	16.65	\$ 84,915.00
Rd. Base [6" inch] - 161st Avenue	SY	5,100.00	3.85	\$ 19,635.00
Shoulder - 161st Avenue	SY	2,533.33	3.85	\$ 9,753.33
Street Signs	EA	1.00	500.00	\$ 500.00

Newark Street:

Fine Grading for Roadway Improvements.	SY	2,400.00	1.10	\$ 2,640.00
Paving [4.5" inch] - Newark Street	SY	2,400.00	16.65	\$ 39,960.00
Rd. Base [6" inch] - Newark Street	SY	2,400.00	3.85	\$ 9,240.00
Shoulder - Newark Street	SY	1,204.00	3.85	\$ 4,635.40
Newark Street Culvert w/ FES at Nome Street	LF	76.00	105.00	\$ 7,980.00
Rip Rap for Culverts	CY	9.00	50.00	\$ 450.00
Street Signs	EA	2.00	500.00	\$ 1,000.00

Development Agreement
 ELG Investors, LLC
 BARTLEY SUBDIVISION
 Case No. PLT2005-00048

EXHIBIT B
 (Continued)

Description	Qty Type	Est. Qty	Est. Price	Est. Cost
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Newark Lane:

Fine Grading for Roadway Improvements.	SY	1,100.00	1.10	\$ 1,210.00
Paving [4.5" inch] - Newark Lane	SY	1,100.00	16.65	\$ 18,315.00
Rd. Base [6" inch] - Newark Lane	SY	1,100.00	3.85	\$ 4,235.00
Shoulder - Newark Lane	SY	533.33	3.85	\$ 2,053.33
Street Signs	EA	2.00	500.00	\$ 1,000.00

Oakland Court:

Fine Grading for Roadway Improvements.	SY	1,300.00	1.10	\$ 1,430.00
Paving [4.5" inch] - Oakland Court	SY	1,300.00	16.65	\$ 21,645.00
Rd. Base [6" inch] - Oakland Court	SY	1,300.00	3.85	\$ 5,005.00
Shoulder - Oakland Court	SY	666.67	3.85	\$ 2,566.67
Oakland Court Culvert w/FES	LF	68.00	65.00	\$ 4,420.00
Rip Rap for Culverts	CY	9.00	50.00	\$ 450.00
Street Signs	EA	2.00	500.00	\$ 1,000.00

Paris Way:

Fine Grading for Roadway Improvements.	SY	2,500.00	1.10	\$ 2,750.00
Paving [4.5" inch] - Paris Way	SY	2,500.00	16.65	\$ 41,625.00
Rd. Base [6" inch] - Paris Way	SY	2,500.00	3.85	\$ 9,625.00
Shoulder - Paris Way	SY	1,266.67	3.85	\$ 4,876.67
Paris Way Culvert w/FES	LF	88.00	72.00	\$ 6,336.00
Rip Rap for Culverts	CY	9.00	50.00	\$ 450.00
Street Signs	EA	2.00	500.00	\$ 1,000.00

TOTAL PHASE III	\$ 399,179.20
20% Administration	\$ 79,835.84
5% Inflation for 1 year	\$ 19,958.96
TOTAL GUARANTEE - PHASE III	\$ 498,974.00

Construction Completion Date: December 2015

Initials or signature of Developer: _____



Exhibit A: Bartley Subdivision Phase 3



For display purposes only.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 11, 2017
SUBJECT: Adams County Education Consortium (ACEC) Contract
FROM: Raymond H. Gonzales
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 Approves an agreement between Adams County and Adams County Education Consortium for Professional Services.

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 (COSI) 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 Board of Adams County Commissioners identified Adams County Education Consortium (ACEC) as the Fiscal Agent. ACEC will be responsible for administering the Adams County Scholarship Fund and the COSI grant by working with the six (6) school districts in Adams County. ACEC will follow the guidelines outlined in the COSI grant and provide scholarship opportunities to eligible Adams County graduates.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Education Consortium

ATTACHED DOCUMENTS:

Resolution
Professional Services Agreement

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 AN AGREEMENT BETWEEN ADAMS COUNTY AND ADAMS COUNTY
EDUCATION CONSORTIUM FOR PROFESSIONAL SERVICES

WHEREAS, Adams County is seeking professional services to support and develop the Adams County Scholarship Fund through the Colorado Opportunity Scholarship Initiative; and,

WHEREAS, Adams County Education Consortium ("ACEC") agrees to perform these services in order to provide scholarships to low-income students, promote student support services, graduate students with less debt and provide a livable wage to students upon entering the workforce; and,

WHEREAS, ACEC shall provide the County with financial and program records on an annual basis during the course of the Scholarship Fund.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Professional Services Agreement between Adams County and Adams County Education Consortium in the amount of \$518,731 is hereby approved.

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

AGREEMENT BETWEEN ADAMS COUNTY AND ADAMS COUNTY EDUCATION CONSORTIUM FOR PROFESSIONAL SERVICES

This AGREEMENT is made and entered into as of this ____ day of _____, 2017, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Adams County Education Consortium, located 12200 Pecos Street, Suite 100, Westminster, CO 80234, hereinafter referred to as "ACEC". The County and ACEC may be collectively referred to herein as the "Parties". The County and ACEC for the consideration herein set forth, agree as follows:

1. SERVICES OF ACEC

- 1.1 ACEC shall provide services to the County in the support and development of the Adams County Scholarship Fund through the Colorado Opportunity Scholarship Initiative. The services provided by ACEC shall include the following:
- 1.2 ACEC will act as the fiscal agent for the County to administer the Colorado Opportunity Scholarship Initiative Grant.
- 1.3 ACEC will be solely responsible for complying with all state requirements in administering the grant.
 - 1.3.1 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.
 - 1.3.2 Funds may only be used for students attending Colorado public institutions of higher education.
 - 1.3.3 Funds may only be used for Colorado residents.
 - 1.3.4 ACEC shall ensure that funded projects maintain appropriate fiscal and program records and that fiscal audit of this program will be conducted by the ACEC as a part of its regular audits.
 - 1.3.5 ACEC will comply with any applicable state and federal rules and regulations governing the distribution of scholarships.

2. RESPONSIBILITIES OF THE COUNTY

- 2.1 The County shall partner with ACEC to provide information as necessary or requested by ACEC to enable ACEC's performance under this agreement. The Deputy County Manager of External Services shall serve as the primary liaison to ACEC.

3. TERM

- 3.1 Term of agreement: The services to be performed by ACEC under this Agreement shall be commenced on the __ of __ 2017 and shall be terminated on the __ of ____ 2021, inclusive, unless previously terminated by either party pursuant to the provisions in Section 9.

4. PAYMENT AND FEE SCHEDULE

- 4.1 Payment and Fee Schedule: The County shall pay ACEC a total of Five Hundred Eighteen thousand and Seven hundred and thirty one dollars (\$518,731), of which twenty five thousand nine hundred thirty six dollars and fifty-five cents (\$25,936.55) will be used for the administrative costs associated with managing the grant. The remaining balance of four hundred ninety two thousand seven hundred and ninety four dollars and forty-five cents (\$492,794.45) will be used to award two-to-four (2-4) years scholarships.
- 4.2 Payment for the entire \$518,731 shall be made by County within thirty days of County receiving an invoice from ACEC.

- 4.3 The consideration set forth in Paragraph 4.1, above, shall constitute the total consideration paid by the County to ACEC for services provided and the expenditures incurred by ACEC in the performance of this Agreement.
- 4.4 If at any time this Agreement is terminated by either party pursuant to the provisions of Article 9 hereof, any unspent funds shall be returned to the County within ten (10) days of said termination.
- 4.5 ACEC acknowledges and agrees that any monies not encumbered or benefits not used in the direct furtherance of the purposes of this Agreement at the end of the term set forth shall no longer be available to ACEC except by further written agreement. Unless a subsequent agreement with the County is reached, any County funds not used in the furtherance of this Agreement shall be returned to the County on or before sixty (6) days after the expiration of this Agreement.
5. INDEPENDENT CONTRACTOR In providing services under this Agreement, ACEC acts as an independent contractor and not as an employee of the County. ACEC shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of ACEC shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. ACEC, 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, ACEC understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. ACEC further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.
6. NONDISCRIMINATION:
- 6.1 ACEC shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. ACEC agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.
- 6.1.1 ACEC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
7. INDEMNIFICATION: ACEC agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the ACEC's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
8. INSURANCE: ACEC agrees to maintain insurance of the following types and amounts:
- 8.1 Commercial General Liability Insurance: to include products liability, completed operations,

contractual, broad form property damage and personal injury.

- i. Each Occurrence: \$1,000,000
- ii. General Aggregate: \$2,000,000

8.2 Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1 Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2 Personal Injury Protection: Per Colorado Statutes

8.3 Workers' Compensation Insurance: Per Colorado Statutes

8.4 Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1 Each Occurrence: \$1,000,000

8.4.2 This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5 Adams County as "Additional Insured": ACEC's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1 Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of ACEC.

8.5.2 The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3 Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of ACEC.

8.6 Licensed Insurers: All insurers of ACEC must be licensed or approved to do business in the State of Colorado. Upon failure of ACEC to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of ACEC in obtaining and/or maintaining any required insurance shall not relieve ACEC from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of ACEC concerning indemnification.

8.7 Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8 Proof of Insurance: At any time during the term of this Agreement, the County may require ACEC to provide proof of the insurance coverage or policies required under this Agreement.

9 TERMINATION:

9.1 For Cause: If, through any cause, ACEC fails to fulfill its obligations under this Agreement in a timely and proper manner, or if ACEC violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to ACEC of such termination and specifying the effective date thereof.

9.2 For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, ACEC will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services ACEC was to perform under this Agreement, less payments previously made to ACEC under this Agreement.

10 MUTUAL UNDERSTANDINGS:

10.1 Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be in Adams County, Colorado.

10.2 Compliance with Laws: During the performance of this Agreement, ACEC agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. ACEC warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, ACEC expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

10.3 OSHA: ACEC shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

10.4 Record Retention: ACEC shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

10.5 Assign Ability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by ACEC without the prior written consent of the County.

10.6 Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

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

10.8 Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County
Contact: Raymond H. Gonzales
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton CO 80601
Phone: 720-523-6829
E-mail: rgonzales@adcogov.org

Department: Adams County Purchasing
Contact: Kim Roland
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6057
E-mail: kroland@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6116
E-mail: hmiller@adcogov.org

Contractor: Adams County Education Consortium
Contact: Chuck Gross
Address: 12200 Pecos Street, Suite 100
City, State, Zip: Westminster, CO 80234
Phone: 303-453-8515
E-mail: cgross@adamscountyed.com

10.9 Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

10.10 Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

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

11 COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended May 13, 2008, ACEC shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

11.1 ACEC shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

11.2 ACEC shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

11.3 ACEC shall not enter into a contract with a subcontractor that fails to certify to ACEC that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

11.4 At the time of signing this public contract for services, ACEC has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

11.5 ACEC shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

11.6 If ACEC obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, ACEC shall: notify the subcontractor and the County within three (3) days that ACEC has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that ACEC shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

11.7 ACEC shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

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

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

Board of County Commissioners

Chairman

Date

Adams County Education Consortium

Signature

Date

Printed Name

Title

Attest:

Stan Martin, Clerk and Recorder

Deputy Clerk

Approved as to Form:

Adams County Attorney's Office



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 11, 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 approves 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.

Adams County Retirement Board
Brent Voge

Term Expires
January 31, 2021

Front Range Airport Advisory Board
Raymond Gonzales

Term Expires
January 31, 2018

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 RAYMOND GONZALES TO THE FRONT RANGE AIRPORT
ADVISORY BOARD

WHEREAS, a vacancy currently exists for a member for the Front Range Airport Advisory Board; and,

WHEREAS, Raymond Gonzales has expressed an interest in serving on the Front Range Airport Advisory Board; and,

WHEREAS, the Board of County Commissioners selected Raymond Gonzales to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Raymond Gonzales shall be appointed as a member of the Front Range Airport Advisory Board for the term as listed below:

Raymond Gonzales

Term Expires
January 31, 2018



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 11, 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 approves 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.

Adams County Retirement Board
Brent Voge

Term Expires
January 31, 2021

Front Range Airport Advisory Board
Raymond Gonzales

Term Expires
January 31, 2018

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 BRENT VOGUE TO THE ADAMS COUNTY RETIREMENT
BOARD

WHEREAS, a vacancy currently exists for a member for the Adams County Retirement Board;
and,

WHEREAS, Brent Voge has expressed an interest in serving on the Adams County Retirement
Board; and,

WHEREAS, the Board of County Commissioners selected Brent Voge to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of
Adams, State of Colorado, that Brent Voge shall be appointed as a member of the Adams County
Retirement Board for the term as listed below:

Brent Voge

Term Expires
January 31, 2021



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 11, 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 approves 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.

Workforce Development Board

William Dowling

Andy Shaw

Term Expires

July 11, 2019

July 11, 2020

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 WILLIAM DOWLING AS A MEMBER TO THE
WORKFORCE DEVELOPMENT BOARD

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

WHEREAS, William Dowling has expressed an interest in serving on the Workforce
Development Board; and,

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

WHEREAS, the Board of County Commissioners selected William Dowling to fill this vacancy.

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

William Dowling

Term Expires

July 11, 2019



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 11, 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 approves 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.

Workforce Development Board

William Dowling

Andy Shaw

Term Expires

July 11, 2019

July 11, 2020

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 ANDY SHAW AS A MEMBER TO THE WORKFORCE
DEVELOPMENT BOARD

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

WHEREAS, Andy Shaw has expressed an interest in serving on the Workforce Development
Board; and,

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

WHEREAS, the Board of County Commissioners selected Andy Shaw to fill this vacancy.

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

Term Expires

Andy Shaw

July 11, 2020



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 11, 2017
SUBJECT: Acceptance of Warranty Deed from Larry B Quintana & Connie D Quintana
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 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 A WARRANTY DEED FROM LARRY B QUINTANA
AND CONNIE D QUINTANA 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 Magnolia Street at 77th Place 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 Larry B Quintana and Connie D Quintana, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 20060120000074350.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Larry B Quintana and Connie D Quintana, a copy of which has been duly recorded, is hereby accepted by Adams County.



WARRANTY DEED

THIS DEED, dated this 4th day of February 2005, between **Larry B Quintana and Connie D Quintana**, 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 Magnolia Street at 77th Place.
also known by street and number as: Vacant Land
assessor's schedule or parcel number: part of 1721-32-1-13-002

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.

Larry B Quintana
Larry B Quintana

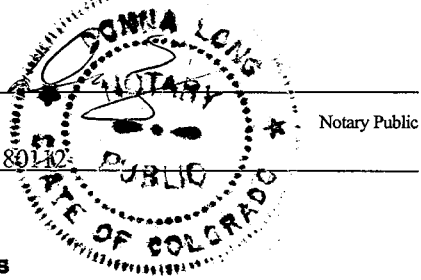
Connie D. Quintana
Connie D Quintana

STATE OF Colorado)
County of Adams) ss

The foregoing instrument was acknowledged before me this 4th day of February, 2005, by Larry B Quintana and Connie D Quintana.

Witness my hand and official seal.

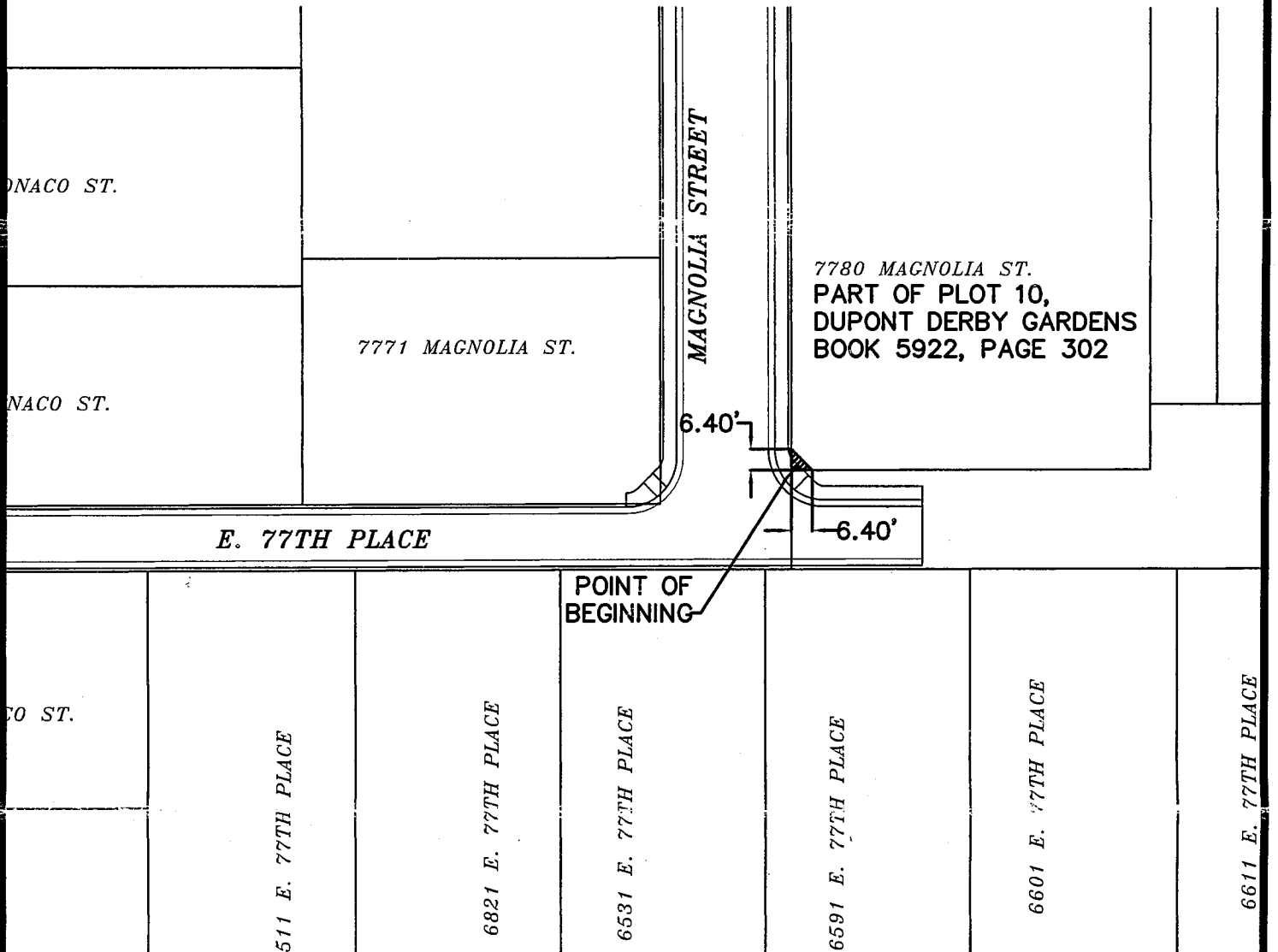
My commission expires: 4-13-2007



Robert J Hennessy Icon Engineering 8100 S Akron Street #300 Englewood CO 80142
Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)
After Recording, Please Mail To:
No. 932, Rev. 3-98. WARRANTY DEED (For Photographic Record)

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

EXHIBIT "A"

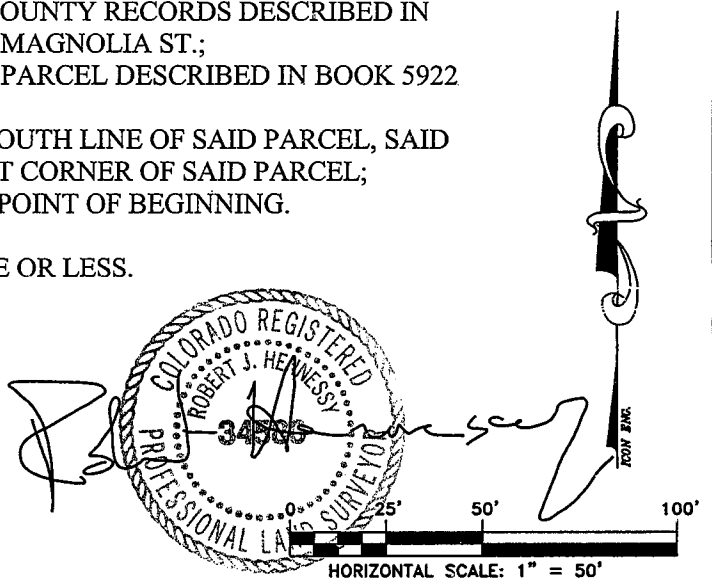


A PARCEL OF LAND LOCATED IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF PLOT 10, DUPONT DERBY GARDENS, BEGINNING AT THE SOUTHWEST CORNER OF THAT PARCEL OF LAND IN ADAMS COUNTY RECORDS DESCRIBED IN BOOK 5922, PAGE 302 AND ALSO KNOWN AS 7780 MAGNOLIA ST.; THENCE NORTH ALONG THE WEST LINE OF SAID PARCEL DESCRIBED IN BOOK 5922 ON PAGE 302, A DISTANCE OF 6.40 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF SAID PARCEL, SAID POINT LYING 6.40 FEET EAST OF THE SOUTHWEST CORNER OF SAID PARCEL; THENCE WEST A DISTANCE OF 6.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0004 ACRES OR 20.48 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:	7780 MAGNOLIA STREET	DOCUMENT NUMBER:	SS-07
CHECKED BY:	ICON ENGINEERING, INC. <small>8100 South Platte Street, Suite 300, Englewood, CO 80152 Phone (303) 221-0802 / 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:
REV: 01-27-04		ADAMS COUNTY, COLORADO			



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 11, 2017
SUBJECT: Acceptance of Warranty Deeds from Larry J. Cremeans and Kristy S. Cremeans
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 Deeds by resolution

BACKGROUND:

Adams County is acquiring property in conjunction with the extension of Columbine Street between East 68th Place and the I-270 Frontage Road, located in the Northwest Quarter of Section 1, Township 3 South, Range 68 West of the 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:

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

**RESOLUTION ACCEPTING WARRANTY DEEDS FROM LARRY J. CREMEANS
AND KRISTY S. CREMEANS TO ADAMS COUNTY CONVEYING PROPERTY FOR
RIGHT-OF-WAY PURPOSES**

WHEREAS, Adams County received Warranty Deeds in 2002 for a 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 Larry J. Cremeans and Kristy S. Cremeans, as recorded at the Adams County Clerk and Recorder's Office at Reception Numbers C1033261 and C1033262.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deeds received from Larry J. Cremeans and Kristy S. Cremeans, copies of which have been duly recorded, are hereby accepted by Adams County.

WARRANTY DEED

THIS DEED, dated this 30 day of September 2002, between
LARRY J. CREMEANS and KRISTY S. CREMEANS, 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):

4

WITNESS, that the grantor(s), for and in consideration of the sum of Six Thousand Two Hundred Seventy Nine Dollars and Seventy Eight/Hundredths (\$6,279.78) and other 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 Columbine Street south of East 68th Place.
also known by street and number as: Vacant Land
assessor's schedule or parcel number: part of 1825-01-2-08-007

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 2002 taxes due in 2003 which grantor agrees to pay. This property is being purchased under the threat of condemnation and other factors were included in the determination of the price in addition to fair market value.

The grantor(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.

Kristy Cremeans
Kristy S. Cremeans

Larry J. Cremeans
Larry J. Cremeans



STATE OF GA)
County Colo) ss

The foregoing instrument was acknowledged before me this 30 day of Sept., 2002, by Larry J. Cremeans and Kristy S. Cremeans.

My commission expires: 3/2/06

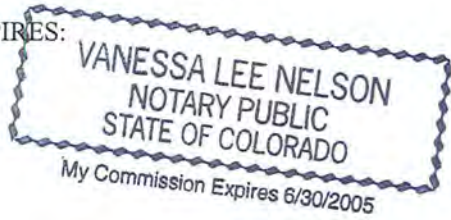
Witness my hand and official seal.
Carol Snyder
Notary Public

STATE OF COLORADO
COUNTY OF DENVER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 1ST DAY OF OCTOBER, 2002 BY LARRY J. CREMEANS.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES:



Vanessa Lee Nelson

Notary Public

**WARRANTY DEED
BETWEEN
LARRY J. CREMEANS AND KRISTY S. CREMEANS
AND
THE COUNTY OF ADAMS, STATE OF COLORADO
Sheet 1 of 2**

Page 1 of 1
Columbine Street
Parcel Number: 2

EXHIBIT "A"

PARCEL NUMBER: 2

DATE: 04/29/02

LEGAL DESCRIPTION

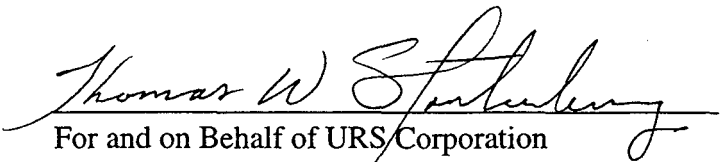
A tract or parcel of land No.2 of Adams County, Colorado, containing 2,522 square feet (0.06 acres), more or less, in the Northwest Quarter, of Section 1, Township 3 South, Range 68 West, of the Sixth Principal Meridian, said parcel also being situated in Lot 1, Block 4, of Gardeners Ditch Land Development Co. Subdivision, a plat of which is on file at File No. 17, Map 824, Reception No. CO382616, public records of 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 175.23 feet; Thence N89°54'45"E at a right angle to the last course, a distance of 341.14 feet, to the TRUE POINT OF BEGINNING;

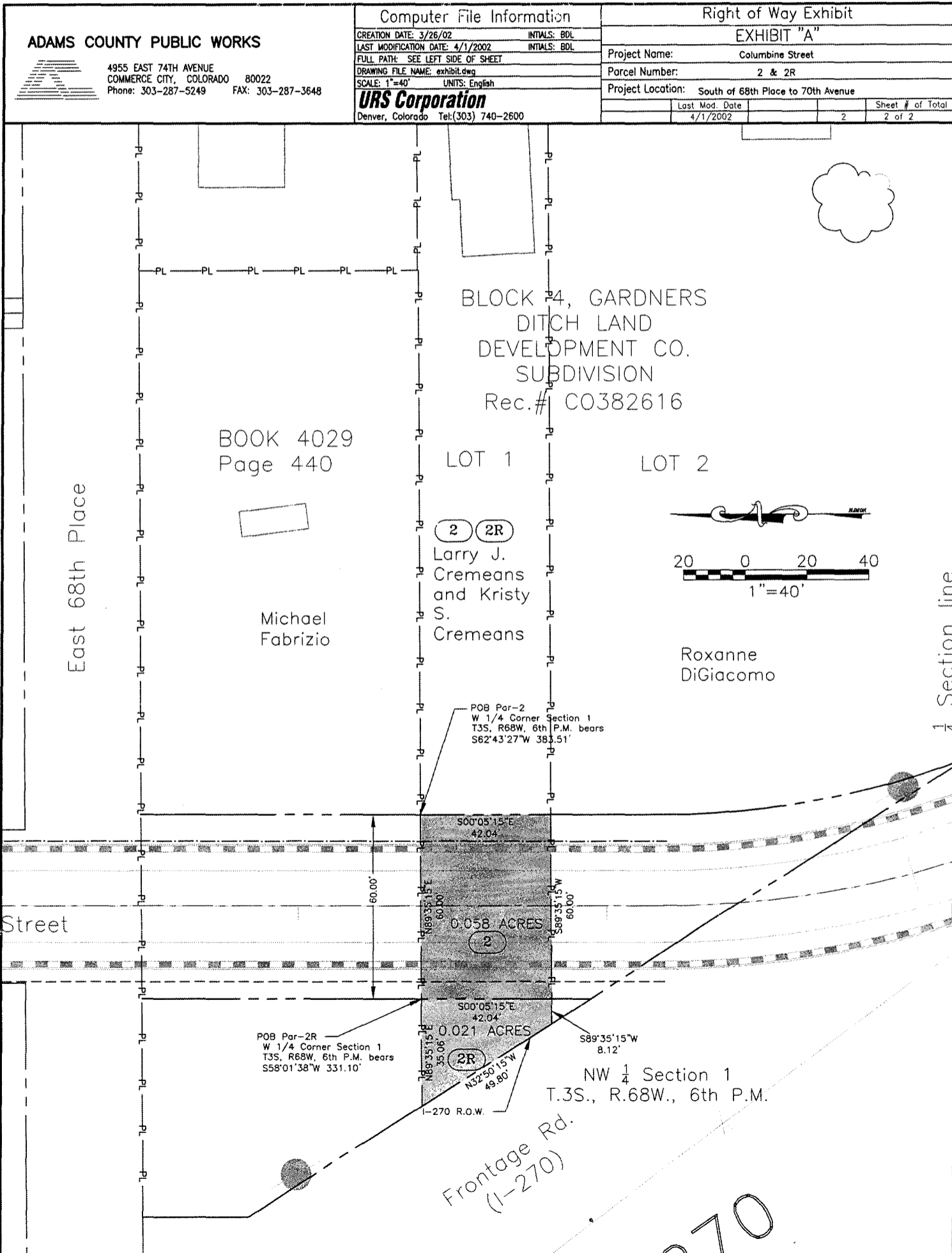
1. Thence S00°05'15"E, a distance of 42.04 feet;
2. Thence S89°35'15"W, a distance of 60.00 feet;
3. Thence N00°05'15"W, a distance of 42.04 feet to the North line of said Lot 1, Block 4, of said Subdivision;
4. Thence N89°35'15"E along said North line, a distance of 60.00 feet to the TRUE POINT OF BEGINNING.

The above described parcel contains 2,522 square feet (0.06 acres), more or less.

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


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

**WARRANTY DEED
BETWEEN
LARRY J. CREMEANS AND KRISTY S. CREMEANS
AND
THE COUNTY OF ADAMS, STATE OF COLORADO
Sheet 2 of 2**



270

WARRANTY DEED

THIS DEED, dated this 30 day of September 2002, between **LARRY J. CREMEANS and KRISTY S. CREMEANS**, 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):

4

WITNESS, that the grantor(s), for and in consideration of the sum of Two Thousand Two Hundred Sixty Dollars and Ninety Two/Hundredths (\$2,260.92) and other 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.

also known by street and number as: Vacant Land
assessor's schedule or parcel number: part of 1825-01-2-08-007

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 2002 taxes due in 2003 which grantor agrees to pay. This property is being purchased under the threat of condemnation and other factors were included in the determination of the price in addition to fair market value.

The grantor(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.

Kristy S. Cremeans
Kristy S. Cremeans

Larry J. Cremeans
Larry J. Cremeans

STATE OF GA)
County Coldo) ss

The foregoing instrument was acknowledged before me this 30 day of September, 2002, by Larry J. Cremeans and Kristy S. Cremeans.

Witness my hand and official seal.

My commission expires:

MY COMMISSION EXPIRES 3-2-06

Jay AOB



Notary Public

STATE OF COLORADO
COUNTY OF DENVER

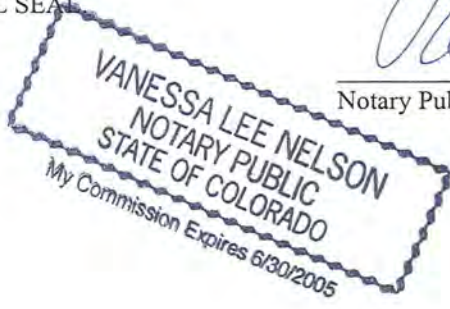
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 1ST DAY OF OCTOBER, 2002 BY LARRY J. CREMEANS.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES:



Notary Public



**WARRANTY DEED
BETWEEN
LARRY J. CREMEANS AND KRISTY S. CREMEANS
AND
THE COUNTY OF ADAMS, STATE OF COLORADO
Sheet 1 of 2**

Page 1 of 1
Columbine Street
Parcel Number: 2R

EXHIBIT "A"

PARCEL NUMBER: 2R
DATE: 04/29/02
LEGAL DESCRIPTION

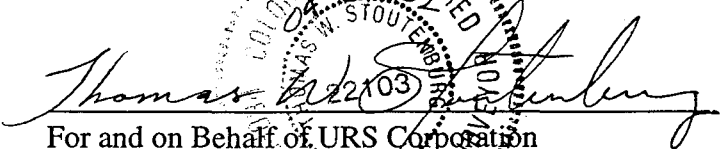
A tract or parcel of land No.2R of Adams County, Colorado, containing 908 square feet (0.02 acres), more or less, in the Northwest Quarter, of Section 1, Township 3 South, Range 68 West, of the Sixth Principal Meridian, said parcel also being situated in Lot 1, Block 4, of Gardeners Ditch Land Development Co. Subdivision, a plat of which is on file at File No. 17, Map 824, Reception No. CO382616, public records of 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 179.84 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;

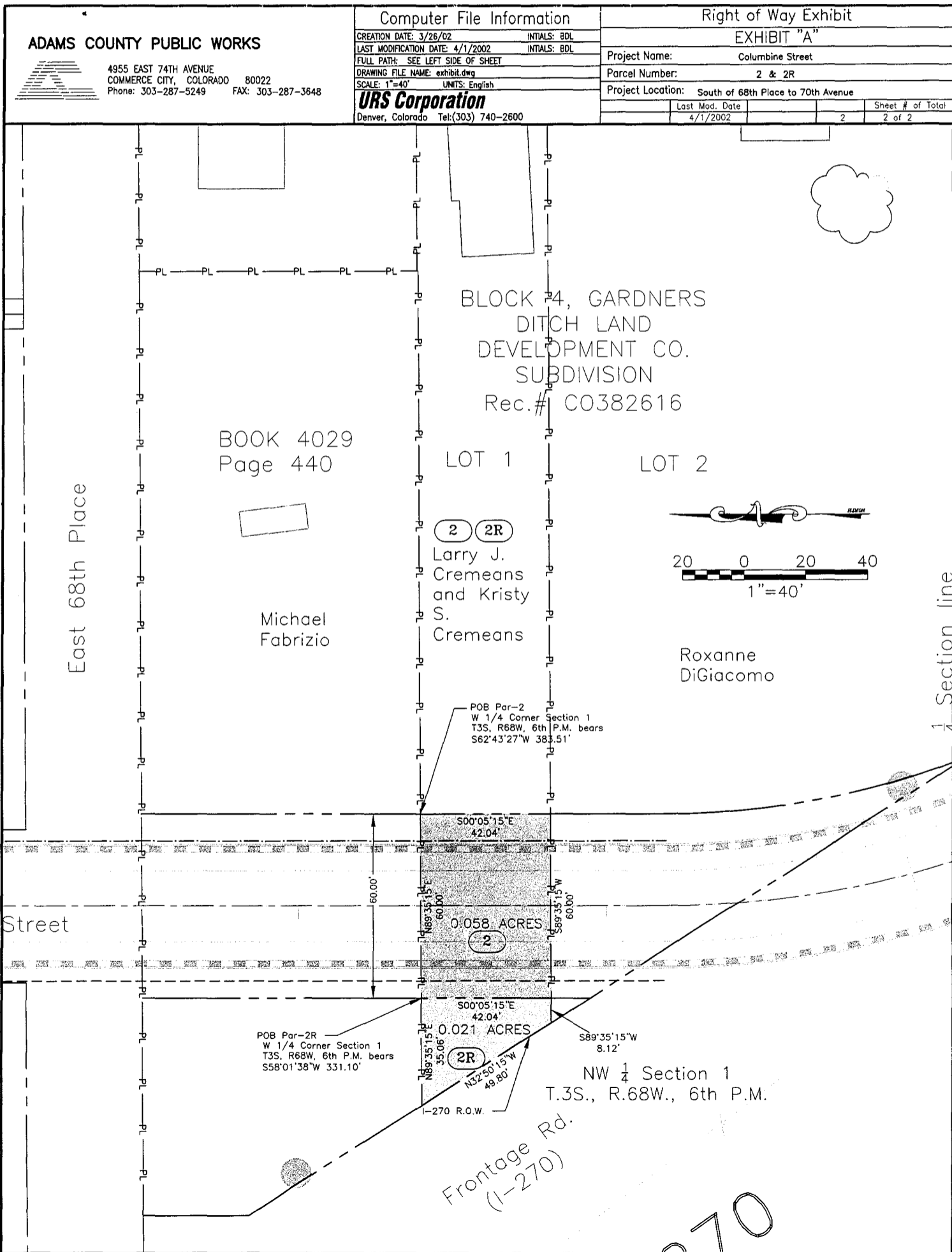
1. Thence S00°05'15"E, a distance of 42.04 feet;
2. Thence S89°35'15"W, a distance of 8.12 feet to the Northeasterly right of way of I-270 (April, 2002);
3. Thence N32°50'15"W along said Northeasterly right of way, a distance of 49.80 feet to the North line of said Lot 1, Block 4, of said Subdivision;
4. Thence N89°35'15"E along said North line, a distance of 35.06 feet to the TRUE POINT OF BEGINNING.

The above described parcel contains 908 square feet (0.02 acres), more or less.

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


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

**WARRANTY DEED
BETWEEN
LARRY J. CREMEANS AND KRISTY S. CREMEANS
AND
THE COUNTY OF ADAMS, STATE OF COLORADO
Sheet 2 of 2**



I:\PROJECTS\6844701_York_S\Task 01_York_S\CAD\ROW Documents

070



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 11, 2017
SUBJECT: Acceptance of Warranty Deed from Lee D. De Jongh and Cindy L. De Jongh
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 a building permit at 14445 Quail Run Road, located in the Southeast Quarter of Section 17, Township 1 South, Range 64 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:

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

**RESOLUTION ACCEPTING A WARRANTY DEED FROM LEE D. DE JONGH AND
CINDY L. DE JONGH TO ADAMS COUNTY CONVEYING PROPERTY FOR
RIGHT-OF-WAY PURPOSES**

WHEREAS, Adams County received a Warranty Deed in 2003 for a right-of-way dedication for East 144th Avenue and Quail Run Mile Road right-of-way in conjunction with a building permit at 14445 Quail Run Road, located in the Southeast Quarter of Section 17, Township 1 South, Range 64 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 Lee D. De Jongh and Cindy L. De Jongh, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 20050601000574380.

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

20050601000574380 Adams Co 1/2
06/01/2005 08:11 05AM \$.00
Carol Snyder, Clerk \$.00

WARRANTY DEED

THIS DEED, dated this 15th day of May, 2003, between
LEE D. DE JONGH and CINDY L. DE JONGH,
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:

The South 40.00 feet and the East 40.00 feet of that parcel of land described in the deed recorded in Reception No. C0865081 Adams County Clerk and Recorder being in the Southeast Quarter of Section 17, Township 1 South, Range 64 West of the 6th P.M. more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

2
1
2

Dedicated for East 144th Avenue and Quail Run Mile Road.
also known by street and number as: Vacant Land
assessor's schedule or parcel number: part of 1565-11-0-00-002

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 2003 taxes due in 2004 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.

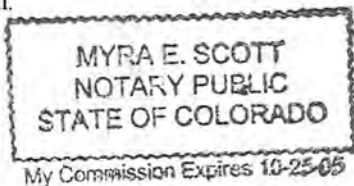
Cindy L. De Jongh
Cindy L. De Jongh

Lee D. De Jongh
Lee D. De Jongh

STATE OF Colo.)
County of Adams) ss

The foregoing instrument was acknowledged before me this 15th day of May, 2003, by Lee D. De Jongh and Cindy L. De Jongh.

My commission expires:



Witness my hand and official seal.

Myra E. Scott
Notary Public

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

EXHIBIT "A"
TO WARRANTY DEED
BETWEEN
LEE D. DE JONGH AND CINDY L. DE JONGH
AND
THE COUNTY OF ADAMS, STATE OF COLORADO

A parcel of land situate in the Southeast Quarter of Section 17, Township 1 South, Range 64 West of the 6th Principal Meridian, County of Adams, State of Colorado, described as follows:

Beginning at the Southeast Corner of the Southeast Quarter of said Section 17; thence N00°16'34"W along the East Line of the Southeast Quarter of said Section 17, with all bearings hereon relative thereto, a distance of 774.82 feet; thence N89°18'21"W a distance of 40.01 feet; thence S00°16'34"E parallel with and 40.00 feet west of the East Line of the Southeast Quarter of said Section 17 a distance of 734.80 feet; thence N89°17'12"W parallel with and 40.00 feet north of the South Line of the Southeast Quarter of said Section 17 a distance of 2608.56 feet to a point on the West Line of the Southeast Quarter of said Section 17; thence S00°22'03"E along the West Line of the Southeast Quarter of said Section 17 a distance of 40.01 feet to the Southwest Corner of the Southeast Quarter of said Section 17; thence S89°17'12"E along the South Line of the Southeast Quarter of said Section 17 a distance of 2648.50 feet to the True Point of Beginning.

Containing an area of 135,342 square feet or 3.11 acres more or less.

Legal description prepared by John P. Wolken, Adams County Public Works Department, 4955 East 74th Avenue, Commerce City, Colorado 80022, based on the legal description in the deed recorded in the Office of the Adams County Clerk and Recorder in Reception No. C0865081 and the description prepared by Michael E Anderson, PLS No. 14796, 13993 Hwy 144, Fort Morgan, Colorado 80701, as shown on the Land Survey Plat filed on the 13th day of March, 2002 in the Office of the Adams County Public Works Department in Book 1 at Page 1989.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 11, 2017
SUBJECT: Acceptance of Warranty Deeds for the Washington Street Improvements Project – Phase III
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 Deeds by resolution

BACKGROUND:

Adams County acquired property in conjunction with the Washington Street Improvements Project – Phase III between East 58th Avenue and State Highway 224, located in Sections 2, 3, 10, and 11, 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 WARRANTY DEEDS CONVEYING PROPERTY TO
ADAMS COUNTY FOR THE WASHINGTON STREET IMPROVEMENTS PROJECT –
PHASE III**

Resolution 2017-

WHEREAS, Adams County has completed the Washington Street Improvements Project – Phase III between East 58th Avenue and State Highway 224, located in Sections 2, 3, 10, and 11, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, in order to complete the project, Adams County acquired property interests from thirteen landowners; 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 for the Project from the following persons and as recorded at the Adams County Clerk and Recorder’s Office at the referenced Reception numbers:

PERSON OR ENTITY	RECEPTION No
6105 North Washington, LLC	2011000043622
Chart Inc.	20060928000979090
First Industrial, L.P.	20060509000475980
Garden Capital Merchandise Mart Inc.	2008000036662
June C. Spero	20060731000766830
JWBSK Investment Group, LLC	20060721000737420
Lee & Lee Properties, LLC	2006001003779
Norman B. Spitzer Marital Trust, Helen R. Spitzer, Personal Representative	20060907000903070
Palermo LLC	20060719000727360
Paul R. Charpentier Trust and Kathryn R. Charpentier Trust	20060731000766840
Ruth F. Spano	20060928000979070
Stacy R. Gordon and Jason W. Gamroth	20060928000979100
Steven C. Schmidt	20060717000714790

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deeds received from the persons enumerated above for the Washington Street Improvements Project, copies of which have been duly recorded, are hereby accepted by Adams County.

WARRANTY DEED

THIS DEED, dated this 1ST day of SEPTEMBER 2006,
between Norman B. Spitzer Marital Trust, Helen R. Spitzer, Personal
Representative of the County of Adams and State of Colorado,
grantor(s), and **THE COUNTY OF ADAMS, STATE OF
COLORADO**, whose legal address is 450 South 4th Avenue, Brighton,
Colorado 80601 of the said County of Adams and State of Colorado,
grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of **SEVEN HUNDRED AND
NO/100'S DOLLARS (\$700.00)** and other 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.

also known by street and number as: located at 6601 N. Washington Street

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 ensealing 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 and gas interests, if any, and except: 2006 property taxes due in 2007 and
items of record

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.

**GRANTOR: NORMAN B. SPITZER MARITAL TRUST,
HELEN R. SPITZER PERSONAL REPRESENTATIVE**

Helen R. Spitzer
Helen R. Spitzer, Personal Representative

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

The foregoing instrument was acknowledged before me in the County of DENVER, State of
Colorado, this 1ST day of SEPTEMBER, 2006, by Helen R. Spitzer, Personal Representative, Norman
B. Spitzer Marital Trust.

My commission expires:

WITNESS my hand and official seal.



Hervey R. Smith
Notary Public

After Recording, Please Mail To:

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

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
NORMAN B. SPITZER, TRUSTEE
AND

THE COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2

(WITHIN ADAMS COUNTY PARCEL #0182503401003)

LEGAL DESCRIPTION:


A PARCEL OF LAND DEDICATED AS RIGHT-OF-WAY BEING A PORTION OF PLOT 76, MAPLETON ADDITION, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 3, THENCE NORTH 00°02'13" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, WITH ALL BEARINGS HEREIN RELATIVE THERETO, A DISTANCE OF 40.00 FEET; THENCE SOUTH 89°46'29" WEST, A DISTANCE OF 50.00 FEET, TO THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED IN BOOK 1544 AT PAGE 8, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 89°46'29" WEST, ALONG THE SOUTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING 40.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 15.00 FEET; THENCE NORTH 44°54'21" EAST, A DISTANCE OF 21.26 FEET; THENCE SOUTH 00°02'13" WEST, ALONG THE EAST LINE OF SAID PARCEL, SAID LINE ALSO BEING 50.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 15.00 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 112.5 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, JOHN B. GUYTON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.


JOHN B. GUYTON P.L.S. 16406
PRESIDENT, FLATIIONS, INC.



FSI JOB NO. 03-43,300-26-ROW
DRAWN BY: K. CLIFFORD
SEPTEMBER 9, 2005

Flatirons, Inc. - Surveying & Engineering

5717 ARAPAHOE ROAD
BOULDER, CO 80303
PH: (303) 443-7001
FAX: (303) 443-9830
Established 1983



655 FOURTH AVENUE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
www.flatsurv.com

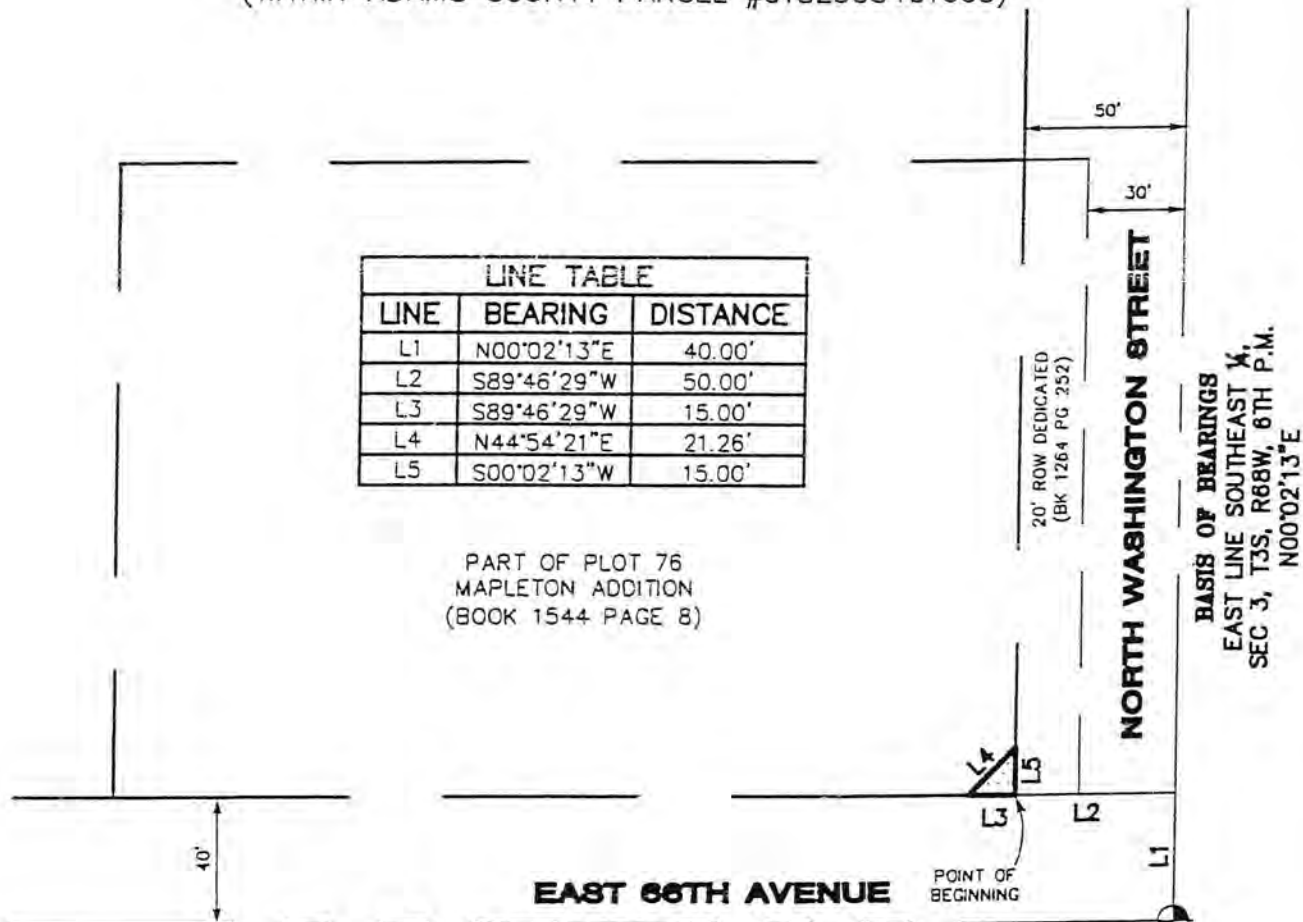
EXHIBIT "A"

TO WARRANTY DEED BETWEEN
NORMAN B. SPITZER, TRUSTEE
AND

THE COUNTY OF ADAMS, STATE OF COLORADO

SHEET 2 OF 2

(WITHIN ADAMS COUNTY PARCEL #0182503401003)



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°02'13"E	40.00'
L2	S89°46'29"W	50.00'
L3	S89°46'29"W	15.00'
L4	N44°54'21"E	21.26'
L5	S00°02'13"W	15.00'

PART OF PLOT 76
MAPLETON ADDITION
(BOOK 1544 PAGE 8)

SOUTH LINE NE 1/4, SE 1/4,
SEC 3, T3S, R68W, 6TH P.M.
N89°46'29"E

POINT OF COMMENCEMENT
SOUTHEAST CORNER NE 1/4, SE 1/4,
SECTION 3 TOWNSHIP 3 SOUTH,
R68W OF THE 6TH P.M.



GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft

THIS IS NOT A "LAND SURVEY PLAT" OR IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. THIS EXHIBIT IS INTENDED TO DEPICT THE ACCOMPANYING PARCEL DESCRIPTIONS. RECORD INFORMATION SHOWN HEREON IS BASED ON TITLE DOCUMENTS PROVIDED BY CLIENT.

FSI JOB NO. 03-43,300-26-ROW
DRAWN BY: K. CLIFFORD
SEPTEMBER 9, 2005

Flatirons, Inc. - Surveying & Engineering

5717 ARAPAHOE ROAD
BOULDER, CO 80303
PH: (303) 443-7001
FAX: (303) 443-9830
Established 1983



655 FOURTH AVENUE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
www.flatirons.com

WARRANTY DEED

THIS DEED, dated this 3 day of JULY, 2006, between PALERMO LLC, a Colorado limited liability company Palermo LLC, a Colorado limited liability company 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):

g-cu

WITNESS, that the grantor(s), for and in consideration of the sum of **TWO THOUSAND THREE HUNDRED NINETEEN AND NO/100'S DOLLARS (\$2,319.00)** and other 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.

also known by street and number as:
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 and gas interests, if any, and except: 2006 taxes due in 2007 and items of record

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.

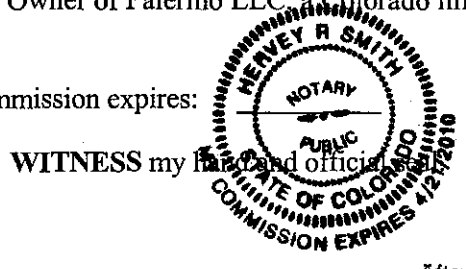
GRANTOR: Palermo LLC, a Colorado limited liability company

By: *John R. Palermo*
John R. Palermo, Manager
By: *Elsie M. Palermo*
Elsie M. Palermo, 44% Owner

STATE OF COLORADO)
 : ss
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me in the County of JEFFERSON, State of Colorado, this 3 day of JULY, 2006, by John R. Palermo as Manager and Elsie M. Palermo as 44% Owner of Palermo LLC, a Colorado limited liability company.

My commission expires:



Hervey R. Smith
Notary Public

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

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
PALERMO L.L.C. A COLORADO LIMITED LIABILITY COMPANY
AND
THE COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2
(WITHIN ADAMS COUNTY PARCEL #01825101018)

LEGAL DESCRIPTION:

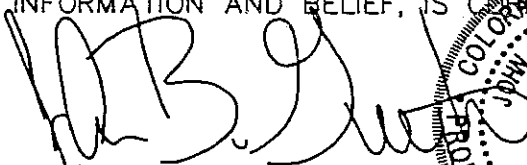
A PARCEL OF LAND DEDICATED AS RIGHT-OF-WAY BEING A PORTION OF BLOCK 1, PALERMO TRACT NO. 2, RECORDED IN FILE 14, MAP 628 AT THE ADAMS COUNTY CLERK & RECORDER, LOCATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

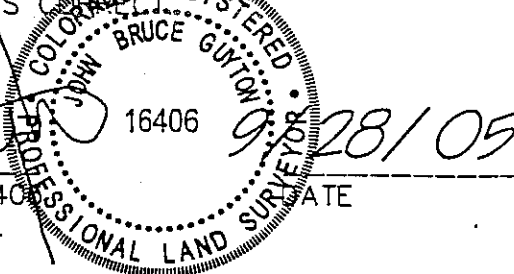
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 10, THENCE SOUTH 00°07'09" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, WITH ALL BEARINGS HEREIN RELATIVE THERETO, A DISTANCE OF 30.00 FEET; THENCE SOUTH 89°41'33" WEST, ALONG A LINE 30.00 FEET SOUTH OF AND PARALLEL WITH THE THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 10, A DISTANCE OF 50.00 FEET, TO THE NORTHEAST CORNER OF SAID BLOCK 1, PALERMO TRACT NO. 2, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 00°07'09' EAST, ALONG THE EAST LINE OF SAID BLOCK 1, A DISTANCE OF 27.00 FEET; THENCE NORTH 45°12'48" WEST, A DISTANCE OF 38.12 FEET; THENCE NORTH 89°41'33" EAST, ALONG THE NORTH LINE OF SAID BLOCK 1, SAID LINE BEING 30.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 27.00 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 364 SQUARE FEET OR 0.01 ACRE MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, JOHN B. GUYTON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.


JOHN B. GUYTON P.L.S. 16406
PRESIDENT, FLATIRONS, INC.



FSI JOB NO. 03-43,300-21-ROW
DRAWN BY: K. CLIFFORD
SEPTEMBER 19, 2005

Flatirons, Inc. - Surveying & Engineering

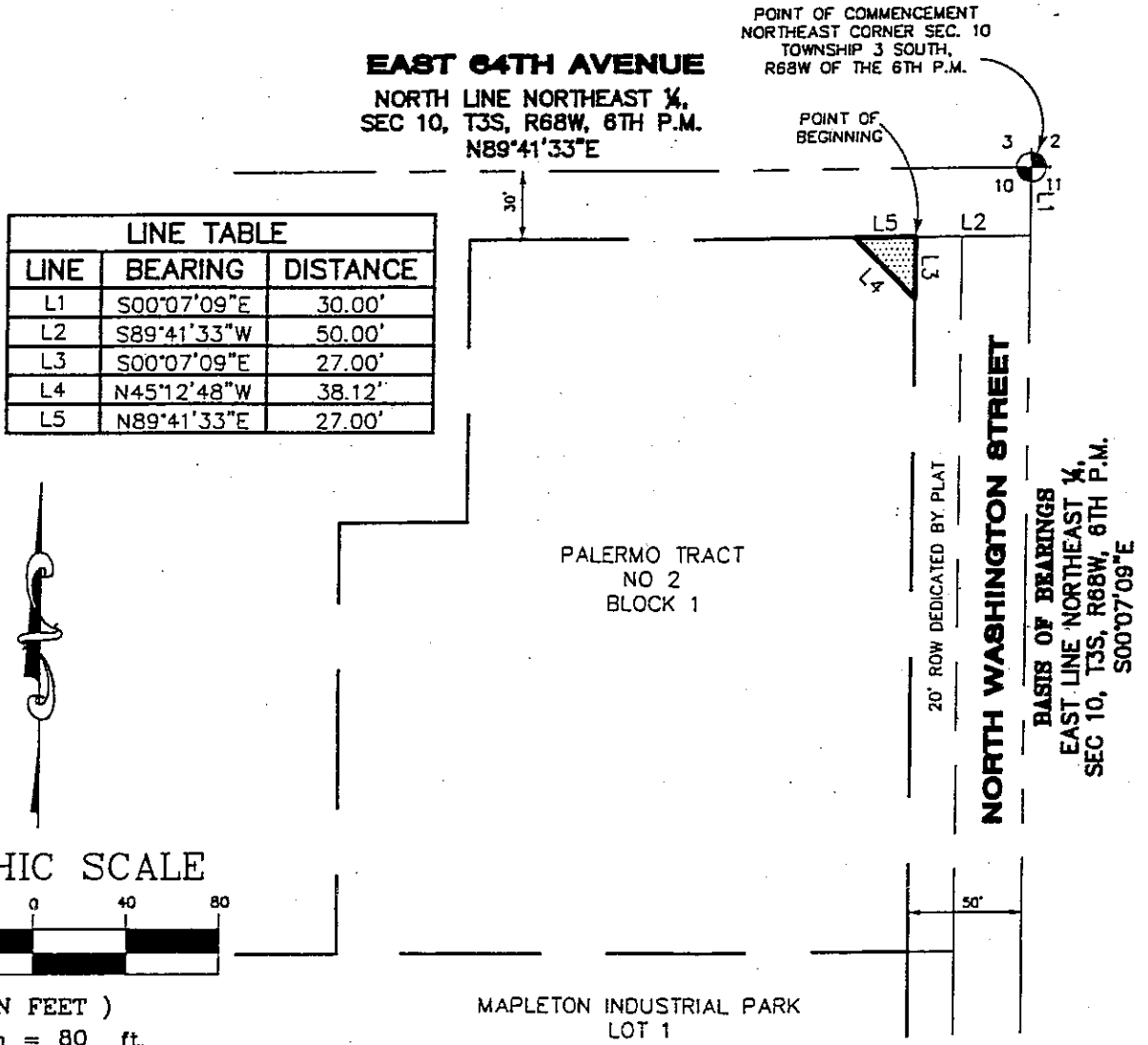
5717 ARAPAHOE ROAD
BOULDER, CO 80303
PH: (303) 443-7001
FAX: (303) 443-9830
Established 1983



655 FOURTH AVENUE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
www.flatirons.com

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
 PALERMO L.L.C. A COLORADO LIMITED LIABILITY COMPANY
 AND
 THE COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 2 OF 2
 (WITHIN ADAMS COUNTY PARCEL #0182510101018)



THIS IS NOT A "LAND SURVEY PLAT" OR IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. THIS EXHIBIT IS INTENDED TO DEPICT THE ACCOMPANYING PARCEL DESCRIPTIONS. RECORD INFORMATION SHOWN HEREON IS BASED ON TITLE DOCUMENTS PROVIDED BY CLIENT.

FSI JOB NO. 03-43,300-21-ROW
 DRAWN BY: K. CLIFFORD
 SEPTEMBER 19, 2005

Flatirons, Inc. - Surveying & Engineering

5717 ARAPAHOE ROAD
 BOULDER, CO 80303
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 FAX: (303) 443-9830
 Established 1983



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 LONGMONT, CO 80501
 PH: (303) 776-1733
 FAX: (303) 776-4355
 www.flatirons.com

NO REAL PROPERTY
TRANSFER DECLARATION
ACCOMPANIED THIS DOCUMENT

NO DOC FEE REQUIRED

20060731000766840 Adams Co 1/3
07/31/2006 01:38:56PM \$.00
Carol Snyder, Clerk \$.00

WARRANTY DEED

THIS DEED, dated this 21 day of JULY 2006,
between the PAUL R. CHARPENTIER TRUST, dated October 4,
2002 and the KATHRYN R. CHARPENTIER TRUST, dated
October 2, 2002 of the County of Adams and State of Colorado,
grantor(s), and THE COUNTY OF ADAMS, STATE OF
COLORADO, whose legal address is 450 South 4th Avenue, Brighton,
Colorado 80601 of the said County of Adams and State of Colorado,
grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of NINE THOUSAND SIX
HUNDRED SIXTY-EIGHT DOLLARS (\$9,668.00) and other 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.

also known by street and number as: **6711 Washington Street**

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 en sealing 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 and gas interests, if any, and except: 2006 real estate taxes due in 2007
and items of record

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.

GRANTOR(S): Paul R. Charpentier Trust dated October 4, 2002 and the Kathryn R. Charpentier
Trust dated October 2, 2002

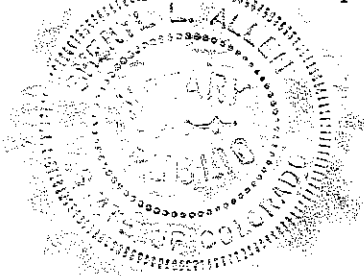
BY: Paul R. Charpentier
Paul R. Charpentier, trustee for the Paul R. Charpentier Trust dated October 4, 2002

BY: Kathryn R. Charpentier
Kathryn R. Charpentier, trustee for the Kathryn R. Charpentier Trust dated October 2, 2002

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this 21st day of July, 2006,
by Paul R. Charpentier as trustee for the Paul R. Charpentier Trust dated October 4, 2002 and Kathryn R.
Charpentier as trustee for the Kathryn R. Charpentier Trust dated October 4, 2002.

Witness my hand and official seal.
My commission expires: 07/05/07



Sheryl Lallen
Notary Public

After Recording, Please Mail To:

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

3
1
2

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
THE PAUL R. CHARPENTIER TRUST DATED OCTOBER 4, 2002 AND
THE KATHRYN R. CHARPENTIER TRUST DATED OCTOBER 4, 2002
AND
THE COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 2

(WITHIN ADAMS COUNTY PARCEL #0182503401012)

LEGAL DESCRIPTION:

A PARCEL OF LAND DEDICATED AS RIGHT-OF-WAY BEING A PORTION OF LOT 1, LEIGH SUBDIVISION RECORDED IN FILE 17, MAP 999 AT THE ADAMS COUNTY CLERK & RECORDER, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

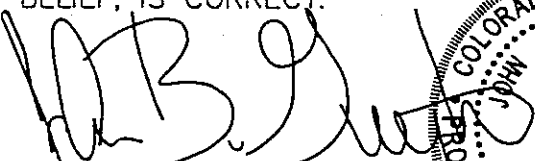
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 3, THENCE SOUTH 89°27'57" WEST, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF SAID LEIGH SUBDIVISION; THENCE SOUTH 37°09'13" WEST, ALONG THE NORTHERLY LINE OF SAID LEIGH SUBDIVISION, A DISTANCE OF 7.80 FEET; THENCE SOUTH 58°02'13" WEST, ALONG THE NORTHERLY LINE OF SAID LEIGH SUBDIVISION, A DISTANCE OF 6.51 FEET, TO THE NORTHEAST CORNER OF LOT 1, LEIGH SUBDIVISION, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 01°24'07" WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 410.13 FEET, TO THE SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE NORTH 00°02'13" EAST, ALONG A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 403.91 FEET; THENCE NORTH 58°02'13" EAST, ALONG THE NORTHERLY LINE OF SAID LEIGH SUBDIVISION, A DISTANCE OF 11.52 FEET, TO THE POINT OF BEGINNING.

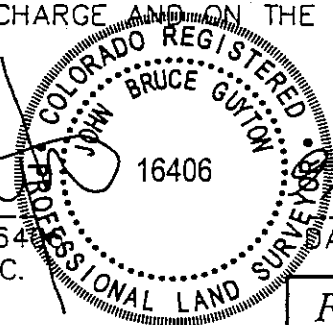
SAID PARCEL CONTAINING 1,973 SQUARE FEET OR 0.05 ACRES MORE OR LESS.

BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M. IS ASSUMED TO BEAR SOUTH 00°02'13" WEST.

SURVEYOR'S CERTIFICATE:

I, JOHN B. GUYTON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.


JOHN B. GUYTON P.L.S. 16406
PRESIDENT, FLATIRONS, INC.



FSI JOB NO. 03-43,300-29-ROW
DRAWN BY: K. CLIFFORD
SEPTEMBER 9, 2005

Flatirons, Inc. - Surveying & Engineering

5717 ARAPAHOE ROAD
BOULDER, CO 80303
PH: (303) 443-7001
FAX: (303) 443-9830
Established 1983



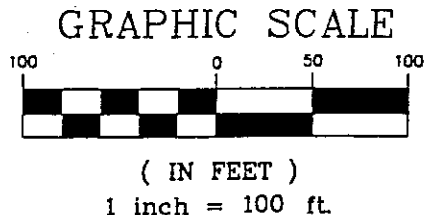
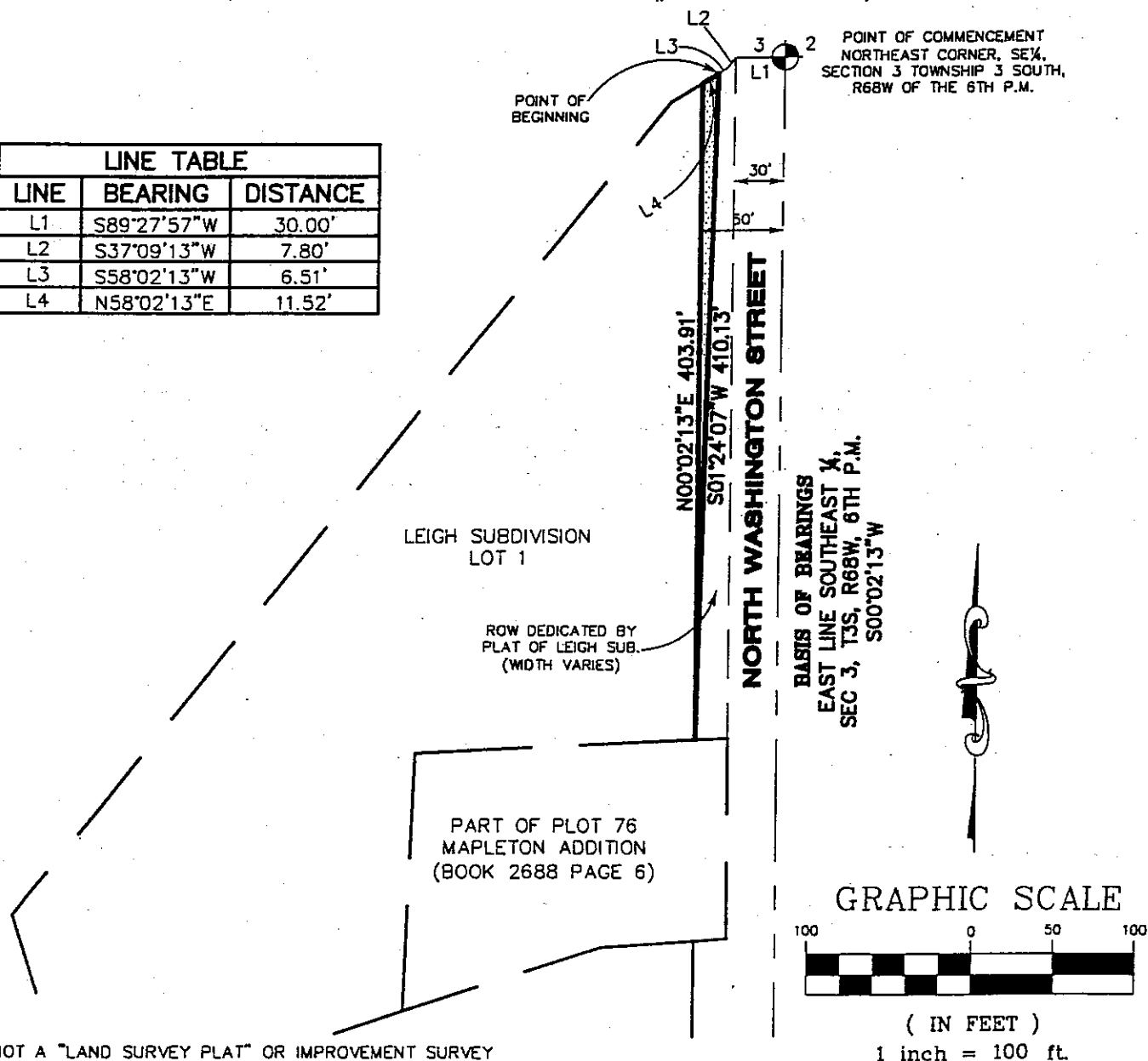
655 FOURTH AVENUE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
www.flatirons.com

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
 THE PAUL R. CHARPENTIER TRUST DATED OCTOBER 4, 2002 AND
 THE KATHRYN R. CHARPENTIER TRUST DATED OCTOBER 4, 2002
 AND
 THE COUNTY OF ADAMS, STATE OF COLORADO

SHEET 2 OF 2
 (WITHIN ADAMS COUNTY PARCEL #0182503401012)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°27'57"W	30.00'
L2	S37°09'13"W	7.80'
L3	S58°02'13"W	6.51'
L4	N58°02'13"E	11.52'



THIS IS NOT A "LAND SURVEY PLAT" OR IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. THIS EXHIBIT IS INTENDED TO DEPICT THE ACCOMPANYING PARCEL DESCRIPTIONS. RECORD INFORMATION SHOWN HEREON IS BASED ON TITLE DOCUMENTS PROVIDED BY CLIENT.

FSI JOB NO. 03-43,300-29-ROW
 DRAWN BY: K. CLIFFORD
 SEPTEMBER 9, 2005

Flatirons, Inc. - Surveying & Engineering

5717 ARAPAHOE ROAD
 BOULDER, CO 80303
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 Established 1983

655 FOURTH AVENUE
 LONGMONT, CO 80501
 PH: (303) 776-1733
 FAX: (303) 776-4355
 www.flatirons.com

WARRANTY DEED

THIS DEED, dated this 12 day of JUNE, 2006,
between **RUTH F. SPANO** of the County of Adams and State of
Colorado, grantor(s), and **THE COUNTY OF ADAMS, STATE OF**
COLORADO, whose legal address is 450 South 4th Avenue, Brighton,
Colorado 80601 of the said County of Adams and State of Colorado,
grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of **THIRTY THOUSAND SEVEN HUNDRED FOURTEEN AND NO/100'S DOLLARS (\$30,714.00)** and other 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.

also known by street and number as: 6255 & 6275 Washington Street

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 and gas interests, if any, and except: _____

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.

GRANTOR: RUTH F. SPANO

Ruth F. Spano
Ruth F. Spano

STATE OF COLORADO)
 : ss
COUNTY OF Adams)

The foregoing instrument was acknowledged before me in the County of Adams, State of Colorado, this 12th day of June, 2006, by Ruth F. Spano.

My commission expires: July 26, 2009

WITNESS my hand and official seal.

Susanna Mauracher
Notary Public



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

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
RUTH SPANO
AND

THE COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2

(WITHIN ADAMS COUNTY PARCEL #0182510101006)

LEGAL DESCRIPTION:

A PARCEL OF LAND DEDICATED AS RIGHT-OF-WAY BEING A PORTION OF THE NORTH HALF, OF THE NORTH HALF, OF PLOTS 59 AND 60, MAPLETON ADDITION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 10, THENCE SOUTH 00°07'09" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, WITH ALL BEARINGS HEREIN RELATIVE THERETO, A DISTANCE OF 655.73 FEET; THENCE SOUTH 89°52'51" WEST, A DISTANCE OF 30.00 FEET, TO THE NORTHEAST CORNER OF THE NORTH HALF, OF THE NORTH HALF, OF PLOTS 59 AND 60, MAPLETON ADDITION, AS DESCRIBED IN BOOK 4525 AT PAGE 544, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 00°07'09" EAST, ALONG THE EAST LINE OF SAID PARCEL DESCRIBED IN BOOK 4525 AT PAGE 544, SAID LINE ALSO BEING 30.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 156.72 FEET; THENCE SOUTH 89°34'52" WEST, ALONG THE SOUTH LINE OF SAID PARCEL DESCRIBED IN BOOK 4525 AT PAGE 544, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°07'09" WEST, ALONG A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 156.71 FEET; THENCE NORTH 89°33'11" EAST, ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED IN BOOK 4525 AT PAGE 544, A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 3,134 SQUARE FEET OR 0.07 ACRE MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, JOHN B. GUYTON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.


JOHN B. GUYTON P.L.S. 16406
PRESIDENT, FLATIRONS, INC.



FSI JOB NO. 03-43,300-19-ROW
DRAWN BY: K. CLIFFORD
SEPTEMBER 19, 2005

Flatirons, Inc. - Surveying & Engineering

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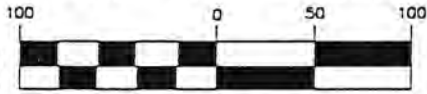
555 FOURTH AVENUE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
www.flatirons.com

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
 RUTH SPANO
 AND
 THE COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 2 OF 2
 (WITHIN ADAMS COUNTY PARCEL #0182510101006)



GRAPHIC SCALE



(IN FEET)
 1 inch = 100 ft.

MAPLETON INDUSTRIAL PARK
 LOT 1

N½, N½, PLOTS 59 & 60
 MAPLETON ADDITION
 (BOOK 4525 PAGE 544)

S½, N½, PLOTS 59 & 60
 MAPLETON ADDITION
 (BOOK 4525 PAGE 545)

POINT OF COMMENCEMENT
 NORTHEAST CORNER SEC. 10
 TOWNSHIP 3 SOUTH,
 R68W OF THE 6TH P.M.



NORTH
 WASHINGTON
 STREET

POINT OF
 BEGINNING
 N89°33'11"E
 20.00'

S00°07'09"E 655.73'
 S89°52'51"W
 30.00'
 BASIS OF BEARINGS
 EAST LINE NORTHEAST ¼,
 SEC 10, T3S, R68W, 6TH P.M.
 S00°07'09"E

N00°07'09"W 156.71'
 S00°07'09"E 156.72'

S89°34'52"W
 20.00'

THIS IS NOT A "LAND SURVEY PLAT" OR IMPROVEMENT SURVEY
 PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF
 TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. THIS EXHIBIT
 IS INTENDED TO DEPICT THE ACCOMPANYING PARCEL
 DESCRIPTIONS. RECORD INFORMATION SHOWN HEREON IS BASED
 ON TITLE DOCUMENTS PROVIDED BY CLIENT.

FSI JOB NO. 03-43,300-19-ROW
 DRAWN BY: K. CLIFFORD
 SEPTEMBER 19, 2005

Flatirons, Inc. - Surveying & Engineering

5717 ARAPAHOE ROAD
 BOULDER, CO 80303
 PH: (303) 443-7001
 FAX: (303) 443-9830
 Established 1983



655 FOURTH AVENUE
 LONGMONT, CO 80501
 PH: (303) 776-1733
 FAX: (303) 776-4355
 www.flatirons.com

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
RUTH F. SPANO
AND

THE COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2

(WITHIN ADAMS COUNTY PARCEL #0182510101005)

LEGAL DESCRIPTION:


A PARCEL OF LAND DEDICATED AS RIGHT-OF-WAY BEING A PORTION OF THE SOUTH HALF, OF THE NORTH HALF, OF PLOTS 59 AND 60, MAPLETON ADDITION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 10, THENCE SOUTH 00°07'09" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, WITH ALL BEARINGS HEREIN RELATIVE THERETO, A DISTANCE OF 812.45 FEET; THENCE SOUTH 89°52'51" WEST, A DISTANCE OF 30.00 FEET, TO THE NORTHEAST CORNER OF THE SOUTH HALF, OF THE NORTH HALF, OF PLOTS 59 AND 60, MAPLETON ADDITION, AS DESCRIBED IN BOOK 4525 AT PAGE 545, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 00°07'09" EAST, ALONG THE EAST LINE OF SAID PARCEL DESCRIBED IN BOOK 4525 AT PAGE 545, SAID LINE ALSO BEING 30.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 156.72 FEET; THENCE SOUTH 89°36'34" WEST, ALONG THE SOUTH LINE OF SAID PARCEL DESCRIBED IN BOOK 4525 AT PAGE 545, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°07'09" WEST, ALONG A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 156.71 FEET; THENCE NORTH 89°34'52" EAST, ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED IN BOOK 4525 AT PAGE 545, A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 3,134 SQUARE FEET OR 0.07 ACRE MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, JOHN B. GUYTON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.


JOHN B. GUYTON P.L.S. 16406
PRESIDENT, FLATIRONS, INC.



Flatirons, Inc. - Surveying & Engineering

FSI JOB NO. 03-43,300-18-ROW
DRAWN BY: K. CLIFFORD
SEPTEMBER 19, 2005

5717 ARAPAHOE ROAD
BOULDER, CO 80303
PH: (303) 443-7001
FAX: (303) 443-9830
Established 1983



655 FOURTH AVENUE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
www.flatirons.com

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
 RUTH F. SPANO
 AND
 THE COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 2 OF 2
 (WITHIN ADAMS COUNTY PARCEL #0182510101005)



GRAPHIC SCALE



(IN FEET)
 1 inch = 100 ft.

N½, N½, PLOTS 59 & 60
 MAPLETON ADDITION
 (BOOK 4525 PAGE 544)

S½, N½, PLOTS 59 & 60
 MAPLETON ADDITION
 (BOOK 4525 PAGE 545)

SAL
 SUBDIVISION
 LOT 1

SAL
 SUBDIVISION
 LOT 2

POINT OF COMMENCEMENT
 NORTHEAST CORNER SEC. 10
 TOWNSHIP 3 SOUTH,
 R68W OF THE 6TH P.M.

POINT OF BEGINNING
 N89°34'52"E
 20.00'

3
 2
 10
 11

S00°07'09"E 812.45'
 NORTH
 WASHINGTON
 STREET

S89°52'51"W
 30.00'

BASIS OF BEARINGS
 EAST LINE NORTHEAST ¼,
 SEC 10, T3S, R68W, 6TH P.M.
 S00°07'09"E

S89°36'34"W
 20.00'

N00°07'09"W 156.71'

S00°07'09"E 156.72'

THIS IS NOT A "LAND SURVEY PLAT" OR IMPROVEMENT SURVEY PLAT AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. THIS EXHIBIT IS INTENDED TO DEPICT THE ACCOMPANYING PARCEL DESCRIPTIONS. RECORD INFORMATION SHOWN HEREON IS BASED ON TITLE DOCUMENTS PROVIDED BY CLIENT.

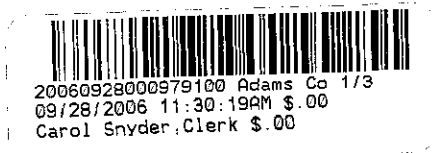
FSI JOB NO. 03-43,300-18-ROW
 DRAWN BY: K. CLIFFORD
 SEPTEMBER 19, 2005

Flatirons, Inc. - Surveying & Engineering

5717 ARAPAHOE ROAD
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 LONGMONT, CO 80501
 PH: (303) 776-1733
 FAX: (303) 776-4355
 www.flatirons.com



WARRANTY DEED

THIS DEED, dated this 11 day of SEPTEMBER 2006, between **STACY R. GORDON AND JASON W. GAMROTH**, joint tenants of the County of Adams and State of Colorado, grantor(s), and **THE COUNTY OF ADAMS, STATE OF COLORADO**, whose legal address is 450 South 4th Avenue, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of **THIRTEEN THOUSAND THREE HUNDRED FIFTY DOLLARS (\$13,350.00)** and other 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:

3
1
2

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

also known by street and number as: **6701 Washington Street**

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 and gas interests, if any, and except: 2006 taxes due in 2007 and items of record

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.

GRANTOR: STACY R. GORDON and JASON W. GAMROTH, joint tenants

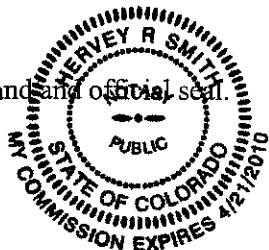
Stacy R. Gordon
Stacy R. Gordon
Jason W. Gamroth
Jason W. Gamroth

STATE OF COLORADO)
: ss
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me in the County of ADAMS, State of Colorado, this 11 day of SEPTEMBER, 2006, by Stacy R. Gordon and Jason W. Gamroth, joint tenants.

My commission expires:

WITNESS my hand and official seal.



Hervey R Smith
Notary Public

X After Recording, Please Mail To:

Adams County Public Works
12200 N. Peccos St. 3rd Floor
Westminster, CO 80234

9

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
MICHAEL E. GAMROTH
AND

THE COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 2

(WITHIN ADAMS COUNTY PARCEL #0182503401005)

LEGAL DESCRIPTION:

A PARCEL OF LAND DEDICATED AS RIGHT-OF-WAY BEING A PORTION OF PLOT 76, MAPLETON ADDITION, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 3, THENCE SOUTH 89°27'57" WEST, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF LEIGH SUBDIVISION RECORDED IN FILE 17, MAP 999 AT THE ADAMS COUNTY CLERK & RECORDER; THENCE SOUTH 00°02'13" WEST, ALONG THE EAST LINE OF SAID LEIGH SUBDIVISION, SAID LINE ALSO BEING 30.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 418.60 FEET, TO THE SOUTHEASTERLY CORNER OF SAID LEIGH SUBDIVISION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THAT PARCEL DESCRIBED IN BOOK 2688 AT PAGE 6, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 00°02'13" WEST, ALONG THE EAST LINE OF SAID PARCEL DESCRIBED IN BOOK 2688 AT PAGE 6, SAID LINE ALSO BEING 30.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 123.35 FEET, TO THE SOUTHEAST CORNER OF SAID PARCEL DESCRIBED IN BOOK 2688 AT PAGE 6; THENCE SOUTH 85°27'27" WEST, ALONG THE SOUTH LINE OF SAID PARCEL DESCRIBED IN BOOK 2688 AT PAGE 6, A DISTANCE OF 20.06 FEET; THENCE NORTH 00°02'13" EAST, ALONG A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 123.87 FEET, TO THE SOUTHEASTERLY CORNER OF LOT 1, LEIGH SUBDIVISION; THENCE NORTH 86°56'13" EAST, ALONG THE SOUTHERLY LINE OF SAID LEIGH SUBDIVISION, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID PARCEL DESCRIBED IN BOOK 2688 AT PAGE 6, A DISTANCE OF 20.03 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2,472 SQUARE FEET OR 0.06 ACRE MORE OR LESS.

BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M. IS ASSUMED TO BEAR SOUTH 00°02'13" WEST.

SURVEYOR'S CERTIFICATE:

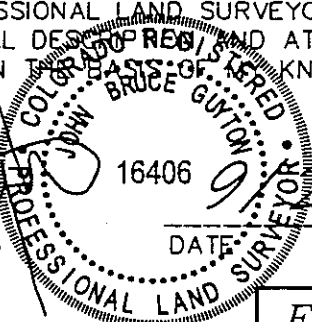
I, JOHN B. GUYTON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.


JOHN B. GUYTON P.L.S. 16406
PRESIDENT, FLATIRONS, INC.

16406

DATE

9/28/05



FSI JOB NO. 03-43,300-28-ROW
DRAWN BY: K. CLIFFORD
SEPTEMBER 9, 2005

Flatirons, Inc. - Surveying & Engineering

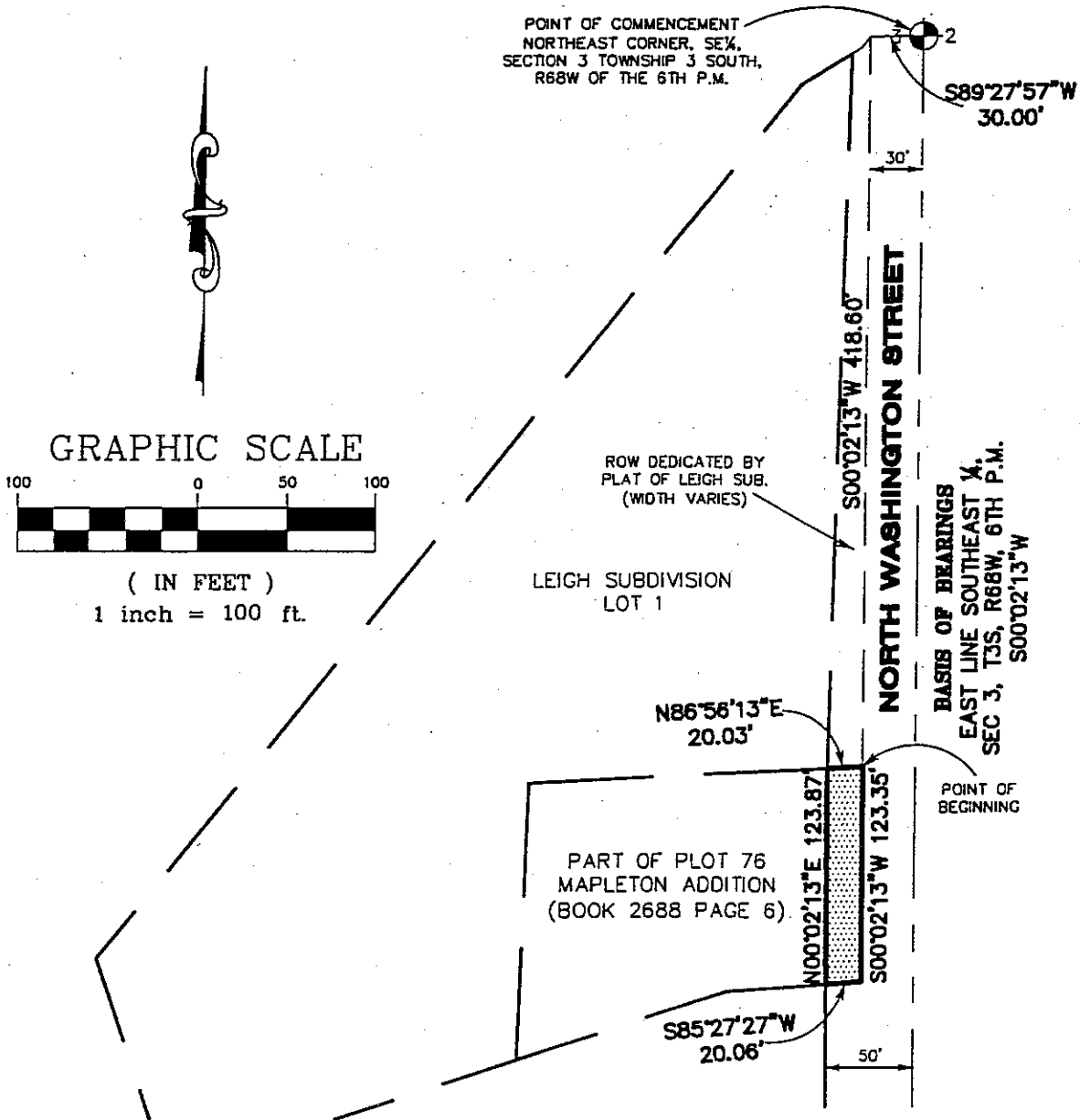
5717 ARAPAHOE ROAD
BOULDER, CO 80303
PH: (303) 443-7001
FAX: (303) 443-9830
Established 1983



655 FOURTH AVENUE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
www.flatirons.com

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
MICHAEL E. GAMROTH
AND
THE COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 2
(WITHIN ADAMS COUNTY PARCEL #0182503401005)



THIS IS NOT A "LAND SURVEY PLAT" OR IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. THIS EXHIBIT IS INTENDED TO DEPICT THE ACCOMPANYING PARCEL DESCRIPTIONS. RECORD INFORMATION SHOWN HEREON IS BASED ON TITLE DOCUMENTS PROVIDED BY CLIENT.

FSI JOB NO. 03-43,300-28-ROW
DRAWN BY: K. CLIFFORD
SEPTEMBER 9, 2005

Flatirons, Inc. - Surveying & Engineering

5717 ARAPAHOE ROAD
BOULDER, CO 80303
PH: (303) 443-7001
FAX: (303) 443-9830
Established 1983



655 FOURTH AVENUE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
www.flatirons.com



20060717000714790 Adams Co 1/3
07/17/2006 12:33:54PM \$.00
Carol Snyder, Clerk \$.00

WARRANTY DEED

THIS DEED, dated this 13 day of JUNY 2006,
between STEVEN C. SCHMIDT of the County of Adams and State of
Colorado, grantor(s), and **THE COUNTY OF ADAMS, STATE OF
COLORADO**, whose legal address is 450 South 4th Avenue, Brighton,
Colorado 80601 of the said County of Adams and State of Colorado,
grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of **TWO THOUSAND SEVEN HUNDRED FIFTY FOUR AND NO/100'S DOLLARS (\$2,754.00)** and other 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.

also known by street and number as: 5001-5025 Washington Street, Denver, Colorado

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 and gas interests, if any, and except: _____

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.

GRANTOR: STEVEN C. SCHMIDT

Steven C. Schmidt

Steven C. Schmidt

STATE OF COLORADO)
 : ss
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me in the County of ADAMS, State of Colorado, this 13 day of JULY, 2006, by Steven C. Schmidt.

My commission expires:

WITNESS my hand and official seal.



Harvey R. Smith

Notary Public

After Recording, Please Mail To:

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

2-2

4

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
STEVEN C. SCHMIDT
AND

THE COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 2

(WITHIN ADAMS COUNTY PARCEL #0182510401018)

LEGAL DESCRIPTION:

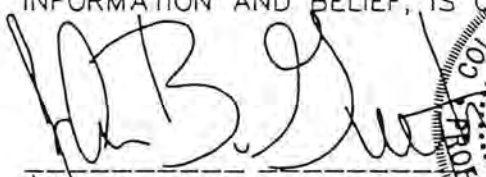
A PARCEL OF LAND DEDICATED AS RIGHT-OF-WAY BEING A PORTION OF PLOT 45, MAPLETON ADDITION, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 10, THENCE SOUTH 00°03'16" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, WITH ALL BEARINGS HEREIN RELATIVE THERETO, A DISTANCE OF 660.58 FEET; THENCE SOUTH 89°56'44" WEST, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 4419 AT PAGE 481, SAID POINT BEING THE SOUTHEAST CORNER OF PLOT 45, MAPLETON ADDITION, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 89°32'25" WEST, ALONG THE SOUTH LINE OF SAID PARCEL DESCRIBED IN BOOK 4419 AT PAGE 481, A DISTANCE OF 2.00 FEET; THENCE NORTH 00°03'16" WEST, ALONG A LINE 32.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 182.00 FEET; THENCE NORTH 45°15'28" WEST, A DISTANCE OF 25.37 FEET; THENCE NORTH 89°32'25" EAST, ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED IN BOOK 4419 AT PAGE 481, A DISTANCE OF 20.00 FEET, THENCE SOUTH 00°03'16" EAST, ALONG THE EAST LINE OF SAID PARCEL DESCRIBED IN BOOK 4419 AT PAGE 481, SAID LINE BEING 30.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 200.00 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 562 SQUARE FEET OR 0.01 ACRE MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, JOHN B. GUYTON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.


JOHN B. GUYTON P.L.S. 16406
PRESIDENT, FLATIRONS, INC.



FSI JOB NO. 03-43,300-07-ROW
DRAWN BY: K. CLIFFORD
SEPTEMBER 19, 2005

Flatirons, Inc. - Surveying & Engineering

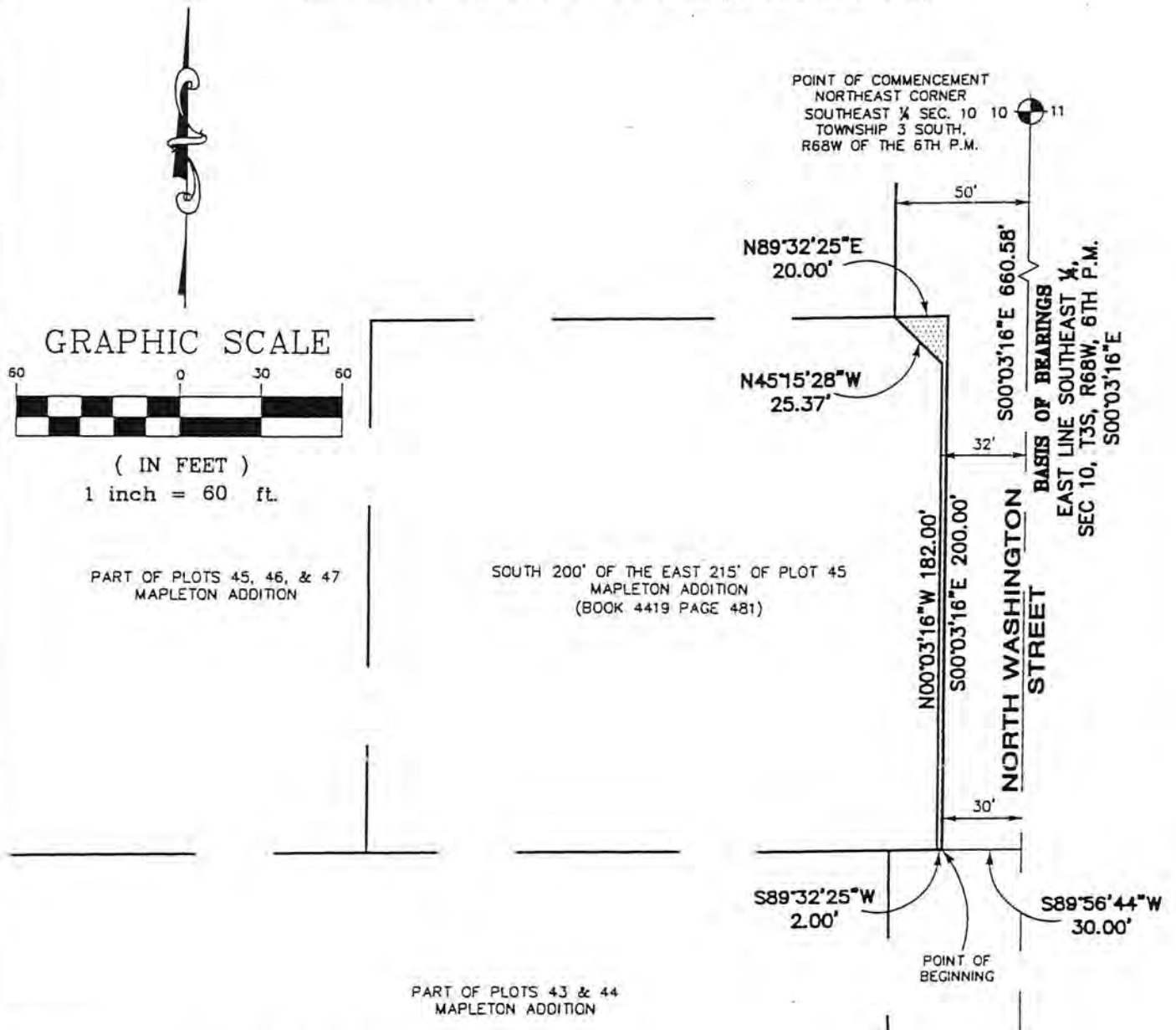
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EXHIBIT "A"

TO WARRANTY DEED BETWEEN
STEVEN C. SCHMIDT
AND
THE COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 2
(WITHIN ADAMS COUNTY PARCEL #0182510401018)



THIS IS NOT A "LAND SURVEY PLAT" OR IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. THIS EXHIBIT IS INTENDED TO DEPICT THE ACCOMPANYING PARCEL DESCRIPTIONS. RECORD INFORMATION SHOWN HEREON IS BASED ON TITLE DOCUMENTS PROVIDED BY CLIENT.

FSI JOB NO. 03-43,300-07-ROW
DRAWN BY: K. CLIFFORD
SEPTEMBER 19, 2005

Flatirons, Inc. - Surveying & Engineering

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PH: (303) 776-1733
FAX: (303) 776-4355
www.flatirons.com

RECORDED AS RECEIVED

RECEPTION# 2011000043622
07/11/2011 at 11:46:16 AM, 1 OF 2
TD Pgs 0 Doc Type: WTY
Karen Long, Adams County, CO

WARRANTY DEED

THIS DEED, dated this 27th day of May 2011, between **6105 NORTH WASHINGTON, LLC, a Colorado Limited Liability Company**, 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 4430 South Adams County Parkway , Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of Fifteen Thousand Six Hundred and No/Hundredths Dollars (\$15,600.00) 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 Washington Street at 6105 North Washington Street.
Also known by street and number as: Vacant Land
Assessor's schedule or parcel number: Part of 1825-10-1-02-007

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 2011 taxes due in 2012 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.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantors have executed this deed on the day and year first above written.

6105 North Washington, LLC,
a Colorado Limited Liability Company

By: Sue C. Claps
Sue C. Claps

By: Steve R. Claps
Steve R. Claps

By: Don L. Claps
Don L. Claps

By: Gene R. Claps
Gene R. Claps

After Recording, Please Mail To:

**Adams County Public Works
4430 S. Adams County Parkway
Suite W2000B, 1st Floor
Brighton, CO 80601-8218**

STATE OF COLORADO)
) ss
County of Adams)

²⁷ day of May, 2011, by Steve R.Claps, Sue C. Claps, Don L. Claps and Gene R. Claps as members of 6105 North Washington, LLC, a Colorado Limited Liability Company, a Colorado corporation.

Witness my hand and official seal.

6 May 2014 My commission expires:




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

**EXHIBIT "A"
TO
RIGHT-OF-WAY AGREEMENT
FOR
REAL PROPERTY
BETWEEN
6105 NORTH WASHINGTON, LLC
AND
THE COUNTY OF ADAMS, STATE OF COLORADO**

A parcel of land more particularly described as the East 20.00 feet of the South 104 feet, Block 53, Mapleton Addition, being a subdivision of a part of the Northeast Quarter of Section 10, Township 3 South, Range 68 West of the 6th P.M., County of Adams, State of Colorado.

Containing 2,080.00 square feet or 0.0478 acres more or less.

Barcode
20060928000979090 Adams Co 1/3
09/28/2006 11:30:18AM \$.00
Carol Snyder, Clerk \$.00

SPECIAL WARRANTY DEED

THIS DEED, dated this 5 day of SEPTEMBER 2006, between Chart Inc., a Delaware Corporation 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 of the sum of THREE THOUSAND THREE HUNDRED ELEVEN AND NO/100'S DOLLARS (\$3,311.00) 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:

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

Also known by street and number as: 5995 Washington Street

Assessor's schedule or parcel number: Part of #26497

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.

GRANTOR: CHART, INC., a Delaware Corporation

BY: Mark W. Ludwig

TITLE: Vice President Human Resources & Assistant Secretary

STATE OF Ohio) : ss
COUNTY OF Cuyahoga)

The foregoing instrument was acknowledged before me in the County of Cuyahoga, State of Ohio, this 5 day of September, 2006, by Mark Ludwig as Vice-President for Chart, Inc., a Delaware Corporation.

My commission expires:

WITNESS my hand and official seal.

[Signature]



DENNIS T. QUINN
Notary Public, State of Ohio
Commission Expires 2-28-2010
Recorded in Cuyahoga County

Public

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

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
CHART INC. A DELAWARE CORPORATION SUCCESSOR BY
MERGER TO CRYENCO, INC. A COLORADO CORPORATION
AND
THE COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2

(WITHIN ADAMS COUNTY PARCEL #0182510401013)

LEGAL DESCRIPTION:


A PARCEL OF LAND DEDICATED AS RIGHT-OF-WAY BEING A PORTION OF PLOT 45, MAPLETON ADDITION, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

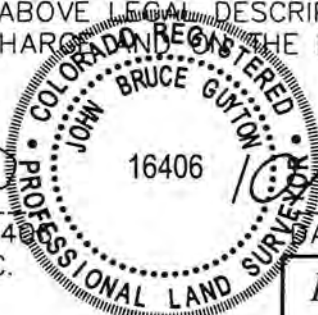
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 10, THENCE SOUTH 00°03'16" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, WITH ALL BEARINGS HEREIN RELATIVE THERETO, A DISTANCE OF 47.00 FEET; THENCE SOUTH 89°31'37" WEST, ALONG A LINE 47.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 30.00 FEET, TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. C0379402, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 00°03'16" EAST, ALONG THE EAST LINE OF SAID PARCEL DESCRIBED AT RECEPTION NO. C0379402, SAID LINE ALSO BEING 30.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 293.36 FEET; THENCE SOUTH 89°32'25" WEST, ALONG THE SOUTH LINE OF SAID PARCEL DESCRIBED AT RECEPTION NO. C0379402, SAID LINE ALSO BEING 320.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF PLOTS 45, 46, AND 47, MAPLETON ADDITION, A DISTANCE OF 2.00 FEET; THENCE NORTH 00°03'16" WEST, ALONG A LINE 32.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 293.36 FEET; THENCE NORTH 89°31'37" EAST, ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED AT RECEPTION NO. C0379402, SAID LINE ALSO BEING 47.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF THE D & RGW RAILROAD, A DISTANCE OF 2.00 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 587 SQUARE FEET OR 0.01 ACRE MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, JOHN B. GUYTON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.


JOHN B. GUYTON P.L.S. 16406
PRESIDENT, FLATIRONS, INC.



Flatirons, Inc. - Surveying & Engineering

5717 ARAPAHOE ROAD
BOULDER, CO 80303
PH: (303) 443-7001
FAX: (303) 443-9830
Established 1983

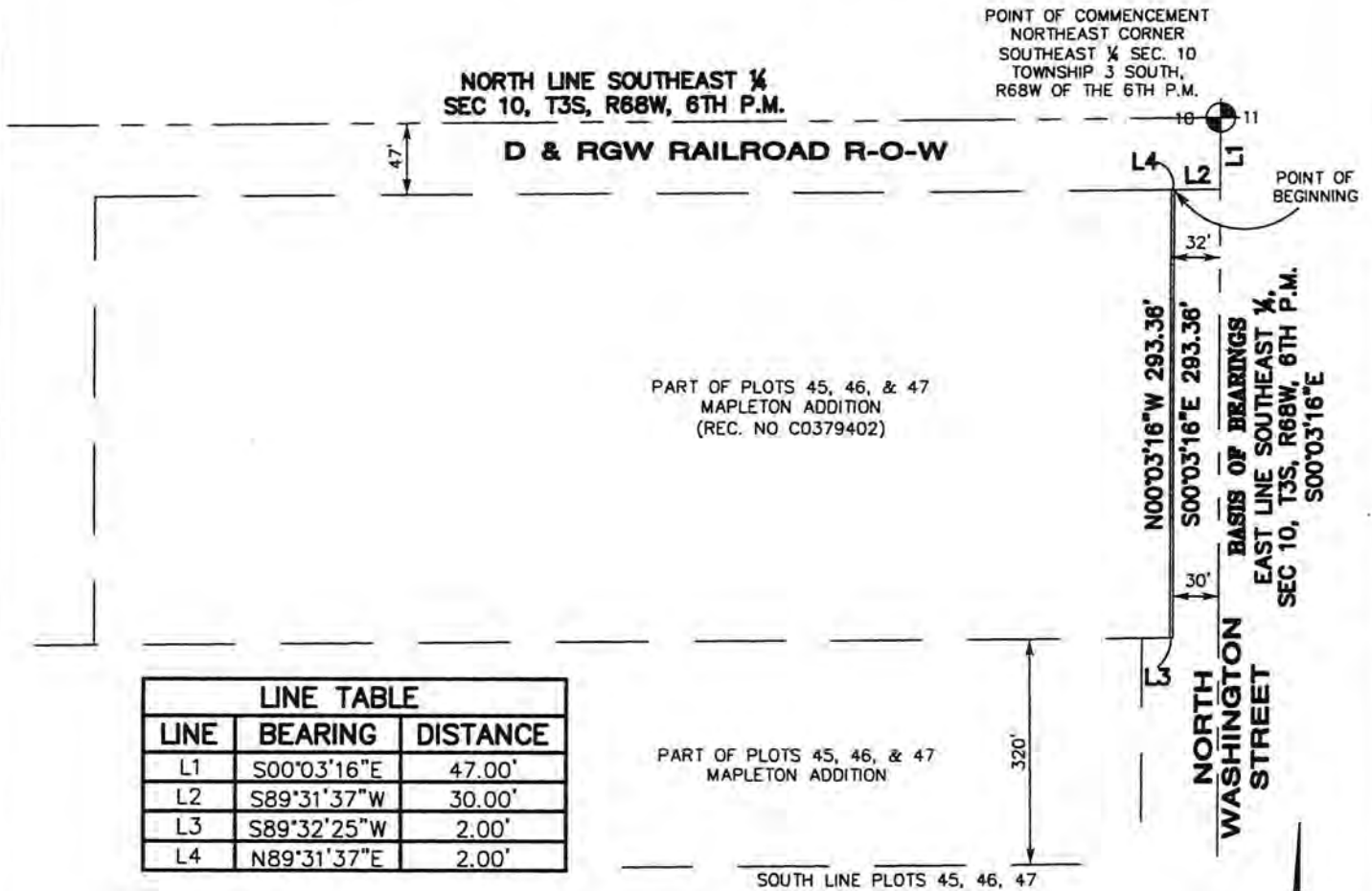


655 FOURTH AVENUE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
www.flatsurv.com

FSI JOB NO. 03-43,300-09-ROW
DRAWN BY: K. CLIFFORD
SEPTEMBER 19, 2005

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
 CHART INC. A DELAWARE CORPORATION SUCCESSOR BY
 MERGER TO CRYENCO, INC. A COLORADO CORPORATION
 AND
 THE COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 2 OF 2
 (WITHIN ADAMS COUNTY PARCEL #0182510401013)



NORTH LINE SOUTHEAST 1/4
 SEC 10, T3S, R68W, 6TH P.M.

POINT OF COMMENCEMENT
 NORTHEAST CORNER
 SOUTHEAST 1/4 SEC. 10
 TOWNSHIP 3 SOUTH,
 R68W OF THE 6TH P.M.

D & RGW RAILROAD R-O-W

PART OF PLOTS 45, 46, & 47
 MAPLETON ADDITION
 (REC. NO C0379402)

POINT OF BEGINNING

N00°03'16"W 293.36'
 S00°03'16"E 293.36'
 BASIS OF BEARINGS
 EAST LINE SOUTHEAST 1/4,
 SEC 10, T3S, R68W, 6TH P.M.
 S00°03'16"E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°03'16"E	47.00'
L2	S89°31'37"W	30.00'
L3	S89°32'25"W	2.00'
L4	N89°31'37"E	2.00'

PART OF PLOTS 45, 46, & 47
 MAPLETON ADDITION

SOUTH LINE PLOTS 45, 46, 47

GRAPHIC SCALE



(IN FEET)
 1 inch = 120 ft.



THIS IS NOT A "LAND SURVEY PLAT" OR IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. THIS EXHIBIT IS INTENDED TO DEPICT THE ACCOMPANYING PARCEL DESCRIPTIONS. RECORD INFORMATION SHOWN HEREON IS BASED ON TITLE DOCUMENTS PROVIDED BY CLIENT.

FSI JOB NO. 03-43,300-09-ROW
 DRAWN BY: K. CLIFFORD
 SEPTEMBER 19, 2005

Flatirons, Inc. - Surveying & Engineering

5717 ARAPAHOE ROAD
 BOULDER, CO 80303
 PH: (303) 443-7001
 FAX: (303) 443-9830
 Established 1983



655 FOURTH AVENUE
 LONGMONT, CO 80501
 PH: (303) 776-1733
 FAX: (303) 776-4355
 www.flatirons.com

WARRANTY DEED

THIS DEED, dated this 14 day of March 2006,
between **FIRST INDUSTRIAL, L.P., A DELAWARE LIMITED PARTNERSHIP** 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):

3
1
2

WITNESS, that the grantor(s), for and in consideration of the sum of **ONE THOUSAND SEVEN HUNDRED EIGHTY FIVE AND NO/100'S DOLLARS (\$1,785.00)** and other 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.

also known by street and number as: **6425 N. Washington Street, Denver, Colorado**

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anyway 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 and gas interests, if any, and except:

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.

GRANTOR: FIRST INDUSTRIAL, L.P., A DELAWARE LIMITED PARTNERSHIP

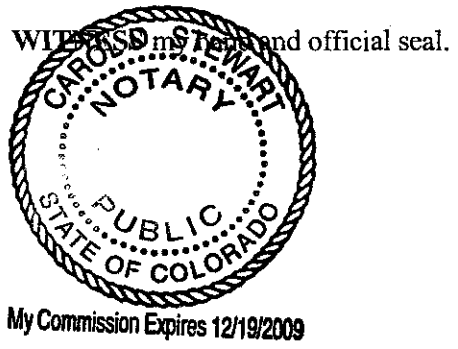
By: [Signature]

As: AUTHORIZED SIGNATORY

STATE OF Colorado)
COUNTY OF Adams : ss

The foregoing instrument was acknowledged before me in the County of Adams, State of Colorado, this 14th day of March, 2006, by Donald Stoffle as Authorized Signatory of First Industrial L.P., a Delaware limited partnership.

My commission expires: 12-19-2009



Carol D. Stewart
Notary Public

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

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
FIRST INDUSTRIAL L.P., A DELAWARE LIMITED PARTNERSHIP
AND
THE COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2
(WITHIN ADAMS COUNTY PARCEL #0182503402005)

LEGAL DESCRIPTION:

A PARCEL OF LAND DEDICATED AS RIGHT-OF-WAY BEING A PORTION OF PLOT 68, MAPLETON ADDITION, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

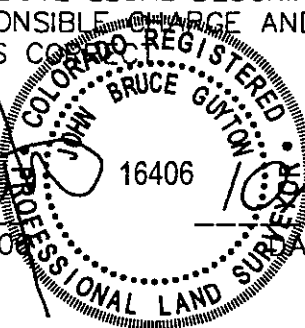
COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 3, THENCE NORTH 00°02'13" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, WITH ALL BEARINGS HEREIN RELATIVE THERETO, A DISTANCE OF 30.00 FEET; THENCE SOUTH 89°41'33" WEST, ALONG A LINE 30.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 50.00 FEET, TO THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED IN BOOK 5225 AT PAGE 77, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 89°41'33" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF EAST 64TH AVENUE, SAID LINE BEING 30 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 27.00 FEET; THENCE NORTH 44°51'53" EAST, A DISTANCE OF 38.30 FEET; THENCE SOUTH 00°02'13" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH WASHINGTON STREET, SAID LINE BEING 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 27.00 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 364 SQUARE FEET OR 0.01 ACRE MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, JOHN B. GUYTON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.


JOHN B. GUYTON P.L.S. 16406
PRESIDENT, FLATIIONS, INC.



FSI JOB NO. 03-43,300-22-ROW
DRAWN BY: K. CLIFFORD
SEPTEMBER 9, 2005

Flatirons, Inc. - Surveying & Engineering

5717 ARAPAHOE ROAD
BOULDER, CO 80303
PH: (303) 443-7001
FAX: (303) 443-9830
Established 1983



655 FOURTH AVENUE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
www.flatirons.com

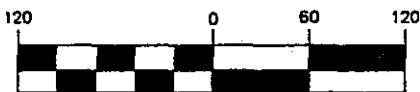
EXHIBIT "A"

TO WARRANTY DEED BETWEEN
 FIRST INDUSTRIAL L.P., A DELAWARE LIMITED PARTNERSHIP
 AND
 THE COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 2 OF 2
 (WITHIN ADAMS COUNTY PARCEL #0182503402005)

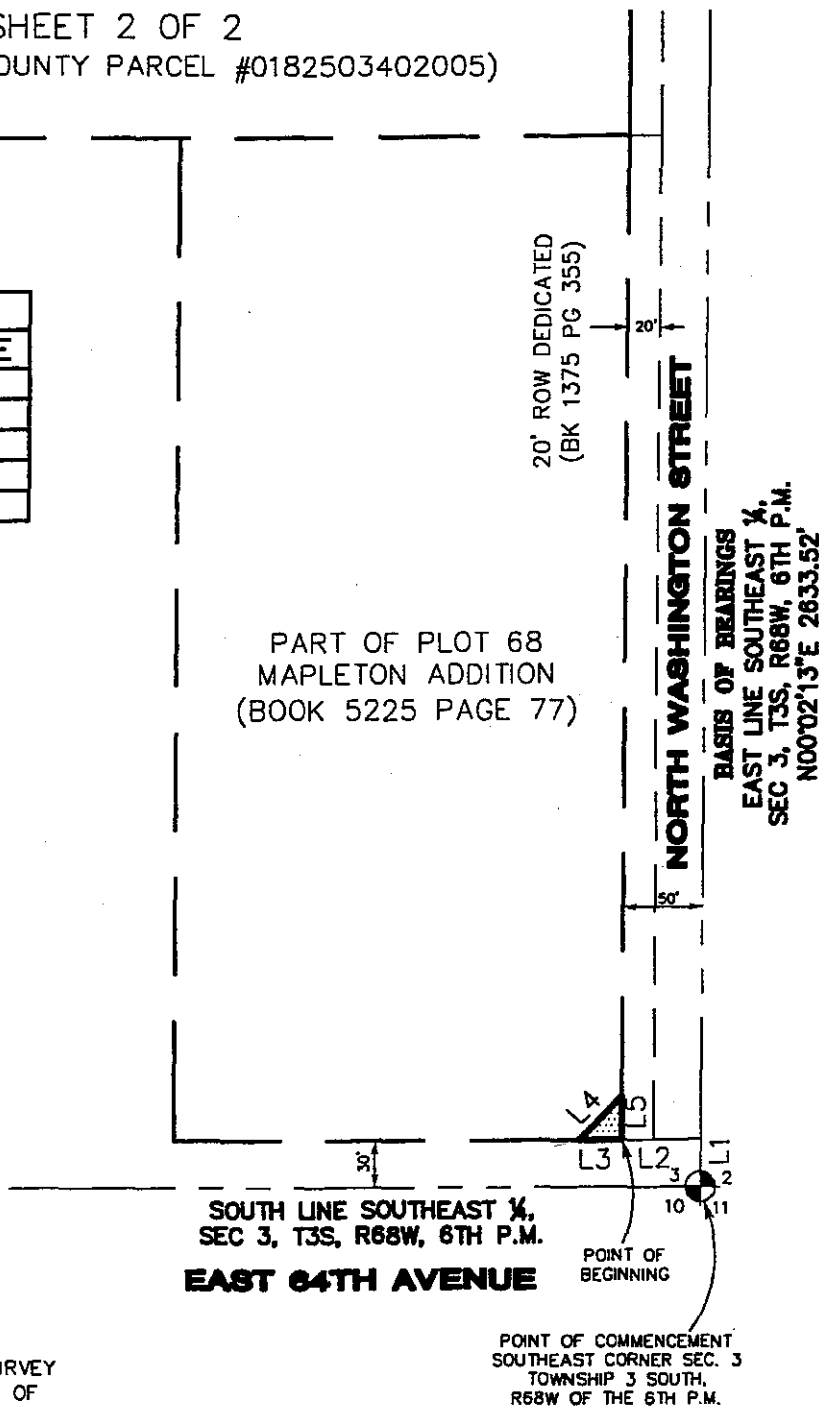
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°02'13"E	30.00'
L2	S89°41'33"W	50.00'
L3	S89°41'33"W	27.00'
L4	N44°51'53"E	38.30'
L5	S00°02'13"W	27.00'



GRAPHIC SCALE



(IN FEET)
 1 inch = 120 ft.



THIS IS NOT A "LAND SURVEY PLAT" OR IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. THIS EXHIBIT IS INTENDED TO DEPICT THE ACCOMPANYING PARCEL DESCRIPTIONS. RECORD INFORMATION SHOWN HEREON IS BASED ON TITLE DOCUMENTS PROVIDED BY CLIENT.

FSI JOB NO. 03-43,300-22-ROW
 DRAWN BY: K. CLIFFORD
 SEPTEMBER 9, 2005

Flatirons, Inc. - Surveying & Engineering

5717 ARAPAHOE ROAD
 BOULDER, CO 80303
 PH: (303) 443-7001
 FAX: (303) 443-9830
 Established 1983



655 FOURTH AVENUE
 LONGMONT, CO 80501
 PH: (303) 776-1733
 FAX: (303) 776-4355
 www.flatsurv.com

WARRANTY DEED

THIS DEED, dated this 13th day of MARCH, 2008, between GARDEN CAPITAL MERCHANDISE MART INC., A NEVADA CORPORATION 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):

RECEPTION#: 2008000036862
08/07/2008 at 08:18:28 AM 1 OF 3
TD Pgs: 0 Doc Type: WTY
Karen Long, Adams County, CO

WITNESS, that the grantor(s), for and in consideration of the sum of TEN AND NO/100'S DOLLARS (\$10.00) and other 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:

3
1
2

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference
Dedicated for Washington Street north of East 58th Avenue
Also known by street and number as: Vacant Land
Assessor's schedule or parcel number: Part of 0-1825-11-3-00-082

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 and gas interests, if any, and except and except 2007 taxes due in 2008 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.

GRANTOR: GARDEN CAPITAL MERCHANDISE MART, INC., A NEVADA CORPORATION

Attest:

By: _____ By: [Signature] _____
As: VICE PRESIDENT

STATE OF TEXAS)
COUNTY OF DALLAS : SS

The foregoing instrument was acknowledged before me in the County of DALLAS, State of TEXAS, this 13th day of MARCH, 2008, by LOUIS J. CORNA as VICE PRESIDENT and by _____ as _____ of Garden Capital Merchandise Mart, Inc., a Nevada corporation.

My commission expires:

WITNESS my hand and official seal.

[Signature] _____
Notary Public

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

MELODY A. MCPHERSON
Notary Public, State of Texas
My Commission Expires
AUG. 30, 2010

X

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
GARDEN CAPITAL MERCHANDISE MART, INC. A NEVADA CORPORATION
AND
THE COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2
(WITHIN ADAMS COUNTY PARCEL #0182511300082)

LEGAL DESCRIPTION:

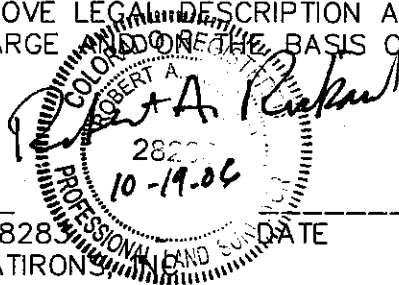
A PARCEL OF LAND DEDICATED AS RIGHT-OF-WAY BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. C0242841, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 11, THENCE SOUTH 00°03'16" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, WITH ALL BEARINGS HEREIN RELATIVE THERETO, A DISTANCE OF 838.10 FEET; THENCE NORTH 89°56'44" EAST, A DISTANCE OF 30.00 FEET, TO THE SOUTHWEST CORNER OF PARCEL OF LAND DEDICATED AS RIGHT-OF-WAY DESCRIBED IN BOOK 2618 AT PAGE 168, SAID POINT BEING THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. C0242841, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 89°50'46" EAST, ALONG THE NORTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED AT RECEPTION NO. C0242841, A DISTANCE OF 35.94 FEET; THENCE SOUTH 02°50'51" EAST, A DISTANCE OF 165.18 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED AT RECEPTION NO. C0242841; THENCE NORTH 89°49'30" WEST, ALONG THE SOUTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED AT RECEPTION NO. C0242841, A DISTANCE OF 43.99 FEET; THENCE NORTH 00°03'16" WEST, ALONG A LINE 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 164.94 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,593 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, ROBERT A. RICKARD, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.



ROBERT A. RICKARD P.L.S. 28283
FOR AND ON BEHALF OF FLATIRONS, INC.

FSI JOB NO. 03-43,300-57-ROW
DRAWN BY: K. CLIFFORD
R1: JUNE 21, 2006
R2: OCTOBER 17, 2006

Flatirons, Inc. - Surveying & Engineering

3825 IRIS AVE STE 100
BOULDER, CO 80301
PH: (303) 443-7001
FAX: (303) 443-9830
Established 1983

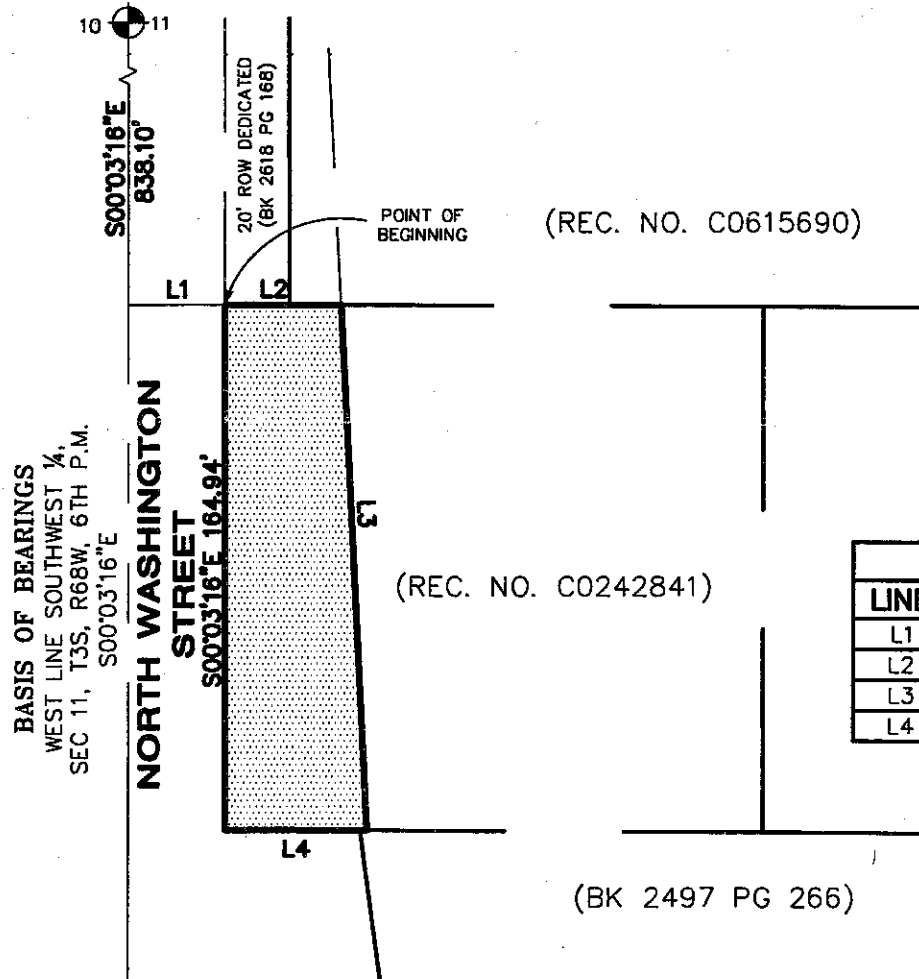


655 FOURTH AVENUE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
www.flatsurv.com

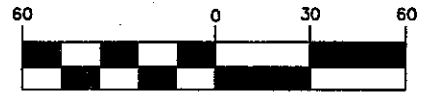
EXHIBIT "A"

TO WARRANTY DEED BETWEEN
 GARDEN CAPITAL MERCHANDISE MART, INC. A NEVADA CORPORATION
 AND
 THE COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 2 OF 2
 (WITHIN ADAMS COUNTY PARCEL #0182511300082)

POINT OF COMMENCEMENT
 NORTHWEST CORNER,
 SOUTHWEST ¼, SECTION 11,
 TOWNSHIP 3 SOUTH,
 R68W OF THE 6TH P.M.



GRAPHIC SCALE



(IN FEET)

1 inch = 60 ft.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°56'44"E	30.00'
L2	S89°50'46"E	35.94'
L3	S02°50'51"E	165.18'
L4	N89°49'30"W	43.99'

THIS IS NOT A "LAND SURVEY PLAT" OR IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. THIS EXHIBIT IS INTENDED TO DEPICT THE ACCOMPANYING PARCEL DESCRIPTIONS. RECORD INFORMATION SHOWN HEREON IS BASED ON TITLE DOCUMENTS PROVIDED BY CLIENT.

FSI JOB NO. 03-43,300-57-ROW
 DRAWN BY: K. CLIFFORD
 R1: JUNE 21, 2006
 R2: OCTOBER 17, 2006

Flatirons, Inc. - Surveying & Engineering

3825 IRIS AVE STE 100
 BOULDER, CO 80301
 PH: (303) 443-7001
 FAX: (303) 443-9830
 Established 1983



655 FOURTH AVENUE
 LONGMONT, CO 80501
 PH: (303) 776-1733
 FAX: (303) 776-4355
 www.flatirons.com

NO REAL PROPERTY
TRANSFER DECLARATION
ACCOMPANIED THIS DOCUMENT

NO DOC FEE REQUIRED

20060731000766830 Adams Co 1/3
07/31/2006 01:38:55PM \$.00
Carol Snyder, Clerk \$.00

WARRANTY DEED

THIS DEED, dated this 25 day of JULY 2006,
between JUNE C. SPERO of the County of Adams and State of
Colorado, grantor(s), and THE COUNTY OF ADAMS, STATE OF
COLORADO, whose legal address is 450 South 4th Avenue, Brighton,
Colorado 80601 of the said County of Adams and State of Colorado,
grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of SIXTEEN THOUSAND
FOUR HUNDRED AND NO/100'S DOLLARS (\$16,400.00) and other 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.

also known by street and number as: Vacant Land

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 ensealing 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 and gas interests, if any, and except: _____

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.

GRANTOR: JUNE C. SPERO

June C. Spero
June C. Spero

STATE OF COLORADO)
) : SS
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me in the County of ADAMS, State of
Colorado, this 25 day of JULY, 2006, by June C. Spero.

My commission expires:

WITNESS my hand and official seal.



Hervey R. Smith
Notary Public

After Recording, Please Mail To:

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

3
1
2

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
JUNE C. SPERO
AND

THE COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 2

(WITHIN ADAMS COUNTY PARCEL #0182502304013)

LEGAL DESCRIPTION:

A PARCEL OF LAND DEDICATED AS RIGHT-OF-WAY BEING A THE WESTERLY 20.00 FEET OF LOT 2, BALISTRERI SUBDIVISION, RECORDED AT FILE 18, MAP 832, OF THE ADAMS COUNTY PUBLIC RECORDS, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 2, THENCE NORTH 00°02'13" EAST, ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 2, WITH ALL BEARINGS HEREIN RELATIVE THERETO, A DISTANCE OF 344.47; THENCE SOUTH 89°57'47" EAST, A DISTANCE OF 30.00 FEET, TO THE NORTHWEST CORNER OF SAID LOT 2, BALISTRERI SUBDIVISION, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 89°49'31" EAST, ALONG THE NORTH LINE OF LOT 2, BALISTRERI SUBDIVISION, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°02'13" WEST, ALONG A LINE 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 2, A DISTANCE OF 157.17 FEET, TO A POINT ON THE SOUTH LINE OF LOT 2, BALISTRERI SUBDIVISION; THENCE SOUTH 89°49'31" WEST, ALONG THE SOUTH LINE OF LOT 2, BALISTRERI SUBDIVISION, A DISTANCE OF 20.00 FEET, TO THE SOUTHWEST CORNER OF LOT 2, BALISTRERI SUBDIVISION; THENCE NORTH 00°02'13" EAST, ALONG THE WEST LINE OF LOT 2, BALISTRERI SUBDIVISION, SAID LINE, ALSO BEING 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 2, A DISTANCE OF 157.17 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 3,143 SQUARE FEET OR 0.07 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, ROBERT A. RICKARD, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.



ROBERT A. RICKARD P.L.S.
FOR AND ON BEHALF OF

DATE

FSI JOB NO. 03-43,300-41-ROW
DRAWN BY: K. CLIFFORD
MARCH 8, 2006

Flatirons, Inc. - Surveying & Engineering

3825 IRIS AVE STE 100
BOULDER, CO 80301
PH: (303) 443-7001
FAX: (303) 443-9830
Established 1983



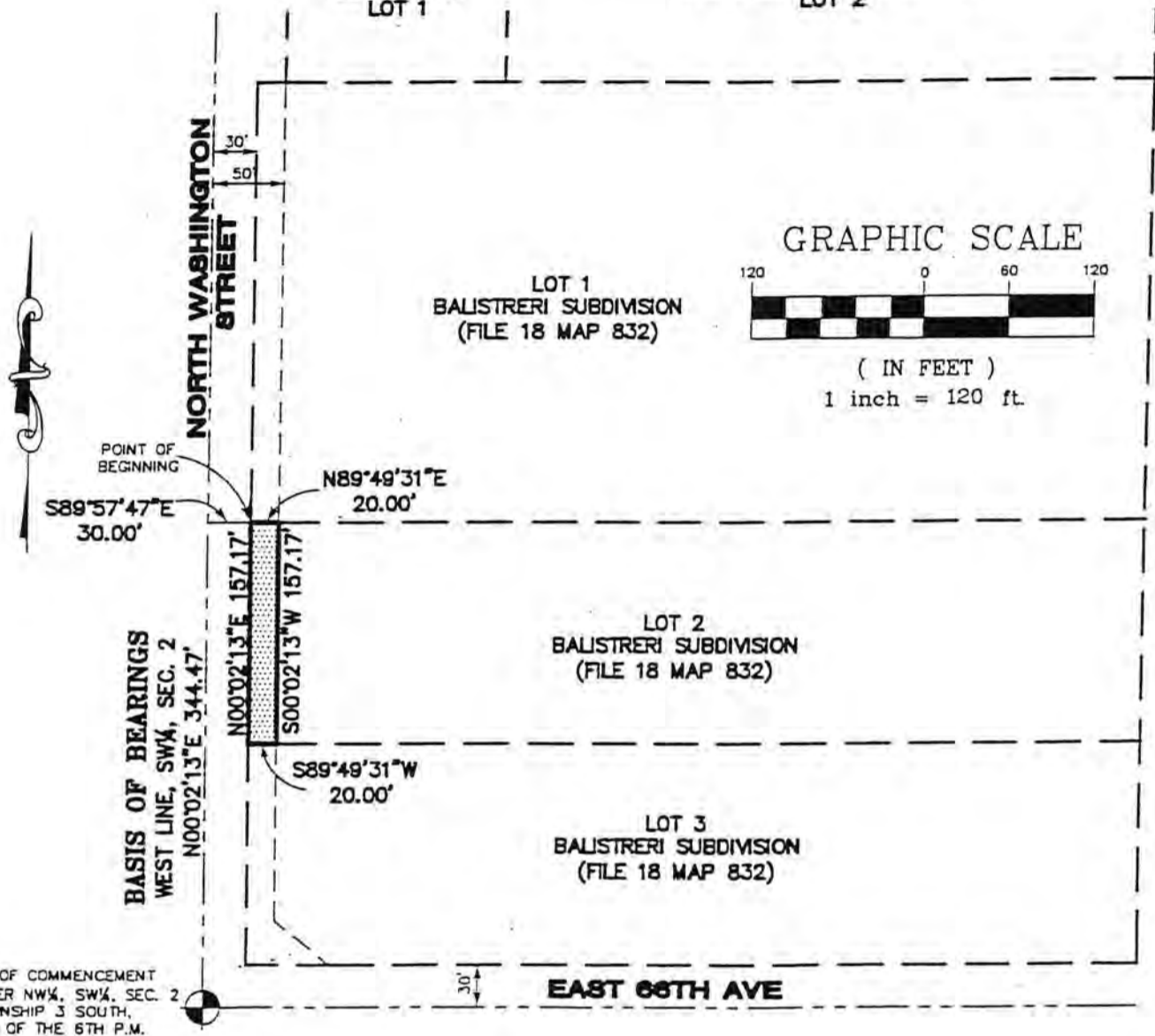
655 FOURTH AVENUE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
www.flatirons.com

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
 JUNE C. SPERO
 AND
 THE COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 2 OF 2
 (WITHIN ADAMS COUNTY PARCEL #0182502304013)

JOE BALISTRERI
 SUBDIVISION
 LOT 1

JOE BALISTRERI SUBDIVISION
 LOT 2



THIS IS NOT A "LAND SURVEY PLAT" OR IMPROVEMENT SURVEY PLAT AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. THIS EXHIBIT IS INTENDED TO DEPICT THE ACCOMPANYING PARCEL DESCRIPTIONS. RECORD INFORMATION SHOWN HEREON IS BASED ON TITLE DOCUMENTS PROVIDED BY CLIENT.

FSI JOB NO. 03-43,300-41-ROW
 DRAWN BY: K. CLIFFORD
 MARCH 8, 2006

Flatirons, Inc. - Surveying & Engineering

3825 IRIS AVE STE 100
 BOULDER, CO 80301
 PH: (303) 443-7001
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 Established 1983



655 FOURTH AVENUE
 LONGMONT, CO 80501
 PH: (303) 776-1733
 FAX: (303) 776-4355
 www.flatirons.com

NO DOC FEE REQUIRED

NO REAL PROPERTY
TRANSFER DECLARATION
ACCOMPANIED THIS DOCUMENT

20060721000737420 Adams Co 1/3
07/21/2006 08:49:59AM \$.00
Carol Snyder, Clerk \$.00

WARRANTY DEED

THIS DEED, dated this 20 day of July 2006,
between JWBSK INVESTMENT GROUP, LLC of the County of
Adams and State of Colorado, grantor(s), and THE COUNTY OF
ADAMS, STATE OF COLORADO, whose legal address is 450 South
4th Avenue, Brighton, Colorado 80601 of the said County of Adams and
State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of **FORTY TWO THOUSAND EIGHT HUNDRED THIRTY AND NO/100'S DOLLARS (\$42,830.00)** and other 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.

3
1
2

also known by street and number as: **Vacant Land**

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 and gas interests, if any, and except:

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.

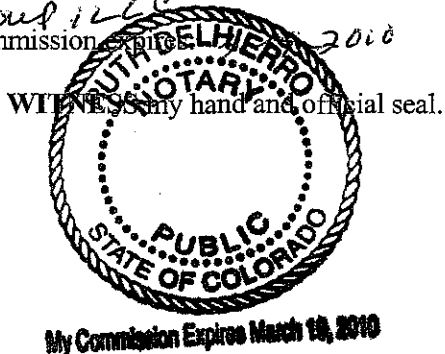
IN WITNESS WHEREOF, the grantor(s) have executed this deed on the date set forth above.

GRANTOR: JWBSK INVESTMENT GROUP, LLC

By: John W. Kuchar President As: _____
Brenda Kuchar Secy/Treas.
By: _____ As: _____

STATE OF COLORADO)
)
) : ss
COUNTY OF DENVER

The foregoing instrument was acknowledged before me in the County of DENVER, State of Colorado, this 20th day of JULY, 2006, by John W. Kuchar as PRESIDENT of JWBSK Investment Group, LLC. and BRENDA KUCCHAR, SECRETARY/TREASURER OF JWBSK INVESTMENT GROUP, LLC
My commission expires 2010



Judith DelHerrero
Notary Public

X Return: Adams County Public Notary
12100 N. Peoria Street 3rd Floor
Westminster, CO 80040
4781 Right Way

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
JWBSK INVESTMENT GROUP, LLC
AND
THE COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2
(WITHIN ADAMS COUNTY PARCEL #0182503402009)

LEGAL DESCRIPTION:

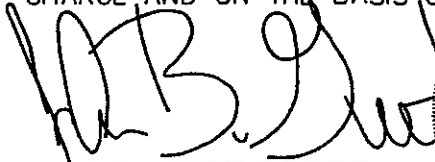
A PARCEL OF LAND DEDICATED AS RIGHT-OF-WAY BEING A PORTION OF PLOT 69, MAPLETON ADDITION, AND A PORTION OF VACATED RIGHT-OF-WAY FOR EAST 66TH AVENUE, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

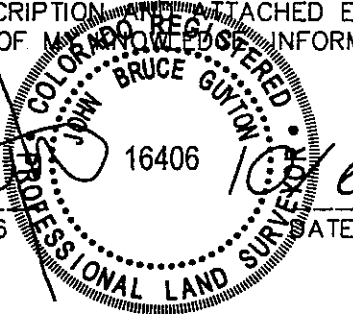
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 3, THENCE SOUTH 00°02'13" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, WITH ALL BEARINGS HEREIN RELATIVE THERETO, A DISTANCE OF 230.00 FEET; THENCE SOUTH 89°46'29" WEST, A DISTANCE OF 30.00 FEET, TO THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED AT RECEPTION NO. C1231792, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 89°46'29" WEST, ALONG THE SOUTHERLY LINE OF SAID PARCEL, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°02'13" EAST, ALONG A LINE 50.00 WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 175.00 FEET; THENCE NORTH 45°05'39" WEST, A DISTANCE OF 35.27 FEET; THENCE SOUTH 89°46'29" WEST, ALONG A LINE 30.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 3, SAID LINE ALSO BEING THE NORTH LINE OF SAID PLOT 69, A DISTANCE OF 103.30 FEET; THENCE NORTH 00°13'31" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°46'29" EAST, ALONG A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 3, SAID LINE ALSO BEING THE NORTH LINE OF SAID PARCEL DESCRIBED AT RECEPTION NO. C1231792, A DISTANCE OF 148.35 FEET; THENCE SOUTH 00°02'13" WEST, ALONG A LINE 30.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, SAID LINE ALSO BEING THE EAST LINE OF SAID PARCEL DESCRIBED AT RECEPTION NO. C1231792, A DISTANCE OF 210.00 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 5,796 SQUARE FEET OR 0.13 ACRE MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, JOHN B. GUYTON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND THE ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.


JOHN B. GUYTON P.L.S. 16406
PRESIDENT, FLATIRONS, INC.



FSI JOB NO. 03-43,300-25-ROW
DRAWN BY: K. CLIFFORD
SEPTEMBER 27, 2005

Flatirons, Inc. - Surveying & Engineering

5717 ARAPAHOE ROAD
BOULDER, CO 80303
PH: (303) 443-7001
FAX: (303) 443-9830
Established 1983



655 FOURTH AVENUE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
www.flatirons.com

JK BK

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
 JWBSK INVESTMENT GROUP, LLC
 AND
 THE COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 2 OF 2
 (WITHIN ADAMS COUNTY PARCEL #0182503402009)

POINT OF COMMENCEMENT
 NORTHEAST CORNER SE¼, SE¼,
 SECTION 3 TOWNSHIP 3 SOUTH,
 R68W OF THE 6TH P.M.

NORTH LINE SE¼, SE¼,
 SEC 3, T3S, R68W, 6TH P.M.
 N89°46'29"E

EAST 66TH AVENUE

10' VACATED ROW
 (REC. NO. C1231792)

N89°46'29"E 148.35'

L4 S89°46'29"W 103.30'

30'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°46'29"W	30.00'
L2	S89°46'29"W	20.00'
L3	N45°05'39"W	35.27'
L4	N00°13'31"W	10.00'

PART OF PLOTS 69 & 70
 MAPLETON ADDITION
 (REC NO C1231792)

N00°02'13"E 175.00'

S00°02'13"W 210.00'

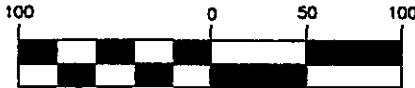
S00°02'13"W 230.00'

BASIS OF BEARINGS
 EAST LINE SOUTHEAST ¼,
 SEC 3, T3S, R68W, 6TH P.M.
 S00°02'13"W
NORTH WASHINGTON STREET

POINT OF BEGINNING

50'

GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

THIS IS NOT A "LAND SURVEY PLAT" OR IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. THIS EXHIBIT IS INTENDED TO DEPICT THE ACCOMPANYING PARCEL DESCRIPTIONS. RECORD INFORMATION SHOWN HEREON IS BASED ON TITLE DOCUMENTS PROVIDED BY CLIENT.

FSI JOB NO. 03-43,300-25-ROW
 DRAWN BY: K. CLIFFORD
 SEPTEMBER 27, 2005

Flatirons, Inc. - Surveying & Engineering

5717 ARAPAHOE ROAD
 BOULDER, CO 80303
 PH: (303) 443-7001
 FAX: (303) 443-9830
 Established 1983



655 FOURTH AVENUE
 LONGMONT, CO 80501
 PH: (303) 776-1733
 FAX: (303) 776-4355
 www.flatsurv.com

JK
BK

WARRANTY DEED

THIS DEED, dated this 22nd day of NOVEMBER 2006, between **LEE & LEE PROPERTIES, LLC**, a Colorado limited liability company of the County of Adams and State of Colorado, grantor(s), and **THE COUNTY OF ADAMS, STATE OF COLORADO**, whose legal address is 450 South 4th Avenue, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum **SIXTY FIVE THOUSAND SIX HUNDRED AND NO/100'S DOLLARS (\$65,600.00)** and other 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.

also known by street and number as: **Vacant Land**

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 and gas interests, if any, and except: _____

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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.

GRANTOR: LEE & LEE PROPERTIES, LLC, a Colorado limited liability company

By: LEE, BYUNG MOO

As: Manager

STATE OF COLORADO)
)) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me in the County of DENVER, State of Colorado, this 22nd day of NOVEMBER, 2006, by BYUNG MOO LEE as MANAGER of LEE & LEE PROPERTIES, LLC, a Colorado limited liability company.

My commission expires: 03-19-2010

WITNESS my hand and official seal.



Ruth Dell'Amico
Notary Public

My Commission Expires March 19, 2010

After Recording, Please Mail To:

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

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
LEE & LEE PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY
AND
THE COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2

(WITHIN ADAMS COUNTY PARCEL #0182510407059)

LEGAL DESCRIPTION:

A PARCEL OF LAND DEDICATED AS RIGHT-OF-WAY BEING A PORTION OF PLOT 37 AND MAPLETON ADDITION AMENDED PLAT, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10, THENCE SOUTH 00°03'16" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, WITH ALL BEARINGS HEREIN RELATIVE THERETO, A DISTANCE OF 351.89 FEET; THENCE SOUTH 89°56'44" WEST, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. C0799128, SAID POINT BEING THE NORTHEAST CORNER OF MAPLETON INDUSTRIAL PARK FILING NO 2, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 89°29'38" WEST, ALONG THE NORTH LINE OF SAID MAPLETON INDUSTRIAL PARK FILING NO 2, A DISTANCE OF 10.00 FEET, TO THE NORTHEAST CORNER OF LOT 2 OF SAID MAPLETON INDUSTRIAL PARK FILING NO 2; THENCE NORTH 02°11'59" EAST, A DISTANCE OF 127.08 FEET; THENCE NORTH 03°28'06" WEST, A DISTANCE OF 93.82 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 88.44 FEET, SAID CURVE HAVING A RADIUS OF 60.00 FEET, AN INTERNAL ANGLE OF 84°27'23", AND A CHORD BEARING NORTH 45°41'48" WEST, A DISTANCE OF 80.65 FEET; THENCE NORTH 87°55'29" WEST, A DISTANCE OF 110.19 FEET; THENCE NORTH 82°16'23" WEST, A DISTANCE OF 102.49 FEET, TO A POINT ON THE EAST LINE OF TRACT B OF SAID MAPLETON INDUSTRIAL PARK FILING NO 2; THENCE NORTH 00°02'33" WEST, A DISTANCE OF 5.40 FEET TO THE SOUTH WEST CORNER OF THAT PARCEL OF LAND DEDICATED AS RIGHT-OF-WAY DESCRIBED AT RECEPTION NO. C0799128; THENCE ALONG THE SOUTHERLY LINE OF SAID RIGHT-OF-WAY, THE FOLLOWING SIX (6) COURSES: 1) NORTH 89°40'17" EAST, A DISTANCE OF 200.62 FEET, TO A POINT OF CURVATURE; 2) THENCE ALONG A CURVE TO THE RIGHT, A DISTANCE OF 35.91 FEET, SAID CURVE HAVING A RADIUS OF 114.32 FEET, AN INTERNAL ANGLE OF 18°00'00", AND A CHORD BEARING SOUTH 81°19'43" EAST, A DISTANCE OF 35.77 FEET; 3) THENCE SOUTH 63°53'40" EAST, A DISTANCE OF 20.86 FEET; 4) THENCE SOUTH 26°14'46" EAST, A DISTANCE OF 20.84 FEET, TO A POINT OF CURVATURE; 5) THENCE ALONG A CURVE TO THE RIGHT, A DISTANCE OF 45.08 FEET, SAID CURVE HAVING A RADIUS OF 143.50 FEET, AN INTERNAL ANGLE OF 18°00'00", AND A CHORD BEARING SOUTH 09°03'16" EAST, A DISTANCE OF 44.90 FEET; 6) THENCE NORTH 89°56'44" EAST, A DISTANCE OF 9.00 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF NORTH WASHINGTON STREET; THENCE SOUTH 00°03'16" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 223.60 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,905 SQUARE FEET OR 0.16 ACRE MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, JOHN B. GUYTON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF IS CORRECT.


JOHN B. GUYTON P.L.S. 16406
PRESIDENT, FLATIRONS, INC.



DATE

Flatirons, Inc. - Surveying & Engineering

FSI JOB NO. 03-43,300-02-ROW
DRAWN BY: K. CLIFFORD
OCTOBER 13, 2005

5717 ARAPAHOE ROAD
BOULDER, CO 80303
PH: (303) 443-7001
FAX: (303) 443-9830
Established 1983



655 FOURTH AVENUE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
www.flatirons.com

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
 LEE & LEE PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY
 AND
 THE COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 2 OF 2
 (WITHIN ADAMS COUNTY PARCEL #0182510407059)

POINT OF COMMENCEMENT
 NORTHEAST CORNER
 SE ¼, SE ¼, SEC. 10
 TOWNSHIP 3 SOUTH,
 R68W OF THE 6TH P.M.

EAST 58TH AVENUE

DEDICATED AS R-O-W
 (REC. NO. C0799128)



MAPLETON INDUSTRIAL
 PARK FILING NO 2
 TRACT B

MAPLETON ADDITION
 AMENDED PLAT
 N½ PLOT 37
 (REC. NO. C0799128)

NORTH WASHINGTON
 STREET

BASIS OF BEARINGS
 EAST LINE SOUTHEAST ¼,
 SEC 10, T3S, R68W, 6TH P.M.
 S00°03'16"E 351.89'



(IN FEET)

1 inch = 80 ft.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°56'44"W	30.00'
L2	S89°29'38"W	10.00'
L3	N00°02'33"W	5.40'
L4	S63°53'40"E	20.86'
L5	S26°14'46"E	20.84'
L6	N89°56'44"E	9.00'

MAPLETON INDUSTRIAL PARK FILING NO 2
 LOT 2

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	60.00'	88.44'	80.65'	N45°41'48"W	84°27'23"
C2	114.32'	35.91'	35.77'	S81°19'43"E	18°00'00"
C3	143.50'	45.08'	44.90'	S09°03'16"E	18°00'00"

THIS IS NOT A "LAND SURVEY PLAT" OR IMPROVEMENT SURVEY
 PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF
 TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. THIS EXHIBIT
 IS INTENDED TO DEPICT THE ACCOMPANYING PARCEL
 DESCRIPTIONS. RECORD INFORMATION SHOWN HEREON IS BASED
 ON TITLE DOCUMENTS PROVIDED BY CLIENT.

FSI JOB NO. 03-43,300-02-ROW
 DRAWN BY: K. CLIFFORD
 OCTOBER 13, 2005

Flatirons, Inc. - Surveying & Engineering

5717 ARAPAHOE ROAD
 BOULDER, CO 80303
 PH: (303) 443-7001
 FAX: (303) 443-9830
 Established 1983



655 FOURTH AVENUE
 LONGMONT, CO 80501
 PH: (303) 776-1733
 FAX: (303) 776-4355
 www.flatirons.com



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 11, 2017
SUBJECT: Amended Resolution for the 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 Amended Resolution for the 2017 Annual Action Plan which is required by HUD to receive CDBG and HOME funding.

BACKGROUND:

This is an amended resolution for the 2017 Annual Action Plan originally approved by the Board of County Commissioners on June 27, 2017. The original resolution omitted a clause giving the Chair the ability to sign Sub-Grantee agreements associated with the activities in the Annual Action Plan. This amended resolution corrects that mistake.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund:
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

AMENDED 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 Chair is authorized to sign the Sub-Grantee Agreements associated with the proposed activities outlined in the Annual Action Plan.

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.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 11, 2017
SUBJECT: Subdivision Improvements Agreement with SEC 2-3 Phoenix, LLC
FROM: Norman Wright, Director, Community and Economic Development Department
AGENCY/DEPARTMENT: Community and Economic Development and Public Works 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 Subdivision Improvement Agreement with SEC 2-3 Phoenix, LLC for the development of the Shook Subdivision.

BACKGROUND:

The applicant, SEC 2-3 Phoenix, LLC, is requesting to enter into a Subdivision Improvement Agreement (SIA) for the Shook Subdivision. Exhibit B of the Subdivision Improvements Agreement describes required improvements for development of the Subdivision. The Final Plat for the Subdivision was approved by the Board of County Commissioners (BoCC) on February 27, 2006. However, no SIA was approved with the Subdivision and, the Subdivision was never constructed.

The subject request is consistent with the requirement for approval for SIAs. In addition, staff reviewed the SIA and determined the documents conform to the requirement outlined in Section 5-02-05 of the County's Development Standard and Regulations. The Department of Community and Economic Development has also reviewed construction documents associated with the Subdivision. Final approval of the construction documents is contingent upon approval of the SIA.

As a requirement of the Subdivision Improvements Agreement, the Developer will furnish to the County a performance bond, releasable only by the County, to guarantee compliance with this Agreement. Said collateral will be in the amount of eight hundred and seventy eight thousand, five hundred eleven dollars and two cents (\$878,511.02).

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development and Public Works Department.

ATTACHED DOCUMENTS:

Resolution approving the Subdivision Improvements Agreement for the Shook subdivision, with SEC 2-3 Phoenix, LLC.

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:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING SUBDIVISION IMPROVEMENTS AGREEMENT FOR
SHOOK SUBDIVISION

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

WHEREAS, on February 27th, 2006, the Board of County Commissioners approved the final plat for the Shook Subdivision; and,

WHEREAS, in May 2017, the updated public improvement construction plans were preliminarily approved, contingent of approval of a Subdivision Improvements Agreement, by Adams County Community and Economic Development Department to allow the Developer to begin construction of certain public improvements for street construction, dry utilities, storm drainage and other site improvements; and,

WHEREAS, the Developer is requesting to start construction on the Shook Subdivision and has provided updated and approved construction plans; and,

WHEREAS, the Developer has agreed to provide collateral to meet the terms of the agreement; and,

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the Subdivision Improvements Agreement for Shook Subdivision, Case No. PLT2005-00051.

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

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

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County" and SEC 2-3 Phoenix, LLC, a Colorado limited liability company, hereinafter called "Developer".

WITNESSETH:

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

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

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

1. **Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "B" attached hereto, and by this reference made a part hereof.
2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit "B" for approval by the County. Upon request the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs to the County.
3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit "B".
4. **Time for Completion.** Improvements shall be completed according to the terms of this agreement within "construction completion date" appearing in Exhibit "B". The County may for good cause, grant extension of time for completion of any part or all of improvements appearing on said Exhibit "B". Any extension of time shall be in written form only.
5. **Guarantee of Compliance.**

Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of \$878,511.02 including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon approval of the final plat, completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the Public Works Department in accordance with section 5-02-06-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners, and until the final plat has been approved by the BoCC and the improvements described in Exhibit "B" have been preliminarily accepted by the Public Works Department.

6. **Acceptance and Maintenance of Public Improvements.** All improvements designated "public" on Exhibit "B" shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of

the County, becomes necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense. In the case of an emergency such written notice may be waived.

7. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit "A" attached hereto.

8. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

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

Public Improvements:

Completion of on-site improvements for the Shook Subdivision shall include:

- Construction of East 161st Place, Lomand Circle, Florence Way, Emporia Way, Galena Court, East 160nd Place and Hi-land Circle, and Elmira Street.
- Construction of temporary turnarounds per the approved Construction Plans for Geneva Court.
- Construction of related drainage ways, culverts and utilities.

See Exhibit "B" for description, estimated quantities and estimated construction costs.

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

B. **Public dedication of land for right-of-way purposes or other public purpose.** All street Right-of-Way was dedicated with the approved final plat. All necessary drainage easement shall be conveyed by separate instrument.

Sec 2-3 Phoenix, LLC
Developer

By: _____
Gene Osborne, Authorized Agent

By: _____
Name, Title

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____.

My commission expires: _____

Address: _____

Notary Public

APPROVED BY resolution at the meeting of the Adams County Board of Commissioners, this _____ day of _____, 2017.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk of the Board

Chairman

EXHIBIT A

Legal Description: Located in the Southeast ¼ of Section 3, Township 1 South, Range 67 West of the 6th P.M, County of Adams, State of Colorado

Shook Subdivision as recorded under Reception No. 20060228000202010 at the Adams County Clerk and Records Office.

EXHIBIT B

See attached Exhibit B.

Construction Completion Date: May 31, 2018

Initials or signature of Developer: _____



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 11, 2017
SUBJECT: Diligent Search Services
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: Human Services Department, Children and Family Services Division
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a proposal award with Maple Star Colorado to provide Diligent Search Services.

BACKGROUND:

The Diligent Search program consists of Family Finding Specialists who provide caseworker support such as, but not limited to, locating, engaging, connecting, and supporting family resources for children and youth to provide timely and adequate permanency. Family Finding Specialists will reach out to families and engage them through telephone contact, face-to-face meetings, and family team meetings.

A formal Request for Proposal was posted on Rocky Mountain E-Purchasing Bid System. Proposals were opened on April 19, 2017. Maple Star Colorado was the only proposal received. Maple Star held the previous agreement for Diligent Search Services and the Adams County Human Services Department, Children and Family Division has been satisfied with the service provided. The recommendation is to award the agreement for Diligent Search Services to Maple Star Colorado in the not to exceed amount of \$175,000.

This agreement is part of the Child Welfare Block Grant and will be funded as follows:

Year	Child Welfare Block Grant 80%	Adams County 20%	Total Year Price
2017/2018	\$140,000	\$35,000	\$175,000

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services Department, Children and Family Services Division
Revised 06/2016

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: 15
Cost Center: 201032001210

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5755		\$140,000
Additional Revenue not included in Current Budget:			
Total Revenues:			<u> </u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7645		\$175,000
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>\$175,000</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A PROPOSAL AND AWARDING AN AGREEMENT TO
MAPLE STAR COLORADO TO PROVIDE DILIGENT SEARCH SERVICES

WHEREAS, Maple Star Colorado submitted a proposal on April 17, 2017, to provide Diligent Search Services for the Adams County Human Services Department, Children and Family Services Division; and,

WHEREAS, after a thorough evaluation it was deemed that Maple Star Colorado was the most responsive and responsible proposer; and,

WHEREAS, Maple Star Colorado agrees to provide Diligent Search Services in the not to exceed amount of \$175,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to Maple Star Colorado to provide Diligent Search Services for the Adams County Human Services Department, Children and Family Division.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 11, 2017
SUBJECT: John Deere 410L Backhoe Trailer
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: Fleet Management
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a purchase order to Honnen Equipment for a John Deere 410L Backhoe Trailer for Fleet Management

BACKGROUND:

On March 26, 2015, John Deere Construction Retail Sales submitted a proposal to the National Joint Powers Alliance (NJPA) purchasing cooperative to provide construction and agricultural equipment to participating agencies. On May 19, 2015, a contract was awarded to John Deere Construction Retail Sales by NJPA for such equipment. The contract allows authorized resellers to sell John Deere equipment utilizing the negotiated cooperative pricing.

In 2017, budget appropriations were made to procure a new John Deere 410L Backhoe Trailer for Fleet Management. As Adams County is a participant in the NJPA purchasing cooperative, Fleet Management plans to utilize the contracted pricing to purchase the backhoe trailer in the amount of \$119,720.00 from Honnen Equipment which is an authorized NJPA reseller. Fleet Management feels the contracted pricing is fair and reasonable for this equipment. It is recommended that the purchase order be issued to Honnen Equipment for the purchase of one (1) John Deere 410L Backhoe Trailer for Fleet Management.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Fleet Management

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: 9111

	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:	9165	W91111734	\$145,000.00
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$145,000.00</u></u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AWARDING A PURCHASE ORDER TO
HONNEN EQUIPMENT FOR A 2017 JOHN DEERE 410L BACKHOE TRAILER

WHEREAS, John Deere Construction Retail Sales submitted a proposal on March 26, 2015 to provide construction and agricultural equipment to the National Joint Powers Alliance (NJPA) purchasing cooperative; and,

WHEREAS, John Deere Construction Retail Sales was awarded a contract on May 19, 2015 to provide construction and agricultural equipment through approved NJPA resellers; and,

WHEREAS, Honnen Equipment is an approved NJPA reseller; and,

WHEREAS, Adams County is a participant in the NJPA purchasing cooperative; and,

WHEREAS, Honnen Equipment agrees to provide one (1) 2017 John Deere 410L Backhoe Trailer in the amount of \$119,720.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that a Purchase Order be issued to Honnen Equipment to provide one 2017 John Deere 410L Backhoe Trailer for Fleet Management.

BE IT FURTHER RESOLVED that the Chair hereby authorizes the Purchasing Division to sign the purchase order with Honnen Equipment.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 11, 2017
SUBJECT: 2016 York Street Right-of-Way Acquisition Services
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
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 Amendment One to the agreement with Universal Field Services, Inc., for the York Street Right-of-Way Project Acquisition Services.

BACKGROUND:

The County is constructing a 4-lane minor arterial roadway along York Street. The roadway improvements shall consist of the following:

- New lane addition(s) on York Street along with curb, gutter, and sidewalk, from East 78th Avenue to Highway 224,
- Storm sewer infrastructure to support captured storm water in updated street section and storm sewer laterals currently draining into the County right-of-way (R.O.W.), and
- Collaboratively adjusting irrigation ditch location(s) with the irrigation lateral owner(s).

In order to accommodate the road widening it was necessary for the County to acquire property interests from approximately 32 property owners; partial right-of-way strip acquisitions (strip purchases along York Street) and permanent drainage easement areas. In addition to the permanent acquisitions, it will be necessary to acquire some temporary construction easements to facilitate construction. The property types consist of 18 residential and 14 commercial sites.

Adams County entered into an agreement with Universal Field Services, Inc., on August 4, 2016, for York Street Right-of-Way Acquisition Services after completing the Request for Proposal Process.

Universal Field Services, Inc., is in the process of addressing issues and concerns with several property owners who have yet to sign the Right of Way Acquisition Agreement. Public Works is requesting the agreement with Universal Field Services, Inc., be extended for 240 days from the date of the agreement to

complete the project. There is no cost associated with the requested time extension of this agreement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 13
Cost Center: 3056

	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	30561601W	\$267,340.00
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u> </u>

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

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

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND UNIVERSAL FIELD SERVICES, INC., FOR THE YORK STREET
RIGHT-OF-WAY ACQUISITION SERVICES

WHEREAS, Universal Field Services, Inc., submitted a proposal for the York Street Right-of-Way Acquisition Services for Public Works; and,

WHEREAS, on August 4, 2016, Adams County and Universal Field Services, Inc., entered into an agreement to provide acquisition services for the 2016 York Street Right-of Way Project; and,

WHEREAS, in order to allow time to address the concerns of property owners, Adams County and Universal Field Services, Inc., desire to extend the agreement to add two hundred and forty days (240) to the agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the agreement between Adams County and Universal Field Services, Inc., for the York Street Right-of-Way Acquisition Services be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment One with Universal Field Services, Inc., after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 11, 2017
SUBJECT: Dahlia Street Roadway and Drainage Improvements
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
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 Amendment One to the agreement with ICON Engineering for the Dahlia Street Roadway and Drainage Improvement Project

BACKGROUND:

Dahlia Street is classified as a Collector Road. The street is located within the limits of unincorporated Adams County. The current road does not have adequate drainage infrastructure in the vicinity nor sidewalks on both sides of the road. The County anticipates improving the roadway safety, capacity, and drainage along Dahlia Street. The project includes the roadway widening, curbs, gutters, sidewalks, bike lanes, storm sewer system and collaborations with other agencies.

Adams County entered into an agreement with ICON Engineering on May 10, 2016, to provide the design services, and the coordination efforts with South Adams County Water and Sanitation District, Colorado Department of Transportation, utility companies, and businesses and residents in the area for this project. This project is complex and is approximately 53% complete. In order to complete this project, it is necessary to extend the completion date an additional year from the date of the signed agreement. There is no additional cost associated with this extension date.

Adams County Public Works is recommending extending the agreement's expiration date an additional year at no additional cost to the County.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund:
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:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND ICON ENGINEERING FOR THE DAHLIA STREET ROADWAY
AND DRAINAGE IMPROVEMENTS PROJECT

WHEREAS, ICON Engineering submitted a proposal for the design services for Dahlia Street roadway and drainage improvements for Public Works; and,

WHEREAS, on May 10, 2016, Adams County and ICON Engineering entered into an agreement to provide design services for the Dahlia Street roadway and drainage improvements for Public Works; and,

WHEREAS, in order to complete the project, Public Works is recommending an extension of the current expiration date for an additional year beyond the date of the agreement at no additional cost to the County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the agreement between Adams County and ICON Engineering for Dahlia Street roadway and drainage improvements be approved.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 11, 2017
SUBJECT: East 58 th Avenue Improvements
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
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 Amendment One to the agreement with Drexel Barrell & Co. for Engineering and Land Survey Services for East 58 th Avenue improvements

BACKGROUND:

Drexel Barrell & Co. was awarded an agreement in May of 2016, to design roadway improvements on East 58th Avenue between Washington Street and York Street. Drexel Barrell & Co. is working on additional right-of-way to accommodate the new cross section and the storm drainage system located on East 58th Avenue from Washington Street to York Street. This portion of East 58th Avenue is a significant corridor for multiple districts and companies that have infrastructure within and crossing the corridor. These districts include; water and sewer, railroad, metropolitan wastewater, and dry utility companies. Along with the districts there are over 50 property owners that are located within this corridor and are affected by this project.

As we continue to progress with this project, additional time is required to further coordinate with various agencies and to communicate with adjacent property owners. Public Works is recommending the approval of Amendment One to extend this agreement to December 31, 2017, at no additional cost to the County.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund:
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 AMENDMENT ONE TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND DREXEL BARRELL & CO. FOR ENGINEERING AND LAND
SURVEY SERVICES FOR EAST 58TH AVENUE IMPROVEMENTS

WHEREAS, Drexel Barrell & Co. submitted a proposal for Engineering and Land Survey Services for East 58th Avenue improvements; and,

WHEREAS, on May 24, 2016, Adams County and Drexel Barrell & Co. entered into an agreement to provide Engineering and Land Survey Services for the East 58th Avenue improvements for Public Works; and,

WHEREAS, in order to complete the project, Public Works is extending the expiration date of the Agreement until December 31, 2017, at no additional cost to the County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the agreement between Adams County and Drexel Barrell & Co. for Engineering and Land Survey Services for East 58th Avenue improvements be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment One with Drexel Barrell & Co. after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 11, 2017
SUBJECT: Renewal of Employee Benefits Brokerage Services
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: Human Resources Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves Amendment One to the agreement with Hays Companies for employee benefits brokerage services

BACKGROUND:

In September 2015, Adams County began a new benefits philosophy that included a full integration of preventative care and wellness for its employees with the opening of the onsite health clinic and fitness center. As part of this new direction in managing healthcare costs, the data suggested that increased employee wellness leads to higher productivity and quality of life. Adams County was seeking an Employee Benefits Broker that could manage healthcare premium increases in a way that was sustainable with a specific focus on analytical data from an onsite health clinic and the County's current healthcare providers.

In July of 2016, an agreement was awarded to Hays Companies to provide employee benefits brokerage services for Adams County. The Human Resources Department finds the services provided by Hays Companies to be satisfactory.

It is recommended that the first renewal option to extend the agreement for one additional year be approved with Hays Companies in the not to exceed amount of \$115,000.00 for a new total contract value of \$230,000.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Resources Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 00019

Cost Center: 8622

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7635		\$115,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$115,000

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO AGREEMENT BETWEEN ADAMS
COUNTY AND HAYS COMPANIES FOR
EMPLOYEE BENEFITS BROKERAGE SERVICES

WHEREAS, the Board of County Commissioners awarded an agreement for employee benefits brokerage services with Hays Companies in 2016; and,

WHEREAS, the Human Resources Department is pleased with the work provided and would like to extend the agreement for an additional year; and,

WHEREAS, Hays Companies has agreed to perform these services in the not to exceed price of \$115,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the agreement between Adams County and Hays Companies for the employee benefits brokerage services be approved.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 11, 2017
SUBJECT: Substance Abuse Monitoring
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: Human Services Department, Children and Family Services Division
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a proposal award with Geo Reentry Services and Intervention to provide Substance Abuse Monitoring Services.

BACKGROUND:

During the course of child welfare involvement, the Adams County Human Services Department, Children and Family Services Division, may provide substance abuse monitoring services to clients as part of their treatment or safety plan. These services may or may not be court ordered. Substance monitoring services are intended to monitor a client’s sobriety as well as factor into decision making regarding whether or not substance abuse treatment is needed and whether to open, close, or continue cases. Services include but are not limited to: lab based urine drug screening, instant urine drug screening, breathalyzers and hair strand tests.

A formal Request for Proposal was posted on Rocky Mountain E-Purchasing Bid System. Proposals were opened on April 18, 2017. Four proposals were received and evaluated on:

1. Experience of the Agency
2. Qualifications of personnel
3. Capacity to provide services
4. Overall capability to provide oversight

After a thorough evaluation, the Human Services Department is recommending awarding to the following vendors:

Provider	Child Welfare Block Grant 80%	Adams County 20%	Total Year Price
Geo Reentry Services	\$104,000.00	\$26,000.00	\$130,000.00
Intervention	\$16,000.00	\$4,000.00	\$20,000.00
		Total	\$150,000.00

This agreement will be funded 80% through the Child Welfare Block Grant with a 20% Adams County match.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services Department, Children and Family Services Division

ATTACHED DOCUMENTS:

Resolution
Evaluation Spreadsheet

FISCAL IMPACT:

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

Fund: 15
Cost Center: 201032001210

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5155		\$120,000
Additional Revenue not included in Current Budget:			
Total Revenues:			<u><u> </u></u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7645		\$150,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$150,000</u></u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A PROPOSAL AND AWARDING AN AGREEMENT TO
GEO REENTRY SERVICES TO PROVIDE SUBSTANCE ABUSE MONITORING
SERVICES

WHEREAS, Geo Reentry Services submitted a proposal on April 18, 2017, to provide Substance Abuse Monitoring Services for the Adams County Human Services Department, Children and Family Services Division; and,

WHEREAS, after a thorough evaluation it was deemed that Geo Reentry Services was a responsive and responsible proposer; and,

WHEREAS, Geo Reentry Services agrees to provide Substance Abuse Monitoring Services in the not to exceed amount of \$130,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to Geo Reentry Services to provide Substance Abuse Monitoring Services for the Adams County Human Services Department, Children and Family Division.

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

2017.220 SUBSTANCE ABUSE MONITORING TOTAL EVALUATION FORM

CONTRACTOR: Intervention Inc

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Category Total	Cost
Experience of Agency	20	20	20	15	55	Cost was not evaluated
Qualifications of Personnel	25	23	25	20	68	
Capacity to Provide Services	30	25	20	15	60	
Overall Capability	25	22	20	25	67	
TOTALS:	100	90	85	75	250	

total	250
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CONTRACTOR: GEO Reentry Services

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Category Total	Cost
Experience of Agency	20	20	20	20	60	Cost was not evaluated
Qualifications of Personnel	25	22	25	25	72	
Capacity to Provide Services	30	27	30	25	82	
Overall Capability	25	23	25	25	73	
TOTALS:	100	92	100	95	287	

total	287
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CONTRACTOR: Pharmatech, Inc

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Category Total	Cost
Experience of Agency	20	10	15	20	45	Cost was not evaluated
Qualifications of Personnel	25	13	25	25	63	
Capacity to Provide Services	30	13	30	30	73	
Overall Capability	25	13	25	20	58	
TOTALS:	100	49	95	95	239	

total	239
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CONTRACTOR: Precise Monitoring, LLC

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Category Total	Cost
Experience of Agency	20	5	15	20	40	Cost was not evaluated
Qualifications of Personnel	25	5	20	25	50	
Capacity to Provide Services	30	5	30	25	60	
Overall Capability	25	5	20	25	50	
TOTALS:	100	20	85	95	200	

total	200
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PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 11, 2017
SUBJECT: Substance Abuse Monitoring
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: Human Services Department, Children and Family Services Division
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a proposal award with Geo Reentry Services and Intervention to provide Substance Abuse Monitoring Services.

BACKGROUND:

During the course of child welfare involvement, the Adams County Human Services Department, Children and Family Services Division, may provide substance abuse monitoring services to clients as part of their treatment or safety plan. These services may or may not be court ordered. Substance monitoring services are intended to monitor a client’s sobriety as well as factor into decision making regarding whether or not substance abuse treatment is needed and whether to open, close, or continue cases. Services include but are not limited to: lab based urine drug screening, instant urine drug screening, breathalyzers and hair strand tests.

A formal request for proposal was posted on Rocky Mountain E-Purchasing Bid System. Proposals were opened on April 18, 2017. Four proposals were received and evaluated on:

1. Experience of the Agency
2. Qualifications of personnel
3. Capacity to provide services
4. Overall capability to provide oversight

After a thorough evaluation, the Human Services Department is recommending awarding to the following vendors:

Provider	Child Welfare Block Grant 80%	Adams County 20%	Total Year Price
Geo Reentry Services	\$104,000.00	\$26,000.00	\$130,000.00
Intervention	\$16,000.00	\$4,000.00	\$20,000.00
		Total	\$150,000.00

This agreement will be funded 80% through the Child Welfare Block Grant with a 20% Adams County match.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services Department, Children and Family Services Division

ATTACHED DOCUMENTS:

Resolution
Evaluation Spreadsheet

FISCAL IMPACT:

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

Fund: 15
Cost Center: 201032001210

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5155		\$120,000
Additional Revenue not included in Current Budget:			
Total Revenues:			<u><u> </u></u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7645		\$150,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$150,000</u></u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A PROPOSAL AND AWARDING AN AGREEMENT TO
INTERVENTION TO PROVIDE SUBSTANCE ABUSE MONITORING SERVICES

WHEREAS, Intervention submitted a proposal on April 18, 2017, to provide Substance Abuse Monitoring Services for the Adams County Human Services Department, Children and Family Services Division; and,

WHEREAS, after a thorough evaluation it was deemed that Intervention was a responsible proposer; and,

WHEREAS, Intervention agrees to provide Substance Abuse Monitoring Services in the not to exceed amount of \$20,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to Intervention to provide Substance Abuse Monitoring for the Adams County Human Services Department, Children and Family Division.

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

2017.220 SUBSTANCE ABUSE MONITORING TOTAL EVALUATION FORM

CONTRACTOR: Intervention Inc

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Category Total	Cost
Experience of Agency	20	20	20	15	55	Cost was not evaluated
Qualifications of Personnel	25	23	25	20	68	
Capacity to Provide Services	30	25	20	15	60	
Overall Capability	25	22	20	25	67	
TOTALS:	100	90	85	75	250	

total	250
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CONTRACTOR: GEO Reentry Services

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Category Total	Cost
Experience of Agency	20	20	20	20	60	Cost was not evaluated
Qualifications of Personnel	25	22	25	25	72	
Capacity to Provide Services	30	27	30	25	82	
Overall Capability	25	23	25	25	73	
TOTALS:	100	92	100	95	287	

total	287
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CONTRACTOR: Pharmatech, Inc

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Category Total	Cost
Experience of Agency	20	10	15	20	45	Cost was not evaluated
Qualifications of Personnel	25	13	25	25	63	
Capacity to Provide Services	30	13	30	30	73	
Overall Capability	25	13	25	20	58	
TOTALS:	100	49	95	95	239	

total	239
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CONTRACTOR: Precise Monitoring, LLC

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Category Total	Cost
Experience of Agency	20	5	15	20	40	Cost was not evaluated
Qualifications of Personnel	25	5	20	25	50	
Capacity to Provide Services	30	5	30	25	60	
Overall Capability	25	5	20	25	50	
TOTALS:	100	20	85	95	200	

total	200
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PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 11, 2017
SUBJECT: Community Transit A-LIFT Service Provider
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: Human Services Department
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a proposal award to Seniors' Resource Center to provide community transit services.

BACKGROUND:

The A-LIFT program offers transportation services to Adams County residents who are disabled regardless of their age or who are 60 years of age and older. Transportation services include trips for; medical appointments, dental appointments, groceries, food bank sites, congregate meal sites, adult day and respite services, and personal trips.

The A-LIFT program receives eligible funds from Title III Older American Act and State of Colorado funding for Senior Services.

A formal Request for Proposal (RFP) was posted on Rocky Mountain Bidnet System on June 2, 2017, to seek a contractor to provide transportation services for the A-LIFT program. Seniors' Resource Center (SRC) was the only responder to the RFP. Seniors' Resource Center has proposed a \$26.49 per rider fee for this service.

After a thorough review, the evaluation team determined SRC's fees to be fair and reasonable in the not to exceed amount of \$609,270.00 for the initial term of the agreement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services Department

ATTACHED DOCUMENTS:

Resolution
Evaluation Spreadsheet

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: 1033

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5690	1,5	\$525,802
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$525,802</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7630		\$612,000
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>\$612,000</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A PROPOSAL AND AWARDING AN AGREEMENT TO
SENIORS' RESOURCE CENTER FOR COMMUNITY TRANSIT PROGRAM/A-LIFT
SERVICE

WHEREAS, Adams County is eligible to receive Title III Older American Act funds and State of Colorado funding for Senior Services for the delivery of transportation services; and,

WHEREAS, Adams County has been awarded previous funds through the Denver Regional Council of Governments to support Adams County's community transit program known as A-LIFT; and,

WHEREAS, A-LIFT will provide 23,000 one-way transportation rides for medical, nutrition, grocery, personal trips within eight miles of residence, and adult day services for Adams County residents ages 60 years and older and persons with disabilities from July 1, 2017 to June 30, 2018; and,

WHEREAS, Seniors' Resource Center submitted a proposal on June 2, 2017 to provide transportation services for Adams County's A-Lift program; and,

WHEREAS, after the evaluation it was deemed that Seniors' Resource Center was a responsive and responsible proposer; and,

WHEREAS, Seniors' Resource Center agreed to provide the service at a rate of \$26.49 per trip in an amount not to exceed \$609,270.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to Seniors' Resource Center for Community Transit Program/A-lift service for Human Services.

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

RFP 2017.609 - A-Lift Service

CONTRACTOR: Seniors' Resource Center									PRICE:	\$609,270.00
CATEGORY:	Weighting	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Evaluator 6	Evaluator 7	CATEGORY TOTALS
Service Program	25.00%	10	7.50	4.00	6.00	8.00	6.00			31.50
References	25.00%	10	7.00	1.00	8.00	8.00	9.00			33.00
Overall Proposal	30.00%	10	7.50	2.00	7.00	8.00	7.00			31.50
Cost	20.00%	10	10.00	10.00	10.00	10.00	10.00			
TOTALS:	100.00%	10.00	7.88	3.85	7.60	8.40	7.85	0.00	0.00	96.00

TOTAL WEIGHTED SCORE: 35.58

TOTAL AVG. SCORE: 7.12



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 11, 2017
SUBJECT: 2017 Video Inspection and Maintenance of Stormwater Infrastructure Protest
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: Transportation Department
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners rejects a vendor protest for the 2017 Video Inspection and Maintenance of Stormwater Infrastructure Project

BACKGROUND:

A formal invitation for bid (IFB) was published on Bidnet (Rocky Mountain E-Purchasing) on April 10, 2017. Bids were due on April 26, 2017 at 3:00 pm. The County received two bids which were opened publically by Purchasing. The two bids received were from the following firms:

- Industrial Pipe Solutions (IPS) at \$794,770.55
- Hoffman Southwest at \$723,018.26

IPS submitted a Bid Bond with their Bid.
Hoffman Southwest did not submit a Bid Bond with their Bid.

When Purchasing's Contract Specialist who was assigned to the project reviewed the bids the next day, she contacted Hoffman to advise them they didn't provide the bid bond. She spoke with an administrative staff member. That afternoon a bid bond was submitted to Purchasing by Hoffman, even though the Contract Specialist did not request one.

Hoffman Southwest's bid was originally rejected and listed as non-responsive because of the missing bid bond.

After further discussion with Hoffman Southwest, it was brought to light that even though the bid bond requirement was stated on the Rocky Mountain E-purchasing webpage (Bidnet), the requirement was not included in the actual IFB document the County uses in the purchasing process. It is the IFB document, and any Addenda, that would supersede the Bidnet webpage noted in summary.

Upon researching the discrepancy, the County's Procurement and Contracts Manager decided to accept Hoffman Southwest's bid, along with the bid bond they had provided. The reasoning behind the decision was it would be more reasonable to expect a supplier to review the actual bid document for the County's bid requirements rather than use the Bidnet webpage where the information was summarily presented.

After review by the County's assigned Engineer, it was determined that Hoffman Southwest met all requirements for the specifications in their bid. The bid award to Hoffman Southwest was presented at Public Hearing on June 20, 2017.

That afternoon, a formal Bid Protest was received from IPS, objecting to the award based on the Bid Bond not being received on the due date by Hoffman Southwest.

Per Purchasing Policy 1075 titled Vendor Protests, the policy requires that the County assemble a Protest Review Committee to review the protest. The group that convened was:

Kim Roland, Procurement and Contracts Manager
Jeff Maxwell, Director of Public Works
Doug Edelstein, Deputy County Attorney
Ben Dahlman, Finance Director
Kim Higgins, Internal Auditor
Patti Duncan, Interim Deputy County Manager
Bryan Ostler, Interim Deputy County Manager

After a thorough review of the protest, the Committee's considered the following:

- Both bidders did what was asked, depending on which source they referenced.
- The County's IFB should be considered the authoritative document, not the summary information on the Bidnet webpage.
- Even though the bid bond requirement was posted on the webpage, it would be unfair to expect new bidders to go back to the site to obtain information that should have been in the bid document.
- The bid bond would not materially affect the bid price.
- The IFB process (as stated in the IFB document) does allow for the County to waive any irregularities and the right to accept or reject any and all bids, including but not limited to any bid which does not meet bonding requirements.

The Committee is recommending that the IPS vendor protest be rejected and that the County proceed with the awarded vendor.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Transportation Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

	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:			

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION REJECTING VENDOR PROTEST FOR VIDEO INSPECTION AND
MAINTENANCE OF STORM WATER INFRASTRUCTURE

WHEREAS, on June 20, 2017, the Adams County Board of County Commissioners awarded an agreement to Hoffman Southwest for the County's Video Inspection and Maintenance of Storm Water Infrastructure based upon their bid for those services; and,

WHEREAS, Industrial Pipe Solutions, LLC participated in the bid process but was not awarded an agreement for solicited services; and,

WHEREAS, pursuant to the County's Purchasing Policies and Procedures, Industrial Pipe Solutions, LLC is protesting the award to Hoffman Southwest; and,

WHEREAS, the protest is based on the fact that the bid submitted by Hoffman Southwest did not include a bid bond; and,

WHEREAS, the Purchasing Policies and Procedures requires a committee to review the protest within three working days of receiving the protest; and,

WHEREAS, the committee met to consider the Industrial Pipe Solutions, LLC protest and after considering all aspects of the bid process recommends upholding the bid award and rejecting the vendor protest.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the bid award to Hoffman Southwest for video inspection and maintenance of storm water infrastructure, which was approved at public hearing on June 20, 2017, be upheld and the vendor protest by Industrial Pipe Solutions LLC be rejected.



COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT

CASE NO.: RCU2018-00008

CASE NAME: Boardwalk Pipeline Project Phase II-Powhaton

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- 1.1 Board of County Commissioners Alternative Findings for Denial
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- 2.3 Notice area Map
- 2.4 Future Land Use Map

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- 3.1 Applicant Written Explanation
- 3.2 Applicant Site Plan
- 3.3 Applicant Referral Response
- 3.4 The full application can be viewed at: <https://www.adcogov.org/planning/currentcases>

Exhibit 4- Referral Comments

- 4.1 Development Review Team Comments (Planning, Engineering, Right-of-Way, Building Safety, and Parks).
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- 4.3 Brighton Fire District
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- 6.1 Certificate of Posting
- 6.2 Public Hearing Notice
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6.9 Development Agreement resolution for Case # RCU2016-00016



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT
STAFF REPORT**

Board of County Commissioners

July 11, 2017

CASE No.: RCU2017-00008 CASE NAME: Boardwalk Pipeline Project Phase II-Powhaton	
Owner's Name:	Discovery DJ Services, LLC (Cory Jordan)
Applicant's Name:	Discovery DJ Services, LLC
Applicant's Address:	7859 Walnut Hill Lane, Suite 335, Dallas, TX 75230
Location of Request:	Multiple Parcels in Adams County (See Exhibit 2.1)
Nature of Request:	1) Conditional Use Permit to construct a new crude oil pipeline; & 2) Development Agreement that covers pre-construction requirements, construction and operational standards, and maintenance of pipelines.
Zone Districts:	Agriculture-3 (A-3)
Site Size:	Approximately 6 linear miles
Proposed Uses:	Oil Pipeline
Existing Use:	Agriculture uses & approved for a natural gas pipeline
Hearing Date(s):	PC: June 22, 2017 / 6:00 p.m.
	BOCC: July 11, 2017/ 9:30 a.m.
Report Date:	June 26, 2017
Case Manager:	Christopher C. La Rue <i>ccr</i>
Staff Recommendation:	APPROVAL with 33 Findings-of-Fact & 2 Conditions
PC Recommendation:	APPROVAL with 33 Findings-of-Fact & 1 Condition

SUMMARY OF PREVIOUS APPLICATIONS

On December 13, 2016, the Board of County Commissioners approved a Conditional Use Permit to construct a new natural gas, crude oil and produced liquids pipeline system, Central Delivery Point (CDP) facility, and development agreement through portions of Adams County (Case # RCU2016-00016). This project is currently under construction. The crude oil pipeline approved through this case terminated at the intersection of 120th Avenue and Powhaton Road.

SUMMARY OF APPLICATION

Background

The applicant, Discovery DJ Services (a joint venture between Discovery Midstream Partners, LLC & Ward Petroleum Corporation), is requesting a Conditional Use Permit (CUP) to allow a six mile long crude oil pipeline from the intersection of 120th Avenue and Powhaton Road to a processing facility in Weld County, Colorado. This CUP request extends the Boardwalk Pipeline Project (Case # RCU2016-00016) approved on December 13, 2016. The Boardwalk pipeline project was approved to allow two pipelines, one transporting natural gas from the CDP facility located at the intersection of East 136th Avenue and Highway 85 to Weld County. The second pipeline was approved to transport crude oil from the CDP facility and terminated at the intersection of 120th and Powhaton. According to the applicant, the intent was to extend the crude oil pipeline as well to a location in Weld County similar to the natural gas pipeline. However, logistics for the final destination of the pipeline had not been completed at the time of the Conditional Use Permit in 2016; thus compelling the location of the crude oil pipeline to terminate at 120th and Powhaton. The subject request is to extend the crude oil pipeline from 120th Avenue to Weld County. The proposed pipeline will be installed within the same easement as the previously permitted natural gas pipeline approved on December 13, 2016 by the BOCC.

According to the applicant, the extension of the crude oil pipeline for an additional six miles in length would reduce local truck traffic and emissions, as the pipeline will transport products that would have been delivered by large trucks.

Development Standards and Regulations Requirements

Oil and gas development is overseen by federal, state, and local regulations. Section 4-10-02-03 of the County's Development Standards and Regulations outlines requirements for oil and gas well drilling and production activities in the County. This section also defines oil and gas facilities as any site with associated equipment used for production, treatment and storage of oil and gas waste products. It also includes well pads and equipment used for production as well as temporary storage, staging of oil and gas or any other oil and gas operation, which may cause significant degradation to the environment.

Section 4-10-02-03-06 of the Development Standards and Regulations further outlines the County's process for permitting new oil and gas development sites. Specifically, the regulations contain a two-pronged approach: 1) obtain a Special Use Permit from the Board of Adjustment for each new site for oil and gas development; or 2) execute a Memorandum of Understanding (MOU) and submit an Administrative Use by Special Review Permit for each well pad. Well connects that are 10 inches or less in diameter and two miles or less in length, laid running from the custody transfer point or production facility for a new well to an existing gathering line connection point can be permitted through an executed MOU. However, in cases where pipelines do not conform to the definition of well connects, then a Conditional Use Permit is required. A Conditional Use Permit was required for the subject request because the proposed pipeline would extend beyond two miles in length.

Conditional Use Permit requirements are outlined in Section 2-02-08 of the County's Development Standards and Regulations. For these requests, the applicant must demonstrate that the request is compatible with the surrounding area, not detrimental to the immediate area, all off-site impacts have been addressed, and the site plan will provide the most convenient and functional use of the lots.

The CUP application include submittal items also outlined in Section 6-07-02 of the County's Development Standards and Regulations pertaining to Areas and Activities of State Interest permits. These items are relevant for larger scaled projects, and address issues related to the environment, finance, and other relevant topics. Submittal items outlined in the section include the following information:

- Detailed applicant information
- Extensive information regarding the project
- Information on property rights, permits, and other approvals
- Financial feasibility of the project
- Land use
- Local governmental services
- Financial burden on residents
- Local economy
- Environmental impact analysis: this included analysis on water (surface and ground water), visual impacts, air quality, wetland and riparian areas, flora and fauna, soils, geologic conditions, and areas of paleontological, historic or archaeological importance.

In addition, per Section 6-07-02-03 of the County's Development Standards and Regulations, the applicant is required to submit a routing analysis with at least three alternative routes for the proposed pipeline. According to documents submitted with the application, the preferred route selected for the entire length of the crude oil pipeline will be approximately 18.0 miles long. This 18-mile total length includes the portion of the pipeline that was approved by Adams County in December 2016, which runs from East 136th Avenue, to Weld County. The pipeline will be within an easement that is 80 feet wide, and approximately 174.5 acres of overall land area. The size of the pipeline will be 8.625 inches in diameter and it will operate at a pressure of up to 52,000 pounds per square inch (psi). The site plan submitted with the application also shows the pipeline will be buried at a minimum of 48 inches below grade, and the interior of the pipelines will be coated with an anti-corrosive material to prevent deterioration.

The applicant considered two additional alternative route alignments for the previous Conditional Use Permit pipeline project (see Exhibit 3.2). Although both alternatives offered a shorter, more direct route between the CDP facility and the natural gas compression and processing facility in Weld County, the alternative routes were in close proximity to several developments in the City of Brighton such as the new Prairie View retail area, and the Town of Lochbuie. In addition, the alternative routes show greater impact on adjacent properties such as Barr Lake State Park. The preferred pipeline routes impact only properties zoned Agriculture-3 (A-3) and within unincorporated Adams County. Sections 3-10 of the County's Development Standards and Regulations outline requirements for development in the A-3. Per this section of the Development Standards, the purpose of the A-3 zone district is to provide land, primarily in

holdings of at least thirty-five acres, for dryland or irrigated farming, pasturage, or other related food production uses. The A-3 zone district allows passive uses, including utilities, which are comparable to the proposed request. Staff's recommendation is that the preferred route proposed has the least impact on current and future development as compared with the other alternatives considered.

Staff reviewed submitted documentation with the application and has determined the information provided adequately conforms to the requirements for Areas and Activities of State Interest outlined in Section 6-07-02 of the Development Standards and Regulations. The application documents included information about the company and their financial ability to fund the project. Routing analysis submitted with the application also justified selection of the preferred route. The preferred alignment is the best route that minimizes potential impacts on existing residential developments. In addition, the majority of the property that the pipeline traverses is also predominately used for agriculture, and the construction of the pipeline will not impede current or future use of the surrounding properties. Staff also reviewed submitted environmental impact report included with the application and determined procedures and guidelines outlined in the report adequately demonstrate protection and preservation of water (surface and ground water), visual impacts, air quality, wetland and riparian areas, flora and fauna, soils, geologic conditions, and areas of paleontological, historic or archaeological importance.

Development Agreement

The applicant has agreed to enter into a development agreement with the County for the proposed pipeline. The agreement covers multiple requirements such as pre-construction approvals which include storm water, road crossing and traffic control permits, documentation of standard operating procedures and maintenance of the pipeline. In addition, the development agreement is required to address all comments from review agencies. The Development Agreement conforms to the aforementioned requirements.

Through the agreement, the applicant has also agreed to build the pipeline in accordance with federal safety standards and national engineering design codes. Section 3.B. of the development agreement requires that the pipeline be buried a minimum of 48 inches below ground, except in locations where this depth is not achievable. In such an instance, the pipeline will be equipped with additional mechanical protection, such as increased pipe wall thickness. The development agreement also contains a variety of additional requirements including the provision of "as built" construction drawings to the Adams County Assessor's Office within 120 days of construction completion, the requirement to obtain and comply with an approved traffic control plan, manage stormwater in accordance with local, state, and federal regulations, and many other requirements. Further, the applicant is responsible to maintain all Adams County roadway infrastructures by cleaning it and repairing any damage. The agreement also requires the pipeline to be located out of future road right-of-ways, and any land disturbed by the project area are required to be restored. The development agreement is attached to this report for review and consideration (see Exhibit 6.8). The development agreement has been signed by the applicant.

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

The proposed pipeline traverses lands designated in the County’s Comprehensive Plan as Mixed Use Employment and Agriculture future land use. Analysis of the two future land use designations and its intended purposes are discussed below:

Goals of the Mixed Use Employment Future Land Use:

Per Chapter 5 of the County’s Comprehensive Plan, the Mixed Use Employment future land use designation allows for a mixture of employment uses, including offices, retail, and clean, indoor manufacturing, distribution, warehousing, and airport and technology uses. The proposed pipeline will be located within existing pipeline easements and will not hinder development of the surrounding properties from achieving the goals of the Mixed Use Employment designation. In addition, the majority of activities in the area are agricultural with some oil and gas activities. Except initial construction activities, the surrounding properties will not be negatively impacted by the subject request.

Goals of the Agriculture Future Land Use:

Per Chapter 5 of the County’s Comprehensive Plan, Agriculture areas are not expected to develop, except for limited areas of low density residential at one dwelling per thirty-five acres. These areas are intended for dryland or irrigated farming, pasturage, or other related food production uses. The segment of the pipeline that runs through the Agriculture future land use designation area will be buried underground. The disturbed lands will also be restored to its original condition after construction of the pipeline.

Site Characteristics:

A majority of the properties that the pipeline traverses are predominantly used for agricultural purposes and single-family homes. Impacts from the pipeline extension are expected to be minimal. The pipeline will be buried underground and also located close to property edges; thus minimizing disturbance to existing and future uses.

General Surrounding Zoning Designations and Existing Use Activity:

Northwest A-3 Predominantly agriculture	North A-3 Predominantly agriculture	Northeast A-3 Predominantly agriculture
West A-3 Predominantly agriculture	Subject Properties A-3 Predominantly agriculture with some single-family	East A-3 Predominantly agriculture
Southwest A-3 Predominantly agriculture	South A-3 Predominantly agriculture	Southeast A-3 Predominantly agriculture

Compatibility with the Surrounding Land Uses:

Although the preferred route for the subject request is longer in distance as in comparison to the alternative routes considered; the route bypasses the City of Brighton, the more populated areas of unincorporated Adams County. The route also bypasses Barr Lake State Park and many local

businesses and residential areas. According to the applicant, the pipeline will be buried and strategically placed along perimeters of properties outside of future road right-of-ways to minimize potential impacts to surrounding properties. No landscaping is required for the pipeline right-of-way, as the lines will be buried underground and not visible.

Planning Commission Update:

The Planning Commission considered this case on June 22, 2017, and recommended unanimous approval of the request. At the hearing, the PC asked the applicant to explain safety requirements of the pipeline. The applicant informed the PC that the pipeline has specific testing requirements such as pressure testing, x-ray, and hydro testing to ensure safety. Both the PC and applicant had no concerns with the staff report or the recommended conditions of approval. Beside the applicant, no one from the public spoke in favor or in opposition to the request.

Staff Recommendation:

Based upon the application, the criteria for conditional use permit approval, and a recent site visit, staff recommends approval of this request with thirty-three findings-of-fact and two conditions.

Findings of fact:

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plans for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.
9. Documentation that prior to site disturbance associated with the Proposed Project, the Applicant can and will obtain all necessary property rights, permits and approvals. The Board

may, at its discretion, defer making a final decision on the application until outstanding property rights, permits and approvals are obtained or the Board may grant a Permit with conditions and/or conditions precedent which will adequately address outstanding concerns.

10. The Proposed Project considers the relevant provisions of the regional water quality plans.
11. The Applicant has the necessary expertise and financial capability to develop and operate the Proposed Project consistent with all requirements and conditions.
12. The Proposed Project is technically and financially feasible.
13. The Proposed Project is not subject to significant risk from Natural Hazards.
14. The Proposed Project is in general conformity with the applicable comprehensive plans.
15. The Proposed Project does not have a significant adverse effect on the capability of local government to provide services or exceed the capacity of service delivery systems.
16. The Proposed Project does not create an undue financial burden on existing or future residents of the County.
17. The Proposed Project does not significantly degrade any substantial sector of the local economy.
18. The Proposed Project does not unduly degrade the quality or quantity of recreational opportunities and experience.
19. The planning, design and operation of the Proposed Project reflects principals of resource conservation, energy efficiency and recycling or reuse.
20. The Proposed Project does not significantly degrade the environment. This includes the considerations that shall be used to determine whether there will be significant degradation of the environment. For purposes of this section, the term environment shall include:
 - Air quality,
 - Visual quality,
 - Surface water quality,
 - Groundwater quality,
 - Wetlands, flood plains, streambed meander limits, recharge areas, and riparian areas,
 - Terrestrial and aquatic animal life,
 - Terrestrial and aquatic plant life, and
 - Soils and geologic conditions.
21. The Proposed Project does not cause a nuisance and, if a nuisance has been determined to be created by the Proposed Project, the nuisance has been mitigated to the satisfaction of the County.

22. The Proposed Project does not significantly degrade areas of paleontological, historical, or archaeological importance.
23. The Proposed Project does not result in unreasonable risk of releases of hazardous materials. In making this determination as to such risk, the Board's consideration shall include:
 - Plans for compliance with Federal and State handling, storage, disposal and transportation requirements,
 - Use of waste minimization techniques, and
 - Adequacy of spill prevention and counter measures, and emergency response plans.
24. The benefits accruing to the County and its citizens from the proposed activity outweigh the losses of any resources within the County, or the losses of opportunities to develop such resources.
25. The Proposed Project is the best alternative available based on consideration of need, existing technology, cost, impact and these Regulations.
26. The Proposed Project shall not unduly degrade the quality or quantity of agricultural activities.
27. The proposed Project does not negatively affect transportation in the area.
28. All reasonable alternatives to the Proposed Project, including use of existing rights-of-way and joint use of rights-of-way wherever uses are compatible, have been adequately assessed and the Proposed Project is compatible with and represents the best interests of the people of the County and represents a fair and reasonable utilization of resources in the Impact Area.
29. The nature and location of the Proposed Project or expansion will not unduly interfere with existing easements, rights-of-way, other utilities, canals, mineral claims or roads.
30. Adequate electric, gas, telephone, water, sewage and other utilities exist or shall be developed to service the site.
31. The proposed project will not have a significantly adverse Net Effect on the capacities or functioning of streams, lakes and reservoirs in the impact area, nor on the permeability, volume, recharge capability and depth of aquifers in the impact area.
32. The purpose and need for the Proposed Project are to meet the needs of an increasing population within the County, the area and community development plans and population trends demonstrate clearly a need for such development.
33. The Proposed Project is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future

development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area.

Recommended Conditions of Approval:

Recommended Conditions:

1. The applicant shall comply with all terms and conditions of the approved Development Agreement.
2. The operator of the pipeline shall submit annual safety and testing reports to the Adams County Community and Economic Development Department. The reports shall be submitted the second week of each year.

PUBLIC COMMENTS

Property Owners Notified	Number of Responses
78	0

Staff sent referrals to all property owners within 500 feet of the pipeline route. As of writing this report, staff has received no comments from property owners notified.

COUNTY AGENCY COMMENTS

Adams County Building Safety Division:

No concerns noted

Adams County Code Compliance:

No concerns noted

Adams County Environmental Analyst:

No concerns noted

Adams County Finance Department:

No concerns noted

Adams County Parks & Community Resources Department:

No concerns noted

Adams County Sheriff's Office:

No concerns noted

Adams County Treasurer's Office

No concerns noted

Adams County Development Services Engineering

A floodplain use permit is not required for this project. The applicant shall submit and obtain approval for all construction permits prior to construction. The applicant shall also comply with all federal, state, and local water quality requirements. In addition, the applicant shall repair or replace any damaged County infrastructure.

Adams County Development Services Right-of-Way

All proposed pipelines shall be located within easements that are outside of the ultimate right-of-ways for roads, as determined by the Adams County Transportation Plan.

REFERRAL AGENCY COMMENTS

Responding with Comments or Concerns:

Anadarko Petroleum Corporation:

- Anadarko Petroleum Corporation stated their company has recorded oil and gas leases and pipelines that could be impacted by the proposed project. They indicated a consensus has been reached with the applicant and both parties have agreed to collaborate for safe planning and coordination of the project.

Commerce City:

- Commerce City responded to the referral review expressing concerns with the section of the pipeline that traverses through the City’s growth area. They also requested location of the pipeline to be located outside the City’s future road right-of-ways. The site plan submitted with the application shows the lines will be located outside the City’s potential future road rights-of-way.

Tri-County Health Department:

- Tri-County Health reviewed the request and provided documentation with guidelines on sanitary and solid waste disposal, groundwater discharge, and protection of septic systems and above ground valves. The applicant has agreed to comply with the guidelines and requirements of Tri-County. In addition, the Development Agreement has requirements for the applicant to comply with all Tri-County requirements.

Responding without Concerns:

Brighton Fire District
CDPHE
United Power

Notified but not Responding / Considered a Favorable Response:

Burlington Ditch Company
CDPHE
Century Link
Colorado Division of Wildlife
Comcast
DIA
FAA

Metro Wastewater Reclamation
RTD
School District 27J
VanAire HOA
Weld County
Xcel Energy



MEMORANDUM

To: Board of County Commissioners

From: Christopher C. La Rue, Senior Planner

Subject: Boardwalk Pipeline Project / Case #RCU2017-00008

Date: July 11, 2017

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

ALTERNATIVE RECOMMENDED FINDINGS

1. The conditional use is not permitted in the applicable zone district.
2. The conditional use is not consistent with the purposes of these standards and regulations.
3. The conditional use will not comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
4. The conditional use is not compatible with the surrounding area, harmonious with the character of the neighborhood, detrimental to the immediate area, detrimental to the future development of the area, and detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has not addressed all off-site impacts.
6. The site is not suitable for the conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will not provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are not available and are not adequate to serve the needs of the conditional use as designed and proposed.

9. Documentation that prior to site disturbance associated with the Proposed Project, the Applicant cannot and will not obtain all necessary property rights, permits and approvals. The Board may, at its discretion, defer making a final decision on the application until outstanding property rights, permits and approvals are obtained or the Board may grant a Permit with conditions and/or conditions precedent which will adequately address outstanding concerns.
10. The Proposed Project does not consider the relevant provisions of the regional water quality plans.
11. The Applicant does not have the necessary expertise and financial capability to develop and operate the Proposed Project consistent with all requirements and conditions.
12. The Proposed Project is not technically and financially feasible.
13. The Proposed Project is subject to significant risk from Natural Hazards.
14. The Proposed Project is not in general conformity with the applicable comprehensive plans.
15. The Proposed Project has a significant adverse effect on the capability of local government to provide services or exceed the capacity of service delivery systems.
16. The Proposed Project creates an undue financial burden on existing or future residents of the County.
17. The Proposed Project significantly degrades any substantial sector of the local economy.
18. The Proposed Project unduly degrades the quality or quantity of recreational opportunities and experience.
19. The planning, design and operation of the Proposed Project does not reflect principals of resource conservation, energy efficiency and recycling or reuse.
20. The Proposed Project significantly degrades the environment. Appendix A includes the considerations that shall be used to determine whether there will be significant degradation of the environment. For purposes of this section, the term environment shall include:
 - Air quality,
 - Visual quality,
 - Surface water quality,
 - Groundwater quality,
 - Wetlands, flood plains, streambed meander limits, recharge areas, and riparian areas,
 - Terrestrial and aquatic animal life,
 - Terrestrial and aquatic plant life, and

- Soils and geologic conditions.
21. The Proposed Project causes a nuisance and, if a nuisance has been determined to be created by the Proposed Project, the nuisance has been mitigated to the satisfaction of the County.
 22. The Proposed Project significantly degrades areas of paleontological, historical, or archaeological importance.
 23. The Proposed Project results in unreasonable risk of releases of hazardous materials. In making this determination as to such risk, the Board's consideration shall include:
 - Plans for compliance with Federal and State handling, storage, disposal and transportation requirements,
 - Use of waste minimization techniques, and
 - Adequacy of spill prevention and counter measures, and emergency response plans.
 24. The benefits accruing to the County and its citizens from the proposed activity do not outweigh the losses of any resources within the County, or the losses of opportunities to develop such resources.
 25. The Proposed Project is not the best alternative available based on consideration of need, existing technology, cost, impact and these Regulations.
 26. 18. The Proposed Project unduly degrades the quality or quantity of agricultural activities.
 27. The proposed Project negatively affects transportation in the area.
 28. All reasonable alternatives to the Proposed Project, including use of existing rights-of-way and joint use of rights-of-way wherever uses are compatible, have not been adequately assessed and the Proposed Project is not compatible with and does not represent the best interests of the people of the County and does not represent a fair and reasonable utilization of resources in the Impact Area.
 29. The nature and location of the Proposed Project or expansion will unduly interfere with existing easements, rights-of-way, other utilities, canals, mineral claims or roads.
 30. Adequate electric, gas, telephone, water, sewage and other utilities do not exist or shall not be developed to service the site.
 31. The proposed project will have a significantly adverse Net Effect on the capacities or functioning of streams, lakes and reservoirs in the impact area, or on the permeability, volume, recharge capability and depth of aquifers in the impact area.


32. The purpose and need for the Proposed Project are not to meet the needs of an increasing population within the County, the area and community development plans and population trends do not demonstrate clearly a need for such development.
33. The Proposed Project is not compatible with the surrounding area, not harmonious with the character of the neighborhood, detrimental to the immediate area, detrimental to the future development of the area, and detrimental to the health, safety, or welfare of the inhabitants of the area.



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT
STAFF REPORT**

Planning Commission

June 22, 2017

CASE No.: RCU2017-00008 CASE NAME: Boardwalk Pipeline Project Phase II-Powhaton	
Owner's Name:	Discovery DJ Services, LLC (Cory Jordan)
Applicant's Name:	Discovery DJ Services, LLC
Applicant's Address:	7859 Walnut Hill Lane, Suite 335, Dallas, TX 75230
Location of Request:	Multiple Parcels in Adams County (See Exhibit 2.1)
Nature of Request:	1) Conditional Use Permit to construct a new crude oil pipeline; & 2) Development Agreement that covers pre-construction requirements, construction and operational standards, and maintenance of pipelines.
Zone Districts:	Agriculture-3 (A-3)
Site Size:	Approximately 6 linear miles
Proposed Uses:	Oil Pipeline
Existing Use:	Agriculture uses & approved for a natural gas pipeline
Hearing Date(s):	PC: June 22, 2017 / 6:00 p.m.
	BOCC: July 11, 2017/ 9:30 a.m.
Report Date:	May 24, 2017
Case Manager:	Christopher C. La Rue 
Staff Recommendation:	APPROVAL with 33 Findings-of-Fact & 2 Conditions

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In addition, the CUP application contained submittal items from Section 6-07-02 of the County's Development Standards and Regulations pertaining to Areas and Activities of State Interest permits. These items are relevant to projects of significant scale and address issues related to the environmental impacts of a project, financial impacts, and other relevant topics. Submittal items outlined in the section include the following information:

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- Extensive information regarding the project
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The applicant considered two additional alternative route alignments for the previous Conditional Use Permit pipeline project (see Exhibit 3.2). Although both alternatives offered a shorter, more direct route between the CDP facility and the natural gas compression and processing facility in Weld County, the alternative routes were in close proximity to several developments in the City of Brighton such as the new Prairie View retail area, and the Town of Lochbuie. In addition, the alternative routes would have greater impact on adjacent properties such as Barr Lake State Park. The preferred pipeline routes impact only properties zoned Agriculture-3 (A-3) within unincorporated Adams County. Sections 3-10 of the County's Development Standards and Regulations outline requirements for development in the A-3. Per this section of the Development Standards, the purpose of the A-3 zone district is to provide land, primarily in

holdings of at least thirty-five acres, for dryland or irrigated farming, pasturage, or other related food production uses. The A-3 zone district allows passive uses, including utilities, which are comparable to the proposed request. Staff's recommendation is that the preferred route proposed by the applicant has the least impact on current and future development compared to the other alternatives considered.

Staff reviewed submitted documentation with the application and has determined the information provided adequately conforms to the requirements for Areas and Activities of State Interest outlined in Section 6-07-02 of the Development Standards and Regulations. The applicant provided information about the company and their financial ability to fund the project. Routing analysis submitted with the application also justified selection of the preferred route. The preferred alignment is the best route that minimizes potential impacts on existing residential developments. In addition, the majority of the property that the pipeline traverses is also predominately used for agriculture, and the construction of the pipeline will not impede current or future use of the surrounding properties. Staff also reviewed the submitted environmental impact report and determined procedures and guidelines outlined in the report adequately demonstrate protection and preservation of water (surface and ground water), visual impacts, air quality, wetland and riparian areas, flora and fauna, soils, geologic conditions, and areas of paleontological, historic or archaeological importance.

Development Agreement

The applicant has agreed to enter into a development agreement with the County for the proposed pipeline. The agreement covers multiple requirements such as pre-construction compliance with referrals, submittal of construction plans, and submittal of traffic control plans, standards of construction for the pipeline, operational standards, and ongoing maintenance of the pipeline. Through the agreement, the applicant has formally agreed to build the pipeline in accordance with federal safety standards and national engineering design codes. Section 3.B. of the development agreement requires that the pipeline be buried a minimum of 48 inches below ground, except in locations where this burial depth is not achievable. In those cases, the pipeline will have additional mechanical protection, such as increased pipe wall thickness. The development agreement also contains a wide variety of additional requirements including the provision of "as built" construction drawings to the Adams County Assessor's Office within 120 days of construction completion, the requirement to obtain and comply with an approved traffic control plan, requirements to manage stormwater in accordance with local, state, and federal regulations, and many other requirements. The applicant is responsible to maintain all Adams County roadway infrastructures by cleaning it and repairing any damage. In addition, the agreement requires the pipeline to be located out of future road right-of-ways. Any lands disturbed by the project area are required to be restored. The development agreement is attached to this report for review and consideration (see Exhibit 6.8).

Staff is recommending execution of the development agreement as a condition of approval with this request. Specifically, the recommended condition requires execution of the development agreement prior to the Board of County Commissioner's hearing.

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

The proposed pipeline traverses lands designated in the County’s Comprehensive Plan as Mixed Use Employment and Agriculture future land use. Analysis of the two future land use designations and its intended purposes are discussed below:

Goals of the Mixed Use Employment Future Land Use:

Per Chapter 5 of the County’s Comprehensive Plan, the Mixed Use Employment future land use designation allows for a mixture of employment uses, including offices, retail, and clean, indoor manufacturing, distribution, warehousing, and airport and technology uses. The proposed pipeline will be located within existing pipeline easements and will not hinder development of the surrounding properties from achieving the goals of the Mixed Use Employment designation. In addition, the majority of activities in the area are agricultural with some oil and gas activities. Except, initial construction activities, the surrounding properties will not be negatively impacted by the subject request.

Goals of the Agriculture Future Land Use:

Per Chapter 5 of the County’s Comprehensive Plan, Agriculture areas are not expected to develop, except for limited areas of low density residential at one dwelling per thirty-five acres. These areas are intended for dryland or irrigated farming, pasturage, or other related food production uses. The segment of the pipeline that runs through the Agriculture future land use designation area will be buried underground. The disturbed lands will also be restored to its original condition after construction of the pipeline.

Site Characteristics:

A majority of the properties to be utilized through easements are predominantly used for agricultural purposes and single-family homes. Impacts from the pipeline extension are expected to be minimal. The pipeline will be buried underground and also located close to property edges; thus minimizing disturbance to existing and future uses.

General Surrounding Zoning Designations and Existing Use Activity:

Northwest A-3 Predominantly agriculture	North A-3 Predominantly agriculture	Northeast A-3 Predominantly agriculture
West A-3 Predominantly agriculture	Subject Properties A-3 Predominantly agriculture with some single-family	East A-3 Predominantly agriculture
Southwest A-3 Predominantly agriculture	South A-3 Predominantly agriculture	Southeast A-3 Predominantly agriculture

Compatibility with the Surrounding Land Uses:

Although the preferred route for the subject request is longer in distance as in comparison to the alternative routes considered; the route bypasses the City of Brighton, the more populated areas

of unincorporated Adams County. The route also bypasses Barr Lake State Park and many local businesses and residential areas. According to the applicant, the pipeline will be buried and strategically placed along perimeters of properties outside of future road right-of-ways to minimize potential impacts to surrounding properties. No landscaping is required for the pipeline right-of-way as the lines will be buried underground.

Staff Recommendation:

Based upon the application, the criteria for conditional use permit approval, and a recent site visit, staff recommends approval of this request with thirty-three findings-of-fact and two conditions.

Findings of fact:

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plans for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.
9. Documentation that prior to site disturbance associated with the Proposed Project, the Applicant can and will obtain all necessary property rights, permits and approvals. The Board may, at its discretion, defer making a final decision on the application until outstanding property rights, permits and approvals are obtained or the Board may grant a Permit with conditions and/or conditions precedent which will adequately address outstanding concerns.
10. The Proposed Project considers the relevant provisions of the regional water quality plans.

11. The Applicant has the necessary expertise and financial capability to develop and operate the Proposed Project consistent with all requirements and conditions.
12. The Proposed Project is technically and financially feasible.
13. The Proposed Project is not subject to significant risk from Natural Hazards.
14. The Proposed Project is in general conformity with the applicable comprehensive plans.
15. The Proposed Project does not have a significant adverse effect on the capability of local government to provide services or exceed the capacity of service delivery systems.
16. The Proposed Project does not create an undue financial burden on existing or future residents of the County.
17. The Proposed Project does not significantly degrade any substantial sector of the local economy.
18. The Proposed Project does not unduly degrade the quality or quantity of recreational opportunities and experience.
19. The planning, design and operation of the Proposed Project reflects principals of resource conservation, energy efficiency and recycling or reuse.
20. The Proposed Project does not significantly degrade the environment. This includes the considerations that shall be used to determine whether there will be significant degradation of the environment. For purposes of this section, the term environment shall include:
 - Air quality,
 - Visual quality,
 - Surface water quality,
 - Groundwater quality,
 - Wetlands, flood plains, streambed meander limits, recharge areas, and riparian areas,
 - Terrestrial and aquatic animal life,
 - Terrestrial and aquatic plant life, and
 - Soils and geologic conditions.
21. The Proposed Project does not cause a nuisance and, if a nuisance has been determined to be created by the Proposed Project, the nuisance has been mitigated to the satisfaction of the County.
22. The Proposed Project does not significantly degrade areas of paleontological, historical, or archaeological importance.
23. The Proposed Project does not result in unreasonable risk of releases of hazardous materials. In making this determination as to such risk, the Board's consideration shall include:

- Plans for compliance with Federal and State handling, storage, disposal and transportation requirements,
 - Use of waste minimization techniques, and
 - Adequacy of spill prevention and counter measures, and emergency response plans.
24. The benefits accruing to the County and its citizens from the proposed activity outweigh the losses of any resources within the County, or the losses of opportunities to develop such resources.
 25. The Proposed Project is the best alternative available based on consideration of need, existing technology, cost, impact and these Regulations.
 26. The Proposed Project shall not unduly degrade the quality or quantity of agricultural activities.
 27. The proposed Project does not negatively affect transportation in the area.
 28. All reasonable alternatives to the Proposed Project, including use of existing rights-of-way and joint use of rights-of-way wherever uses are compatible, have been adequately assessed and the Proposed Project is compatible with and represents the best interests of the people of the County and represents a fair and reasonable utilization of resources in the Impact Area.
 29. The nature and location of the Proposed Project or expansion will not unduly interfere with existing easements, rights-of-way, other utilities, canals, mineral claims or roads.
 30. Adequate electric, gas, telephone, water, sewage and other utilities exist or shall be developed to service the site.
 31. The proposed project will not have a significantly adverse Net Effect on the capacities or functioning of streams, lakes and reservoirs in the impact area, nor on the permeability, volume, recharge capability and depth of aquifers in the impact area.
 32. The purpose and need for the Proposed Project are to meet the needs of an increasing population within the County, the area and community development plans and population trends demonstrate clearly a need for such development.
 33. The Proposed Project is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area.

Recommended Conditions of Approval:

Recommended Conditions:

1. The applicant shall execute a Development Agreement for this project prior to the scheduled July 11, 2017 Board of County Commissioners hearing for this application. The executed Development Agreement shall be submitted to staff no later than June 30, 2017.
2. The applicant shall comply with all terms and conditions of the approved Development Agreement between Discovery DJ Services, LLC and Adams County.

PUBLIC COMMENTS

Property Owners Notified	Number of Responses
78	0

Staff sent referrals to all property owners within 500 feet of each side of the pipeline route. As of writing this report, staff has received no comments from property owners notified.

COUNTY AGENCY COMMENTS

Adams County Building Safety Division:

No concerns noted

Adams County Code Compliance:

No concerns noted

Adams County Environmental Analyst:

No concerns noted

Adams County Finance Department:

No concerns noted

Adams County Parks & Community Resources Department:

No concerns noted

Adams County Sheriff’s Office:

No concerns noted

Adams County Treasurer’s Office

No concerns noted

Adams County Development Services Engineering

A floodplain use permit is not required for this project. The applicant shall submit and obtain approval for all construction permits prior to construction. The applicant shall also comply with all federal, state, and local water quality requirements. In addition, the applicant shall repair or replace any damaged County infrastructure.

Adams County Development Services Right-of-Way

All proposed pipelines shall be located within easements that are outside of the ultimate right-of ways for roads, as determined by the Adams County Transportation Plan.

REFERRAL AGENCY COMMENTS

Responding with Comments or Concerns:

Anadarko Petroleum Corporation:

- Anadarko Petroleum Corporation stated their company has recorded oil and gas leases and pipelines that could be impacted by the proposed project. They indicated a consensus has been reached with the applicant and both parties have agreed to collaborate for safe planning and coordination of the project.

Commerce City:

- Commerce City responded to the referral review expressing concerns with the section of the pipeline that traverses through the City's growth area. They also requested location of the pipeline to be located outside the City's future road right-of-ways. The site plan submitted with the application shows the lines will be located outside the City's potential future road rights-of-way.

Tri-County Health Department:

- Tri-County Health reviewed the request and provided documentation with guidelines on sanitary and solid waste disposal, groundwater discharge, and protection of septic systems and above ground valves. The applicant has agreed to comply with the guidelines and requirements of Tri-County. In addition, the Development Agreement has requirements for the applicant to comply with all Tri-County requirements.

Responding without Concerns:

Brighton Fire District

CDPHE

United Power

Notified but not Responding / Considered a Favorable Response:

Burlington Ditch Company

CDPHE

Century Link

Colorado Division of Wildlife

Comcast

DIA

FAA

Metro Wastewater Reclamation

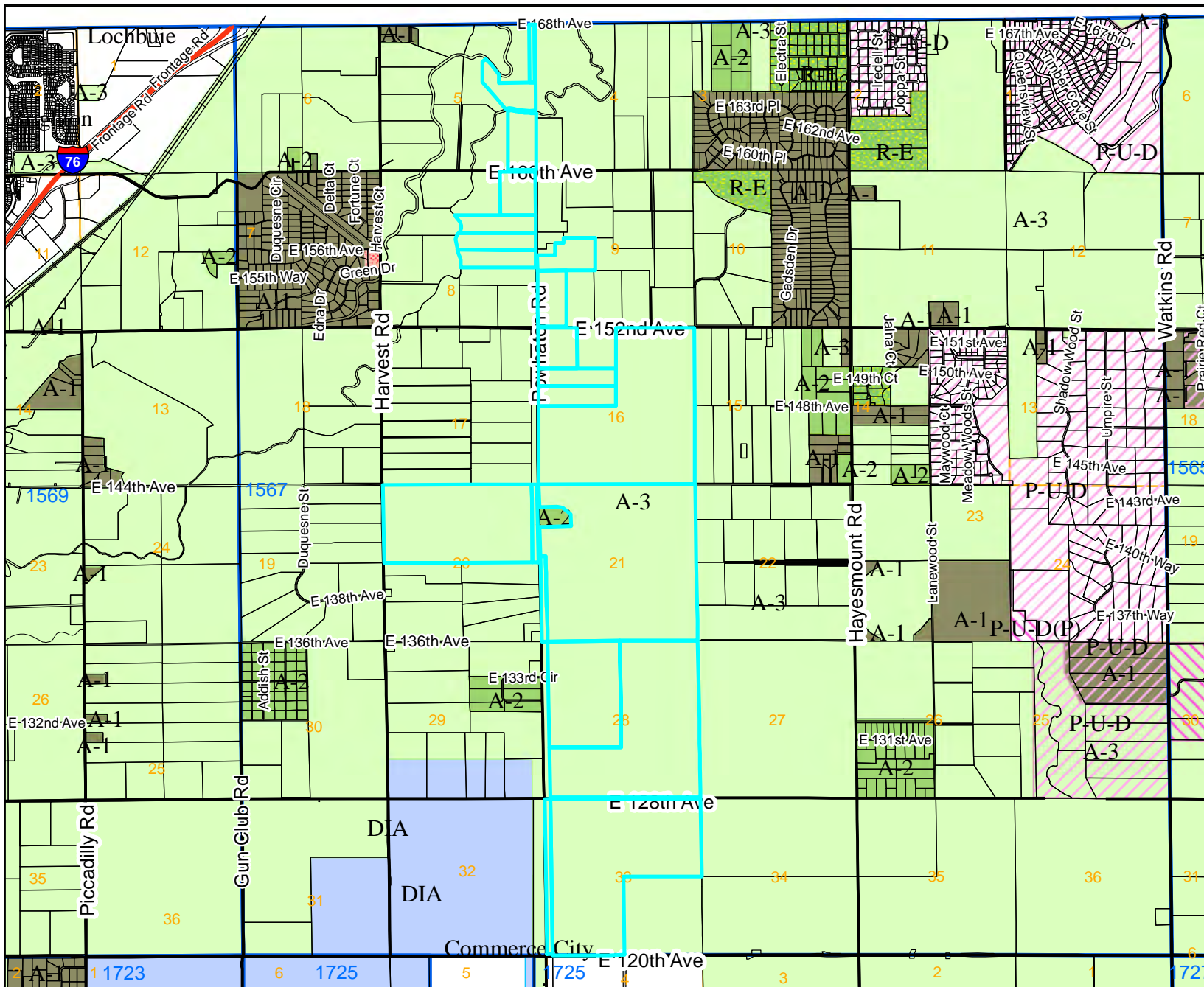
RTD

School District 27J

VanAire HOA

Weld County

Xcel Energy



LEGEND

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

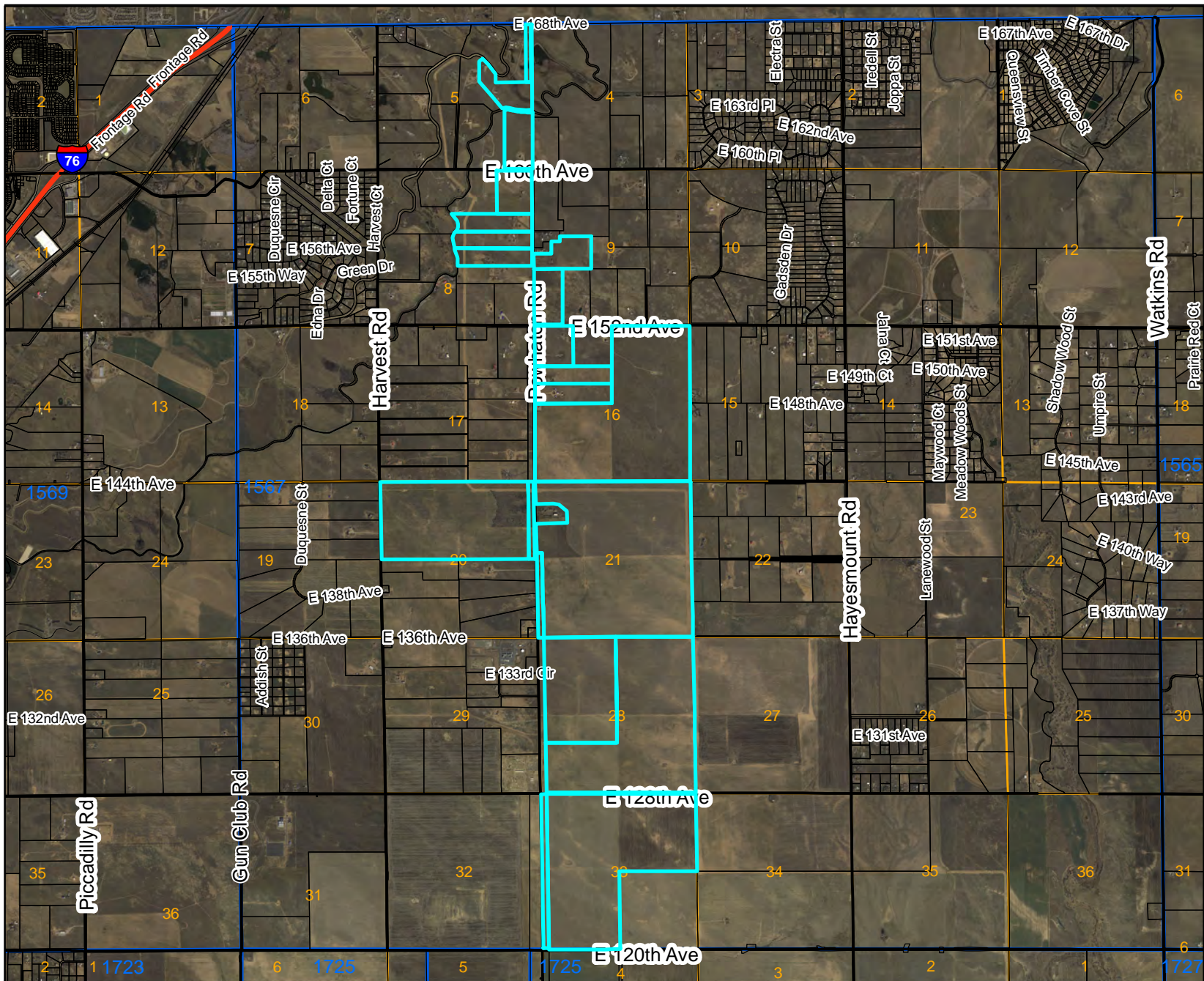
Boardwalk Pipeline Project-Phase II
RCU2017-00008



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LEGEND

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

Boardwalk Pipeline Project-Phase II

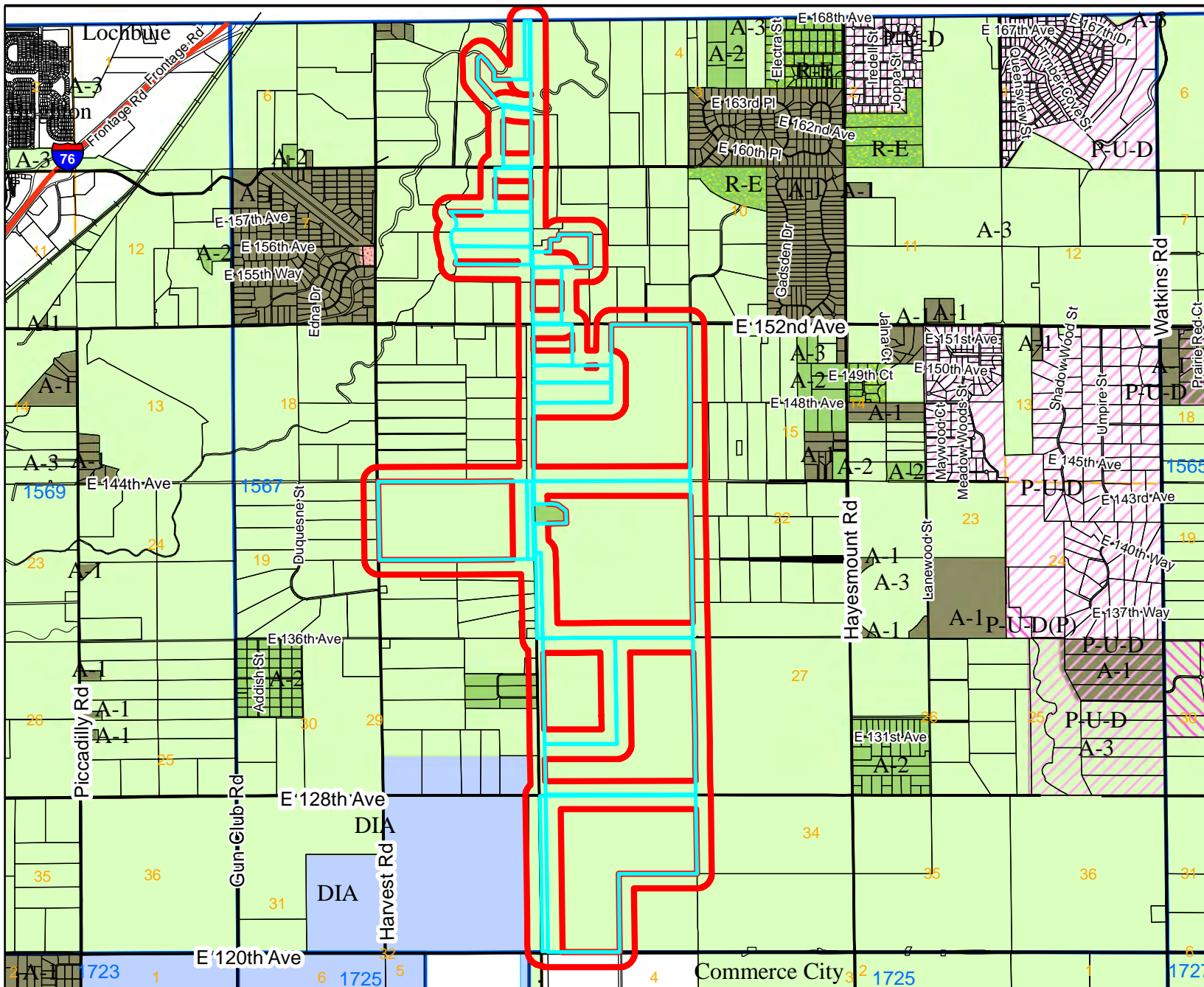
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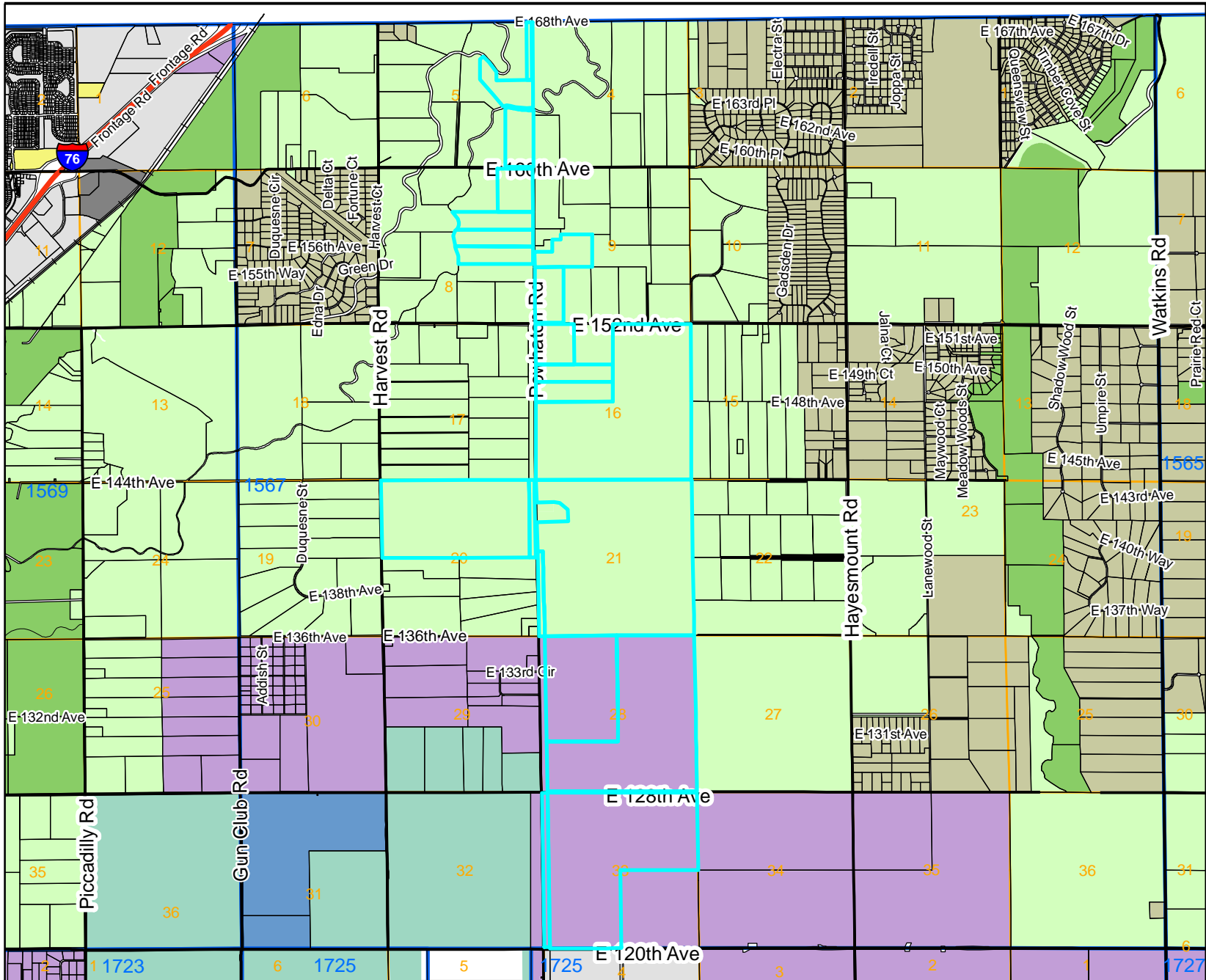
- ★ Special Zoning Conditions
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- DIA
- P-U-D
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Boardwalk Pipeline Project-Phase II
RCU2017-00008



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LEGEND

- Special Zoning Conditions
- Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

- A-1
- A-2
- A-3
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Boardwalk Pipeline Project-Phase II
RCU2017-00008



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1.0 INTRODUCTION

Discovery DJ Services, LLC (“Discovery”), a joint venture between Discovery Midstream Partners, LLC and Ward Petroleum, is submitting this application for a Conditional Use Permit (“CUP”) to Adams County. The application is in accordance with the requirements outlined under Chapter 2 of the Adams County Development Standards and Regulations (“ACDSR”), the Conditional Use Permit Checklist, and additional requested submittal criteria for the Adams County Areas and Activities of State Interest (“AASI”) Checklist, as outlined during the conceptual review process and subsequent Adams County Conceptual Review Meeting Summary Letter dated January 30, 2017 and further discussed under Section 2.4 below.

This CUP application is organized in an order to address the requirements of: i) the CUP Checklist; ii) the specific additional applicable items from the AASI Checklist; and iii) additional information as outlined in the conceptual review summary letter and requested by the Adams County Planning Department (“ACPD”) staff.

1.1 PURPOSE & NEED

Advances in oil and gas extraction technologies have resulted in a substantial increase in oil and gas activities across Colorado, more specifically in the Denver-Julesburg Basin and Wattenberg Fields within Adams County. Crude oil and produced liquids (condensate, produced water) from these wells impede the natural gas production and require transportation to oil and gas facilities for processing, treatment, and either disposal or sale to regional markets. Currently, these liquids are transported by truck from the individual well pads resulting in an increasing number of trucks per day on the local city and county roads and state highways. Similarly, the existing natural gas infrastructure in and around these wells is at capacity or doesn’t exist within areas of new drilling. Centralized collection of these liquids and more efficient means of transportation are required to reduce the local truck traffic and facilitate transportation of the natural gas and produced liquids to locations where they can be processed and sold to meet market demands. The Project is a necessary component of the overall system to gather, process, transport and market the area’s natural resources in the Niobrara and Codell formations.

1.2 PROJECT OVERVIEW

The Boardwalk Pipeline Project included a 29.4-mile natural gas gathering trunkline to a new natural gas compression and processing facility located approximately 4.3-miles northwest of Lochbuie, Colorado in the SW of Section 11, Township 1N, Range 66W where the gas will be processed to recover natural gas liquids (“NGL”)’s for delivery to a nearby third party via a new 0.6-mile NGL sales pipeline. Conversely, pipeline quality natural gas off of the new compression and processing facility will be delivered to a new custody meter station for sales to a third-party transmission pipeline via a new 1.4-mile residue gas sales pipeline. Similarly, a new 12-mile crude oil pipeline was constructed concurrently with the proposed natural gas pipeline from the CDP site to the intersection of E. 120th Ave. and Powhaton Rd., where the crude oil pipeline was capped and inerted in place for future crude oil gathering.

Phase II of the Boardwalk Pipeline Project expands on the Boardwalk Pipeline Project (RCU2016-00016) approved December 13, 2016 by the Adams County Board of County Commissioners and will include, in this CUP, the construction expansion of the capped 8” buried crude oil pipeline system, originating at the northeast corner of the intersection of E. 120th Ave and Powhaton Rd. The 8” crude oil line will be installed parallel to, and in the same right-of-way as, the 12” natural gas line constructed for the Boardwalk Pipeline Project from E. 120th Ave. to E. 168th Ave/WCR 2 (Adams County/Weld County line). This segment is approximately 6 miles long.

Sections 1.2.1 below further describes the key infrastructure located within Adams County:

1.2.1 CRUDE OIL PIPELINE

The crude oil pipeline will be constructed of 8.625” O.D. x 219” W.T., X-52, API 5L, PSL2 or comparable line pipe coated with 12-14 mils of fusion bond epoxy for external corrosion protection. All state highway, railroad, city and county road, and other crossings will be crossed by bore or horizontal directional drill (“HDD”), thereby avoiding surface impacts in these areas, utilizing 8.625” O.D. x 0.322” W.T., X-52, API 5L, PSL2 or comparable crossing pipe coated with 12-14 mils of fusion bond epoxy plus an additional 24-30 mils of abrasive resistant overlay coating.

Although the crude oil pipeline does not fall under the jurisdiction of the Code of Federal Regulations (“CFR”), the pipeline will be designed and constructed to meet the requirements of CFR Part 195 “Transportation of Hazardous Liquids by Pipeline”. In general, under the CFR, Discovery is required to construct the pipeline at a depth of 36 inches below ground level. As an additional recognized safety precaution, Discovery will bury the pipeline a minimum of 48 inches below grade. At all county and / or public roads crossings, the pipeline will be buried a minimum of 60 inches below the bottom of the bar ditches (USDOT and Adams County Public Works Department requires a minimum of 36 inches). Discovery will comply all local irrigation ditch company requirements as well as the Nationwide Plan 12 permit for all waterway crossings, which allow waterways to be open cut or bored depending upon the condition of the waterway.

The crude oil pipeline will be designed to facilitate routine pigging operations as well as in-line inspection of the line as required in accordance with the CFR.

Table 1.2.3 below summarizes key information for the crude oil pipeline.

**Table 1.2.3
Boardwalk Pipeline Project – Phase II
Crude Oil Pipeline – AC East Extension**

Pipeline Diameter	8.625” O.D.
Pipeline Wall Thickness	0.219” W.T. (Line Pipe) / 0.322” W.T. (Crossing Pipe)
Yield Strength	52,000 psi (X-52 Grade)
Total Pipeline Length (Phase II, this CUP)	6.0 miles
Total Pipeline Length in Adams County (“ “)	6.0 miles
Total Parcel / Tract Count In Adams County	25

The ultimate capacity of the crude oil pipeline will be 71,000 barrels per day. Comparatively, a typical crude oil truck holds approximately 200 barrels of crude oil, thus the Boardwalk crude oil pipeline will be able to carry the same amount of crude oil as 355 trucks per day at the ultimate capacity.

1.3 DESCRIPTION OF PREFERRED PIPELINE ROUTE

The proposed route for the crude oil pipeline crosses unincorporated Adams County. As outlined in Figure 1.3 on the following page, the capped pipeline originates at the northeast corner of the intersection of Powhatan Rd. and E. 120th Ave., at which time the natural gas gathering trunkline turns north along Powhatan Rd. until it crosses into Weld County approximately 5,000 ft. east of the intersection of Harvest Rd. and E. 168th Ave. / County Road 2. The 8” crude oil line will be installed parallel to, and in the same right-of-way as, the 12” natural gas line constructed for the Boardwalk Pipeline Project from E. 120th Ave. to E. 168th Ave/WCR 2 (Adams County/Weld County line).

4.0 SAFETY

4.1 SAFETY MEASURES

The pipeline will be covered under an Emergency Response Plan. The pipeline will be designed and constructed per code. Control and shut off valves will be strategically placed along the pipeline route and are required to be inspected twice a year on our mainline system. Overpressure protection devices will be installed and inspected annually or as required by code. Additionally, a hydrostatic test will be performed prior to start up. The pipeline will be protected with a leak detection system and monitored by a 24 hour control room through a SCADA system. The pipeline will be identified through pipeline markers. The pipeline will be cathodically protected to mitigate corrosion as well as above ground portions will be inspected through an atmospheric inspection program. Company employees are covered under training programs, including our Operator Qualification Program. Moreover, the company follows a detailed Public Awareness program.

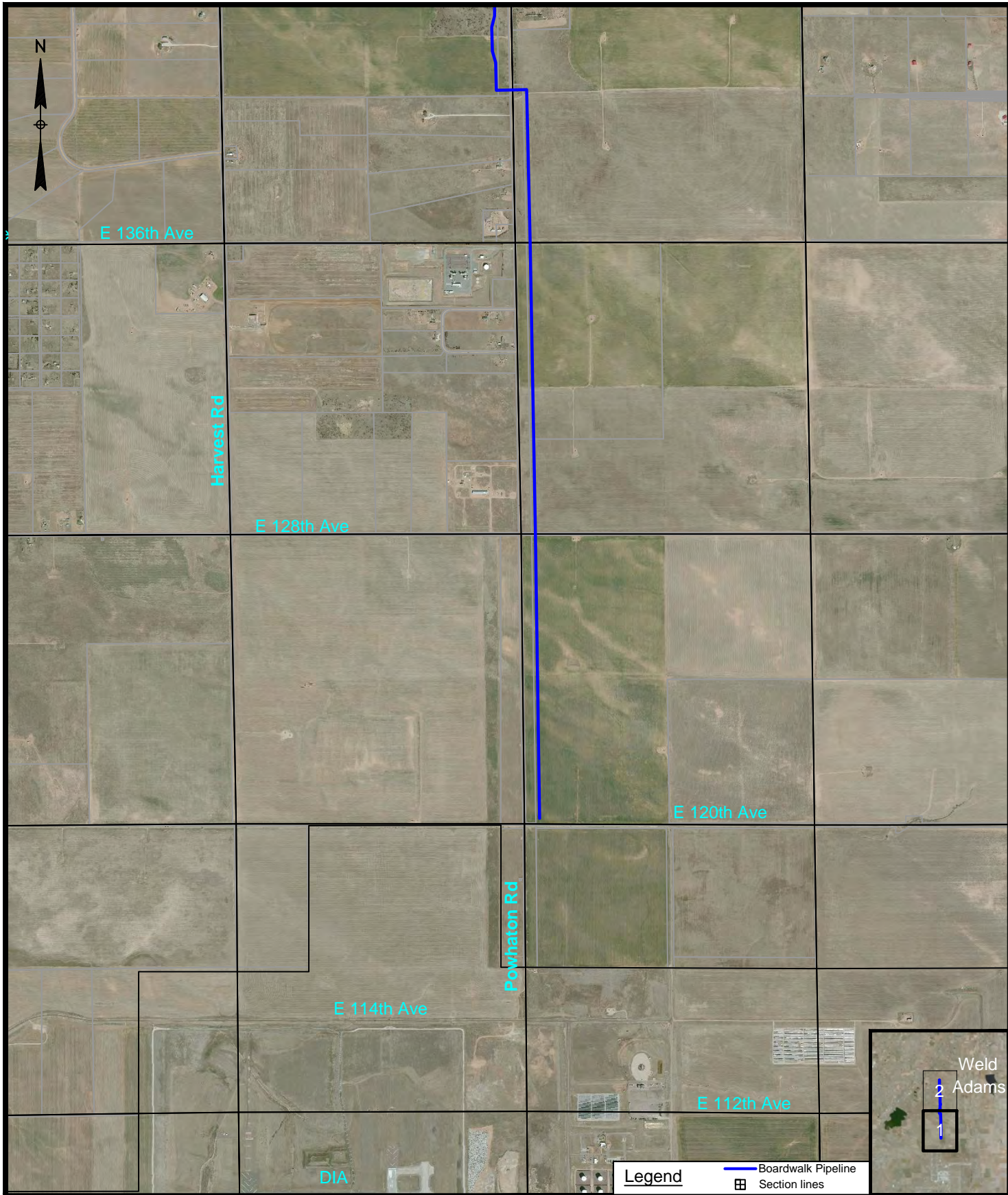
4.2 TYPICAL INCIDENT RESPONSE PROTOCOL

Discovery maintains an emergency response plan which addresses responses to leaks or spills. This response plan contains detailed information on the steps needed to address any emergency event reasonably anticipated to be encountered during pipeline operations. The response plan contains contact information, detailed step by step spill/leak response information, emergency phone numbers for local responders and spill/leak contractors. The response plan is reviewed on a regular basis.

4.3 APPLICANT'S SAFETY RECORD

Discovery has no recordable or non-recordable incidents.

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REV.	DESCRIPTION	BY	DATE	CHKD	CHKD
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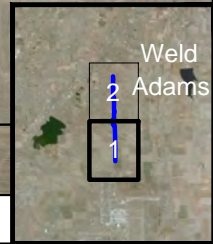
- Boardwalk Pipeline
- Section lines

DISCOVERY
MIDSTREAM PARTNERS

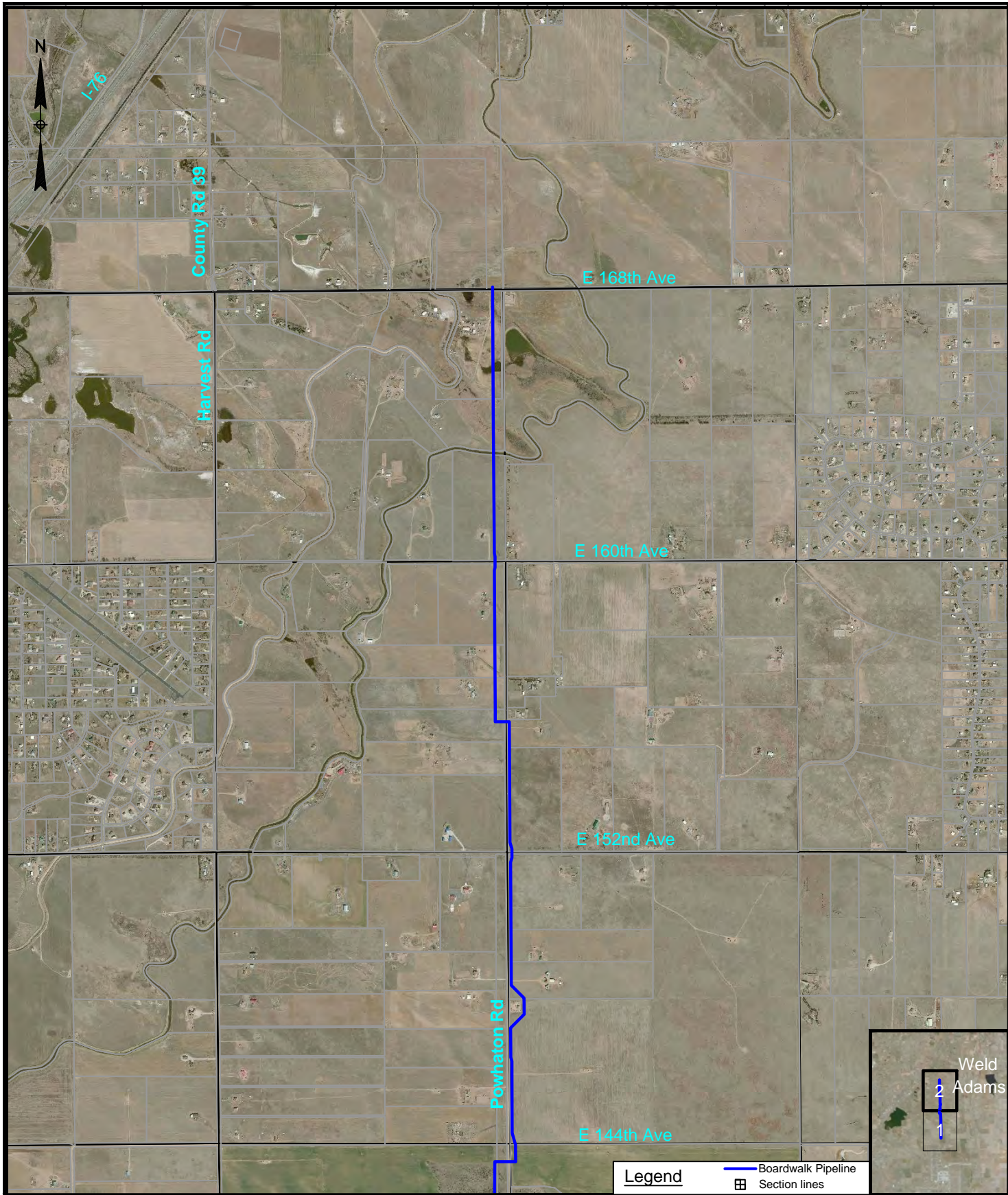
BOARDWALK PIPELINE PROJECT - PHASE II
ROUTE MAP - POWHATON
MAP 1 OF 2
ADAMS COUNTY, CO

DRAWN: CHECKED: APPROVED: DATE: SCALE: 1:2400

ZION ENGINEERING, LLC DWG NO. 17003-M-2401 REV. A




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Legend
— Boardwalk Pipeline
 Section lines

REV.	DESCRIPTION	BY	DATE	CHKD	CHKD
A	Issued w/ Permit Application	JTW	02/09/17	BSM	ALS



DISCOVERY
MIDSTREAM PARTNERS

BOARDWALK PIPELINE PROJECT - PHASE II
 ROUTE MAP - POWHATON
 MAP 2 OF 2
 ADAMS COUNTY, CO

DRAWN:	CHECKED:	APPROVED:	DATE:	SCALE: 1:2400
 ZION ENGINEERING, LLC				DWG NO. 17003-M-2402
				REV. A



Re-submittal Form

Case Number: RCU2017-00008

Case Manager: Chris LaRue

Resubmitted Items:

- Development Plan/ Site Plan
- Plat
- Parking/ Landscape Plan
- Engineering Documents
- Subdivision Improvements Agreement
- Other: Response to Referral Comments

*All re-submittals must have this cover sheet and a cover letter addressing review comments.

The cover letter must include the following information:

- Restate each comment that requires a response
- Provide a response below the comment with a description of the revisions
- And identify any additional changes made to the original document

For County Use Only:

Date Accepted: _____

Edocs # _____

March 30, 2017

Adams County, Colorado
Community & Economic Development Department
4430 South Adams County Parkway
1st Floor, Suite W 2000
Brighton, CO 80601-8204

Reference: Discovery DJ Services, LLC – Boardwalk Pipeline Project Phase II
Project Number: RCU2017-00008
Conditional Use Application: Development Review Team Comments
RCU2017-00008 Boardwalk Pipeline Phase II Case Comments.pdf

The following address the questions and comments by the Adams County Development Review Team (“DRT”) and applicable referral agencies pertaining to the Discovery DJ Services, LLC (“Discovery”) – Boardwalk Pipeline Project Phase II, Powhatan Crude Oil Pipeline Extension and received via e-mail and summarized in the RCU2017-00008 Boardwalk Pipeline Case Comments.pdf dated March 24, 2017 and subsequent late comments received from Anadarko Petroleum, the City of Commerce City, and Tri-County Health on March 27th, 28th, and 29th respectively.

Commenting Division: Building Review
Name of Reviewer: Justin Blair
Date: 02/22/2017

Comment: No Comment

Response: No Response Required.

Commenting Division: Engineering Review
Name of Reviewer: Greg Labrie
Date: 03/24/2017

- 1) ENG1 Comment: Buried pipeline is exempt from the floodplain regulations. A floodplain use permit is not required for this project.

ENG1 Response: No Response Required.

- 2) ENG2 Comment: The applicant shall be responsible to ensure compliance with all Federal, State, and Local water quality construction requirements. Several sections of the "Boardwalk Pipeline Project" are located within the County's MS4 Stormwater Permit area. In the event that the disturbed area of these sites exceeds 1 acre the applicant shall be responsible to prepare the SWMP plan using the Adams County ESC Template, and obtain both a County SWQ Permit and State Permit COR-030000.

ENG2 Response: A Stormwater Management Plan (“SWMP”) will be prepared and both the Adams County SWQ Permit and the Colorado State Permit COR-030000 will be obtained and copies of each permit will be provided to the County prior to the start of construction.

- 3) ENG3 Comment: Prior to issuance of construction permits, the developer is required to submit for review and receive approval of all construction documents (construction plans and reports). Construction documents shall include, at a minimum, site plan(s) and profile(s) showing the specific location of the pipeline, both horizontally and vertically, in any area within the Adams County jurisdiction. All construction documents must meet the requirements of the Adams County Development Standards and Regulations. The developer shall submit to the Adams County Development Review Engineering division the following: Engineering Review Application, two (2) copies of all construction documents. There is a \$100 development review fee for utility projects.

ENG3 Response: Two (2) sets of all Adams County applicable construction documents will be submitted to the Adams County Development Review Engineering division for their review and approval prior to the start of construction. This shall include, but not be limited to the applicable pipeline route maps, alignment sheets, bored and directionally drilled crossing drawings, open cut and other crossing drawings, typical pipeline construction drawings, piping and associated civil / structural / mechanical drawings, and the applicable preliminary hydrotest profile drawings. The \$100 development review fee is acknowledged and will be paid upon submittal of the construction documentation for review.

- 4) **ENG4 Comment:** Several sections of the proposed pipeline project run through jurisdictions that are outside of Adams County authority. Adams County cannot permit or approve the pipeline location or construction in these areas. The developer is responsible for meeting all requirements of other jurisdictions.

ENG4 Response: Discovery has submitted applications with the applicable county and state agencies as well as the required third party authorities. A complete list of these permits, the applicable permitting authority / agency, and the current status of these applications is summarized under Attachment A “Permit Summary & Status”, and is also provided under Exhibit O “Federal, State, & Local Permit List” to the Application for the Conditional Use Permit, which has also been updated to reflect the current status and submitted under separate cover.

Discovery is aware and acknowledges that Adams County cannot permit or approve the pipeline location or construction in areas outside of Adams County’s jurisdiction, and will work with the respective permitting authorities in addition to the County to acquire the applicable permits prior to construction. As outlined under ENG3 response above, copies of only the applicable portions of the detail design and construction drawings for the segments of the pipelines and associated infrastructure within Adams County’s jurisdiction for review and approval by the Adams County Development Review Engineering division.

- 5) **ENG5 Comment:** Adams County does not allow gas pipelines to be located within the County’s Right-of-Way, excepting perpendicular crossings only.

ENG5 Response: The proposed pipeline alignment will parallel the following County Road Rights-of-Way: Powhatan Road. Table ENG5 below summarizes the functional classification and required right-of-way for each County Road as outlined under Figure 6a “Roadway Plan (West)” and Table 6 on pages 25-26 of the 2012 Adams County Transportation Plan (“The Plan”).

**Table ENG5
Boardwalk Pipeline Project
Paralleled County Road Classification & Right-of-Way Requirements**

No.	County Road	Functional Classification	Right-of-Way Width Required	Notes & Comments
1	Powhatan Road	Rural Collector	80 ft.	

The proposed alignment and the associated planned 30 ft. permanent easement has been reviewed and verified against these ultimate County Road right-of-way requirements. Where conflicts were identified, the proposed alignment has been adjusted to ensure the pipeline(s) and associated easement remain outside of that specified by The Plan for the respective County Roads. The following further describes the proposed alignment in relation to each paralleled County Road:

Powhatan Road

The proposed pipeline parallels Powhatan Road from E. 120th Ave. north to E. 168th Ave. / CO Highway 2, crossing Powhatan Road three (3) times, moving from the east side of the road to the west side and then back to the east following existing utility corridors and accommodating the respective landowner preferences. This section of Powhatan Road is classified as a Rural Collector Road with a planned right-of-way width of 80 ft. under The Plan. Similarly, the portion of Powhatan Road between E. 120th Ave. and E. 136th Ave. falls entirely in land designated for

future DIA Technology in the DIA North Special Planning Area under the City of Commerce City Future Land Use Plan, with a required future right-of-way width of 120 ft. (Ref. Referral Comments and associated Responses on page 7 of this response letter for further discussions pertaining to the City of Commerce City Future Land Use Plan). Figures ENG5a, ENG5b and ENG5c below, and provided under Attachment B “County Road Right-of-Way & Ditch Details” to this response letter, depicts the relation between the proposed pipeline, associated easement, and the future designated right-of-way for Powhatan Road.

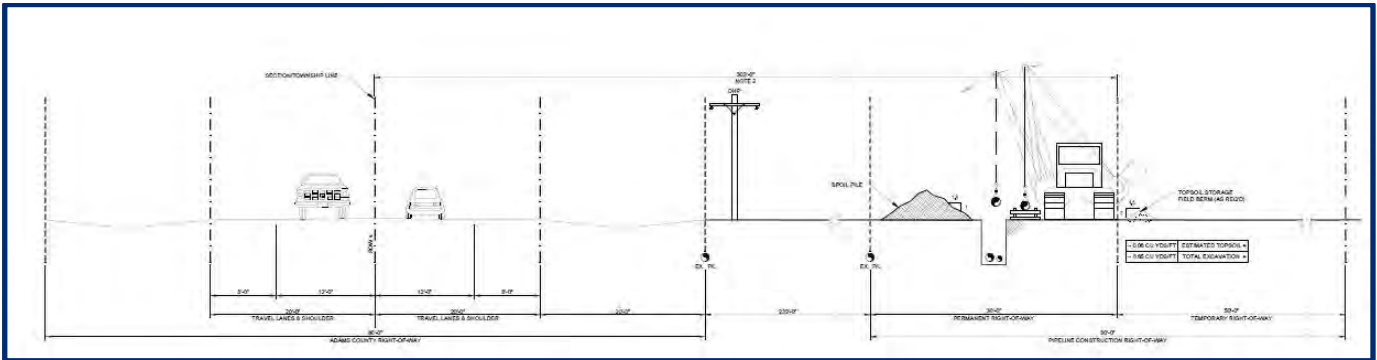


Figure ENG5a – Powhatan Rd. (Area 3) ROW Ditch Profile, Collector (Rural)

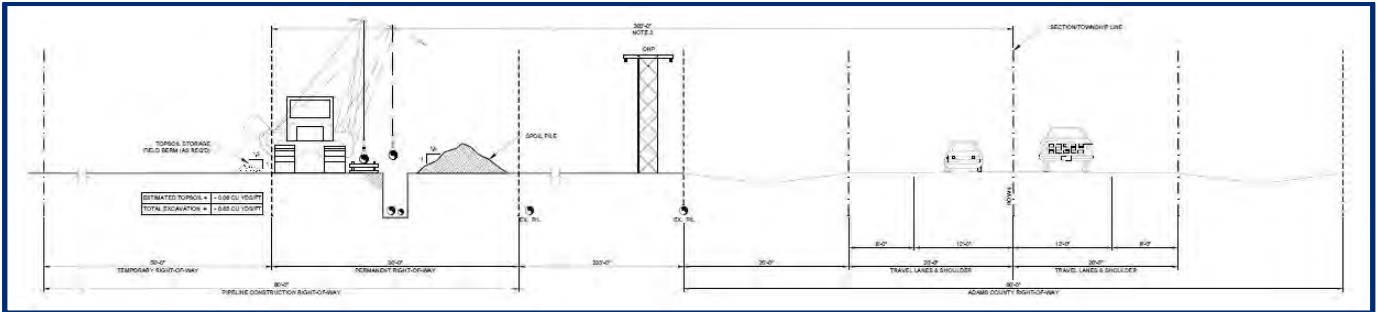


Figure ENG5b – Powhatan Rd. (Area 2) ROW Ditch Profile, Collector (Rural)

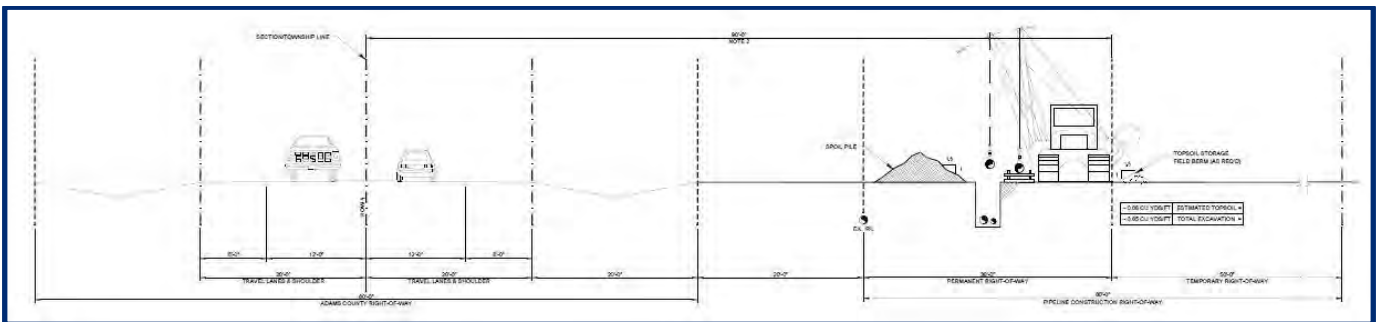


Figure ENG5c – Powhatan Rd. (Area 1) ROW Ditch Profile, Collector (Rural)

In addition, the proposed alignment will cross six (6) County Roads as summarized in Table 1.3a “Adams County Road Crossings” on page 8 of the CUP Application Package. Each of these crossings will be performed utilizing either bored or horizontal directional drill (“HDD”) construction methodologies from outside of the respective County Road Rights-of-Way as outlined in The Plan, providing a minimum 5 ft. depth of cover below the lowest bar ditch pursuant to County requirements.

- 6) **ENG6 Comment:** The developer is responsible for the repair or replacement of any broken or damaged County infrastructure damaged by the construction of this project.

ENG6 Response: Discovery acknowledges that they will be responsible for the repair or replacement of any damaged or broken County infrastructure due to the construction of the Project, to the satisfaction of the County.

- 7) ENG7 Comment: The proposed project alignment(s) are within the boundaries of the following regional drainage studies:

Beebe Draw and Barr Lake Tributary Areas – Outfall Systems Planning Study, Prepared for Urban Drainage and Flood Control District, Adams County, City of Brighton and, Farmers Reservoir and Irrigation Company. Prepared by Wright Water Engineers, Inc., May 1992. (Pipeline Alignments: Options 1, 2 & 3)

Todd Creek & DFA 0052 OSP, Prepared for Urban Drainage Flood Control District and Adams County,

Flood Hazard Area Delineation Beebe Draw and Left Bank Tributaries, Prepared for Urban Drainage and Flood Control District. Prepared by Kiowa Engineering Corp., July 1993. (Pipeline Alignments: Option 2)

South Platte River MDP, Prepared for Urban Drainage Flood Control District and Adams County, April 2002.

Second Creek (Downstream of DIA) and DFA 0053, Prepared for Urban Drainage and Flood Control District, and Adams County, October 2003.

For the regional drainage facilities mentioned in the studies listed above, it is recommended that the applicant either avoid them or install the line to a depth below the facility to provide sufficient cover and avoid potential utility conflicts. Show these regional facilities on the plans.

ENG7 Response: The aforementioned regional drainage studies have been reviewed to identify any potential conflicts with the preferred alignment (Option 3). No such drainage facilities along the alignment were identified.

- 8) ENG8 Comment: Full street closings are generally not allowed within Adams County, unless approved by Construction Management. It is recommended that street crossing be bored, when possible, to prevent street closures (even partial closures).

ENG8 Response: All County Roads will be bored or horizontally directionally drilled, and therefore will have no impact to the respective traffic patterns or require full (or partial) street closings.

- 9) ENG9 Comment: All work within County ROW, properties or County regulated floodplains will require construction permitting

ENG9 Response: Discovery acknowledges that all work within County Right-of-Ways, properties, or County regulated floodplains will require construction permitting. All applicable construction permits will be acquired prior to performing any construction activities.

Commenting Division: Environmental Analyst Review

Name of Reviewer: Jen Rutter

Date: 03/06/2017

Comment: No Comment

Response: No Response Required.

Commenting Division: Parks Review
Name of Reviewer: Aaron Clark
Date: 03/06/2017

Comment: No Comment

Response: No Response Required.

Commenting Division: Planner Review
Name of Reviewer: Chris LaRue
Date: 03/24/2017

- 1) PLN 1 Comment: No comments or concerns with this project. This project involves the extension of the crude oil pipeline which previously stubbed out at 120th and Powhatan.

PLN 1 Response: No Response Required.

- 2) PLN 2 Comment: The pipeline will follow the same alignment as the previously approved gas pipeline.

PLN 2 Response: No Response Required.

- 3) PLN 3 Comment: An updated development agreement shall be submitted with this application.

PLN 3 Response: A preliminary draft of the updated Development Agreement has been provided under Attachment C "Draft Development Agreement", along with an electronic copy submitted along with this referral response.

Commenting Division: ROW Review
Name of Reviewer: Marissa Hillje
Date: 03/15/2017

- 1) ROW1 Comment: All Pipelines shall be offset from all future expansion per Transportation Masterplan 2012.

ROW1 Response: As outlined under the response to ENG5 above, the proposed pipeline alignment will parallel Powhatan Road which is classified as a rural collector under Figure 6a "Roadway Plan (West)" and Table 6 on pages 25-26 of the 2012 Adams County Transportation Plan ("The Plan"). Discovery has reviewed the proposed alignment against the requirements of The Plan and confirmed compliance with the required offsets.

- 2) ROW2 Comment: Any easement rights should be subordinate to Adams County future ROW.

ROW2 Response: Discovery acknowledges that any easement rights would be subordinate to Adams County future ROW.

Commenting Division: Deputy Fire Marshal, Brighton Fire Rescue District
Name of Reviewer: Whitney Means
Date: 03/21/2017

Comment: No Comment

Response: No Response Required.

Commenting Division: Colorado Department of Public Health & Environment

Name of Reviewer: Paul Lee

Date: 03/10/2017

Comment: Please check to see if you need to obtain a Land Development Permit from the APCD regarding construction if one or more project will take longer than 6 months in duration or if it is larger than 25 contiguous acres, and emits over 2 tons per year of particulate matter. If this is the case, please contact Aaron Moseley, Permit Engineer, of the Air Pollution Control Division Construction Permit Unit. He can be reached at 303-692-3242 and his email is aaron.moseley@state.co.us More information can be found on <https://www.colorado.gov/pacific/cdphe/APENforms>.

From the project summary, it doesn't look like you'll need to obtain a land development permit but you may want to make sure.

Response: Discovery has confirmed with Mr. Moseley that a new Land Development Permit from the APCD will be required and is in the process of obtaining the permit now. A copy of the permit will be provided to the County prior to starting construction.

Commenting Division: United Power

Name of Reviewer: Marissa Dale

Date: 03/10/2017

Subject: RE: Request for comments Case #RCU2017-00008 Boardwalk Pipeline Phase II

Thank you for inviting United Power, Inc. to review and comment on Case # RCU2017-00008 Boardwalk Pipeline Phase II referral.

United Power, Inc. owns and maintains existing electric facilities along the pipeline path. As long as utility locates are performed, United Power has no objection.

For any modification to our system, please contact Michael Hess at 303-637-1272.

Response: Discovery contacted Mr. Michael Hess with United Power in May of 2016 to review the route of the 12-inch natural gas pipeline previously approved under RCU2016-0016 and which the crude oil pipeline extension under RCU2017-00008 will parallel. Discovery acknowledges the requirement for performing the applicable utility locates and will do so in accordance with Colorado One-Call requirements and coordinate with United Power accordingly.

Commenting Division: Anadarko Petroleum Corporation

Name of Reviewer: Clint T. Hebert

Date: 03/27/2017

Subject: Discovery Boardwalk Pipeline Project Phase II (RCU2017-00008)

I am writing this email in regards to a notice (attached) that we received for Discovery Midstream's Boardwalk Pipeline Project Phase II in Adams County, CO. We met with Cory Jordan and three (3) of his colleagues in our Platteville Office last week to discuss this project in greater detail. This project will impact numerous wells, pipelines, and compressor stations owned and operated by Anadarko/Kerr-McGee. We agreed in our meeting that both companies would work together for the safe planning and coordination of this project.

Response: No Response Required. Discovery will continue to work with Anadarko for safe planning and coordination of the project.

Commenting Division: Community Development Department, City of Commerce City

Name of Reviewer: Robin Kerns

Date: 03/28/2017

Subject: RCU2017-00008

Comment: Any proposed staging or storage lots need to be screened from adjacent residential properties and from right-of-way.

Response: The staging of equipment and materials for the project will be performed out of Discovery's CDP Facility site located in Adams County, and the northern portion of the project will be staged out of Discovery's Ft. Lupton Gas Plant located in Weld County. All Temporary Work Spaces ("TWS")'s along the pipeline right-of-way will be maintained in an orderly and clean fashion, free from trash, debris, and unsightly equipment or materials outside of the normal construction equipment and materials typical for pipeline construction. These TWS locations will only be utilized during daylight hours and periodically through the course of construction, but are not anticipated to be used for the storage or staging of equipment and materials and therefore screening will not be necessary.

Comment: Any proposed value set areas should be surrounded by a wrought iron or CMU/masonry wall rather than chain link and barbed wire. This is in keeping with the requirement within Commerce City.

Response: The two block valve sites, constructed under the previously approved RCU2016-0016, will have an 8 ft. chain link security fence with green epoxy coated fencing materials around the perimeter of the site. The southern site closest to 120th Ave and Powhatan Rd. will be 135 feet from the centerline of 120th Ave and will be completely within the pipeline right-of-way. This site is also approximately 285 feet from the Powhatan Rd centerline. The northern valve site along Powhatan Rd. will be approximately 325 feet from the centerline of Powhatan Rd. and is also completely within the pipeline right-of-way. The piping at both sites will be painted desert tan to facilitate blending with the surrounding landscape.

Comment: The area of the proposed pipeline is included within Commerce City's growth area and should be expected, at some time in the future, to be fully annexed into Commerce City. The Commerce City Transportation Plan (dated July 12, 2010) shows E. 120th Avenue as future principal arterial and Powhatan Road as future minor arterial. These will require 150 feet and 120 feet of Right-of-Way respectively. At eventual build out, E. 120th Avenue will accommodate 6 lanes, while Powhatan Road will accommodate four lanes. It will be important to design the location of this pipeline to accommodate full build out width of these arterials roadways, to avoid conflicts and relocation and disruption of services in the long term.

Response: The Commerce City Transportation Plan dated July 12, 2010 has been reviewed and the proposed pipeline route adjusted, as necessary to conform with the current and future plans for the expansion of E. 120th Ave. and Powhatan Rd. Reference the ENG5 response outlined above.

Comment: The City requests that Adams County work with the applicant and our Public Works Department to ensure that the future full ROW of these arterials are effectively accommodated with no or little conflict occurring by the location of this pipeline. This strategic coordination was done on previous pipelines in this area and it resulted in a win-win situation for all parties.

Response: The pipeline alignment is located outside of current City of Commerce City boundaries and the alignment to parallel roads are at a spacing beyond the specified ROW identified in the Commerce City Transportation Plan, dated July 12, 2010. The road crossings have been specified so that the Class III piping follows the future ROW width as specified in the above Plan. Reference the comment and associated response above.

Comment: In addition, the city has this area called out for "DIA Technology" land uses in the future and would also ask that the approved pipeline placement would not jeopardize the location of potential long term ED prospects, which would directly benefit both Commerce City and Adams County along these future arterial corridors. This would be done through the effective placement of the pipeline as it relates to building and property setbacks and the allowance of landscaping and parking to be placed over the pipeline corridor.

Response: The proposed pipeline 30 foot right-of-way along Powhaton Rd from 120th Ave. to 136th Ave in the area designated as DIA Technology is set at 260 to 270 feet from the centerline of Powhaton Rd. and parallels the existing utility corridor. Discovery met with Commerce City staff to review and discuss potential plans for the DIA Technology land use on August 4, 2016 and again on September 7, 2016. At this time the City has not defined specific plans to enable Discovery the review the route against; however, the pipeline has been routed to parallel the 12-inch natural gas pipeline approved under RCU2016-0016 and follow the existing utility corridor running along the east side of Powhaton Rd. to maximize the constructible areas within the respective parcels in an attempt to facilitate the City's future development plans. There are no above grade facilities associated with the Project in this area, and the pipeline will be installed with a minimum cover of 4 ft. below grade and thus poses no detrimental impact to future landscaping or parking area development.

Commenting Division: Tri-County Health Department

Name of Reviewer: Laurel Broten, MPH

Date: 03/29/2017

RE: Boardwalk Pipeline Project – Phase II, TCHD Case No. 4302

- 1) Comment - On-Site Wastewater Treatment Systems: Houses and other buildings equipped with plumbing facilities on properties located along the preferred and alternate pipeline routes are serviced by Onsite Wastewater Treatment Systems (OWTS). Our review of the pipeline routes indicates that sections of the pipeline routes may encroach on OWTS on some properties. TCHD recommends that the applicant review the locations of the pipeline routes to determine if they may encroach on OWTS. If it appears that encroachment will occur, it may be necessary to revise the pipeline location or relocate the OWTS. TCHD can provide specific permit information and system diagrams on OWTS for the affected properties.

TCHD provided permit information and system diagrams for properties served by OWTS along the pipeline route so that the applicant could ensure that no encroachment would occur.

Response: Specific permit information and system diagrams for OWTS's on the affected properties, as well as those within the general project area, were received and overlaid against the proposed pipeline alignment along with data for the location of all above ground infrastructure and known subsurface infrastructure captured during survey of the proposed alignment. Following review of this data, Discovery has contacted each respective landowner with identified OWTS's on their property and verified the project and associated proposed alignment will not impact the respective Onsite Wastewater Treatment Systems. Easements crossing each respective property along the proposed alignment are in the process of being secured with the landowner's input and approval to ensure existing, or planned, OWTS's and other property, will not be impacted.

- 2) Comment - Groundwater Quality Protection: A scan of the area proposed for the pipeline routes indicates that there may be water wells on the properties where the pipeline is located. Heavy equipment may inadvertently drive over wells during construction, causing damage that may expose the water in the wells to contamination. Where wells are within or close to pipeline routes, we recommend the applicant protect the wells by identifying the areas around wells so that they are visible to vehicle operators/construction crews. This can be accomplished by delineating the area around each well with stakes, colored tape or orange plastic netting.

If the pipeline routes cross over streams and/or wetlands, alluvial groundwater flow could be impacted if trenching intersects the shallow groundwater. If trench dewatering is necessary, the water will be pumped and discharged to alluvial/colluvial sediments close to the stream channel. If discharge of groundwater is necessary during construction, a discharge permit from the Colorado Department of Public Health and Environment (CDPHE), Water Quality Control Division will be necessary.

Response: All existing infrastructure, including existing water wells within close proximity to the construction right-of-way will be located and protected with stakes and orange construction fencing throughout the duration of construction. Where necessary, additional warning signs will be placed to ensure construction traffic is aware of any obstacles along the construction right-of-way.

Where possible wetland crossings would be completed with horizontal directional drills. In areas with trenched wetland crossings the construction right-of-way would be reduced from 80 feet to 50 feet in width, where only the ditch line will be top soiled and the drive space will be matted with pipeline mats to mitigate disturbance. Blading would occur only over the trench line, the traffic lane would be matted with no vegetation disturbance. Construction vehicles would drive on the matted area. Once construction is completed wetlands will be restored to preconstruction conditions and contours, topsoil will be replaced and the wetland will be reseeded. Wetlands should return to preconstruction conditions within 1-2 growing seasons.

If groundwater is encountered during trenching or horizontal directional drill activities, de-watering methods may be employed and the water will be pumped and discharged to alluvial/colluvial sediments close to the pipeline trench. During construction, the applicable BMP's will be employed to mitigate any erosion issues, in accordance with the written Stormwater Management Plan. If necessary, trench breakers will be installed to keep seasonal high water tables from diverting any flow to the pipeline trench.

A Colorado Discharge Permit System ("CDPS") permit will be obtained from the Colorado Department of Public Health and Environment ("CDPHE"), Water Quality Control Division prior to construction.

Overall, the Project area should have no impact to existing water wells or regional groundwater supply or groundwater quality.

- 3) Comment - Protection of Above-Ground Valves: Above-Ground valves may be damaged or vandalized once they are installed and placed into use. On page 8 of the application, it is indicated that there will be two valve sites in Adams County. The application also states that the valves will be enclosed in chain link fences for security. TCHD commends the applicant for identifying and ensuring the valve sites are secure.

Response: No response required

- 4) Comment - Sanitary and Solid Waste Disposal: The application does not specify how sanitary and solid waste will be provided during the construction for construction workers. We anticipate that trash dumpsters and portable toilets will be necessary during construction. TCHD has no objection to the use of portable toilets, provided they are properly maintained. TCHD recommends that the applicant address these, in terms of numbers, locations, and vendor.

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

Response: During construction, all liquid and solid waste will be stored and removed for disposal according to applicable local, state and federal regulations. Temporary sewage disposal units (i.e., portable toilets) and applicable waste receptacles will be placed at Discovery's Central Delivery Point facility site located on the north side of E. 136th Ave. in the SE of Section 24, Township 1S, Range 67W, approximately 0.5-miles west of the intersection of Potomac St. and E. 136th Ave. as well as at staging areas along the construction right-of-way. These facilities will be furnished by the selected contractor, which has not yet been identified, and will be routinely emptied and properly maintained throughout the course of construction.

The table at the top of the following page outlines the anticipated staging area locations where sanitary and solid waste disposal facilities will be located.

Boardwalk Pipeline Project Sanitary & Solid Waste Disposal Facilities Locations Adams County, CO			
No.	Road Crossed	Nearest Intersection	Distance to Intersection (Approximate)
1*	Potomac St	Potomac St & E 144th Ave	2,025 ft.
2*	Sable Blvd	Sable Blvd & E 136th Ave	125 ft.
3*	E 136th Ave	Granby St & E 136th Ave	400 ft.
4	E 132nd Ave	Sable Blvd & E 132nd Ave	2,725 ft.
5	Cameron Dr	Cameron Dr & Buckley Rd	1,730 ft.
6	Buckley Rd	Buckley Rd & E 128th Ave	2,650 ft.
7	Tower Rd	Tower Rd & E 124th Ave	50 ft.
8	Picadilly Rd	Picadilly Rd & E 120th Ave	125 ft.
11	Powhaton Rd	Powhaton Rd & E 133rd Cir	4,000 ft.
12	Powhaton Rd	Powhaton Rd & E 152nd Ave	5,350 ft.
13	E 152nd Ave	Powhaton Rd & E 152nd Ave	100 ft.
14	Powhaton Rd	Powhaton Rd & E 152nd Ave	2,400 ft.
15	E 160th Ave	Powhaton Rd & E 160th Ave	200 ft.
16	CR 2 / E 168th Ave	Harvest Rd & CR 2 / E 168th Ave	5,100 ft.
*At least one side of the Road are within the City of Brighton City limits.			

Attachments

Attachment A – Permit Summary & Status

Attachment B – County Road Right-of-Way & Ditch Details

Attachment C – Draft Development Agreement

**ATTACHMENT A
PERMIT SUMMARY & STATUS**

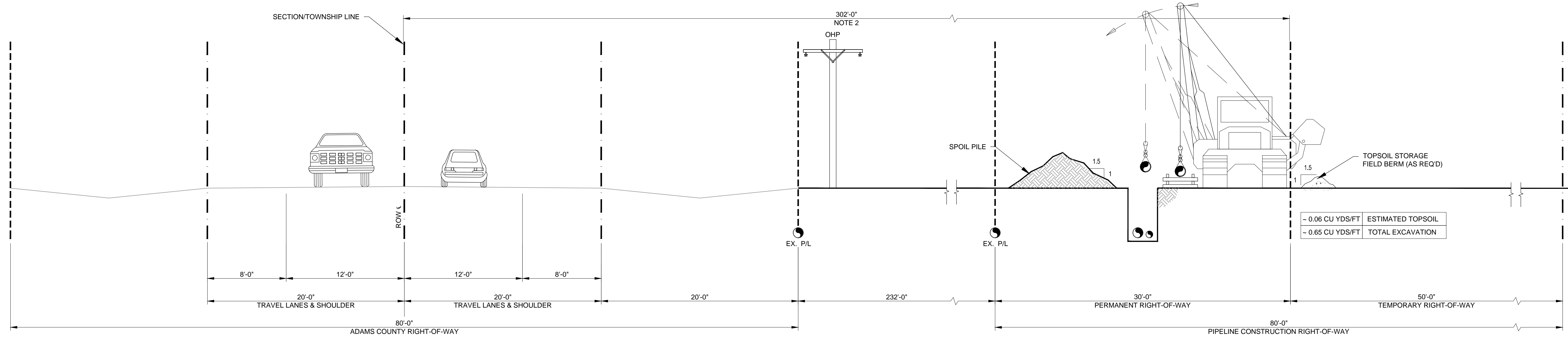


Boardwalk Pipeline Project - Phase II Powhaton Crude Oil Pipeline Extension Project Permit List

	Initial Submittal	Status
Federal		
State of Colorado		
Colorado Department of Public Health and Environment Air Pollution Control Division		
Stormwater General Permit (COR030000)		Received
Colorado Discharge Permit System (CDPS) Hydrostatic Testing of Pipelines, Tanks, and Similar Vessels		Received
Colorado General APEN Construction Permit		In Process
County		
Adams County		
Conditional Use Permit - Pipeline	February 17, 2017	In Process
Stormwater Quality Permit	Anticipated April 2017	Pending
ROW & Crossing Permit	Anticipated April 2017	Pending
Crossings		
Henrylyn Irrigation District		
Application for Project Review Denver-Hudson Canal	Anticipated April 2017	Pending

ATTACHMENT B
COUNTY ROAD RIGHT-OF-WAY & DITCH DETAILS

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RIGHT-OF-WAY DETAIL
SCALE 3/16"=1'-0"

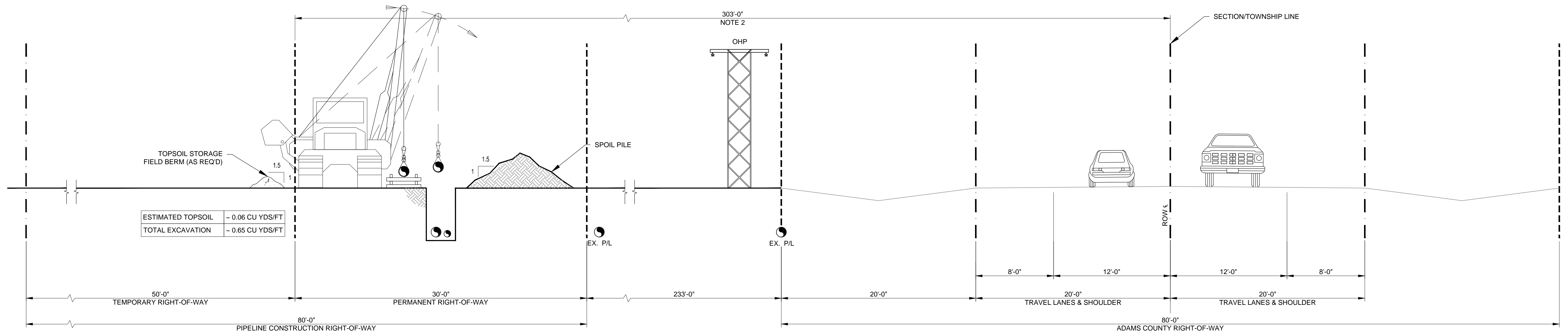
- NOTES:**
 1. ADAMS COUNTY RIGHT-OF-WAY AS DEFINED BY FIGURE 10a, OF THE ADAMS COUNTY TRANSPORTATION PLAN, APPROVED 2012
 2. ADAMS COUNTY REQUIRES 120' MINIMUM SETBACK FOR FUTURE BUILDING PLACEMENT.

REFERENCE DRAWINGS		REVISIONS					
DRAWING NO	DESCRIPTION	A	ISSUED WITH ADAMS COUNTY CUP REFERRAL RESPONSE	JTW	BSM	ALS	09/08/16
		No		BY	CHKD	APPVD	DATE

DISCOVERY
ZION ENGINEERING, LLC
 8100 E. Maplewood Ave., Suite 100
 Greenwood Village, CO 80111
 303-243-3050

<i>DISCOVERY DJ SERVICES, LLC.</i>		
BOARDWALK PIPELINE PROJECT TYPICAL ADAMS COUNTY & PIPELINE RIGHT-OF-WAY DETAIL COLLECTOR (RURAL) - POWHATON RD. (AREA 3)		
SCALE: AS SHOWN	DRAWING NO: 16016-SK-007	REV: A

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RIGHT-OF-WAY DETAIL
SCALE 3/16"=1'-0"

NOTES:

- ADAMS COUNTY RIGHT-OF-WAY AS DEFINED BY FIGURE 10a, OF THE ADAMS COUNTY TRANSPORTATION PLAN, APPROVED 2012
- ADAMS COUNTY REQUIRES 120' MINIMUM SETBACK FOR FUTURE BUILDING PLACEMENT.

REFERENCE DRAWINGS		REVISIONS					
DRAWING NO	DESCRIPTION	A	ISSUED WITH ADAMS COUNTY CUP REFERRAL RESPONSE	JTW	BSM	ALS	09/08/16
		No		BY	CHKD	APPVD	DATE

DISCOVERY

ZION ENGINEERING, LLC

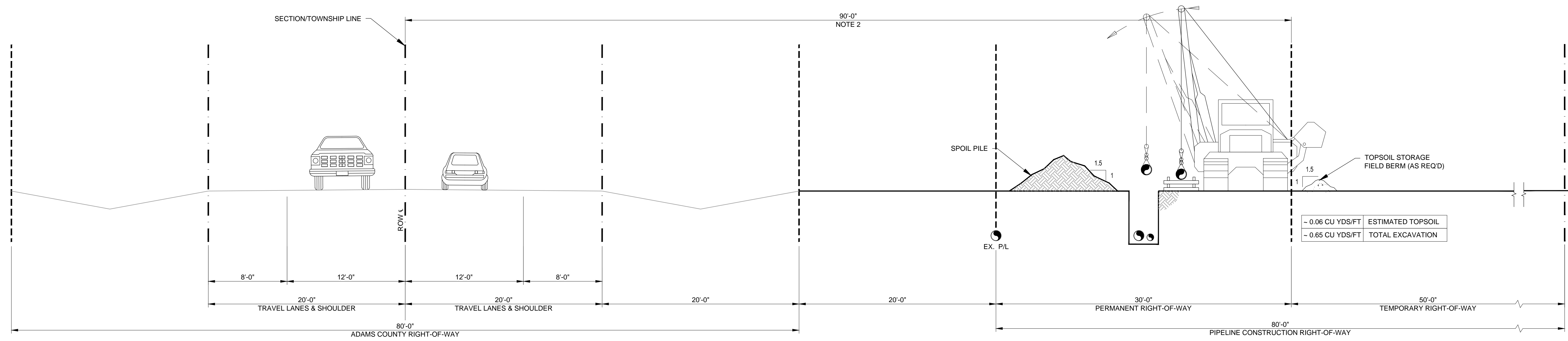
8100 E. Maplewood Ave., Suite 100
Greenwood Village, CO 80111
303-243-3050

DISCOVERY DJ SERVICES, LLC.

BOARDWALK PIPELINE PROJECT
TYPICAL ADAMS COUNTY & PIPELINE RIGHT-OF-WAY DETAIL
COLLECTOR (RURAL) - POWHATON RD. (AREA 2)

SCALE: AS SHOWN	DRAWING NO: 16016-SK-008	REV: A
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RIGHT-OF-WAY DETAIL
SCALE 3/16"=1'-0"

- NOTES:**
 1. ADAMS COUNTY RIGHT-OF-WAY AS DEFINED BY FIGURE 10a, OF THE ADAMS COUNTY TRANSPORTATION PLAN, APPROVED 2012
 2. ADAMS COUNTY REQUIRES 120' MINIMUM SETBACK FOR FUTURE BUILDING PLACEMENT.

REFERENCE DRAWINGS		REVISIONS					
DRAWING NO	DESCRIPTION	No	DESCRIPTION	BY	CHKD	APPVD	DATE

DISCOVERY
ZION ENGINEERING, LLC
 8100 E. Maplewood Ave., Suite 100
 Greenwood Village, CO 80111
 303-243-3050

DISCOVERY DJ SERVICES, LLC.
 BOARDWALK PIPELINE PROJECT
 TYPICAL ADAMS COUNTY & PIPELINE RIGHT-OF-WAY DETAIL
 COLLECTORS - POWHATON RD. (AREA 1)

SCALE: AS SHOWN DRAWING NO: 16016-SK-009 REV: A



Development Review Team Comments

Date: 3/24/2017

Project Number: RCU2017-00008

Project Name: BOARDWALK PIPELINE

Note to Applicant:

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

Commenting Division: Building Review

Name of Reviewer: Justin Blair

Date: 02/22/2017

Email: iblair@adcogov.org

No Comment

Commenting Division: Engineering Review

Name of Reviewer: Greg Labrie

Date: 03/24/2017

Email: glabrie@adcogov.org

Complete

ENG1: Buried pipeline is exempt from the floodplain regulations. A floodplain use permit is not required for this project.

ENG2: The applicant shall be responsible to ensure compliance with all Federal, State, and Local water quality construction requirements. Several sections of the "Boardwalk Pipeline Project" are located within the County's MS4 Stormwater Permit area. In the event that the disturbed area of these sites exceeds 1 acre the applicant shall be responsible to prepare the SWMP plan using the Adams County ESC Template, and obtain both a County SWQ Permit and State Permit COR-030000.

ENG3: Prior to issuance of construction permits, the developer is required to submit for review and receive approval of all construction documents (construction plans and reports). Construction documents shall include, at a minimum, site plan(s) and profile(s) showing the specific location of the pipeline, both horizontally and vertically, in any area within the Adams County jurisdiction. All construction documents must meet the requirements of the Adams County Development Standards and Regulations. The developer shall submit to the Adams County Development Review Engineering division the following: Engineering Review Application, two (2) copies of all construction documents. There is a \$100 development review fee for utility projects.

ENG4: Several sections of the proposed pipeline project run through jurisdictions that are outside of Adams County authority. Adams County cannot permit or approve the pipeline location or construction in these areas. The developer is responsible for meeting all requirements of other jurisdictions.

ENG5: Adams County does not allow gas pipelines to be located within the County's Right-of-Way, excepting perpendicular crossings only.

ENG6: The developer is responsible for the repair or replacement of any broken or damaged County infrastructure damaged by the construction of this project.

ENG7: The proposed project alignment(s) are within the boundaries of the following regional drainage studies:

Beebe Draw and Barr Lake Tributary Areas – Outfall Systems Planning Study, Prepared for Urban Drainage and Flood Control District, Adams County, City of Brighton and, Farmers Reservoir and Irrigation Company. Prepared by Wright Water Engineers, Inc., May 1992.
(Pipeline Alignments: Options 1, 2 & 3)

Todd Creek & DFA 0052 OSP, Prepared for Urban Drainage Flood Control District and Adams County,

Flood Hazard Area Delineation Beebe Draw and Left Bank Tributaries, Prepared for Urban Drainage and Flood Control District. Prepared by Kiowa Engineering Corp., July 1993.
(Pipeline Alignments: Option 2)

South Platte River MDP, Prepared for Urban Drainage Flood Control District and Adams County, April

2002.

Second Creek (Downstream of DIA) and DFA 0053, Prepared for Urban Drainage and Flood Control District, and Adams County, October 2003.

For the regional drainage facilities mentioned in the studies listed above, it is recommended that the applicant either avoid them or install the line to a depth below the facility to provide sufficient cover and avoid potential utility conflicts. Show these regional facilities on the plans.

ENG8: Full street closings are generally not allowed within Adams County, unless approved by Construction Management. It is recommended that street crossing be bored, when possible, to prevent street closures (even partial closures).

ENG9: All work within County ROW, properties or County regulated floodplains will require construction permitting

Commenting Division: Environmental Analyst Review

Name of Reviewer: Jen Rutter

Date: 03/06/2017

Email: irutter@adcogov.org

No Comment

Commenting Division: Parks Review

Name of Reviewer: Aaron Clark

Date: 03/06/2017

Email: aclark@adcogov.org

No Comment

Commenting Division: Planner Review

Name of Reviewer: Chris LaRue

Date: 03/24/2017

Email: clarue@adcogov.org

Resubmittal Required

PLN 1. No comments or concerns with this project. This project involves the extension of the crude oil pipeline which previously stubbed out at 120th and Powhatan.

PLN 2. The pipeline will follow the same alignment as the previously approved gas pipeline.

PLN 3. An updated development agreement shall be submitted with this application.

Commenting Division: ROW Review

Name of Reviewer: Marissa Hillje

Date: 03/15/2017

Email:

Complete

ROW1) All Pipelines shall be offset from all future expansion per Transportation Masterplan 2012.

ROW2) Any easement rights should be subordinate to Adams County future ROW.

From: [Hebert, Clint](#)
To: [Chris LaRue](#)
Subject: Discovery Boardwalk Pipeline Project Phase II (RCU2017-00008)
Date: Monday, March 27, 2017 3:20:39 PM
Attachments: [Notice 3-7-17.pdf](#)

Christopher,

I am writing this email in regards to a notice (attached) that we received for Discovery Midstream's Boardwalk Pipeline Project Phase II in Adams County, CO. We met with Cory Jordan and three (3) of his colleagues in our Platteville Office last week to discuss this project in greater detail. This project will impact numerous wells, pipelines, and compressor stations owned and operated by Anadarko/Kerr-McGee. We agreed in our meeting that both companies would work together for the safe planning and coordination of this project.

Thanks,

Clint T. Hebert

Senior Landman

Anadarko Petroleum Corporation

1099 18th Street, Suite 1800

Denver, Colorado 80202

720-929-6023 (office)

979-219-0941 (mobile)

clint.hebert@anadarko.com



[Click here for Anadarko's Electronic Mail Disclaimer](#)

From: [Means, Whitney](#)
To: [Chris LaRue](#)
Subject: RE: Request for comments Case #RCU2017-00008 Boardwalk Pipeline Phase II
Date: Tuesday, March 21, 2017 7:28:37 PM

Good evening Chris,

We have no comments on Case #RCU2017-00008. Thank you!

Whitney Means

Deputy Fire Marshal

Brighton Fire Rescue District

500 S. 4th Ave. 3rd Floor

Brighton, CO 80601

303-654-8040

www.brightonfire.org

From: Chris LaRue [mailto:CLaRue@adcogov.org]

Sent: Tuesday, March 7, 2017 11:14 AM

To: Chris LaRue

Subject: Request for comments Case #RCU2017-00008 Boardwalk Pipeline Phase II

To All:

Please review the attached request for comments for Case # RCU2017-00008. Comments are due by 3/28/17.

Please note the website will be updated with the case information soon.

Thank you,

Christopher C. LaRue

Senior Planner, *Community & Economic Development Department*

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, W2000A

Brighton, CO 80601

o: 720.523.6858 | clarue@adcogov.org

www.adcogov.org

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From: [Lee, Paul - CDPHE](#)
To: [Chris LaRue](#)
Subject: Re: Request for comments Case #RCU2017-00008 Boardwalk Pipeline Phase II
Date: Friday, March 10, 2017 7:34:45 AM

Hello,

My name is Paul Lee and I work in the Air Pollution Control Division of CDPHE. I looked over the project description and had the following comment(s);

Please check to see if you need to obtain a Land Development Permit from the APCD regarding construction if one or more project will take longer than 6 months in duration or if it is larger than 25 contiguous acres, and emits over 2 tons per year of particulate matter. If this is the case, please contact Aaron Moseley, Permit Engineer, of the Air Pollution Control Division Construction Permit Unit. He can be reached at 303-692-3242 and his email is aaron.moseley@state.co.us More information can be found on <https://www.colorado.gov/pacific/cdphe/APENforms>

From the project summary, it doesn't look like you'll need to obtain a land development permit but you may want to make sure.

If you have any questions, please contact me directly at this email address or you can reach me at 303-692-3127.

Thanks,

Paul Lee
Transportation Planner
Planning and Policy Program



[303.692.3127](tel:303.692.3127)

4300 Cherry Creek Drive South, Denver, CO 80246

paul.lee@state.co.us

On Tue, Mar 7, 2017 at 11:14 AM, Chris LaRue <CLaRue@adcogov.org> wrote:

To All:

Please review the attached request for comments for Case # RCU2017-00008. Comments are due by 3/28/17.

Please note the website will be updated with the case information soon.

Thank you,



Christopher C. LaRue

Senior Planner, *Community & Economic Development Department*

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, W2000A

Brighton, CO 80601

O: 720.523.6858 | clarue@adcogov.org

www.adcogov.org

MEMO

To: Chris LaRue
From: Robin Kerns
Subject: RCU2017-00008 - resubmittal
Date: May 1, 2017

Mr. LaRue,

Thank you for allowing Commerce City to comment on land use cases in the County that will impact future land uses in our community. Commerce City has the following “repeat” comments on the “resubmittal” materials as it relates to the Adams County’s application, and recognizes the applicant’s response to city comments:

Any proposed staging or storage lots need to be screened from adjacent residential properties and from right-of-way.

Any proposed value set areas should be surrounded by a wrought iron or CMU/masonry wall rather than chain link and barbed wire. This is in keeping with the requirement within Commerce City.

The area of the proposed pipeline is included within Commerce City’s growth area and should be expected, at some time in the future, to be fully annexed into Commerce City. The Commerce City Transportation Plan (dated July 12, 2010) shows E. 120th Avenue as future principal arterial and Powhaton Road as future minor arterial. These will require 150 feet and 120 feet of Right-of-Way respectively. At eventual build out, E. 120th Avenue will accommodate 6 lanes, while Powhaton Road will accommodate four lanes. It will be important to design the location of this pipeline to accommodate full build out width of these arterials roadways, to avoid conflicts and relocation and disruption of services in the long term.



MEMO CONTINUED

The City requests that Adams County work with the applicant and our Public Works Department to ensure that the future full ROW of these arterials are effectively accommodated with no or little conflict occurring by the location of this pipeline. This strategic coordination was done on previous pipelines in this area and it resulted in a win-win situation for all parties.

In addition, the city has this area called out for “DIA Technology” land uses in the future and would also ask that the approved pipeline placement would not jeopardize the location of potential long term ED prospects, which would directly benefit both Commerce City and Adams County along these future arterial corridors. This would be done through the effective placement of the pipeline as it relates to building and property setbacks and the allowance of landscaping and parking to be placed over the pipeline corridor.

If you have any questions, please contact me at rkerns@c3gov.com.





March 29, 2017

Chris LaRue
Adams County
Community & Economic Development Department
4430 S Adams County Pkwy, Suite W2000
Brighton, CO 80601-8204

RE: Boardwalk Pipeline Project – Phase II
TCHD Case No. 4302

Dear Mr. LaRue:

Thank you for the opportunity to review and comment on the Conditional Use Permit to construct a crude oil pipeline approximately 6 miles long from the northeast corner of 120th Ave and Powhaton Rd north to the County line. Tri-County Health Department (TCHD) reviewed the Conditional Use Permit application for Phase I in a letter dated July 5th, 2016 and had the following comments.

On-Site Wastewater Treatment Systems

Houses and other buildings equipped with plumbing facilities on properties located along the preferred and alternate pipeline routes are serviced by Onsite Wastewater Treatment Systems (OWTS). Our review of the pipeline routes indicates that sections of the pipeline routes may encroach on OWTS on some properties. TCHD recommends that the applicant review the locations of the pipeline routes to determine if they may encroach on OWTS. If it appears that encroachment will occur, it may be necessary to revise the pipeline location or relocate the OWTS. TCHD can provide specific permit information and system diagrams on OWTS for the affected properties.

TCHD provided permit information and system diagrams for properties served by OWTS along the pipeline route so that the applicant could ensure that no encroachment would occur.

Groundwater Quality Protection

A scan of the area proposed for the pipeline routes indicates that there may be water wells on the properties where the pipeline is located. Heavy equipment may inadvertently drive over wells during construction, causing damage that may expose the water in the wells to contamination. Where wells are within or close to pipeline routes, we recommend the applicant protect the wells by identifying the areas around wells so that they are visible to vehicle operators/construction crews. This can be accomplished by delineating the area around each well with stakes, colored tape or orange plastic netting.

If the pipeline routes cross over streams and/or wetlands, alluvial groundwater flow could be impacted if trenching intersects the shallow groundwater. If trench dewatering is necessary, the water will be pumped and discharged to alluvial/colluvial sediments close to the stream channel. If discharge of groundwater is necessary during construction, a discharge permit from the Colorado Department of Public Health and Environment (CDPHE), Water Quality Control Division will be necessary

Protection of Above-Ground Valves

Above-Ground valves may be damaged or vandalized once they are installed and placed into use. On page 8 of the application, it is indicated that there will be two valve sites in Adams County. The application also states that the valves will be enclosed in chain link fences for security. TCHD commends the applicant for identifying and ensuring the valve sites are secure.

Sanitary and Solid Waste Disposal

The application does not specify how sanitary and solid waste will be provided during the construction for construction workers. We anticipate that trash dumpsters and portable toilets will be necessary during construction. TCHD has no objection to the use of portable toilets, provided they are properly maintained. TCHD recommends that the applicant address these, in terms of numbers, locations, and vendor.

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

Sincerely,



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

CC: Sheila Lynch, Monte Deatrich, TCHD

From: [Marisa Dale](#)
To: [Chris LaRue](#)
Subject: RE: Request for comments Case #RCU2017-00008 Boardwalk Pipeline Phase II
Date: Friday, March 10, 2017 7:26:22 AM

Chris,

Thank you for inviting United Power, Inc. to review and comment on Case # RCU2017-00008 Boardwalk Pipeline Phase II referral.

United Power, Inc. owns and maintains existing electric facilities along the pipeline path. As long as utility locates are performed, United Power has no objection.

For any modification to our system, please contact Michael Hess at 303-637-1272.

Thank you,

Marisa

Marisa Dale, RWA | [Engineering & Rates ROW](#)

500 Cooperative Way, Brighton, CO 80603 | O 303.637.1387 | C 720.334.5282

Schedule: M-Th 7:00-4:30, F 7:00-3:30

Training/away from desk: Mar 7-9 and Mar 13 & 14

Day off: Mar 10 & Mar 24



From: Chris LaRue [mailto:CLaRue@adcogov.org]

Sent: Tuesday, March 07, 2017 11:14 AM

To: Chris LaRue

Subject: Request for comments Case #RCU2017-00008 Boardwalk Pipeline Phase II

To All:

Please review the attached request for comments for Case # RCU2017-00008. Comments are due by 3/28/17.

Please note the website will be updated with the case information soon.

Thank you,

Christopher C. LaRue

Senior Planner, *Community & Economic Development Department*

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, W2000A

Brighton, CO 80601

o: 720.523.6858 | clarue@adcogov.org

www.adcogov.org

CERTIFICATE OF POSTING



I, Christopher C. La Rue do hereby certify that I had the property posted at

NE corner of 120th Avenue & Powhaton Rd & other locations

on June 9, 2017

in accordance with the requirements of the Adams County Zoning Regulations

Christopher C. La Rue

Christopher C. La Rue



Public Hearing Notification

Case Name:	BOARDWALK PIPELINE PROJECT - PHASE II
Case Number:	RCU2017-00008
Planning Commission Hearing Date:	06/22/2017 at 6:00 p.m.
Board of County Commissioners Hearing Date:	07/11/2017 at 9:30 a.m.

May 24, 2017

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request:

Requesting a Conditional Use Permit to construct an approximately 6 miles crude oil pipeline from the northeast corner of 120th Ave & Powhaton Road north to the County line.

This request is located at Multiple Parcels

The Assessor's Parcel Number(s) 0156700000051, 0156700000062, 0156700000063, 0156700000066, 0156700000093, 0156700000249, 0156700000326, 0156700000344, 0156700000345, 0156705100002, 0156705400001, 0156708100002, 0156708100003, 0156708100004, 0156708400001, 0156716200001, 0156716200003, 0156716200004, 0156721100001, 0156728100001, 0156728200001

Applicant Information: Discovery DJ Services, LLC
CORY JORDAN
DALLAS, CO 75230

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601-8216. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at (720) 523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date.

For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S Adams County Parkway, Brighton, CO 80601, 720-523-6800.

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

This is also the location where maps and/or text certified by the Planning Commission may be viewed. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you,

A handwritten signature in black ink that reads "Christopher C. LaRue". The signature is written in a cursive, flowing style.

Christopher C. LaRue
Senior Planner



Request for Comments

Case Name:	BOARDWALK PIPELINE PROJECT - PHASE II
Case Number:	RCU2017-00008

March 7, 2017

Adams County Planning Commission & Board of County Commissioners are requesting comments on the following request:

Requesting a Conditional Use Permit to construct an approximately 6 miles crude oil pipeline from the northeast corner of 120th Ave & Powhaton Road north to the County line.

This request is located at: 14850 POWHATON RD

The Assessor's Parcel Number are: 0156700000051, 0156700000062, 0156700000063, 0156700000066, 0156700000093, 0156700000249, 0156700000326, 0156700000344, 0156700000345, 0156705100002, 0156705400001, 0156708100002, 0156708100003, 0156708100004, 0156708400001, 0156716200001, 0156716200003, 0156716200004, 0156721100001, 0156728100001, 0156728200001

Applicant Information: Discovery DJ Services, LLC
CORY JORDAN
DALLAS, CO 75230

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 (720) 523-6800 by 03/28/2017 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to CLaRue@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Christopher C. LaRue
Senior Planner

PUBLICATION REQUEST

BOARDWALK PIPELINE PROJECT - PHASE II

Case Number: RCU2017-00008
Planning Commission Hearing Date: 06/22/2017 at 6:00 p.m.
Board of County Commissioners Hearing Date: 07/11/2017 at 9:30 a.m.

Request: Requesting a Conditional Use Permit to construct an approximately 6 miles crude oil pipeline from the northeast corner of 120th Ave & Powhaton Road north to the County line.

Location: Multiple Parcels in Adams County

Parcel Number: 0156700000051, 0156700000062, 0156700000063, 0156700000066, 0156700000093, 0156700000249, 0156700000326, 0156700000344, 0156700000345, 0156705100002, 0156705400001, 0156708100002, 0156708100003, 0156708100004, 0156708400001, 0156716200001, 0156716200003, 0156716200004, 0156721100001, 0156728100001, 0156728200001

Case Manager: Chris LaRue

Case Technician: Shayla Christenson

Applicant: CORY JORDAN
7859 Walnut Hill Lane STE 335
DALLAS, TX 75230

Owner: FREEDOM HOLDING COMPANY LLC
223 S 16TH AVE
BRIGHTON, CO 806012313

Legal Description:

Legal Start and End Points within Adams County:

Beginning: SECT,TWN,RNG:33-1-65 DESC: W2 AND THE NE4 OF SEC 33 DESC AS BEG AT THE E4 COR OF SD SEC 33 TH N 89D 35M 05S W 2642/95 FT TH S 00D 20M 57S E 2653/74 FT TH N 89D 32M 35S W 2432/91 FT TH N 00D 21M 16S W 2651/98 FT TH N 00D 21S 35M W 210 FT TH S 89D 37M 44S E 2433/60 FT TH S 89D 37M 05S E 2642/89 FT TH S 00D 21M 00S E 2625/64 FT M/L TO SD E4 COR OF SEC 33 AND THE POB 453/930A

Ending: SECT,TWN,RNG:5-1-65 DESC: E 210 FT OF SEC 5 LOCATED N OF DENVER-HUDSON CANAL EXC PARC 7/27A

Length in Adams County: 6 miles

Parcel/Tract Count in Adams County: 21

ACEVEDO JACINTO AND
ACEVEDO MARIA C
26855 E 152ND AVENUE
BRIGHTON CO 80603

BROMLEY WINIFRED LEE
12801 BRIGHTON RD
BRIGHTON CO 80603

AIRPORT 136
8791 CIRCLE DR
WESTMINSTER CO 80030

CHAPP KENNETH G
25875 E 160TH AVE
BRIGHTON CO 80603-8430

ALLGEIER ROGER AND
ALLGEIER VERNA
27000 E 168TH AVENUE
BRIGHTON CO 80603

CHAVEZ LUIS CARLOS
14950 POWHATON RD
BRIGHTON CO 80603-8310

AVERCH DOUGLAS AND
AVERCH JULIE
13963 POWHATON ROAD
BRIGHTON CO 80603

CHRISMON JOYCE DARLENE REV TRUST
25900 E 160TH AVENUE
BRIGHTON CO 80603

AVERCH DOUGLAS S AND
AVERCH JULIE BETH
13963 POWHATON ROAD
BRIGHTON CO 80603

CITY AND COUNTY OF DENVER
C/O MANAGER OF AVIATION
8500 PENA BLVD
DENVER CO 80249-6340

BACKSTROM JERRY AND
BACKSTROM JILANN
15400 HARVEST MILE RD
BRIGHTON CO 80603-3805

D EPAGNIER MICHAEL J AND
D EPAGNIER ANN W
14785 HAYESMOUNT ROAD
BRIGHTON CO 80603

BALDERRAMA EUDEN AND
BALDERRAMA BIANCA
14440 HARVEST MILE RD
BRIGHTON CO 80603-5806

DAY PATRICK D AND
DAY PAULINE M
28300 E 144TH AVE
BRIGHTON CO 80603

BALDERSTON GENE A AND
BALDERSTON KANDY L
27647 E 152ND AVE
BRIGHTON CO 80603-8806

DEFRANCO INGRID J AND
BERRYMAN JOHN R
15570 POWHATON ROAD
BRIGHTON CO 80603

BASULTO RAMON GALLEGOS AND
GALLEGOS EDUVIGES RIVERA DE
13656 MADISON STREET
THORNTON CO 80602

DENVER INTERNATIONAL TRADE
CENTER LTD
905 W 124TH AVE STE 210
DENVER CO 80234-1716

BERRY STEVEN A AND
BERRY SHARON A
26575 E 160TH AVE
BRIGHTON CO 80603

DIBC ADAMS COUNTY LLC
C/O L C FULENWIDER INC
1125 17TH ST NO. 2500
DENVER CO 80202-2092

DS LLC
2 OSPREY CIR
THORNTON CO 80241-4104

GUTIERREZ IGNACIO AND
HERNANDEZ MARTHA C
28580 E 168TH AVE
BRIGHTON CO 80603-6649

DURAN WILLIAM AND
DURAN MARY C
27170 E 152ND AVENUE
BRIGHTON CO 80603

HIRSCH DONALD H AND
HIRSCH KIMBERLY S
25600 E 160TH AVENUE
BRIGHTON CO 80603

FEDERAL AVIATION ADMINISTRATION
1601 W LIND AVE S W NO. 570
RENTON WA 98055-4056

HUBER WILLIAM DEAN
2793 S LAMAR
DENVER CO 80227

FLINT STREET TRUST THE
25775 E 160TH AVE
BRIGHTON CO 80603-8407

JARAMILLO JOHN E AND
JARAMILLO LINDA M
15665 POWHATON MILE ROAD
BRIGHTON CO 80603

FLITNER LA VERNNE F
14250 HARVEST MILE RD
BRIGHTON CO 80603

JEFFREY RICHARD
7675 DAHLIA ST
COMMERCE CITY CO 80022-1497

FREEDOM HOLDING COMPANY LLC
223 S 16TH AVE
BRIGHTON CO 80601-2313

JL&D INVESTMENTS LLC
796 POPPY DR
BRIGHTON CO 80601-3353

GLEIM HERBERT C AND
GLEIM LINDA J
PO BOX 363
BRIGHTON CO 80603

KAMPBELL BOE
26333 E 152ND AVE
BRIGHTON CO 80603

GREY MARKE E AND GREY LYNN M
14901 POWHATON RD
BRIGHTON CO 80603-8310

KERR-MCGEE GATHERING LLC
1099 18TH ST STE 1800
DENVER CO 80202-1918

GULLY DAVID A AND LESLIE L
14001 MAYESMOUNT RD
BRIGHTON CO 80603

KING MICHAEL W AND
GUNN KEITH A JR
15445 POWHATON RD
BRIGHTON CO 80603-8804

GUNSON MARK D AND
GUNSON JUDY L
25660 E 168TH AVE
BRIGHTON CO 80603

KIRKMEYER THOMAS A
14200 POWHATON RD
BRIGHTON CO 80603-8833

LALLAS MARIA
28110 E 152ND AVE
BRIGHTON CO 80603

PENCIL BARBARA A AND
PENCIL TERRY
15555 POWHATON RD
BRIGHTON CO 80603-8804

LEDBETTER PAUL D AND
LEDBETTER MARY C
14255 HARVEST RD
BRIGHTON CO 80603-5805

PRICE DESMOND G AND
PRICE ANNETTE M
14141 HARVEST ROAD
BRIGHTON CO 80603

LEDEZMA SIPRIANO AND MARGARET M
PO BOX 1241
GRANBY CO 80446-1241

PRICE DESMOND G AND
PRICE ANNETTE M
14141 HARVEST MILE ROAD
BRIGHTON CO 80603

MADISON PHILLIP L AND
MADISON KATHLEEN L
15500 POWHATON RD
BRIGHTON CO 80603

PUBLIC SERVICE CO OF COLORADO
C/O PROPERTY AND LOCAL TAXES
PO BOX 1979
DENVER CO 80201-1979

MARTINEZ DAVID
20328 E 48TH DR
DENVER CO 80249-7475

PUBLIC SERVICE COMPANY
PO BOX 1979
DENVER CO 80201-1979

MERAZ GABRIEL
26300 E 133RD CIRCLE
COMMERCE CITY CO 80022

RANDS LARRY L AND
RANDS SONJA A
26550 E 160TH AVE
BRIGHTON CO 80601-8405

NELSON MOSES/MATHILDE TRUST THE
25200 E 160TH AVE
BRIGHTON CO 80603-8205

RANDS MARK B
PO BOX 291031
DENVER CO 80229-1031

OHLE BARBARA J
15650 POWHATON RD
BRIGHTON CO 80603-8804

REAL ESTATE FROM NOW ON LLC
1800 LOGAN ST APT A-402
DENVER CO 80203-4368

PALOMARES RAUL
3000 S DECATUR ST
DENVER CO 80236-2709

RIVERA ARMANDO
605 GARLAND STREET
LAKEWOOD CO 80215

PENA MATILDE ARMENDARIZ
27885 E 152ND AVE
BRIGHTON CO 80603-8806

RODRIGUEZ GOMEZ JOSE DE JESUS AND
MOTA ORNELAS JOSE TRINIDAD
25525 E 160TH AVE
BRIGHTON CO 80601

ROMERO GREGORY D
14850 POWHATON MILE ROAD
BRIGHTON CO 80603

TRI-STATE POWER LLC
1100 W 116TH AVENUE
WESTMINSTER CO 80234

ROSALES ILDEFONSO TORRES
13101 POWHATON RD
COMMERCE CITY CO 80022

UNITED POWER INC
PO BOX 929
BRIGHTON CO 80601-0929

SACK DONALD
16475 POWHATON RD
BRIGHTON CO 80603-8204

VEGA BEN AND
SANTOS MIKE/MARIA
119 S RALEIGH ST
DENVER CO 80219-1849

SCHOEN WILLIAM J JR
1380 W 12TH AVE
BROOMFIELD CO 80020-6629

VILLALOBOS SIJIFREDO JR
351 N 12TH AVE
BRIGHTON CO 80601-1531

SCM-GRP VAN SCHAAK LLLP UND 8.5254%
INT ET AL
1242 E JACKSON ST
PHOENIX AZ 85034-2342

WAKEMAN KATHERINE L
13721 N POWHATON ROAD
BRIGHTON CO 80603

SIEVERS DAVID AND
SIEVERS KAYLA
26255 E 133RD CIRCLE
COMMERCE CITY CO 80022

WAT BUDDHAPUNYARUM OF COLORADO
26300 E 152ND AVENUE
BRIGHTON CO 80603

STANDLEY TERRY D AND
STANDLEY JACKIE L
15885 POWHATON
BRIGHTON CO 80603

WATSON BERNARD
PO BOX 1156
FORT MORGAN CO 80701-1156

STATE OF COLORADO
C/O STATE LAND BOARD
72 CASCADE AVENUE
DENVER CO 80203

WERTZ DAVID E AND GLORIA E
13815 POWHATON ROAD
BRIGHTON CO 80603-8312

TIPTON DANIEL S AND
TIPTON PEGGY A
27655 E 152ND AVE
BRIGHTON CO 80603

TOUPS WAYNE P AND
TOUPS DEBORAH M
26800 E 152ND AVE
BRIGHTON CO 80603-8803



Referral Listing
Case Number RCU2017-00008
BOARDWALK PIPELINE PROJECT - PHASE II

Agency

Contact Information

Adams County Development Services - Building

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Brighton CO 80601
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JBlair@adcogov.org

BRIGHTON FIRE DISTRICT

WHITNEY MEANS
500 South 4th Avenue
3rd Floor
BRIGHTON CO 80601
(303) 659-4101
wmeans@brightonfire.org

BRIGHTON SCHOOL DISTRICT 27J

Kerrie Monti
18551 E. 160TH AVE.
BRIGHTON CO 80601
303-655-2984
kmonti@sd27j.org

Burlington Ditch Res & Land Co

..
80 S 27TH AVENUE
BRIGHTON CO 80601
303.659.7373

CDPHE - AIR QUALITY

Paul Lee
4300 CHERRY CREEK DRIVE SOUTH
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CDPHE - WATER QUALITY PROTECTION SECT

Patrick Pfaltzgraff
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WQCD-B2
DENVER CO 80246-1530
303-692-3509
patrick.j.pfaltzgraff@state.co.us

CDPHE SOLID WASTE UNIT

Andy Todd
4300 CHERRY CREEK DR SOUTH
HMWMD-CP-B2
DENVER CO 80246-1530
303.691.4049
Andrew.Todd@state.co.us

Century Link, Inc

Brandyn Wiedreich
5325 Zuni St, Rm 728
Denver CO 80221
720-508-3724 720-245-0029
brandyn.wiedrich@centurylink.com

Agency

Contact Information

Code Compliance Supervisor

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COLORADO DIVISION OF WILDLIFE

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COLORADO DIVISION OF WILDLIFE

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Northeast Regional Engineer
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COMCAST

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COMMERCE CITY CO 80022
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rkerns@c3gov.com

Commerce City Planning Division

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COUNTY ATTORNEY- Email

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6884

DENVER INTERNATIONAL AIRPORT

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DENVER CO 80209
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Denver International Airport

Tom Reed
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Tom.Reed@flydenver.com

Engineering Department - ROW

Transportation Department
PWE - ROW
303.453.8787

Engineering Division

Transportation Department
PWE
6875

Agency

Contact Information

ENVIRONMENTAL ANALYST

Jen Rutter
PLN
6841

METRO WASTEWATER RECLAMATION

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CSIMMONDS@MWRD.DST.CO.US

NS - Code Compliance

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Parks and Open Space Department

Nathan Mosley
mpedrucci@adcogov.org
aclark@adcogov.org
(303) 637-8000
nmosley@adcogov.org

REGIONAL TRANSPORTATION DIST.

CHRIS QUINN
1560 BROADWAY SUITE 700
DENVER CO 80202
303-299-2439
chris.quinn@rtd-denver.com

SHERIFF'S OFFICE: SO-HQ

MICHAEL McINTOSH
nblair@adcogov.org, aoverton@adcogov.org; mkaiser@adcogov.org
snielson@adcogov.org
(303) 654-1850
aoverton@adcogov.org; mkaiser@adcogov.org; snielson@adcogov.org

Sheriff's Office: SO-SUB

SCOTT MILLER
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aoverton@adcogov.org; mkaiser@adcogov.org
720-322-1115
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TRI-COUNTY HEALTH DEPARTMENT

MONTE DEATRICH
4201 E. 72ND AVENUE SUITE D
COMMERCE CITY CO 80022
(303) 288-6816
mdeatrich@tchd.org

TRI-COUNTY HEALTH DEPARTMENT

Sheila Lynch
6162 S WILLOW DR, SUITE 100
GREENWOOD VILLAGE CO 80111
720-200-1571
landuse@tchd.org

Tri-County Health: Mail CHECK to Sheila Lynch

Tri-County Health
landuse@tchd.org
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Agency

Contact Information

United Power, Inc	Marisa Dale PO Box 929 500 Cooperative Way Brighton CO 80601 303-637-1387 mdale@UnitedPower.com	720-334-5282
United Power, Inc	Marisa Dale PO Box 929 500 Cooperative Way Brighton CO 80601 303-637-1387 mdale@UnitedPower.com	720-334-5282
VANAIRE SKYPORT CORP.	BECKY GANN PO BOX 55 BRIGHTON CO 80601 303-654-0697	303-654-8514
VANAIRE SKYPORT CORP. 2	Howard Hillman THIS ENTRY CREATED TO ADD PEOPLE IN NOTES FIELD 720-685-3033	
WELD COUNTY PLANNING DEPT.	TOM PARKO 1555 North 17th Ave GREELEY CO 80631 (970) 353-6100 tparko@co.weld.co.us	x3572
Xcel Energy	Donna George 1123 W 3rd Ave DENVER CO 80223 303-571-3306 Donna.L.George@xcelenergy.com	
Xcel Energy	Donna George 1123 W 3rd Ave DENVER CO 80223 303-571-3306 Donna.L.George@xcelenergy.com	

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into by and between the COUNTY OF ADAMS, a political subdivision of the State of Colorado, hereinafter called "**County**," and DISCOVERY DJ SERVICES, LLC, a Texas limited liability company, 7859 Walnut Hill Lane, Suite 335, Dallas, TX 75230, hereinafter called "**Developer**."

WITNESSETH:

WHEREAS, Developer desires to construct approximately 6-miles of underground steel pipeline and appurtenances in Adams County, Colorado, as more particularly described in that certain Conditional Use Permit Application dated February 17, 2017 to transport crude oil ("the **Project**"); and

WHEREAS, the Project will provide transportation of crude oil, increase efficiency of delivering products to market, and reduce impacts to local roads by reducing truck traffic in furtherance of the goals of the Adams County Comprehensive Plan; and

WHEREAS, on February 17, 2017, Developer submitted an application for a Conditional Use Permit ("CUP") to Adams County in accordance with the requirements outlined in Chapter 2 of the Adams County Development Standards and Regulations ("the Regulations"), the Conditional Use Permit Checklist, and requested submittal criteria from the Adams County Areas and Activities of State Interest ("AASI") Checklist; and

WHEREAS, Developer will acquire, if it has not already done so, all necessary right-of-way easements and temporary construction easements to utilize certain real property in the County of Adams, State of Colorado; and

WHEREAS, the County has designated its future road expansion plans in the Adams County Transportation Plan adopted November 2012 ("**Transportation Plan**"); and

WHEREAS, it is provided by Sections 1-02-01-02-08 and 1-08 of the Regulations that where designated, the Developer shall have entered into a written agreement with the County addressing Developer's and the County's obligations with regard to the Project as a condition of approval for the CUP; and

WHEREAS, the County and the Developer have planned and designed the Project so it will not prohibit future development, and so that it will not add cost to the County's future infrastructure plans to support development.

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

I. DEVELOPER'S OBLIGATIONS:

1. Pre-Construction Activities. Prior to site disturbance and commencing construction in the County, Developer shall:
 - A. Submit construction plans to the Adams County One Stop Permit Counter and apply for the appropriate construction permits.
 - B. In the event that any portion of the project is located within the MS4 permit boundary of unincorporated Adams County and greater than 1 acre of disturbance, a Stormwater Management Plan ("SWMP") will need to be prepared according to County standards. Moreover, surety will be required for Best Management Practices ("BMP") located within the MS4 boundary. Stormwater BMPs will be implemented for the construction phase to capture and treat all onsite stormwater runoff in accordance with the requirements for the SWMP.
 - C. Prepare a Traffic Control Plan for the portion of the project within Unincorporated Adams County and obtain written approval of the Plan from the Adams County Transportation Department prior to the commencement of construction. The Traffic Control Plan shall detail any impacts to the applicable right-of-way during the construction of the Project, including but not limited to, lane closures, access to construction staging sites, hours of operation, etc. The Traffic Control Plan shall be prepared in a way to minimize impacts to adjacent property owners during the construction period. The Developer shall be responsible to implement any necessary corrections to the Traffic Control Plan.
 - D. Submit the Facilities Response Plan to the County.
 - E. Secure all applicable local, state and federal permits for the Project and submit copies of these permits to the County.
 - F. Secure Adams County Right-Of-Way permits prior to constructing crossings.
 - G. Submit copies of all executed easements for the Project to the County.
 - H. Contact and use commercially reasonable efforts to work with United Power regarding any possible encroachment the Project may have on United Power's overhead powerlines or related facilities.
 - I. Contact and use good faith efforts in continuing to work with Anadarko to address their concerns identified in their referral response e-mail dated March 27, 2017.
 - J. Continue to work with Adams County and The City of Commerce City Public Works Department to ensure the pipeline location is outside the potential future ROW for The Commerce City Transportation Plan (dated July 12, 2010).
 - K. Comply with all applicable requirements of the Federal Aviation Administration ("FAA") and the Denver International Airport ("DIA").
 - L. Acknowledge the Commerce City letter dated March 28, 2017.
 - M. Acknowledge the Tri-County Health letter dated March 29, 2017.
2. Construction Activities. During construction, the Developer shall:
 - A. Construct the project in accordance with the approved construction plans. The

Developer shall submit a certification letter from a Professional Engineer within 45 days of construction completion certifying that the Project was constructed in accordance with the approved plans.

- B. Manage stormwater in accordance with a SWMP prepared under the Colorado Department of Public Health and Environment ("CDPHE") Colorado Discharge Permitting System ("CDPS") Permit and in accordance with the Clean Water Act National Pollution Discharge Elimination System ("NPDES") regulations and Adams County's Grading Erosion and Sediment Control standards. Stormwater BMPs will be implemented for the construction phase to capture and treat all onsite stormwater runoff in accordance with the requirements for the SWMP.
- C. Operate at the Project site only from dawn to dusk during construction, Monday through Saturday, except for inclement weather and during hydrostatic testing, horizontal directional drilling ("HDD"), and emergency situations that would cause the Developer to be out of compliance with any applicable local, state, or federal permit. The Adams County Director of Community and Economic Development may extend the hours and days of operation if Developer makes a request in writing and demonstrates sufficient need.
- D. Implement the approved Traffic Control Plan.
- E. Comply with guidelines of Section 106 of the National Historic Preservation Act of 1966 in locations that have been identified as federally regulated within Adams County. Comply with State of Colorado Historical, Paleontological, and Archeological Resources Act of 1973 (C.R.S. 24-80-401 to 410) on all identified state lands within Adams County. All best management practices and avoidance measures proposed within the submitted CUP on lands that are state and federally regulated by the above listed laws will be enforced.
- F. Comply with the recommendations of the Tri-County Health Department letter dated March 29, 2017.
- G. Comply with C.R.S. 42-4-1407, covering loads for all hauling/construction trucks.
- H. Be responsible for the cleanliness and safety of all roadways adjacent to the Project in the event that there are any issues related to the Project during construction. If at any time these roadways are found to be dangerous or not passable due to debris or mud caused by Project activities, the County shall require Developer to cease Project operations immediately and clear the roadway of any and all debris or mud. The Project shall not resume until the County, in its sole discretion, deems the roadway conditions acceptable. If the Developer fails to keep the adjacent roadways clean and free from debris, the Adams County Transportation Department has the option to perform the required clean up and bill the charges directly to the Developer.

The Developer shall be responsible for repairing County infrastructure that is damaged as a result of the construction from the Project. Repairs shall occur as soon as possible, but no later than six (6) months following construction completion, unless an extension is granted by the County for extenuating circumstances. The Developer may submit evidence of the condition of the County's right-of-way at the start and completion of construction in order to

demonstrate the pre-construction condition and the post-construction condition of the roadways.

- I. Remove and dispose of all fluid spills, such as hydraulic oil from maintenance of equipment, at a facility permitted for such disposal.
- J. Convey all complaints Developer receives concerning off-site impacts and the resolution of those complaints to the Adams County Department of Community and Economic Development. Off-site impacts shall be responded to and resolved immediately by the Developer. Adams County Community and Economic Development will be the final decision maker regarding the resolution of noise complaints or any other off-site impacts, provided that Developer is provided notice and an opportunity to be heard. Excessive complaints that are not resolved to the satisfaction of the County may be justification for a Show Cause Hearing before the Adams County Board of County Commissioners.
- K. Ensure that all construction vehicles have a backup alarm that complies with OSHA requirements, 29 CFR 1926.601(b)(4) and 1926.602(a)(9), and/or other remedies (such as flagmen) to minimize noise as approved by the County.
- L. If fuel will be stored on the subject properties or within the County's right-of-way: All fuel storage at this site shall be provided with secondary containment that complies with state law and any appropriate regulatory standards; fueling areas shall be separated from the rest of the site's surface area, and protected from storm water; and Developer shall provide a spill prevention plan and release prevention plan for fuel storage and fueling operations. Spill and drip containment pans shall be emptied frequently and all spills shall be cleaned up and disposed of immediately at a facility permitted for such disposal.

Developer shall notify the County prior to commencing any snow removal operations within the County's right-of-way. The Developer shall be responsible for any damages to the right-of-way caused by these activities and shall repair damages at their expense within 60 days of receiving notice from the County.
- M. Screen any storage or staging lots from adjacent residential properties within 100 ft.
- N. Comply with all applicable local, state and federal requirements during the course of the Project.

3. Design Requirements.

- A. The Project will be designed to meet or exceed the minimum Federal Safety Standards contained in 49 CFR 195, as applicable, and national engineering design codes for pipelines set forth by the American Society of Mechanical Engineers.
- B. Pipeline burial depths will meet or exceed federal, state, and applicable engineering standards. The pipelines will be buried with a minimum of 48 inches of cover where practical, and in locations where such burial depth is not achievable due to strategic locations such as road crossings, additional mechanical protection will be provided, such as increased pipe wall thickness, as approved by the County and referenced within this Agreement.

The location of the Boardwalk Pipeline is rural and County transportation and drainage projects are not anticipated in this area. If a project occurs in the area of the approved pipeline alignment, the Developer agrees to avoid any regional drainage improvements, to the extent possible. The County agrees to make all reasonable attempts to avoid the pipeline during the design and construction of future drainage facilities. In the event that a future regional drainage improvement project requires the relocation of the pipeline, the Developer agrees to relocate the pipeline at its sole expense and Adams County shall give Developer 30 calendar days advance written notice for it to commence such relocation if it determines that the pipeline needs to be re-located.

- C. Any construction of structures will be designed to meet the 2012 International Fire Code and amendments.
- D. Ensure pipelines are located in easements on private property and County road crossings shall be as near as possible to right angles. This effective placement of the pipeline allows buildings to be constructed in the future keeping with required structure setbacks per Transportation Plan, The Commerce City Transportation Plan (dated July 12, 2010) and future "DIA Technology" land uses.

4. Operational Requirements.

- A. The Project will be operated to Federal Safety Standards contained in 49 CFR 195 as well as the Developer's operating standards and practices and maintenance procedures as referenced within the Developer's CUP application materials submitted to the County for the Project.
- B. The steel pipeline will have a corrosion prevention system as detailed within the Developer's CUP application materials submitted to the County for the Project.
- C. The Project will have a multi-faceted integrity management program, as required under federal pipeline safety standards (49 CFR 195 and ASME B31.4). The Project will be operated in accordance with all applicable local, state and federal codes, laws and regulations, including but not limited to the Colorado Department of Transportation ("CDOT") and CDPHE.

5. Post-Construction and Maintenance Requirements.

- A. Developer agrees to restore any disturbed County-owned lands in compliance with the requirements of applicable easement agreements as soon as possible but no later than August 31, 2017. In the event that reseeded is unsuccessful in the first growing season, the Developer agrees to comply with the terms of the easement agreements to restore the land during the subsequent growing season. The County may grant an extension for good cause, in writing, in the event of unforeseen circumstances.
- B. Developer agrees to restore any disturbed private property in accordance with the applicable easement agreements as soon as possible but no later than August 31,

2017. In the event that reseeded is unsuccessful in the first growing season, the Developer agrees to comply with the terms of the easement agreements to restore the land during the subsequent growing season. The County may grant an extension for good cause, in writing, in the event of unforeseen circumstances.

- C. Construction plans submitted by the Developer to the County for the Project show the pipeline located completely outside of the future right-of-way as depicted in the Adams County 2012 Transportation Plan. In the event that the pipeline is not constructed in accordance with the construction plans approved by the County and there becomes a conflict with a future roadway expansion project, as the project is contemplated under the Transportation Plan, the Developer agrees to relocate the pipeline at its own expense.
- D. The Developer also agrees that the approval of encroachment agreement requests for parking lots and driveways on private property shall not be unreasonably or arbitrarily withheld, in accordance with the terms of the easement agreements for the Project.
- E. Developer agrees that it will not disrupt or damage the functionality of any existing drainage facilities.
- F. Developer agrees to submit "as built" construction drawings to the Adams County Assessor's Office within 120 days of construction completion in accordance with the procedures established by the County.
- G. Developer agrees to submit emergency contact information, emergency response plans, and final maps of the Project, including all associated valves and pipeline components, to the local fire districts encompassing the Project and to the Adams County Office of Emergency Management before commencing operation of the pipeline. The Developer shall comply with all other requests for information from the Adams County Office of Emergency Management in accordance with local, state, and federal law.
- H. Maintenance of the Project will follow guidelines set forth in the Developer's operations and maintenance procedures (referenced in Section 4C of this Agreement), which meet or exceed regulatory requirements. Maintenance activities associated with the line and permanent easement include, but are not limited to, the following:
 - Implementation of a damage prevention program including observation of any construction activities by others on or near the permanent easement;
 - Implementation of a public education program;
 - Installation and maintenance of pipeline markers;
 - Inspection and maintenance of corrosion control systems;
 - Inspection of block valves;
 - Inspection of crossings by other pipelines, highways, utilities;
 - Inspection and maintenance of safety, control, mechanical, and

electrical equipment;

- Maintenance of communication equipment; and
- Calibration of all instruments to comply with USDOT regulations.

6. Development Impact Fees. There are no development fees associated with this Project.
7. Encroachment Upon Future Right-of-Way. In any segment of the Project that is parallel to an Adams County right-of-way, the pipeline shall be constructed a minimum of five (5) feet from the edge of the maximum future right-of-way width, as designated in the Adams County 2012 Transportation Plan.

As development of the Transportation Plan is implemented and if the location and existence of Developer's permanent easement precludes such development, Developer's overlapping easement rights shall be subordinated (subject to the then-existing rights of the parties, laws and regulations) to accommodate Adams County's development.

8. Acceptance and Maintenance of Public Improvements. Developer is not required to make any public improvements or make any public dedications in connection with the Project.
9. Guarantee of Compliance. Developer hereby agrees that should it fail to comply with the terms of this Agreement, the County is entitled to obtain from the Colorado State District Court for the Seventeenth Judicial District a mandatory injunction requiring said Developer to comply with the terms of this Agreement. Prior to the County seeking such an injunction, Developer will be provided the opportunity to cure any default in accordance with the terms set forth herein. Developer further agrees that failing to comply with the requirements set forth in this Agreement may be justification for a Show Cause Hearing where the CUP Permit may be revoked.
10. Financial Security. The County has determined that there is no need for a guarantee of financial security with regard to this Project.
11. Successors and Assigns. This Agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property.

II. COUNTY'S OBLIGATIONS:

Except as expressly set forth herein, the County shall have no obligations associated with this Agreement.

III. GENERAL PROVISIONS:

1. No Third Party Beneficiaries. This Agreement is intended to describe and determine such rights and responsibilities only as between the parties hereto. It is not intended to and shall not be deemed to confer rights or responsibilities to any person or entities not named hereto.

2. Notices. Any and all notices, demands or other communications desired or required to be given under any provision of this Agreement shall be given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid or by email addressed as follows:

To Developer:

Discovery DJ Services, LLC
7859 Walnut Hill Lane, Suite 335
Dallas, TX 75230

To Adams County:

Director, Adams County Community and Economic Development
4430 South Adams County Parkway, 1st Floor, Suite W2000A
Brighton, CO 80601
Email: nwright@adcogov.org

With a copy to:

Adams County Attorney
4430 South Adams County Parkway
5th Floor, Suite C5000B Brighton, CO 80601

3. Amendments.

Should any changes to the Conditional Use Permit be proposed before, during or after completion of the Project, the Developer shall submit the details of those changes to the Adams County Community and Economic Development Director for a determination as to whether those changes constitute a Major or Minor Amendment in accordance with the Regulations.

This Agreement may only be modified, amended, changed or terminated in whole or in part by an agreement in writing duly authorized and executed by the parties hereto with the same formality, and subject to the same statutory and regulatory requirement, as this Agreement.

4. Controlling Law. This Agreement and its application shall be construed in accordance with the laws of the State of Colorado.
5. Default. If either party is in default under this Agreement, the non-defaulting party shall provide written notice of said default to the defaulting party to the address provided in Section 2 immediately above. The defaulting party shall have 30 days to cure the default, unless an extension is granted in writing by the non-defaulting party for good cause. The non-defaulting party may seek all remedies available pursuant to the Agreement and under the law.
6. Costs and Fees. In the event of any litigation arising out of this Agreement, the parties agree that each will pay its own costs and fees.

[Signature Pages Follow]

Developer

DISCOVERY DJ SERVICES, LLC, a Texas limited liability company.

By: Zion Engineering LLC, its Engineering Consultant

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF)
)
COUNTY OF) ss.
)

The foregoing instrument was acknowledged before me this ____ day of _____ 2017, by _____ as _____ of the Engineering Consultant and authorized representatiave for Discovery DJ Services, LLC.

Witness my hand and official seal.

Notary Public, State of

My Commission Expires: _____
My Commission Number: _____
(Seal)

APPROVED BY resolution at the meeting of _____, 2017.

ATTEST:

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

Clerk to the Board

Chair

STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Government Center in Brighton, Colorado on the 13th day of December, 2016 there were present:

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

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

RESOLUTION APPROVING APPLICATION IN CASE #RCU2016-00016 BOARDWALK
PIPELINE PROJECT

Resolution 2016-572

WHEREAS, this case involved an application for a Requesting a Conditional Use Permit to construct a new natural gas, crude oil and produced liquids gathering system and Central Delivery Point (CDP) facility, at the following location:

APPROXIMATE LOCATION:

Multiple Parcels through Adams County

Parcel Numbers:

0156700000051, 0156700000062, 0156700000063, 0156700000066, 0156700000093,
0156700000240, 0156700000242, 0156700000249, 0156700000250, 0156700000326,
0156700000344, 0156700000345, 0156705100001, 0156705400001, 0156708100002,
0156708100003, 0156708100004, 0156708400001, 0156716200001, 0156716200003,
0156716200004, 0156721100001, 0156728100001, 0156728200001, 0156731300001,
0156732100001, 0156900000077, 0156919000002, 0156919000005, 0156919000015,
0156920000017, 0156928000016, 0156929000006, 0156929100001, 0156932100004,
0156933000007, 0156933005001, 0156933100001, 0156933200002, 0156933300003,
0156934100005, 0156934200001, 0156935300001, 0156935300002, 0156935300005,
0156935400001, 0156935400003, 0156935400004, 0157124000017, 0157124000040,
0157124000041, 0172500000129, 157124000017

LEGAL DESCRIPTION:

Legal Start and End Points within Adams County:

Beginning: SECT,TWN,RNG:24-1-67 DESC: ALL THAT PT W2 SE4 LYING E OF U P RR
60/89A,

Ending: SECT,TWN,RNG:5-1-65 DESC: PT OF SEC 5 DESC AS FOL BEG AT E4 COR SD
SEC TH W 210 FT TO TRUE POB TH S 627/38 FT TO PT ON NLY LN OF STRIP OF LAND
100 FT WIDE TO HENRYLYN IRRIGATION DIST FOR DENVER-HUDSON CANAL BY
DEED RECORDED BOOK 57 PAGE 199 TH WLY THE FOL 4 COURSES N 84D 11M W
389/36 FT N 76D 45M W 195/41 FT N 84D 48M W 118/34 FT S 78D 01M W 127/14 FT TH N
39D 50M W 1199/97 FT TH N 673 FT TH N 47D 02M E 155/75 FT TO PT ON SLY LN OF
STRIP OF LAND 80 FT WIDE TO FARMERS RESV & IRRIG CO FOR NERES CANAL BY
DEED RECORDED BOOK 35 PAGE 377 TH THE FOL 20 COURSES S 42D 47M E 277/51
FT S 36D 49M E 420/22 FT S 55D 31M E 134/66 FT S 81D 24M E 125/46 FT N 71D 36M E
112/05 FT N 44D 20M E 124/72 FT N 21D 31M E 114/15 FT N 07D 41M W 90/75 FT N 27D

12M W 115/37 FT N 45D 51M W 164/31 FT N 24D 38M W 113/63 FT N 77/99 FT N 20D 09M E 579/62 FT N 03D 50M E 124/41 FT N 12D 04M W 177/02 FT N 31D 56M W 115/19 FT N 65D 59M W 134/02 FT N 84D 09M W 135/43 FT N 61D 04M W 99/95 FT N 18D 01M W 31/51 FT TO N LN NE4 SD SEC 5 TH E 1046 FT TO PT 210 FT WLY OF NE COR SD SEC TH S 2312/19 FT TO TRUE POB EXC PARC 33/06A

Total Project Length: 29.4 miles

Length in Adams County: 12 miles

Parcel/Tract Count in Adams County: 31

WHEREAS, the Adams County Planning Commission held a public hearing on the application on the 8th day of December, 2016, and forwarded a recommendation of APPROVAL to the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners held a public hearing on the application on the 13th day of December, 2016; and

WHEREAS, substantial testimony was presented by members of the public and the applicant.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that based upon the evidence presented at the hearing and the recommendation of the Adams County Planning Commission, the application in this case is hereby APPROVED based upon the following findings of fact and subject to the fulfillment of the following conditions by the applicant:

Findings of Fact

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plans for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.
9. Documentation that prior to site disturbance associated with the Proposed Project, the Applicant can and will obtain all necessary property rights, permits and approvals. The Board may, at its discretion, defer making a final decision on the application until outstanding property rights, permits and approvals are obtained or the Board may grant a Permit with conditions and/or conditions precedent that will adequately address outstanding concerns.
10. The Proposed Project considers the relevant provisions of the regional water quality plans.

11. The Applicant has the necessary expertise and financial capability to develop and operate the Proposed Project consistent with all requirements and conditions.
12. The Proposed Project is technically and financially feasible.
13. The Proposed Project is not subject to significant risk from natural hazards.
14. The Proposed Project is in general conformity with the applicable comprehensive plans.
15. The Proposed Project does not have a significant adverse effect on the capability of local government to provide services or exceed the capacity of service delivery systems.
16. The Proposed Project does not create an undue financial burden on existing or future residents of the County.
17. The Proposed Project does not significantly degrade any substantial sector of the local economy.
18. The Proposed Project does not unduly degrade the quality or quantity of recreational opportunities and experience.
19. The planning, design and operation of the Proposed Project reflects principals of resource conservation, energy efficiency and recycling or reuse.
20. The Proposed Project does not significantly degrade the environment. This includes the considerations that shall be used to determine whether there will be significant degradation of the environment. For purposes of this section, the term environment shall include:
 - Air quality,
 - Visual quality,
 - Surface water quality,
 - Groundwater quality,
 - Wetlands, flood plains, streambed meander limits, recharge areas, and riparian areas,
 - Terrestrial and aquatic animal life,
 - Terrestrial and aquatic plant life, and
 - Soils and geologic conditions.
21. The Proposed Project does not cause a nuisance and, if a nuisance has been determined to be created by the Proposed Project, the nuisance has been mitigated to the satisfaction of the County.
22. The Proposed Project does not significantly degrade areas of paleontological, historical, or archaeological importance.
23. The Proposed Project does not result in unreasonable risk of releases of hazardous materials. In making this determination as to such risk, the Board's consideration include:
 - Plans for compliance with Federal and State handling, storage, disposal and transportation requirements,
 - Use of waste minimization techniques, and
 - Adequacy of spill prevention and counter measures, and emergency response plans.
24. The benefits accruing to the County and its citizens from the proposed activity outweigh the losses of any resources within the County, or the losses of opportunities to develop such resources.
25. The Proposed Project is the best alternative available based on consideration of need, existing technology, cost, impact and these Regulations.
26. The Proposed Project shall not unduly degrade the quality or quantity of agricultural activities.
27. The proposed Project does not negatively affect transportation in the area.

28. All reasonable alternatives to the Proposed Project, including use of existing rights-of-way and joint use of rights-of-way wherever uses are compatible, have been adequately assessed and the Proposed Project is compatible with and represents the best interests of the people of the County and represents a fair and reasonable utilization of resources in the impact area.
29. The nature and location of the Proposed Project or expansion will not unduly interfere with existing easements, rights-of-way, other utilities, canals, mineral claims or roads.
30. Adequate electric, gas, telephone, water, sewage and other utilities exist or will be developed to service the site.
31. The proposed project will not have a significantly adverse net effect on the capacities or functioning of streams, lakes and reservoirs in the impact area, nor on the permeability, volume, recharge capability and depth of aquifers in the impact area.
32. The purpose and need for the Proposed Project is to meet the needs of an increasing population within the County, the area and community development plans, and population trends demonstrate clearly a need for such development.
33. The Proposed Project is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area.

Condition of Approval

1. Once finalized and executed, the applicant shall comply with all terms and conditions of the Development Agreement between Discovery DJ Services, LLC and Adams County.

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

O'Doriso	_____	Aye
Henry	_____	Aye
Tedesco	_____	Aye
Hansen	_____	Aye
Pawlowski	_____	Aye
Commissioners		

STATE OF COLORADO)
 County of Adams)

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

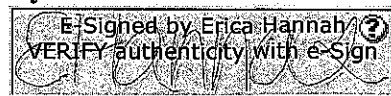
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 13th day of December, A.D. 2016.

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

Stan Martin:



By:



Deputy

STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Government Center in Brighton, Colorado on the 13th day of December, 2016 there were present:

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

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

RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN DISCOVERY
DJ SERVICES, LLC, AND ADAMS COUNTY FOR A CONDITIONAL USE PERMIT

Resolution 2016-573

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

WHEREAS, Discovery DJ Services, LLC, applicant, is the owner of the pipeline known as the Boardwalk Pipeline Project Case No. RCU2016-00016; and,

WHEREAS, the County and the applicant desire to enter into a Development Agreement for the Boardwalk Pipeline Project in case number RCU2016-00016; and,

WHEREAS, the Adams County Community and Economic Development Department and Planning Commission recommend approval of the attached Development Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Development Agreement with Discovery DJ Services, LLC, a copy of which is attached hereto and incorporated herein by this reference, be approved.

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

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

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

STATE OF COLORADO)
County of Adams)

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

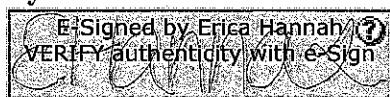
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 13th day of December, A.D. 2016.

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

Stan Martin:



By:



Deputy

RECEIVED
DEC 12 2016
Boardwalk Pipeline
Project Case No.
RCU2016-00016

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into by and between the COUNTY OF ADAMS, a political subdivision of the State of Colorado, hereinafter called "**County**," and DISCOVERY DJ SERVICES, LLC, a Texas limited liability company, 7859 Walnut Hill Lane, Suite 335, Dallas, TX 75230, hereinafter called "**Developer**."

WITNESSETH:

WHEREAS, Developer desires to construct approximately 29.64 miles of underground steel pipelines and appurtenances in Adams County, Colorado, as more particularly described in that certain Conditional Use Permit Application dated June 17, 2016 to transport wet natural gas and crude oil ("the **Project**"); and

WHEREAS, the Project will provide transportation of wet natural gas and crude oil, increase efficiency of delivering products to market, and reduce impacts to local roads by reducing truck traffic in furtherance of the goals of the Adams County Comprehensive Plan; and

WHEREAS, on June 17, 2016, Developer submitted an application for a Conditional Use Permit ("CUP") to Adams County in accordance with the requirements outlined in Chapter 2 of the Adams County Development Standards and Regulations ("the Regulations"), the Conditional Use Permit Checklist, and requested submittal criteria from the Adams County Areas and Activities of State Interest ("AASI") Checklist; and

WHEREAS, Developer will acquire, if it has not already done so, all necessary right-of-way easements and temporary construction easements to utilize certain real property in the County of Adams, State of Colorado; and

WHEREAS, the County has designated its future road expansion plans in the Adams County Transportation Plan adopted November 2012 ("**Transportation Plan**"); and

WHEREAS, it is provided by Sections 1-02-01-02-08 and 1-08 of the Regulations that where designated, the Developer shall have entered into a written agreement with the County addressing Developer's and the County's obligations with regard to the Project as a condition of approval for the CUP; and

WHEREAS, the County and the Developer have planned and designed the Project so it will not prohibit future development, and so that it will not add cost to the County's future infrastructure plans to support development.

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

I. DEVELOPER'S OBLIGATIONS:

1. Pre-Construction Activities. Prior to site disturbance and commencing construction in the County, Developer shall:
 - A. Submit construction plans to the Adams County One Stop Permit Counter and apply for the appropriate construction permits.
 - B. In the event that any portion of the project is located within the MS4 permit boundary of unincorporated Adams County and greater than 1 acre of disturbance, a Stormwater Management Plan ("SWMP") will need to be prepared according to County standards. Moreover, surety will be required for Best Management Practices ("BMP") located within the MS4 boundary. Stormwater BMPs will be implemented for the construction phase to capture and treat all onsite stormwater runoff in accordance with the requirements for the SWMP.
 - C. Prepare a Traffic Control Plan for the portion of the project within Unincorporated Adams County and obtain written approval of the Plan from the Adams County Transportation Department prior to the commencement of construction. The Traffic Control Plan shall detail any impacts to the applicable right-of-way during the construction of the Project, including but not limited to, lane closures, access to construction staging sites, hours of operation, etc. The Traffic Control Plan shall be prepared in a way to minimize impacts to adjacent property owners during the construction period. The Developer shall be responsible to implement any necessary corrections to the Traffic Control Plan.
 - D. Submit the Facilities Response Plan to the County.
 - E. Secure all applicable local, state and federal permits for the Project and submit copies of these permits to the County.
 - F. Secure Adams County Right-Of-Way permits prior to constructing crossings.
 - G. Secure a Floodplain Use Permit prior to commissioning the Brighton CDP facility.
 - H. Submit copies of all executed easements for the Project to the County.
 - I. Contact and use commercially reasonable efforts to work with Xcel Energy and United Power regarding any possible encroachment the Project may have on Xcel Energy's or United Poweros pipeline(s) or related facilities.
 - J. Contact and use good faith efforts in continuing to work with Anadarko to address their concerns identified in letter dated October 14, 2016. =
 - K. To mitigate any screening concerns, the CDP facility will have a 30 ft. wide landscaping buffer with an 8 ft. tall fence to provide visual blockage of the site in accordance with the submitted landscaping plan.
 - L. Continue to work with Adams County and The City of Commerce City Public Works Department to ensure the pipeline location is outside the potential future ROW for The Commerce City Transportation Plan (dated July 12, 2010).
 - M. Comply with all applicable requirements of the Federal Aviation Administration ("FAA") and the Denver International Airport ("DIA").
 - N. Acknowledge the Colorado Geological Survey letter dated July 22, 2016.

- O. Comply with the requirements of referral comments received from the City of Brighton and the submitted landscaping plan.
 - P. Acknowledge the Commerce City letters dated July 22, 2016 and October 14, 2016.
2. Construction Activities. During construction, the Developer shall:
- A. Construct the project in accordance with the approved construction plans. The Developer shall submit a certification letter from a Professional Engineer within 45 days of construction completion certifying that the Project was constructed in accordance with the approved plans.
 - B. Manage stormwater in accordance with a SWMP prepared under the Colorado Department of Public Health and Environment ("CDPHE") Colorado Discharge Permitting System ("CDPS") Permit and in accordance with the Clean Water Act National Pollution Discharge Elimination System ("NPDES") regulations and Adams County's Grading Erosion and Sediment Control standards. Stormwater BMPs will be implemented for the construction phase to capture and treat all onsite stormwater runoff in accordance with the requirements for the SWMP.
 - C. Operate at the Project site only from dawn to dusk during construction, Monday through Saturday, except for inclement weather and during hydrostatic testing, horizontal directional drilling ("HDD"), and emergency situations that would cause the Developer to be out of compliance with any applicable local, state, or federal permit. The Adams County Director of Community and Economic Development may extend the hours and days of operation if Developer makes a request in writing and demonstrates sufficient need.
 - D. Implement the approved Traffic Control Plan.
 - E. Comply with the guidelines suggested by Colorado Parks and Wildlife to ensure there is no effect to any species of concern as referenced within the application materials of Developer's CUP Application as identified in both the July 16, 2016 and September 28, 2016 letters.
 - F. Comply with guidelines of Section 106 of the National Historic Preservation Act of 1966 in locations that have been identified as federally regulated within Adams County. Comply with State of Colorado Historical, Paleontological, and Archeological Resources Act of 1973 (C.R.S. 24-80-401 to 410) on all identified state lands within Adams County. All best management practices and avoidance measures proposed within the submitted CUP on lands that are state and federally regulated by the above listed laws will be enforced.
 - G. Comply with the recommendations of the Tri-County Health Department letter dated July 6, 2016.
 - H. Comply with the terms of the Project's Air Pollution Emissions Notice ("APEN") issued by CDPHE.
 - I. Comply with C.R.S. 42-4-1407, covering loads for all hauling/construction trucks.
 - J. Be responsible for the cleanliness and safety of all roadways adjacent to the Project in the event that there are any issues related to the Project during construction. If at any time these roadways are found to be dangerous or not passable due to debris or

mud caused by Project activities, the County shall require Developer to cease Project operations immediately and clear the roadway of any and all debris or mud. The Project shall not resume until the County, in its sole discretion, deems the roadway conditions acceptable. If the Developer fails to keep the adjacent roadways clean and free from debris, the Adams County Transportation Department has the option to perform the required clean up and bill the charges directly to the Developer.

The Developer shall be responsible for repairing County infrastructure that is damaged as a result of the construction from the Project. Repairs shall occur as soon as possible, but no later than six (6) months following construction completion, unless an extension is granted by the County for extenuating circumstances. The Developer may submit evidence of the condition of the County's right-of-way at the start and completion of construction in order to demonstrate the pre-construction condition and the post-construction condition of the roadways.

- K. Remove and dispose of all fluid spills, such as hydraulic oil from maintenance of equipment, at a facility permitted for such disposal.
- L. Convey all complaints Developer receives concerning off-site impacts and the resolution of those complaints to the Adams County Department of Community and Economic Development. Off-site impacts shall be responded to and resolved immediately by the Developer. Adams County Community and Economic Development will be the final decision maker regarding the resolution of noise complaints or any other off-site impacts, provided that Developer is provided notice and an opportunity to be heard. Excessive complaints that are not resolved to the satisfaction of the County may be justification for a Show Cause Hearing before the Adams County Board of County Commissioners.
- M. Ensure that all construction vehicles have a backup alarm that complies with OSHA requirements, 29 CFR 1926.601(b)(4) and 1926.602(a)(9), and/or other remedies (such as flagmen) to minimize noise as approved by the County.
- N. If fuel will be stored on the subject properties or within the County's right-of-way on the subject properties or will be implemented: All fuel storage at this site shall be provided with secondary containment that complies with state law and any appropriate regulatory standards; fueling areas shall be separated from the rest of the site's surface area, and protected from storm water; and Developer shall provide a spill prevention plan and release prevention plan for fuel storage and fueling operations. Spill and drip containment pans shall be emptied frequently and all spills shall be cleaned up and disposed of immediately at a facility permitted for such disposal.

Developer shall notify the County prior to commencing any snow removal operations within the County's right-of-way. The Developer shall be responsible for any damages to the right-of-way caused by these activities and shall repair damages at their expense within 60 days of receiving notice from the County.

- O. Screen any storage or staging lots from adjacent residential properties within 100 ft.
- P. Comply with all applicable local, state and federal requirements during the course of the Project.

3. Design Requirements.

- A. The Project will be designed to meet or exceed the minimum Federal Safety Standards contained in 49 CFR 195 / 49 CFR 192, as applicable, and national engineering design codes for pipelines set forth by the American Society of Mechanical Engineers.
- B. Pipeline burial depths will meet or exceed federal, state, and applicable engineering standards. The pipelines will be buried with a minimum of 48 inches of cover where practical, and in locations where such burial depth is not achievable due to strategic locations such as road crossings, additional mechanical protection will be provided, such as increased pipe wall thickness, as approved by the County and referenced within this Agreement.

The location of the Boardwalk Pipeline is rural and County transportation and drainage projects are not anticipated in this area. If a project occurs in the area of the approved pipeline alignment, the Developer agrees to avoid any regional drainage improvements, to the extent possible. The County agrees to make all reasonable attempts to avoid the pipeline during the design and construction of future drainage facilities. In the event that a future regional drainage improvement project requires the relocation of the pipeline, the Developer agrees to relocate the pipeline at its sole expense and Adams County shall give Developer 30 calendar days advance written notice for it to commence such relocation if it determines that the pipeline needs to be re-located.

- C. Any construction of structures will be designed to meet the 2012 International Fire Code and amendments.
- D. Ensure pipelines are located in easements on private property and County road crossings shall be as near as possible to right angles. This effective placement of the pipeline allows buildings to be constructed in the future keeping with required structure setbacks per Transportation Plan, The Commerce City Transportation Plan (dated July 12, 2010) and future "DIA Technology" land uses.

4. Operational Requirements.

- A. The Project will be operated to Federal Safety Standards contained in 49 CFR 195 / 49 CFR 192 as well as the Developer's operating standards and practices and maintenance procedures as referenced within the Developer's CUP application materials submitted to the County for the Project.
- B. The steel pipelines will have a corrosion prevention system as detailed within the Developer's CUP application materials submitted to the County for the Project.
- C. The Project will have a multi-faceted integrity management program, as required under federal pipeline safety standards (49 CFR 195 and ASME B31.4, 49 CFR 192 and ASME B31.8). The Project will be operated in accordance with all applicable local, state and federal codes, laws and regulations, including but not limited to the Colorado Department of Transportation ("CDOT") and CDPHE.
- D. The CDP Facility will incorporate a 30 ft. wide landscape buffer along the north,

west, and south fence lines as outlined by Drawings 16016-C-1202 and 16016-C-1203 provided under Exhibit A "CDP Facility Landscape Plan" to this Development Agreement.

5. Post-Construction and Maintenance Requirements.

- A. Developer agrees to restore any disturbed County-owned lands in compliance with the requirements of applicable easement agreements as soon as possible but no later than June 30, 2017. In the event that reseeded is unsuccessful in the first growing season, the Developer agrees to comply with the terms of the easement agreements to restore the land during the subsequent growing season. The County may grant an extension for good cause, in writing, in the event of unforeseen circumstances.
- B. Developer agrees to restore any disturbed private property in accordance with the applicable easement agreements as soon as possible but no later than June 30, 2017. In the event that reseeded is unsuccessful in the first growing season, the Developer agrees to comply with the terms of the easement agreements to restore the land during the subsequent growing season. The County may grant an extension for good cause, in writing, in the event of unforeseen circumstances.
- C. Construction plans submitted by the Developer to the County for the Project show the pipeline located completely outside of the future right-of-way as depicted in the Adams County 2012 Transportation Plan. In the event that the pipeline is not constructed in accordance with the construction plans approved by the County and there becomes a conflict with a future roadway expansion project, as the project is contemplated under the Transportation Plan, the Developer agrees to relocate the pipeline at its own expense.
- D. The Developer also agrees that the approval of encroachment agreement requests for parking lots and driveways on private property shall not be unreasonably or arbitrarily withheld, in accordance with the terms of the easement agreements for the Project.
- E. Developer agrees that it will not disrupt or damage the functionality of any existing drainage facilities.
- F. Developer agrees to submit "as built" construction drawings to the Adams County Assessor's Office within 120 days of construction completion in accordance with the procedures established by the County.
- G. Developer agrees to submit emergency contact information, emergency response plans, and final maps of the Project, including all associated valves and pipeline components, to the local fire districts encompassing the Project and to the Adams County Office of Emergency Management before commencing operation of the pipeline. The Developer shall comply with all other requests for information from the Adams County Office of Emergency Management in accordance with local, state, and federal law.
- H. Maintenance of the Project will follow guidelines set forth in the Developer's operations and maintenance procedures (referenced in Section 4C of this

Agreement), which meet or exceed regulatory requirements. Maintenance activities associated with the line and permanent easement include, but are not limited to, the following:

- Implementation of a damage prevention program including observation of any construction activities by others on or near the permanent easement;
- Implementation of a public education program;
- Installation and maintenance of pipeline markers;
- Inspection and maintenance of corrosion control systems;
- Inspection of block valves;
- Inspection of crossings by other pipelines, highways, utilities;
- Inspection and maintenance of safety, control, mechanical, and electrical equipment;
- Maintenance of communication equipment; and
- Calibration of all instruments to comply with USDOT regulations.

6. Development Impact Fees. There are no development fees associated with this Project.
7. Encroachment Upon Future Right-of-Way. In any segment of the Project that is parallel to an Adams County right-of-way, the pipeline shall be constructed a minimum of five (5) feet from the edge of the maximum future right-of-way width, as designated in the Adams County 2012 Transportation Plan.

As development of the Transportation Plan is implemented and if the location and existence of Developer's permanent easement precludes such development, Developer's overlapping easement rights shall be subordinated (subject to the then-existing rights of the parties, laws and regulations) to accommodate Adams County's development.

8. Acceptance and Maintenance of Public Improvements. Developer is not required to make any public improvements or make any public dedications in connection with the Project.
9. Guarantee of Compliance. Developer hereby agrees that should it fail to comply with the terms of this Agreement, the County is entitled to obtain from the Colorado State District Court for the Seventeenth Judicial District a mandatory injunction requiring said Developer to comply with the terms of this Agreement. Prior to the County seeking such an injunction, Developer will be provided the opportunity to cure any default in accordance with the terms set forth herein. Developer further agrees that failing to comply with the requirements set forth in this Agreement may be justification for a Show Cause Hearing where the CUP Permit may be revoked.
10. Financial Security. The County has determined that there is no need for a guarantee of financial security with regard to this Project.
11. Successors and Assigns. This Agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property.

II. COUNTY'S OBLIGATIONS:

Except as expressly set forth herein, the County shall have no obligations associated with this Agreement.

III. GENERAL PROVISIONS:

1. No Third Party Beneficiaries. This Agreement is intended to describe and determine such rights and responsibilities only as between the parties hereto. It is not intended to and shall not be deemed to confer rights or responsibilities to any person or entities not named hereto.
2. Notices. Any and all notices, demands or other communications desired or required to be given under any provision of this Agreement shall be given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid or by email addressed as follows:

To Developer:

Discovery DJ Services, LLC
7859 Walnut Hill Lane, Suite 335
Dallas, TX 75230

To Adams County:

Director, Adams County Community and Economic Development
4430 South Adams County Parkway, 1st Floor, Suite W2000A
Brighton, CO 80601
Email: nwright@adcogov.org

With a copy to:

Adams County Attorney
4430 South Adams County Parkway
5th Floor, Suite C5000B Brighton, CO 80601

3. Amendments.
Should any changes to the Conditional Use Permit be proposed before, during or after completion of the Project, the Developer shall submit the details of those changes to the Adams County Community and Economic Development Director for a determination as to whether those changes constitute a Major or Minor Amendment in accordance with the Regulations.

This Agreement may only be modified, amended, changed or terminated in whole or in part by an agreement in writing duly authorized and executed by the parties hereto with the same formality, and subject to the same statutory and regulatory requirement, as this Agreement.

4. Controlling Law. This Agreement and its application shall be construed in accordance with the laws of the State of Colorado.
5. Default. If either party is in default under this Agreement, the non-defaulting party shall provide written notice of said default to the defaulting party to the address provided in Section 2 immediately above. The defaulting party shall have 30 days to cure the default, unless an extension is granted in writing by the non-defaulting party for good cause. The non-defaulting party may seek all remedies available pursuant to the Agreement and under the law.
6. Costs and Fees. In the event of any litigation arising out of this Agreement, the parties agree that each will pay its own costs and fees.

[Signature Pages Follow]

Developer

DISCOVERY DJ SERVICES, LLC, a Texas limited liability company.

By: Zion Engineering LLC, its Engineering Consultant

By: Andy Siegfried

Name: ANDY SIEGFRIED

Title: PRESIDENT

ACKNOWLEDGMENT

STATE OF Colorado)
COUNTY OF Arapahoe) ss. Greenwood Village

The foregoing instrument was acknowledged before me this 9th day of December 2016, by ANDY SIEGFRIED as PRESIDENT of the Engineering Consultant and authorized representative for Discovery DJ Services, LLC.

Witness my hand and official seal.

Justin Lenderink
Notary Public, State of Colorado

My Commission Expires: 4/27/2019
My Commission Number: 20074014906
(Seal)

JUSTIN LENDERINK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074014906
COMMISSION EXPIRES APR. 27, 2019

APPROVED BY resolution at the meeting of December 13

JUSTIN LENDERINK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074014906
COMMISSION EXPIRES APR. 27, 2019

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

ATTEST:

E. Mannar

Clerk to the Board

Steven J. O'Donoghue

Chairperson

APPROVED AS TO FORM
COUNTY ATTORNEY
Michael J. [Signature]



June 3, 2016

Zion Engineering, LLC
8100 East Maplewood Ave, Suite 1000
Greenwood Village, CO 80111

To Whom It May Concern:

On behalf of Discovery DJ Services LLC ("DJ Services), Zion Engineering, LLC is appointed, on our behalf, to act as our agent in the preparation and submittal of applicable permits associated with the Boardwalk Project located in Adams and Weld Counties in Colorado.

The Boardwalk Project ("Project") consists of a 8" oil gathering pipeline, 12" natural gas gathering pipeline, 8" residue gas pipeline, and 4" NGL pipeline located in Adams and Weld Counties. Three stations are also included in the Project; Brighton CDP, Fort Lupton Gas Plant, and the Discovery Crude Terminal.

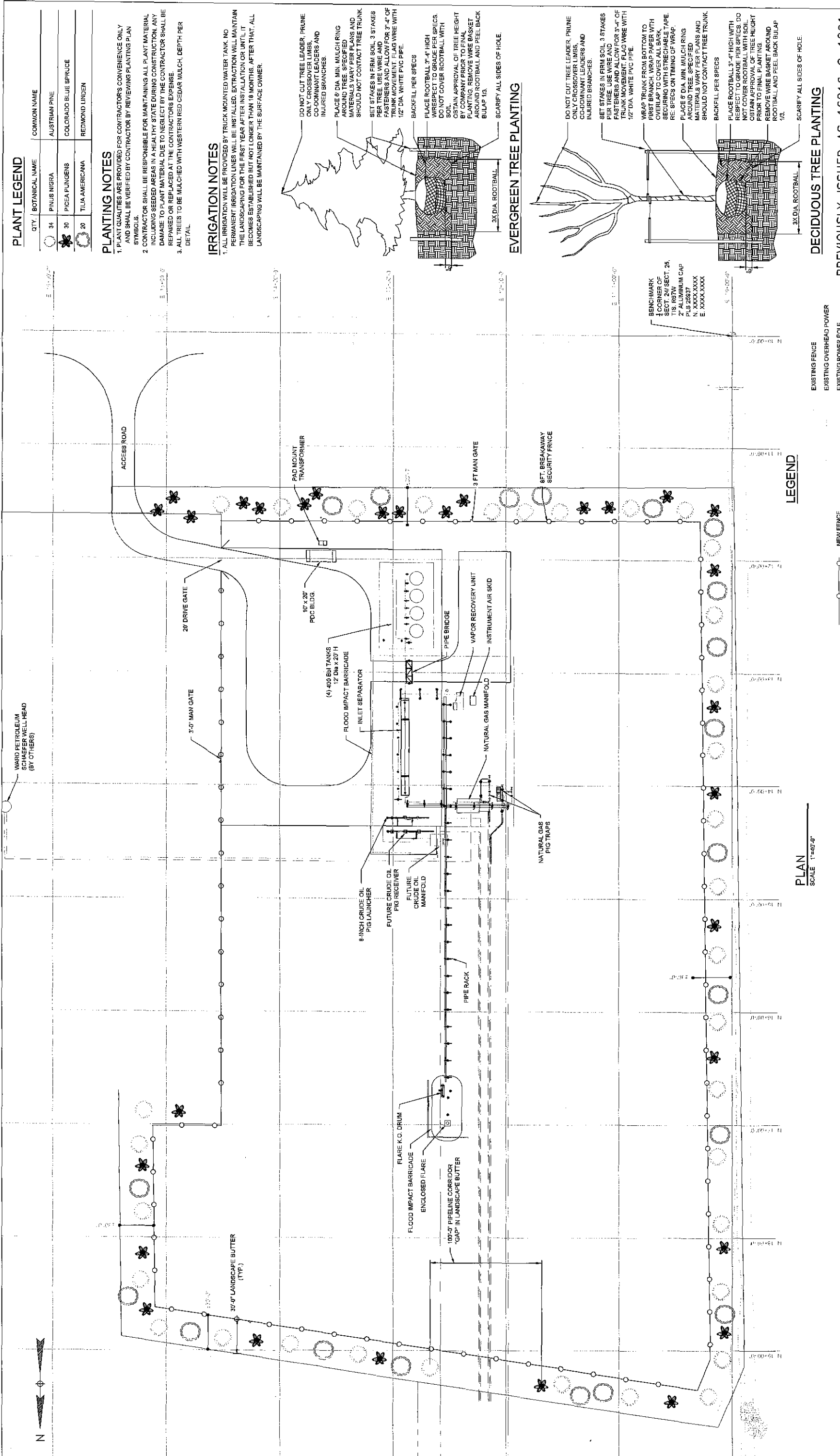
Regards,

A handwritten signature in black ink that reads "Cory G. Jordan".

Cory G. Jordan
Executive Vice President Operations
Discovery DJ Services LLC

EXHIBIT soneCDP FACILITY LANDSCAPE PLAN

Attached to and made a part hereof the Development Agreement, by and between the COUNTY OF ADAMS, hereinafter called "County", and DISCOVERY DJ SERVICES, LLC, hereinafter called "Developer"



PLANT LEGEND

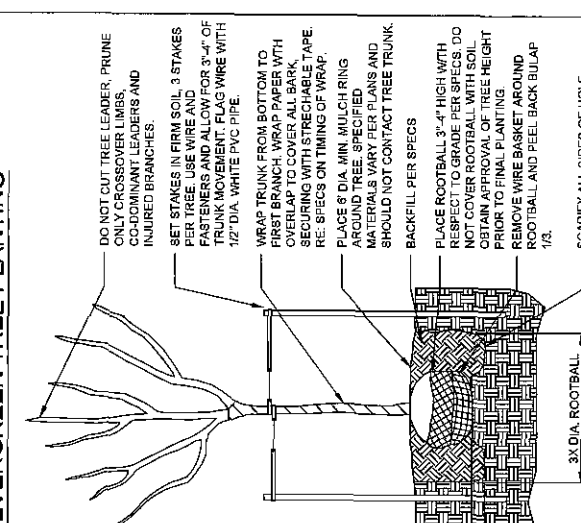
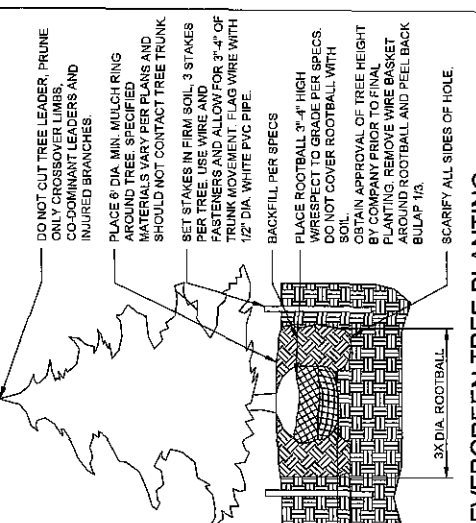
QTY.	BOTANICAL NAME	COMMON NAME
34	Pinus nigra	AUSTRIAN PINE
30	Picea pungens	COLORADO BLUE SPRUCE
20	Tilia americana	REDMOND LINDEN

PLANTING NOTES

1. PLANT QUALITIES ARE PROVIDED FOR CONTRACTOR'S CONVENIENCE ONLY AND SHALL BE VERIFIED BY CONTRACTOR BY REVIEWING PLANTING PLAN SYMBOLS.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL PLANT MATERIAL INCLUDING SEEDING AREAS IN A HEALTHY STATE DURING CONSTRUCTION. ANY DAMAGE TO PLANT MATERIAL DUE TO NEGLIGENCE BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.
3. ALL TREES TO BE MULCHED WITH WESTERN RED CEDAR MULCH, DEPTH PER DETAIL.

IRRIGATION NOTES

1. ALL IRRIGATION WILL BE PROVIDED BY TRUCK MOUNTED WATER TANK. NO PERMANENT IRRIGATION LINES WILL BE INSTALLED. EXTRACTION WILL MAINTAIN THE LANDSCAPING FOR THE FIRST YEAR AFTER INSTALLATION OR UNTIL IT BECOMES ESTABLISHED BUT NOT LONGER THAN 18 MONTHS AFTER THAT. ALL LANDSCAPING WILL BE MAINTAINED BY THE SURFACE OWNER.



LEGEND

EXISTING FENCE

EXISTING OVERHEAD POWER

EXISTING POWER POLE

NEW FENCE

DISCOVERY

PREVIOUSLY ISSUED AS 16016-G-1201

DISCOVERY DJ SERVICES, LLC.

BOARDWALK PIPELINE PROJECT
BRIGHTON CDP FACILITY
SITE LANDSCAPING PLAN NOTES & DETAILS
BRIGHTON, CO

SCALE: AS SHOWN

DRAWING NO: 16016-C-1202

REV: C

REVISIONS

NO	DESCRIPTION	DATE	BY	CHKD	APP'D
C	REVISED AND REISSUED FOR BID	11/19/16	ZEV	AGH	ALS
B	ISSUED FOR BID	11/04/16	GD	AGH	ALS
A	ISSUED FOR PERMIT	06/25/16	GD	BSM	ALS

ZION ENGINEERING, LLC

6100 E. Maplewood Ave., Suite 100
Greenwood Village, CO 80111
303-243-3850

DISCOVERY

BOARDWALK PIPELINE PROJECT
BRIGHTON CDP FACILITY
SITE LANDSCAPING PLAN NOTES & DETAILS
BRIGHTON, CO

DISCOVERY

PREVIOUSLY ISSUED AS 16016-G-1201

DISCOVERY DJ SERVICES, LLC.

DISCOVERY

BOARDWALK PIPELINE PROJECT
BRIGHTON CDP FACILITY
SITE LANDSCAPING PLAN NOTES & DETAILS
BRIGHTON, CO

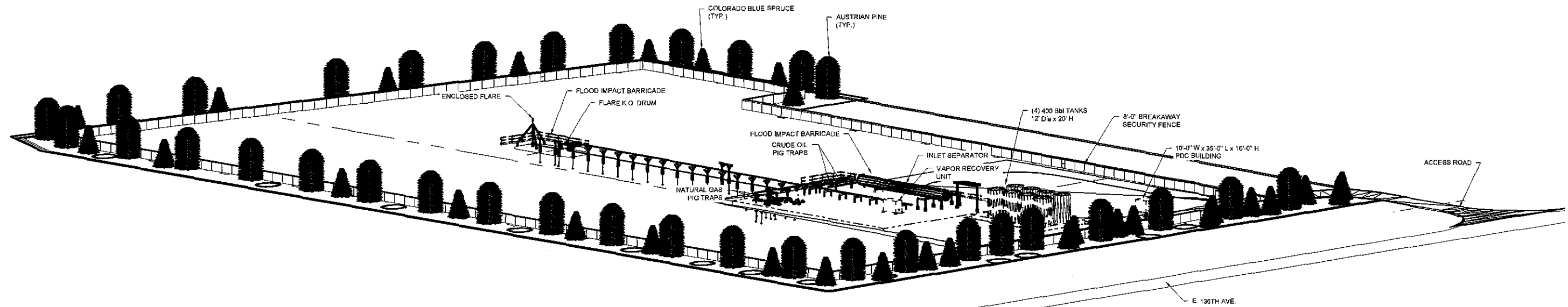
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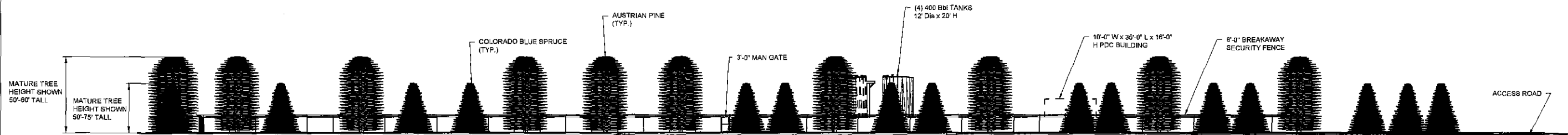
DISCOVERY DJ SERVICES, LLC.

DISCOVERY

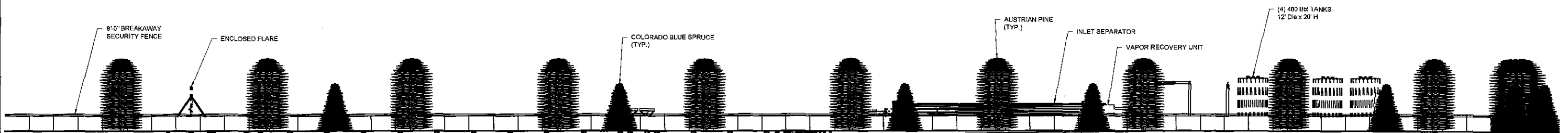
BOARDWALK PIPELINE PROJECT
BRIGHTON CDP FACILITY
SITE LANDSCAPING PLAN NOTES & DETAILS
BRIGHTON, CO



CDP SITE 3D VIEW
SCALE NTS



FRONT ELEVATION - FROM E 136TH AVE.
SCALE 1" = 20'-0"



WEST ELEVATION - FROM HWY 85
SCALE 3/8" = 1'-0"

PREVIOUSLY ISSUED AS 16016-G-1202
DISCOVERY DJ SERVICES, LLC.

BOARDWALK PIPELINE PROJECT
BRIGHTON CDP FACILITY
SITE LANDSCAPING ELEVATIONS
BRIGHTON, CO

DISCOVERY

ZION ENGINEERING, LLC

6100 E. Maplewood Ave., Suite 100
Greenwood Village, CO 80111
303-243-3050

SCALE:	DRAWING NO.:	REV.:
AS SHOWN	16016-C-1203	C

REFERENCE DRAWINGS

REVISIONS

DRAWING NO	DESCRIPTION	No	DESCRIPTION	BY	CHKD	APPVD	DATE
16016-G-1201	SITE LANDSCAPING PLAN NOTES & DETAILS						
		C	REVISED AND REISSUED FOR BID	KLH	ESM	ALS	11/18/16
		B	ISSUED FOR BID	GO	AGH	ALS	11/04/16
		A	ISSUED FOR PERMIT	GO	BSM	ALS	08/05/16

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Boardwalk Pipeline Project RCU2017-00008

July 11, 2017

Board of County Commissioners

Community and Economic Development Department

Case Manager: Chris LaRue



Requests

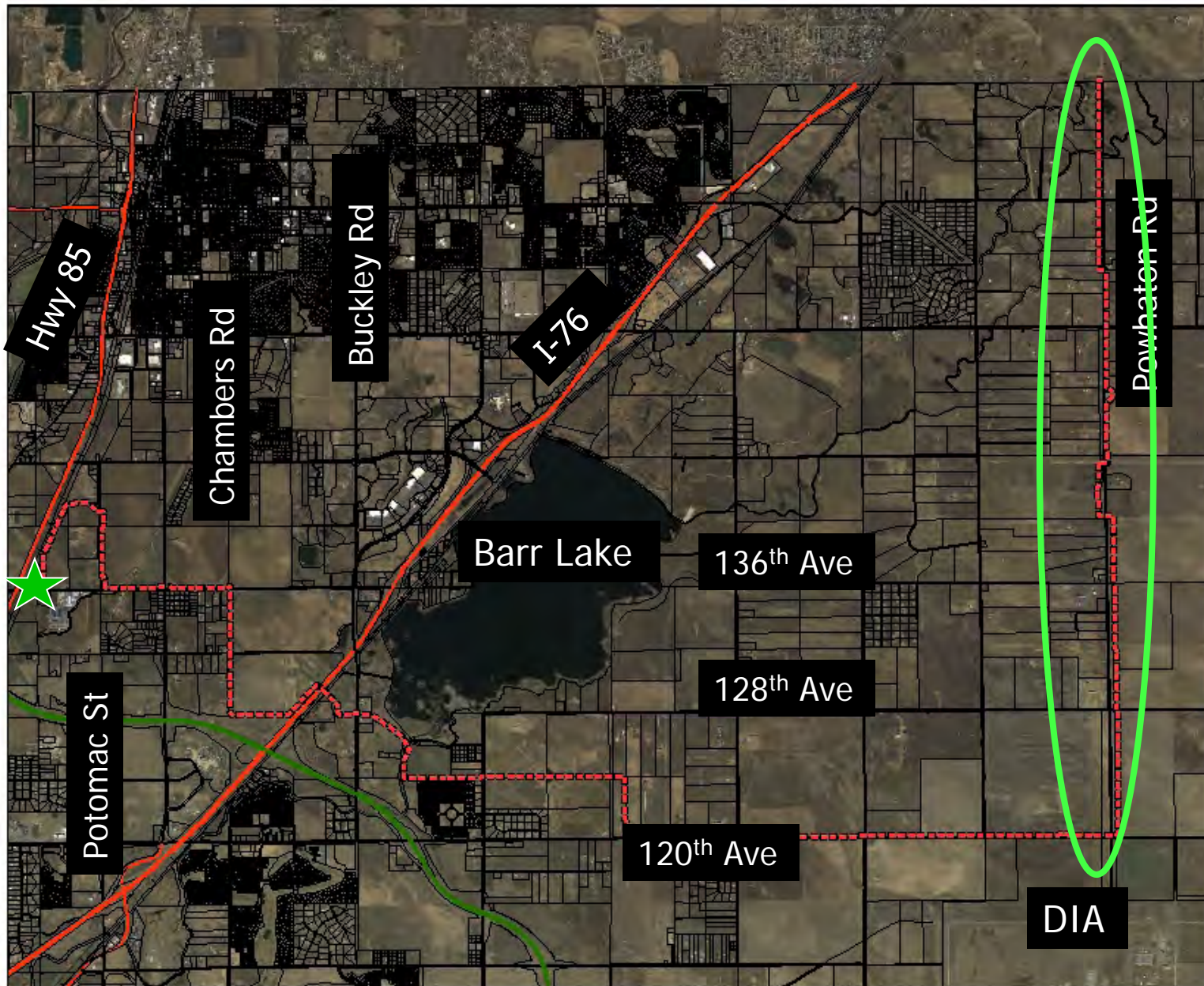
- 1) CUP to allow a new crude oil pipeline
- 2) Development Agreement that covers pre-construction requirements, construction & operational standards, & maintenance of the pipeline

Background

- 12/13/16 BoCC approved Case # RCU2016-00016:
 - CUP for natural gas, crude oil, & produced liquids pipelines
 - Central Delivery Point (CDP) facility
 - A development agreement
- Crude oil pipeline terminated at 120th Ave & Powhatan Road
- Request extends this project by 6 miles

Background

- Proposed route will follow same easement as previous approval
- Benefits:
 - Reduce truck traffic and
 - Reduce emissions



LEGEND

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

Zoning Districts

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

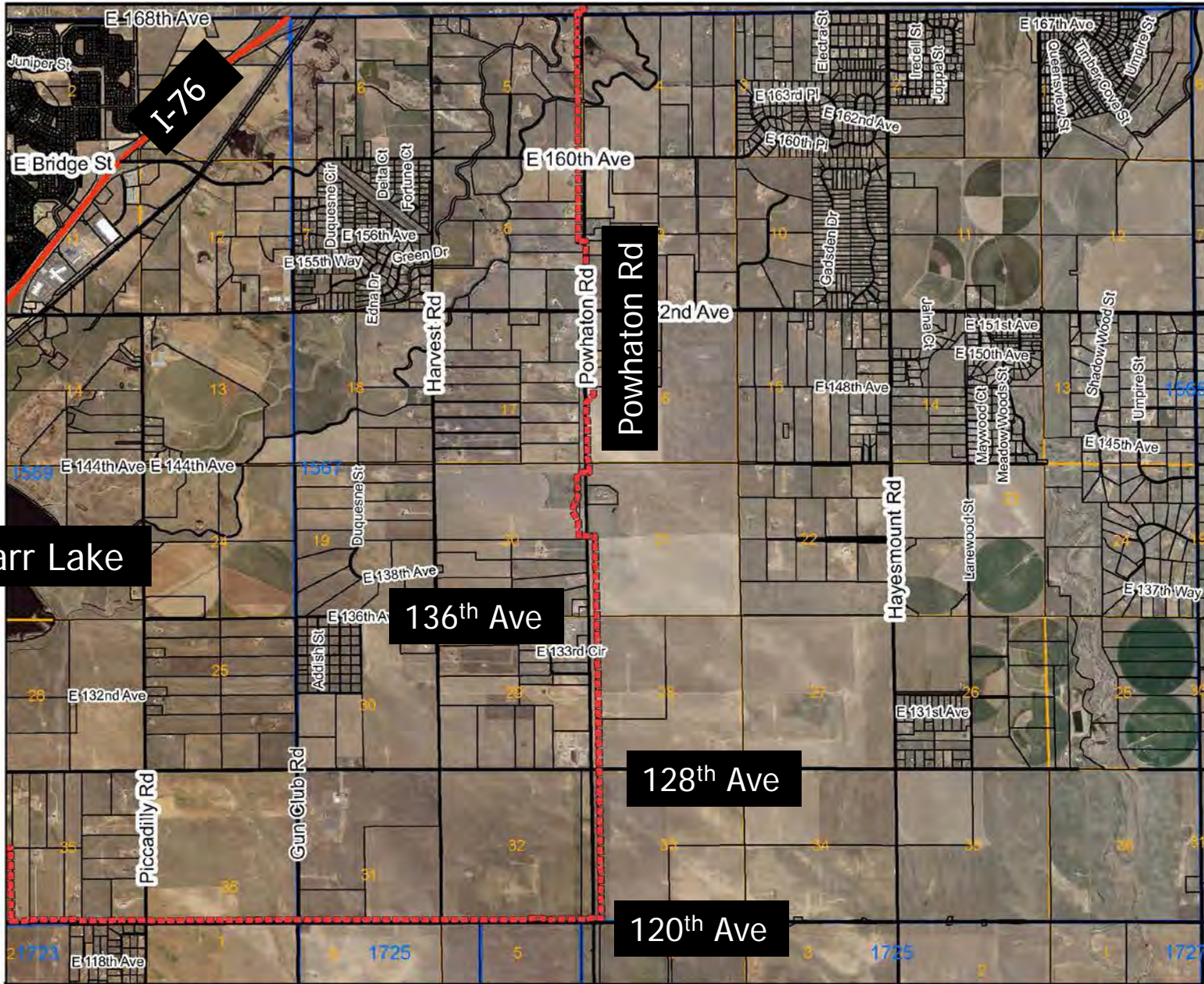
Boardwalk Pipeline Project
RCU2016-00016

Aerial Map
Preferred Alignment

N
 For display purposes only.

ADAMS COUNTY
 COLORADO

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



LEGEND

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

RCU2017-00008

Boardwalk Pipeline Phase II

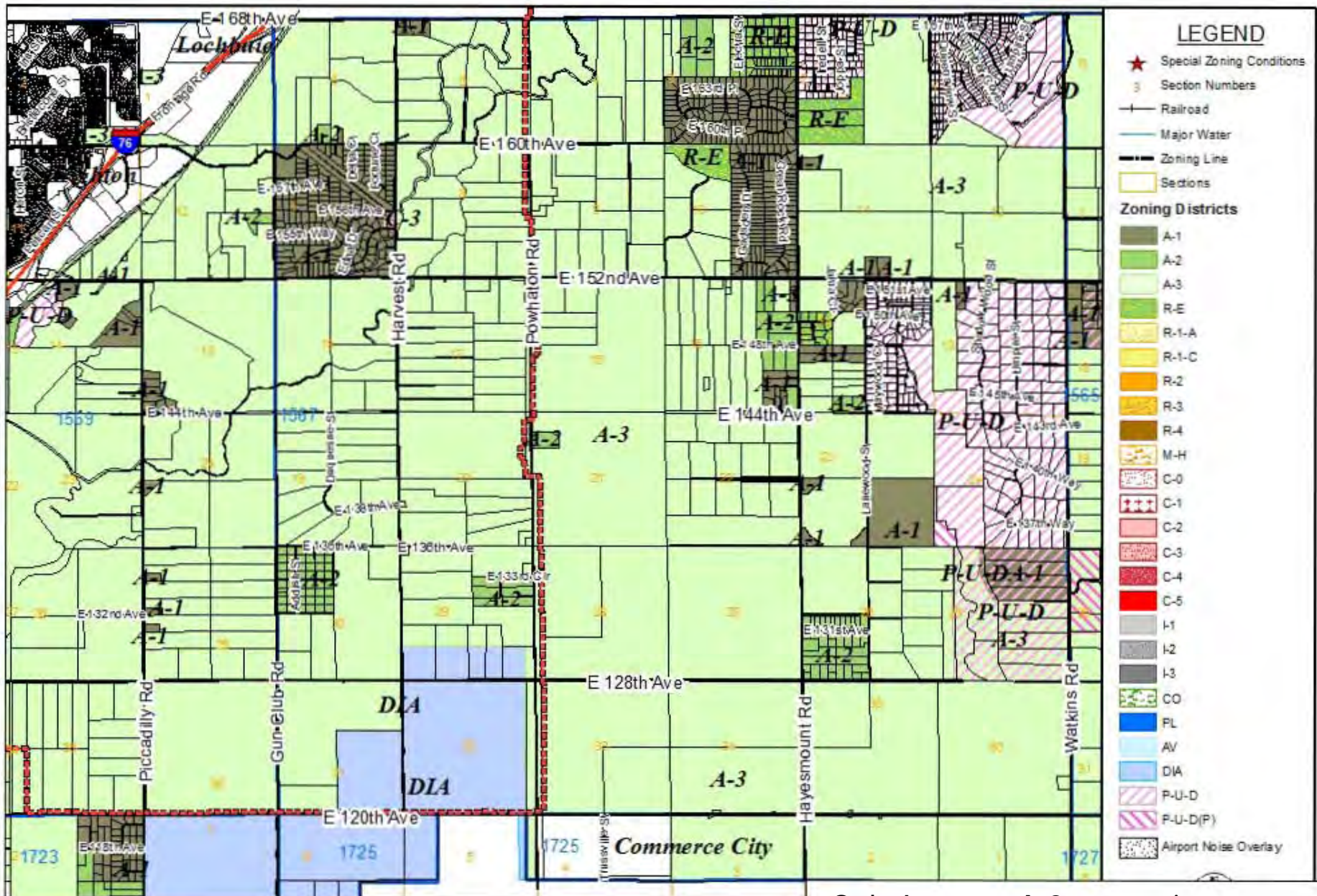
**Aerial Map
Preferred Alignment**



For display purposes only.



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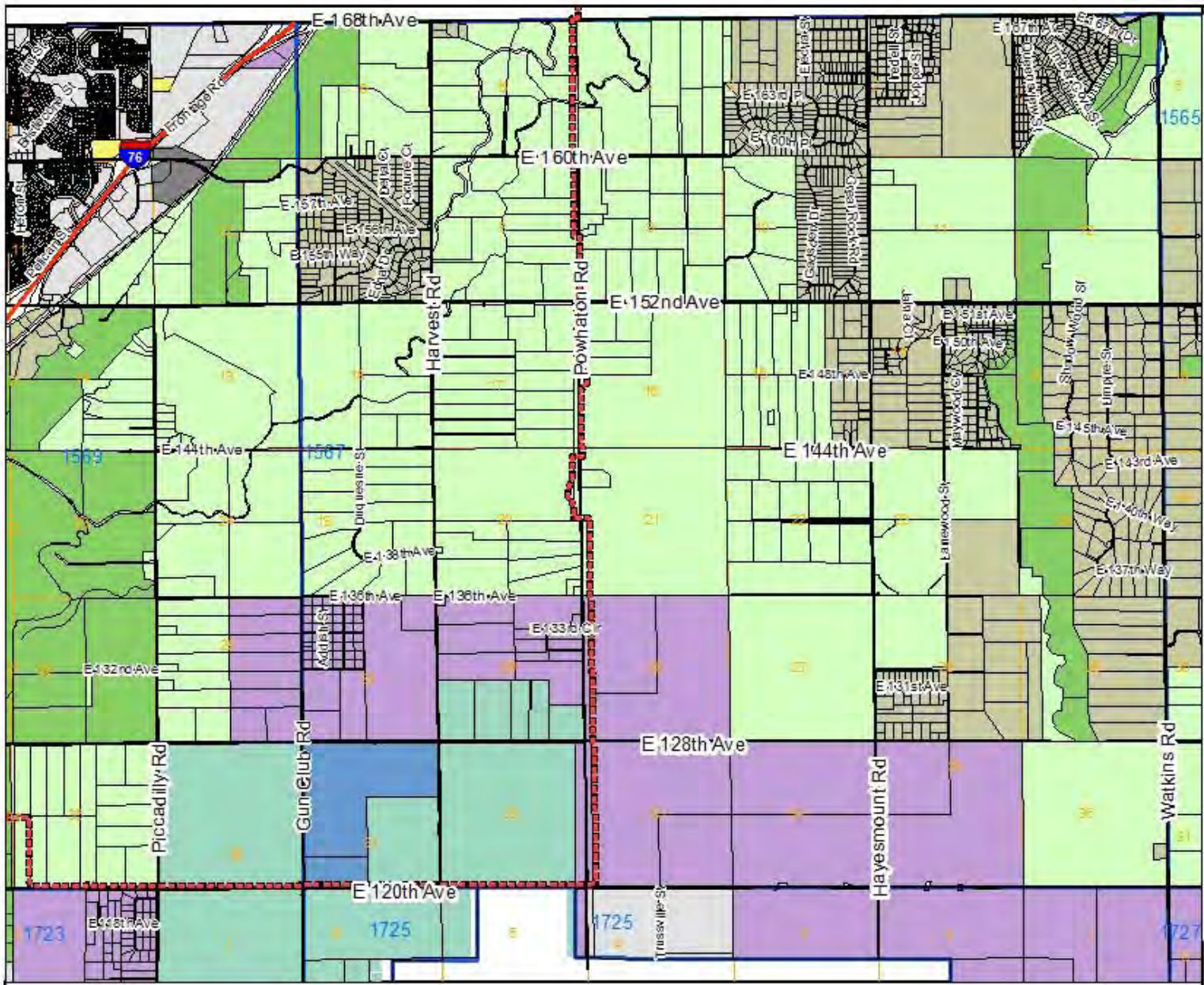


RCU2017-00008

Boardwalk Pipeline Phase II

Zoning Map

- Only Impacts A-3 properties
- 35 ac – farming
- Passive utility use - compatible



Agriculture

- Low density
- Food

Mixed Use
Employment

- Office
- Indoor
- Airport tech

RCU2017-00008

Boardwalk Pipeline Phase II

Comprehensive Plan



For display purposes only.



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

Development Standards

- Oil & gas development is overseen by federal, state, & local regulations (Section 4-10-02-03)
- Memorandum of Understanding (MOU)
 - Oil & gas development
 - Well connects – 10" or less diameter & 2 miles or less
- Other pipelines/infrastructure require a CUP

Development Standards

- Information from AASI included in the application:
 - Property rights, permits, approvals
 - Financial
 - Land use
 - Local government
 - Financial burdens
 - Local economy
 - Environmental impacts
 - Alternative routes

Development Agreement

- Compliance with federal safety standards & engineering codes
- Covers multiple requirements:
 - pre-construction
 - compliance with referrals
 - submittal of construction plans
 - submittal of traffic control plans
 - standards of construction for the pipeline
 - operational standards
 - ongoing maintenance of the pipeline

Development Agreement

Also includes:

- 48 inch minimum burial depth
- Mechanical protection – pipe thickness
- “As built” designs
- Stormwater
- Maintain / repair roadways
- Surface restoration

Criteria for CUP Approval

Section 2-02-08-06

1. CUP Permitted in Zone
2. Consistent with Regulations
3. Complies with Performance Standards
4. Compatible and Not Detrimental
5. No Off-Site Impacts
6. Suitability of Site
7. Functional Layout
8. Utilities and/or Services Provided

Criteria for CUP

- 25 more criteria included from AASI:
 - Documentation on property rights
 - Technically & financial feasible
 - Natural hazards
 - Comprehensive Plan
 - Financial impacts to government / residents
 - Environmental / cultural

Referral Comments

- Development Services Engineering / ROW:
 - General comments: no floodplain, construction review, repair of infrastructure, & water quality
- Referral Agencies submitted general comments
- Property Owners notified with 500 feet:

Notifications Sent	Comments Received
78	0

Planning Commission Update

- PC heard this case on 6/22/17
 - unanimous approval
- Applicant provided safety information:
 - Pressure testing
 - X-ray
 - Hydro-testing
- No concerns with the staff report or the conditions
- No testimony from the public



West on 120th Ave & Powhatan Rd

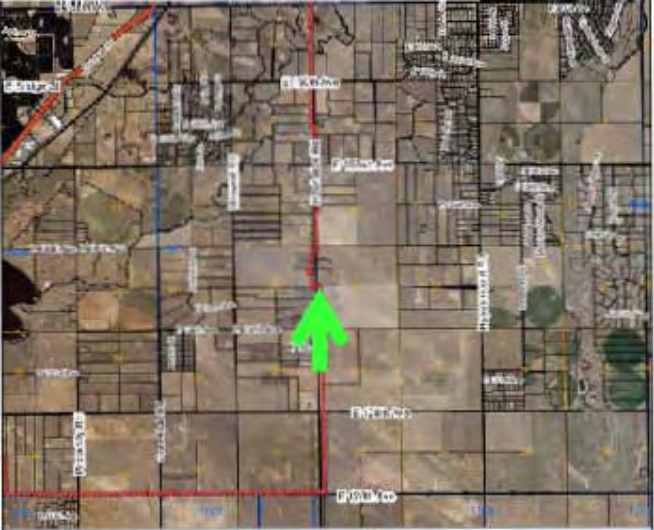


North at 120th Ave & Powhatan Rd



PUBLIC

IN THE ADAMS COUNTY
4431 S. ADAMS COUNTY
FOR THE



136th Ave & Powhaton Rd





North at 160th Ave & Powhatan



Recommendation

- The request is consistent with:
 - Surrounding areas
 - Comprehensive Plan designations
 - Development Standards & Regulations
 - AASI findings

- PC & Staff are recommending **Approval** based on 33 Findings-of-Fact & 2 Conditions.

Recommended Conditions of Approval

1. The applicant shall comply with all terms and conditions of the approved Development Agreement between Discovery DJ Services, LLC and Adams County.
2. The operator of the pipeline shall submit annual safety and testing reports to the Adams County Community and Economic Development Department. The reports shall be submitted the second week of each year.