



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
August 22, 2017
9:30 AM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

4. AWARDS AND PRESENTATIONS

A. Adams County Fair Video 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 August 4-10, 2017

B. Minutes of the Commissioners' Proceedings from August 15, 2017

C. Resolution Authorizing Cancellation of Property Taxes
(File was approved by ELT)

- D.** Resolution Approving an Agreement between Adams County and the Trust for Public Land for Purchase of Conservation Easement on the Littlefield Property
(File was approved by ELT)
- E.** Resolution Approving a Deed of Conservation Easement between Adams County and Amy and Jeff Dill for the Littlefield Property
(File was approved by ELT)
- F.** Resolution Approving Right-of-Way Agreement between Adams County and 74th Avenue Limited Partnership for Property Necessary for the York Street Improvements Project-York Street from East 78th Avenue to Highway 224
(File was approved by ELT)
- G.** Resolution Accepting a Deed from Remembrance Management, LLC to Adams County Conveying a Permanent Drainage Easement for Storm Water Drainage Purposes
(File was approved by ELT)
- H.** Resolution Approving Quit Claim Deeds from Adams County to the Department of Transportation, State of Colorado, for Right-of-Way Purposes
(File was approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

- 1.** Resolution Authorizing Third Supplemental Appropriations to the 2017 Adams County Government Budget
(File was approved by ELT)
- 2.** Resolution Approving Amendment Three to the Agreement between Adams County and Quantum Water Consulting for Additional Services
(File was approved by ELT)
- 3.** Resolution Awarding an Agreement to Saunders Construction for Construction Management General Contractor Services for the Adams County Animal Shelter
(File was approved by ELT)
- 4.** Resolution Approving Amendment One to the Agreement between Adams County and Treanor H+L Architects for Additional Architect and Engineering Design Services
(File was approved by ELT)
- 5.** Resolution Approving Amendment Two to the Agreement between Adams County and Neon Rain Interactive, LLC for the Redesign of the Sheriff's Office Website
(File was approved by ELT)

B. COUNTY ATTORNEY

- 1.** Aerotropolis Regional Transportation Authority
(File was approved by ELT)

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

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

County of Adams
Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	952,917.63
5	Golf Course Enterprise Fund	17,756.33
6	Equipment Service Fund	26,737.12
13	Road & Bridge Fund	23,132.69
19	Insurance Fund	24,548.85
27	Open Space Projects Fund	26.42
28	Open Space Sales Tax Fund	300,000.00
31	Head Start Fund	7,244.69
35	Workforce & Business Center	14,341.39
43	Front Range Airport	1,163.10
44	Water and Wastewater Fund	505.24
		<u>1,368,373.46</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>
00711455	610708	BACHMAN JACOB	07/24/17	400.00
00711456	499779	BAKER ABIGAIL N	07/24/17	200.00
00711457	107140	BARTH JUDITH ANN	07/24/17	150.00
00711458	215363	BARTON MELISSA	07/24/17	150.00
00711459	422618	BARTON MICHAEL	07/24/17	150.00
00711460	262988	BERGENFELD MAUREEN H	07/24/17	100.00
00711461	47314	BOGAN JOAN	07/24/17	150.00
00711462	424209	BRADLEY JONI	07/24/17	150.00
00711463	618311	BURKETT JEREMY	07/24/17	600.00
00711464	25359	CAGLE KAREN	07/24/17	150.00
00711465	112904	CHRISTIAN VICKI	07/24/17	150.00
00711466	218467	CRAMER STEPHEN S	07/24/17	150.00
00711467	422244	DEBELL MALINDA MARIE	07/24/17	100.00
00711468	55886	DENNISTON DAVID	07/24/17	600.00
00711469	301218	EASTWOOD JENNIFER NICHOLE	07/24/17	100.00
00711470	173919	GARDEA STEPHEN PAUL	07/24/17	100.00
00711471	301037	GILDEN KAREN L	07/24/17	100.00
00711472	4387	HETTINGER KATHLEEN S	07/24/17	150.00
00711473	20612	JACOBY KENDRA	07/24/17	150.00
00711474	116720	LONDE SUSAN	07/24/17	200.00
00711475	42663	MAXEY KEITH	07/24/17	250.00
00711476	620196	MEANS BRANDON	07/24/17	100.00
00711477	71065	PEREZ WALDEMAR P	07/24/17	100.00
00711478	620110	RUDIBAUGH JENS	07/24/17	350.00
00711479	617552	RUPPLE SANCIE	07/24/17	100.00
00711480	620576	SANDSTEAD CONNIE	07/24/17	150.00
00711481	612043	SHULTS CLINT	07/24/17	500.00
00711482	612049	ST JOHN CHERYL L	07/24/17	150.00
00711483	173471	WALZ PAMELA	07/24/17	150.00
00711484	862079	WITNESS TO LIFE PHOTOGRAPHY	07/24/17	150.00
00712148	13040	ADCO DISTRICT ATTORNEY	08/07/17	270.71
00712149	433987	ADCO DISTRICT ATTORNEY'S OFFIC	08/07/17	218.97
00712151	627573	ALBRIGHT ELIZABETH A	08/07/17	61.88
00712152	32273	ALL COPY PRODUCTS INC	08/07/17	150.00
00712156	38750	BUSSARD REX	08/07/17	300.00
00712161	6331	COLO ASSESSORS ASSN	08/07/17	10.00

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>
00712162	40374	COSTAR REALTY INFORMATION INC	08/07/17	2,808.39
00712163	308324	DELGADO NICOLE	08/07/17	53.50
00712164	13895	EL PASO COUNTY SHERIFF	08/07/17	9.50
00712167	626700	GLADER JONATHAN D	08/07/17	84.00
00712169	627721	GRANADOS GILBERT	08/07/17	75.00
00712170	45302	JEFFERSON COUNTY	08/07/17	1,600.00
00712172	484266	LEDEZMA SARAI	08/07/17	75.00
00712174	581490	MAYER LISA	08/07/17	345.00
00712180	35614	MORITZKY TREVOR	08/07/17	19.43
00712185	566659	PROCEDURE INC	08/07/17	1,000.00
00712186	339078	RHOADS GARY	08/07/17	243.00
00712187	20607	ROBERTS LISA D	08/07/17	35.76
00712192	433983	SHEETZ ROBERT J	08/07/17	154.08
00712193	38961	SHREVE JEANNE	08/07/17	231.49
00712194	13262	TYLER TECHNOLOGIES INC	08/07/17	46,490.47
00712203	37266	CENTURY LINK	08/07/17	412.83
00712209	338962	COLORADO INTERACTIVE	08/07/17	17.63
00712213	248103	DS WATERS OF AMERICA INC	08/07/17	531.60
00712221	609538	PFEFFER CRISTINA	08/07/17	54.57
00712223	53265	SAMS CLUB	08/07/17	1,152.59
00712225	599714	SUMMIT FOOD SERVICE LLC	08/07/17	824.85
00712226	52553	SWEEPSTAKES UNLIMITED	08/07/17	30.00
00712227	52553	SWEEPSTAKES UNLIMITED	08/07/17	30.00
00712228	52553	SWEEPSTAKES UNLIMITED	08/07/17	40.00
00712233	93203	ADAMS COUNTY EDUCATION CONSORT	08/07/17	518,731.00
00712234	630412	ADVANCED LAUNDRY SYSTEMS	08/07/17	279.13
00712235	383698	ALLIED UNIVERSAL SECURITY SERV	08/07/17	15,777.27
00712237	626216	ATOM PHYSICS	08/07/17	235.00
00712238	2914	BOB BARKER COMPANY	08/07/17	4,173.50
00712240	40398	CINTAS CORPORATION #66	08/07/17	134.43
00712241	498352	ENTERCOM DENVER LLC	08/07/17	2,870.00
00712242	80500	IMPROVE GROUP	08/07/17	1,025.00
00712243	547834	LOPEZ MARCUS	08/07/17	306.00
00712244	247198	MGT OF AMERICA INC	08/07/17	10,400.00
00712245	13591	MWI VETERINARY SUPPLY CO	08/07/17	2,547.52
00712247	422902	ROADRUNNER PHARMACY INCORPORAT	08/07/17	47.95

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>
00712248	3569	ROCKY MTN CONVEYOR & EQUIPT	08/07/17	239.25
00712249	255505	SHERMAN & HOWARD LLC	08/07/17	7,712.50
00712250	281167	SPECTRA CONTRACT FLOORING SERV	08/07/17	525.00
00712251	599714	SUMMIT FOOD SERVICE LLC	08/07/17	85,832.03
00712252	426037	SWIRE COCA-COLA USA	08/07/17	180.00
00712253	282091	TAC 1 SYSTEMS	08/07/17	2,605.59
00712254	621857	THEATRICAL MEDIA SERVICES INC	08/07/17	17,995.00
00712257	24560	WIRELESS ADVANCED COMMUNICATIO	08/07/17	560.00
00712258	338508	WRIGHTWAY INDUSTRIES INC	08/07/17	140.00
00712264	625975	VIP ENGRAVERS	08/07/17	3,036.04
00712269	228213	ARAMARK REFRESHMENT SERVICES	08/09/17	162.97
00712272	9902	CHEMATOX LABORATORY INC	08/09/17	470.00
00712273	80146	COLO DEPT OF PUBLIC HEALTH & E	08/09/17	155.00
00712274	300351	COLO STATE SHERIFFS POSSE ASSN	08/09/17	25.00
00712276	248103	DS WATERS OF AMERICA INC	08/09/17	614.54
00712277	28726	G & K SERVICES	08/09/17	199.42
00712281	617679	LIM CARLENA	08/09/17	34.78
00712282	13688	METRONORTH CHAMBER OF COMMERCE	08/09/17	1,000.00
00712283	6513	MORPHOTRAK LLC	08/09/17	4,497.92
00712284	36746	PEDRUCCI MARC R	08/09/17	101.22
00712285	163837	PTS OF AMERICA LLC	08/09/17	3,231.00
00712287	166074	SPECIAL OLYMPICS OF COLO IN AD	08/09/17	2,511.76
00712288	599714	SUMMIT FOOD SERVICE LLC	08/09/17	80,567.35
00712289	37005	TOSHIBA BUSINESS SOLUTIONS	08/09/17	1,838.96
00712290	1007	UNITED POWER (UNION REA)	08/09/17	896.47
00712291	1007	UNITED POWER (UNION REA)	08/09/17	38.62
00712292	1007	UNITED POWER (UNION REA)	08/09/17	30.09
00712293	1007	UNITED POWER (UNION REA)	08/09/17	2,124.68
00712294	1007	UNITED POWER (UNION REA)	08/09/17	42.10
00712300	28617	VERIZON WIRELESS	08/09/17	2,496.69
00712301	24560	WIRELESS ADVANCED COMMUNICATIO	08/09/17	553.00
00712304	433987	ADCO DISTRICT ATTORNEY'S OFFIC	08/09/17	204.66
00712305	334777	ALLEN DEBRA JEAN	08/09/17	321.60
00712306	491318	AMERICAN EAGLE DISTRIBUTING	08/09/17	25,406.00
00712307	2416	CLEAR CREEK COUNTY SHERIFF	08/09/17	28.46
00712308	250958	COHEN MILSTEIN SELLERS & TOLL	08/09/17	2,126.25

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>
00712309	99357	COLO MEDICAL WASTE INC	08/09/17	375.00
00712311	627565	EAGLE VIEW ADULT CENTER	08/09/17	225.00
00712312	370160	EIDE BAILLY LLP	08/09/17	4,000.00
00712313	25579	ENTRAVISION COMMUNICATIONS	08/09/17	6,901.16
00712314	278010	HART JULIE	08/09/17	10.50
00712315	79260	IDEXX DISTRIBUTION INC	08/09/17	499.21
00712316	13565	INTERMOUNTAIN REA	08/09/17	30.47
00712318	289628	KUSA	08/09/17	14,506.72
00712320	13591	MWI VETERINARY SUPPLY CO	08/09/17	1,095.75
00712322	612204	PET AID ANIMAL HOSPITAL	08/09/17	279.14
00712323	48059	RADIO RESOURCE INC	08/09/17	765.00
00712324	308437	RANDSTAD US LP	08/09/17	1,311.26
00712325	592641	REED RICHARD	08/09/17	23.75
00712326	12845	ROMANO LINDA M	08/09/17	27.00
00712328	4755	THORNTON CITY OF WATER & SEWER	08/09/17	713.90
00712329	46796	WESTMINSTER CITY OF	08/09/17	3,923.73
00712330	46796	WESTMINSTER CITY OF	08/09/17	799.68
00712331	13822	XCEL ENERGY	08/09/17	12,727.40
00712332	13822	XCEL ENERGY	08/09/17	178.27
00712333	13822	XCEL ENERGY	08/09/17	8,463.60
00712334	13822	XCEL ENERGY	08/09/17	225.16
00712335	13822	XCEL ENERGY	08/09/17	26,060.35
00712336	13822	XCEL ENERGY	08/09/17	753.90
00712337	13822	XCEL ENERGY	08/09/17	50.30
00712338	13822	XCEL ENERGY	08/09/17	41.60
00712339	13822	XCEL ENERGY	08/09/17	93.17
00712340	13822	XCEL ENERGY	08/09/17	54.38
00712341	13822	XCEL ENERGY	08/09/17	110.36
00712342	13822	XCEL ENERGY	08/09/17	155.11
00712343	13822	XCEL ENERGY	08/09/17	109.52
00712344	13822	XCEL ENERGY	08/09/17	46.24

Fund Total**952,917.63**

Net Warrants by Fund Detail

5 Golf Course Enterprise Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00712266	8579	AGFINITY INC	08/09/17	691.00
00712267	302764	AGFINITY INC	08/09/17	7,536.09
00712268	12012	ALSCO AMERICAN INDUSTRIAL	08/09/17	85.12
00712270	9822	BUCKEYE WELDING SUPPLY CO INC	08/09/17	26.00
00712271	13206	C P S DISTRIBUTORS INC	08/09/17	516.94
00712278	378252	GCR TIRES AND SERVICE	08/09/17	259.97
00712279	160270	GOLF & SPORT SOLUTIONS	08/09/17	1,030.99
00712280	11496	L L JOHNSON DIST	08/09/17	1,582.64
00712286	10684	R & R PRODUCTS COMPANY	08/09/17	155.40
00712295	1007	UNITED POWER (UNION REA)	08/09/17	339.97
00712296	1007	UNITED POWER (UNION REA)	08/09/17	1,097.02
00712297	1007	UNITED POWER (UNION REA)	08/09/17	3,985.98
00712298	1007	UNITED POWER (UNION REA)	08/09/17	36.05
00712302	13822	XCEL ENERGY	08/09/17	42.65
00712303	13822	XCEL ENERGY	08/09/17	370.51
Fund Total				17,756.33

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>
00712317	526990	JB AUTO CLEAN	08/09/17	160.00
00712327	16237	SAM HILL OIL INC	08/09/17	26,577.12
			Fund Total	26,737.12

Net Warrants by Fund Detail

13Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00712196	11657	A & E TIRE INC	08/07/17	77.50
00712207	2305	COBITCO INC	08/07/17	107.80
00712210	338740	DAVEY TREE EXPERT CO	08/07/17	860.00
00712222	556555	PREMIER PORTABLES	08/07/17	460.00
00712224	8794	SPRINT	08/07/17	37.99
00712230	1038	WAGNER RENTS INC	08/07/17	5,538.86
00712231	78276	WAYNE A MITCHELL LLC	08/07/17	2,961.00
00712239	8909	BRANNAN SAND & GRAVEL COMPANY	08/07/17	1,588.75
00712246	525686	OUTTA CONTROL DESIGNS	08/07/17	4,607.99
00712255	158184	UTILITY NOTIFICATION CENTER OF	08/07/17	174.00
00712256	13082	W L CONTRACTORS INC	08/07/17	6,718.80
Fund Total				23,132.69

Net Warrants by Fund Detail

19Insurance Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00712197	492573	ADVANCED URGENT CARE AND OCC M	08/07/17	415.00
00712236	582063	AMERICAN RED CROSS	08/07/17	323.00
00712261	27429	ARTHUR J GALLAGHER	08/07/17	582.23
00712262	27429	ARTHUR J GALLAGHER	08/07/17	7,707.77
00712263	27429	ARTHUR J GALLAGHER	08/07/17	12,249.00
00712319	174580	MILE HIGH FITNESS	08/09/17	1,480.00
00712321	61886	NATHAN DUMM & MAYER PC	08/09/17	1,791.85
Fund Total				24,548.85

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>
00712299	1007	UNITED POWER (UNION REA)	08/09/17	26.42
Fund Total				26.42

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>
00712275	16566	COMMERCE CITY CITY OF	08/09/17	300,000.00
			Fund Total	300,000.00

Net Warrants by Fund Detail

31Head Start Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00712204	37266	CENTURY LINK	08/07/17	1,130.61
00712205	37266	CENTURY LINK	08/07/17	98.80
00712206	152461	CENTURYLINK	08/07/17	9.81
00712215	28726	G & K SERVICES	08/07/17	122.98
00712216	89589	INVEST IN KIDS	08/07/17	4,950.00
00712220	55021	NULINX INTERNATIONAL	08/07/17	870.00
00712232	51121	WHISENANT ELISA A	08/07/17	62.49
			Fund Total	7,244.69

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>
00712150	36820	AGUINIGA CAROL	08/07/17	79.72
00712154	373693	ARNEACH ANGELA	08/07/17	38.52
00712155	369657	BERNAL JUAN FELIPE	08/07/17	41.73
00712157	35563	CASTILLO YVONNE	08/07/17	14.45
00712158	90879	CHAVEZ BELIA P	08/07/17	28.89
00712159	258669	CLARK RYNE	08/07/17	82.93
00712165	38689	ELLIS CHARLES	08/07/17	62.06
00712166	369792	FLORES MICHAEL	08/07/17	49.22
00712168	68923	GONZALEZ JEANETTE	08/07/17	20.33
00712171	38693	KERR CRISTINE	08/07/17	27.82
00712173	62480	MARTINEZ MARTHA	08/07/17	11.77
00712175	580067	MCBOAT GREG	08/07/17	62.06
00712176	90481	MCDANIEL JENNIFER	08/07/17	41.22
00712177	49485	MCGIRR RITA	08/07/17	16.05
00712178	78254	MEDINA KRISTINA	08/07/17	49.22
00712179	342309	MENDOZA MICHELLE	08/07/17	36.38
00712181	481825	PARRA ALDO	08/07/17	505.58
00712182	233841	PARRIOTT JOEL	08/07/17	109.14
00712183	514882	PEDREGON SYDNEY	08/07/17	55.64
00712184	40920	POST REBECCA	08/07/17	79.72
00712188	915166	RODRIGUEZ SONIA	08/07/17	116.63
00712189	470649	SANTINO HEATHER	08/07/17	23.01
00712191	357890	SCHAGER BRETT	08/07/17	330.10
00712198	8821380	CENTRAL COLORADO AHEC	08/07/17	1,500.00
00712199	8821380	CENTRAL COLORADO AHEC	08/07/17	1,500.00
00712200	8821380	CENTRAL COLORADO AHEC	08/07/17	1,500.00
00712201	8821380	CENTRAL COLORADO AHEC	08/07/17	1,500.00
00712202	8821380	CENTRAL COLORADO AHEC	08/07/17	1,500.00
00712211	133513	DEEP ROCK WATER	08/07/17	9.20
00712217	626448	LICON ELISHA	08/07/17	50.00
00712218	626449	MANDUJANO VICTOR	08/07/17	100.00
00712310	1483	COMPUTER SYSTEMS DESIGN	08/09/17	4,800.00

Fund Total**14,341.39**

Net Warrants by Fund Detail

43 Front Range Airport

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00712153	228213	ARAMARK REFRESHMENT SERVICES	08/07/17	139.66
00712190	37110	SB PORTA BOWL RESTROOMS INC	08/07/17	396.00
00712195	626767	WILLIAMS JEFFERY	08/07/17	160.00
00712212	80156	DISH NETWORK	08/07/17	138.02
00712214	13410	EASTERN SLOPE RURAL TELEPHONE	08/07/17	80.32
00712219	379597	NEOFUNDS BY NEOPOST	08/07/17	249.10
Fund Total				1,163.10

Net Warrants by Fund Detail

44Water and Wastewater Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00712160	2381	COLO ANALYTICAL LABORATORY	08/07/17	17.50
00712208	2381	COLO ANALYTICAL LABORATORY	08/07/17	35.00
00712229	9558	UNIVAR USA INC	08/07/17	452.74
Fund Total				505.24

County of Adams
Net Warrants by Fund Detail

Grand Total 1,368,373.46

County of Adams
Vendor Payment Report

<u>4302</u>	<u>Airport Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Coffee					
	ARAMARK REFRESHMENT SERVICES	00043	903730	284415	07/31/17	69.83
	ARAMARK REFRESHMENT SERVICES	00043	903731	284415	07/31/17	97.49
	ARAMARK REFRESHMENT SERVICES	00043	903732	284415	07/31/17	97.49-
					Account Total	69.83
	Postage & Freight					
	NEOFUNDS BY NEOPOST	00043	903390	284059	07/31/17	249.10
					Account Total	249.10
	Water/Sewer/Sanitation					
	SB PORTA BOWL RESTROOMS INC	00043	903646	284310	07/31/17	396.00
					Account Total	396.00
					Department Total	714.93

County of Adams
Vendor Payment Report

<u>4303</u>	<u>Airport FBO</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Coffee					
	ARAMARK REFRESHMENT SERVICES	00043	903730	284415	07/31/17	69.83
					Account Total	69.83
	Satellite Television					
	DISH NETWORK	00043	903388	284059	07/31/17	138.02
					Account Total	138.02
					Department Total	207.85

County of Adams
Vendor Payment Report

<u>4304</u>	<u>Airport Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	EASTERN SLOPE RURAL TELEPHONE	00043	903389	284059	08/01/17	<u>80.32</u>
					Account Total	<u>80.32</u>
					Department Total	<u><u>80.32</u></u>

County of Adams
Vendor Payment Report

<u>99809</u>	<u>All Ofc Shared no SS</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	MCDANIEL JENNIFER	00035	903589	284300	07/31/17	26.22
					Account Total	26.22
	Travel & Transportation					
	MCDANIEL JENNIFER	00035	903589	284300	07/31/17	15.00
					Account Total	15.00
					Department Total	41.22

County of Adams
Vendor Payment Report

<u>99800</u>	<u>All Ofc Shared Direct</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	DEEP ROCK WATER	00035	903526	284284	08/02/17	9.20
					Account Total	9.20
	Mileage Reimbursements					
	CASTILLO YVONNE	00035	903565	284300	07/31/17	14.45
					Account Total	14.45
					Department Total	23.65

County of Adams
Vendor Payment Report

<u>2051</u>	<u>ANS - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Temporary Labor					
	RANDSTAD US LP	00001	904008	284811	08/09/17	561.97
	RANDSTAD US LP	00001	904009	284811	08/09/17	749.29
					Account Total	<u>1,311.26</u>
					Department Total	<u><u>1,311.26</u></u>

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					
	PET AID ANIMAL HOSPITAL	00001	904007	284811	08/09/17	<u>279.14</u>
					Account Total	<u>279.14</u>
					Department Total	<u><u>279.14</u></u>

County of Adams
Vendor Payment Report

<u>1011</u>	<u>Board of County Commissioners</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	JEFFERSON COUNTY	00001	903783	284601	08/07/17	<u>600.00</u>
					Account Total	<u>600.00</u>
					Department Total	<u><u>600.00</u></u>

County of Adams
Vendor Payment Report

<u>1024</u>	<u>Budget Office</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	JEFFERSON COUNTY	00001	903783	284601	08/07/17	<u>800.00</u>
					Account Total	<u>800.00</u>
					Department Total	<u><u>800.00</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>
	Contract Employment PROCODE INC	00001	903787	284601	08/07/17	<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>1041</u>	<u>County Assessor</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	COLO ASSESSORS ASSN	00001	903609	284304	08/02/17	10.00
					Account Total	10.00
	Maintenance Contracts					
	COSTAR REALTY INFORMATION INC	00001	903610	284304	08/02/17	2,808.39
					Account Total	2,808.39
	Operating Supplies					
	ALL COPY PRODUCTS INC	00001	903607	284304	08/02/17	150.00
					Account Total	150.00
	Special Events					
	ROBERTS LISA D	00001	903611	284304	08/02/17	35.76
					Account Total	35.76
					Department Total	<u>3,004.15</u>

County of Adams
Vendor Payment Report

<u>1013</u>	<u>County Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	COLORADO INTERACTIVE	00001	903531	284291	08/02/17	17.63
	SWEEPSTAKES UNLIMITED	00001	903532	284291	08/02/17	30.00
	SWEEPSTAKES UNLIMITED	00001	903533	284291	08/02/17	30.00
	SWEEPSTAKES UNLIMITED	00001	903534	284291	08/02/17	40.00
					Account Total	117.63
					Department Total	117.63

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>
	Travel & Transportation					
	RHOADS GARY	00001	903780	284601	08/07/17	<u>243.00</u>
					Account Total	<u>243.00</u>
					Department Total	<u><u>243.00</u></u>

County of Adams
Vendor Payment Report

<u>1031</u>	<u>County Treasurer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	METRONORTH CHAMBER OF COMMERCE	00001	903881	284665	08/07/17	1,000.00
					Account Total	1,000.00
	Maintenance Contracts					
	TYLER TECHNOLOGIES INC	00001	903645	284309	08/02/17	46,490.47
					Account Total	46,490.47
					Department Total	<u>47,490.47</u>

County of Adams
Vendor Payment Report

<u>1052</u>	<u>Criminal Justice Coord Council</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	ALLEN DEBRA JEAN	00001	904014	284811	08/09/17	<u>321.60</u>
					Account Total	<u>321.60</u>
					Department Total	<u><u>321.60</u></u>

County of Adams
Vendor Payment Report

<u>1074</u>	<u>CA- Risk Management</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Safety-Drug & AI Test/Med Cert					
	ADVANCED URGENT CARE AND OCC M	00019	903529	284291	08/02/17	275.00
	ADVANCED URGENT CARE AND OCC M	00019	903530	284291	08/02/17	140.00
					Account Total	<u>415.00</u>
					Department Total	<u><u>415.00</u></u>

County of Adams
Vendor Payment Report

<u>1043</u>	<u>CA- Social Services IV-D</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	ALBRIGHT ELIZABETH A	00001	903788	284601	08/07/17	<u>61.88</u>
					Account Total	<u>61.88</u>
					Department Total	<u><u>61.88</u></u>

County of Adams
Vendor Payment Report

<u>1094</u>	<u>CED Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	SHREVE JEANNE	00001	903779	284601	08/07/17	<u>231.49</u>
					Account Total	<u>231.49</u>
					Department Total	<u><u>231.49</u></u>

County of Adams
Vendor Payment Report

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	DELGADO NICOLE	00001	903648	284312	08/02/17	53.50
	GLADER JONATHAN D	00001	903686	284312	08/02/17	16.80
	GLADER JONATHAN D	00001	903688	284312	08/02/17	67.20
					Account Total	137.50
	Operating Supplies					
	MORITZKY TREVOR	00001	903651	284312	08/02/17	19.43
					Account Total	19.43
	Other Professional Serv					
	EL PASO COUNTY SHERIFF	00001	903649	284312	08/02/17	9.50
					Account Total	9.50
	Travel & Transportation					
	MAYER LISA	00001	903650	284312	08/02/17	345.00
					Account Total	345.00
	Witness Fees					
	ADCO DISTRICT ATTORNEY	00001	903647	284312	08/02/17	87.55
	ADCO DISTRICT ATTORNEY	00001	903647	284312	08/02/17	91.58
	ADCO DISTRICT ATTORNEY	00001	903647	284312	08/02/17	91.58
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	903685	284312	08/02/17	105.41
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	903685	284312	08/02/17	113.56
					Account Total	489.68
					Department Total	1,001.11

County of Adams
Vendor Payment Report

<u>7041</u>	<u>Economic Development Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Messenger/Delivery Service					
	REED RICHARD	00001	904011	284811	08/09/17	<u>23.75</u>
					Account Total	<u>23.75</u>
					Department Total	<u><u>23.75</u></u>

County of Adams
Vendor Payment Report

<u>99500</u>	<u>Employment First</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	ARNEACH ANGELA	00035	903559	284300	07/31/17	38.52
	FLORES MICHAEL	00035	903578	284300	07/31/17	49.22
	MEDINA KRISTINA	00035	903595	284300	07/31/17	49.22
	PEDREGON SYDNEY	00035	903608	284300	07/31/17	55.64
					Account Total	<u>192.60</u>
					Department Total	<u><u>192.60</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					
	SAM HILL OIL INC	00006	903989	284803	08/09/17	13,919.11
	SAM HILL OIL INC	00006	903990	284803	08/09/17	12,658.01
					Account Total	<u>26,577.12</u>
					Department Total	<u><u>26,577.12</u></u>

County of Adams
Vendor Payment Report

<u>1014</u>	<u>Finance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	JEFFERSON COUNTY	00001	903783	284601	08/07/17	<u>200.00</u>
					Account Total	<u>200.00</u>
					Department Total	<u><u>200.00</u></u>

County of Adams
Vendor Payment Report

<u>9114</u>	<u>Fleet- Commerce</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Vehicle Repair & Maint					
	JB AUTO CLEAN	00006	903878	284646	08/07/17	160.00
					Account Total	160.00
					Department Total	160.00

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>
	T-Hanger Deposits					
	WILLIAMS JEFFERY	00043	903729	284310	07/31/17	<u>160.00</u>
					Account Total	<u>160.00</u>
					Department Total	<u><u>160.00</u></u>

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=7559	00001	903952	284731	07/21/17	<u>30.47</u>
					Account Total	<u>30.47</u>
					Department Total	<u><u>30.47</u></u>

County of Adams
Vendor Payment Report

<u>1113</u>	<u>FO - Children & Family Service</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7556	00001	903960	284731	07/25/17	<u>713.90</u>
					Account Total	<u>713.90</u>
					Department Total	<u><u>713.90</u></u>

County of Adams
Vendor Payment Report

<u>1114</u>	<u>FO - District Attorney Bldg.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7562	00001	903961	284731	07/26/17	155.11
					Account Total	155.11
					Department Total	155.11

County of Adams
Vendor Payment Report

<u>2090</u>	<u>FO - Flatrock Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7564	00050	903963	284731	07/26/17	<u>46.24</u>
					Account Total	<u>46.24</u>
					Department Total	<u><u>46.24</u></u>

County of Adams
Vendor Payment Report

<u>1077</u>	<u>FO - Government Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7561	00001	903954	284731	07/26/17	<u>753.90</u>
					Account Total	<u>753.90</u>
					Department Total	<u><u>753.90</u></u>

County of Adams
Vendor Payment Report

<u>1070</u>	<u>FO - Honnen/Plan&Devel/MV Ware</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7567	00001	903947	284731	07/25/17	178.27
	Energy Cap Bill ID=7568	00001	903948	284731	07/25/17	8,463.60
	Energy Cap Bill ID=7570	00001	903949	284731	07/25/17	225.16
					Account Total	8,867.03
					Department Total	8,867.03

County of Adams
Vendor Payment Report

<u>1067</u>	<u>FO - Human Service Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7566	00001	903946	284731	07/25/17	<u>12,727.40</u>
					Account Total	<u>12,727.40</u>
					Department Total	<u><u>12,727.40</u></u>

County of Adams
Vendor Payment Report

<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7560	00001	903962	284731	07/24/17	<u>109.52</u>
					Account Total	<u>109.52</u>
					Department Total	<u><u>109.52</u></u>

County of Adams
Vendor Payment Report

<u>1072</u>	<u>FO - West Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7557	00001	903950	284731	07/24/17	3,923.73
	Energy Cap Bill ID=7558	00001	903951	284731	07/24/17	799.68
					Account Total	<u>4,723.41</u>
					Department Total	<u><u>4,723.41</u></u>

County of Adams
Vendor Payment Report

<u>1076</u>	<u>FO-Adams County Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7565	00001	903953	284731	07/25/17	<u>26,060.35</u>
					Account Total	<u>26,060.35</u>
					Department Total	<u><u>26,060.35</u></u>

County of Adams
Vendor Payment Report

<u>1112</u>	<u>FO-Sheriff HQ/Coroner Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7563	00001	903959	284731	07/26/17	<u>110.36</u>
					Account Total	<u>110.36</u>
					Department Total	<u><u>110.36</u></u>

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ADAMS COUNTY EDUCATION CONSORT	00001	903792	284609	08/07/17	518,731.00
	ADVANCED LAUNDRY SYSTEMS	00001	903618	284298	08/02/17	279.13
	ALLIED UNIVERSAL SECURITY SERV	00001	903535	284298	08/02/17	15,777.27
	AMERICAN EAGLE DISTRIBUTING	00001	903994	284803	08/09/17	2,715.70
	AMERICAN EAGLE DISTRIBUTING	00001	903995	284803	08/09/17	162.50
	AMERICAN EAGLE DISTRIBUTING	00001	903996	284803	08/09/17	2,115.00
	AMERICAN EAGLE DISTRIBUTING	00001	904003	284803	08/09/17	193.80
	AMERICAN EAGLE DISTRIBUTING	00001	904003	284803	08/09/17	10,000.00
	AMERICAN EAGLE DISTRIBUTING	00001	904003	284803	08/09/17	10,219.00
	ATOM PHYSICS	00001	903536	284298	08/02/17	235.00
	BOB BARKER COMPANY	00001	903537	284298	08/02/17	3,294.00
	BOB BARKER COMPANY	00001	903538	284298	08/02/17	879.50
	CHEMATOX LABORATORY INC	00001	903749	284514	08/04/17	470.00
	CINTAS CORPORATION #66	00001	903816	284609	08/07/17	134.43
	COHEN MILSTEIN SELLERS & TOLL	00001	903979	284803	08/09/17	2,107.92
	COHEN MILSTEIN SELLERS & TOLL	00001	903979	284803	08/09/17	18.33
	COLO MEDICAL WASTE INC	00001	903981	284803	08/09/17	375.00
	EIDE BAILLY LLP	00001	903980	284803	08/09/17	4,000.00
	ENTERCOM DENVER LLC	00001	903791	284609	08/07/17	2,870.00
	ENTRAVISION COMMUNICATIONS	00001	903998	284803	08/09/17	6,901.16
	IDEXX DISTRIBUTION INC	00001	903985	284803	08/09/17	194.21
	IDEXX DISTRIBUTION INC	00001	903987	284803	08/09/17	171.13
	IDEXX DISTRIBUTION INC	00001	903987	284803	08/09/17	133.87
	IMPROVE GROUP	00001	903539	284298	08/02/17	1,025.00
	KUSA	00001	903999	284803	08/09/17	1,400.00
	KUSA	00001	904000	284803	08/09/17	3,011.74
	KUSA	00001	904001	284803	08/09/17	119.98
	KUSA	00001	904002	284803	08/09/17	9,975.00
	LOPEZ MARCUS	00001	903619	284298	08/02/17	306.00
	MGT OF AMERICA INC	00001	903822	284609	08/07/17	10,400.00
	MORPHOTRAK LLC	00001	903754	284514	08/04/17	4,497.92
	MWI VETERINARY SUPPLY CO	00001	903802	284609	08/07/17	648.94
	MWI VETERINARY SUPPLY CO	00001	903803	284609	08/07/17	249.00
	MWI VETERINARY SUPPLY CO	00001	903807	284609	08/07/17	1,141.56
	MWI VETERINARY SUPPLY CO	00001	903808	284609	08/07/17	43.59

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>
	MWI VETERINARY SUPPLY CO	00001	903809	284609	08/07/17	55.29
	MWI VETERINARY SUPPLY CO	00001	903810	284609	08/07/17	46.41
	MWI VETERINARY SUPPLY CO	00001	903811	284609	08/07/17	74.30
	MWI VETERINARY SUPPLY CO	00001	903812	284609	08/07/17	43.59
	MWI VETERINARY SUPPLY CO	00001	903813	284609	08/07/17	141.11
	MWI VETERINARY SUPPLY CO	00001	903814	284609	08/07/17	97.13
	MWI VETERINARY SUPPLY CO	00001	903815	284609	08/07/17	6.60
	MWI VETERINARY SUPPLY CO	00001	903982	284803	08/09/17	624.75
	MWI VETERINARY SUPPLY CO	00001	903983	284803	08/09/17	55.29
	MWI VETERINARY SUPPLY CO	00001	903984	284803	08/09/17	223.09
	MWI VETERINARY SUPPLY CO	00001	903986	284803	08/09/17	192.62
	PTS OF AMERICA LLC	00001	903750	284514	08/04/17	539.50
	PTS OF AMERICA LLC	00001	903750	284514	08/04/17	110.50
	PTS OF AMERICA LLC	00001	903751	284514	08/04/17	960.00
	PTS OF AMERICA LLC	00001	903752	284514	08/04/17	991.00
	PTS OF AMERICA LLC	00001	903753	284514	08/04/17	630.00
	RADIO RESOURCE INC	00001	903997	284803	08/09/17	765.00
	ROADRUNNER PHARMACY INCORPORAT	00001	903806	284609	08/07/17	47.95
	ROCKY MTN CONVEYOR & EQUIPT	00001	903624	284298	08/02/17	239.25
	SHERMAN & HOWARD LLC	00001	903819	284609	08/07/17	7,712.50
	SPECTRA CONTRACT FLOORING SERV	00001	903817	284609	08/07/17	250.00
	SPECTRA CONTRACT FLOORING SERV	00001	903818	284609	08/07/17	275.00
	SUMMIT FOOD SERVICE LLC	00001	903627	284298	08/02/17	5,201.88
	SUMMIT FOOD SERVICE LLC	00001	903629	284298	08/02/17	27,650.78
	SUMMIT FOOD SERVICE LLC	00001	903631	284298	08/02/17	27,163.22
	SUMMIT FOOD SERVICE LLC	00001	903634	284298	08/02/17	25,816.15
	SUMMIT FOOD SERVICE LLC	00001	903755	284514	08/04/17	8,741.49
	SUMMIT FOOD SERVICE LLC	00001	903755	284514	08/04/17	17,264.65
	SUMMIT FOOD SERVICE LLC	00001	903756	284514	08/04/17	27,037.67
	SUMMIT FOOD SERVICE LLC	00001	903757	284514	08/04/17	256.10
	SUMMIT FOOD SERVICE LLC	00001	903757	284514	08/04/17	4,658.02
	SUMMIT FOOD SERVICE LLC	00001	903758	284514	08/04/17	4,954.31
	SUMMIT FOOD SERVICE LLC	00001	903759	284514	08/04/17	5,845.57
	SUMMIT FOOD SERVICE LLC	00001	903760	284514	08/04/17	6,825.81
	SUMMIT FOOD SERVICE LLC	00001	903761	284514	08/04/17	4,983.73
	SWIRE COCA-COLA USA	00001	903793	284609	08/07/17	180.00

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>
	TAC 1 SYSTEMS	00001	903637	284298	08/02/17	2,605.59
	THEATRICAL MEDIA SERVICES INC	00001	903823	284609	08/07/17	17,995.00
	WIRELESS ADVANCED COMMUNICATIO	00001	903540	284298	08/02/17	170.00
	WIRELESS ADVANCED COMMUNICATIO	00001	903541	284298	08/02/17	390.00
	WIRELESS ADVANCED COMMUNICATIO	00001	903762	284514	08/04/17	450.00
	WIRELESS ADVANCED COMMUNICATIO	00001	903763	284514	08/04/17	103.00
	WRIGHTWAY INDUSTRIES INC	00001	903805	284609	08/07/17	140.00
					Account Total	<u>817,310.53</u>
					Department Total	<u><u>817,310.53</u></u>

County of Adams
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<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	903851	284641	08/07/17	1,528.60
	AGFINITY INC	00005	903852	284641	08/07/17	457.96
	AGFINITY INC	00005	903853	284641	08/07/17	3,184.48
	AGFINITY INC	00005	903854	284641	08/07/17	534.53
	AGFINITY INC	00005	903855	284641	08/07/17	1,830.52
					Account Total	7,536.09
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	903871	284641	08/07/17	339.97
	UNITED POWER (UNION REA)	00005	903872	284641	08/07/17	1,097.02
	UNITED POWER (UNION REA)	00005	903873	284641	08/07/17	3,985.98
	XCEL ENERGY	00005	903875	284641	08/07/17	42.65
	XCEL ENERGY	00005	903876	284641	08/07/17	45.21
					Account Total	5,510.83
	Grounds Maintenance					
	AGFINITY INC	00005	903856	284641	08/07/17	187.00
	AGFINITY INC	00005	903857	284641	08/07/17	504.00
	C P S DISTRIBUTORS INC	00005	903861	284641	08/07/17	297.14
	C P S DISTRIBUTORS INC	00005	903862	284641	08/07/17	219.80
	GOLF & SPORT SOLUTIONS	00005	903864	284641	08/07/17	1,030.99
	L L JOHNSON DIST	00005	903865	284641	08/07/17	586.80
					Account Total	2,825.73
	Repair & Maint Supplies					
	ALSCO AMERICAN INDUSTRIAL	00005	903858	284641	08/07/17	42.56
	ALSCO AMERICAN INDUSTRIAL	00005	903859	284641	08/07/17	42.56
					Account Total	85.12
	Vehicle Parts & Supplies					
	BUCKEYE WELDING SUPPLY CO INC	00005	903860	284641	08/07/17	26.00
	GCR TIRES AND SERVICE	00005	903863	284641	08/07/17	259.97
	L L JOHNSON DIST	00005	903866	284641	08/07/17	54.59-
	L L JOHNSON DIST	00005	903867	284641	08/07/17	62.00
	L L JOHNSON DIST	00005	903868	284641	08/07/17	759.45
	L L JOHNSON DIST	00005	903869	284641	08/07/17	228.98
	R & R PRODUCTS COMPANY	00005	903870	284641	08/07/17	155.40

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>
					Account Total	1,437.21
					Department Total	17,394.98

County of Adams
Vendor Payment Report

<u>5021</u>	<u>Golf Course- Pro Shop</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	903874	284641	08/07/17	36.05
	XCEL ENERGY	00005	903876	284641	08/07/17	325.30
					Account Total	<u>361.35</u>
					Department Total	<u><u>361.35</u></u>

County of Adams
Vendor Payment Report

<u>98600</u>	<u>Governor's Summer Job Hunt</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	SCHAGER BRETT	00035	903622	284300	07/31/17	<u>24.08</u>
					Account Total	<u>24.08</u>
					Department Total	<u><u>24.08</u></u>

County of Adams
Vendor Payment Report

<u>1015</u>	<u>Human Resources- Admin</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Insurance Premiums					
	BUSSARD REX	00001	903789	284601	08/07/17	<u>300.00</u>
					Account Total	<u>300.00</u>
					Department Total	<u><u>300.00</u></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>
	Headstart Classroom Supply					
	INVEST IN KIDS	00031	903400	284065	07/31/17	4,950.00
					Account Total	4,950.00
	Mileage Reimbursements					
	WHISENANT ELISA A	00031	903402	284065	07/31/17	62.49
					Account Total	62.49
	Operating Supplies					
	G & K SERVICES	00031	903399	284065	07/31/17	122.98
					Account Total	122.98
	Subscrip/Publications					
	NULINX INTERNATIONAL	00031	903401	284065	07/31/17	739.50
	NULINX INTERNATIONAL	00031	903401	284065	07/31/17	130.50
					Account Total	870.00
	Telephone					
	CENTURY LINK	00031	903396	284065	07/31/17	1,130.61
	CENTURY LINK	00031	903397	284065	07/31/17	98.80
	CENTURYLINK	00031	903398	284065	07/31/17	9.81
					Account Total	1,239.22
					Department Total	7,244.69

County of Adams
Vendor Payment Report

<u>9260</u>	<u>Innovation & Sustainability</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	VIP ENGRAVERS	00001	903885	284672	08/07/17	<u>3,036.04</u>
					Account Total	<u>3,036.04</u>
					Department Total	<u><u>3,036.04</u></u>

County of Adams
Vendor Payment Report

<u>19</u>	<u>Insurance Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	AMERICAN RED CROSS	00019	903794	284609	08/07/17	323.00
	ARTHUR J GALLAGHER	00019	903883	284671	08/07/17	582.23
	ARTHUR J GALLAGHER	00019	903883	284671	08/07/17	7,707.77
	ARTHUR J GALLAGHER	00019	903884	284671	08/07/17	12,249.00
	MILE HIGH FITNESS	00019	903991	284803	08/09/17	1,480.00
	NATHAN DUMM & MAYER PC	00019	903992	284803	08/09/17	1,791.85
					Account Total	<u>24,133.85</u>
					Department Total	<u><u>24,133.85</u></u>

County of Adams
Vendor Payment Report

<u>1081</u>	<u>Long Range Strategic Planning</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	MONTOYA ABEL M	00001	903736	284419	08/03/17	<u>192.00</u>
					Account Total	<u>192.00</u>
					Department Total	<u><u>192.00</u></u>

County of Adams
Vendor Payment Report

<u>97813</u>	<u>MSFW Housing Inspection</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	PARRA ALDO	00035	903602	284300	07/31/17	<u>135.89</u>
					Account Total	<u>135.89</u>
					Department Total	<u><u>135.89</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	903769	284579	08/05/17	<u>26.42</u>
					Account Total	<u>26.42</u>
					Department Total	<u><u>26.42</u></u>

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					
	COMMERCE CITY CITY OF	00028	903764	284579	08/05/17	<u>300,000.00</u>
					Account Total	<u>300,000.00</u>
					Department Total	<u><u>300,000.00</u></u>

County of Adams
Vendor Payment Report

<u>1111</u>	<u>Parks Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7569	00001	903955	284731	07/24/17	50.30
	Energy Cap Bill ID=7571	00001	903956	284731	07/24/17	41.60
	Energy Cap Bill ID=7572	00001	903957	284731	07/24/17	93.17
	Energy Cap Bill ID=7573	00001	903958	284731	07/24/17	54.38
					Account Total	<u>239.45</u>
					Department Total	<u><u>239.45</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>
	Mileage Reimbursements					
	LIM CARLENA	00001	903766	284579	08/05/17	34.78
					Account Total	34.78
	Regional Park Rentals					
	GRANADOS GILBERT	00001	903849	284640	08/07/17	75.00
	LEDEZMA SARAI	00001	903848	284640	08/07/17	75.00
					Account Total	150.00
					Department Total	184.78

County of Adams
Vendor Payment Report

<u>5015</u>	<u>PKS- Grounds Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00001	903773	284579	08/05/17	2,124.68
	UNITED POWER (UNION REA)	00001	903774	284579	08/05/17	42.10
					Account Total	2,166.78
	Water/Sewer/Sanitation					
	COLO DEPT OF PUBLIC HEALTH & E	00001	903768	284579	08/05/17	155.00
					Account Total	155.00
					Department Total	2,321.78

County of Adams
Vendor Payment Report

<u>5018</u>	<u>PKS- Natural Resources Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	PEDRUCCI MARC R	00001	903767	284579	08/05/17	<u>101.22</u>
					Account Total	<u>101.22</u>
					Department Total	<u><u>101.22</u></u>

County of Adams
Vendor Payment Report

<u>5012</u>	<u>PKS- Regional Complex</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00001	903770	284579	08/05/17	896.47
	UNITED POWER (UNION REA)	00001	903771	284579	08/05/17	38.62
	UNITED POWER (UNION REA)	00001	903772	284579	08/05/17	30.09
					Account Total	<u>965.18</u>
	Operating Supplies					
	G & K SERVICES	00001	903765	284579	08/05/17	199.42
					Account Total	<u>199.42</u>
					Department Total	<u><u>1,164.60</u></u>

County of Adams
Vendor Payment Report

<u>1082</u>	<u>PLN- Development Review</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	EAGLE VIEW ADULT CENTER	00001	904012	284811	08/09/17	<u>225.00</u>
					Account Total	<u>225.00</u>
					Department Total	<u><u>225.00</u></u>

County of Adams
Vendor Payment Report

<u>13</u>	<u>Road & Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	BRANNAN SAND & GRAVEL COMPANY	00013	903795	284609	08/07/17	825.33
	BRANNAN SAND & GRAVEL COMPANY	00013	903796	284609	08/07/17	511.27
	BRANNAN SAND & GRAVEL COMPANY	00013	903797	284609	08/07/17	123.00
	BRANNAN SAND & GRAVEL COMPANY	00013	903798	284609	08/07/17	129.15
	OUTTA CONTROL DESIGNS	00013	903800	284609	08/07/17	4,607.99
	UTILITY NOTIFICATION CENTER OF	00013	903799	284609	08/07/17	174.00
	W L CONTRACTORS INC	00013	903801	284609	08/07/17	6,718.80
					Account Total	13,089.54
					Department Total	13,089.54

County of Adams
Vendor Payment Report

<u>94</u>	<u>Sheriff Payables</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Brain Trust					
	COLO DEPT OF HUMAN SERVICES	00094	903737	284419	08/03/17	4,035.00
					Account Total	4,035.00
	Family Friendly Fee					
	COLO JUDICIAL DEPT	00094	903738	284419	08/03/17	362.00
					Account Total	362.00
	State Surcharge					
	CLERK OF THE COUNTY COURT	00094	903739	284419	08/03/17	5,172.00
					Account Total	5,172.00
					Department Total	9,569.00

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>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	903747	284508	08/04/17	<u>45.79</u>
					Account Total	<u>45.79</u>
					Department Total	<u><u>45.79</u></u>

County of Adams
Vendor Payment Report

<u>2014</u>	<u>Sheriff-Professional Standards</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	903748	284508	08/04/17	<u>266.61</u>
					Account Total	<u>266.61</u>
					Department Total	<u><u>266.61</u></u>

County of Adams
Vendor Payment Report

<u>2008</u>	<u>SHF - Training Academy</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	903747	284508	08/04/17	1.37
					Account Total	1.37
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	903543	284299	08/02/17	404.20
					Account Total	404.20
	Special Events					
	SAMS CLUB	00001	903546	284299	08/02/17	141.62
					Account Total	141.62
					Department Total	547.19

County of Adams
Vendor Payment Report

<u>2011</u>	<u>SHF- Admin Services Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	SPECIAL OLYMPICS OF COLO IN AD	00001	903746	284508	08/04/17	850.00
					Account Total	850.00
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	903747	284508	08/04/17	161.05
	TOSHIBA BUSINESS SOLUTIONS	00001	903747	284508	08/04/17	144.37
					Account Total	305.42
	Mileage Reimbursements					
	PFEFFER CRISTINA	00001	903545	284299	08/02/17	54.57
					Account Total	54.57
	Operating Supplies					
	ARAMARK REFRESHMENT SERVICES	00001	903741	284508	08/04/17	162.97
	DS WATERS OF AMERICA INC	00001	903544	284299	08/02/17	127.40
					Account Total	290.37
	Other Communications					
	VERIZON WIRELESS	00001	903748	284508	08/04/17	382.56
					Account Total	382.56
	Special Events					
	SAMS CLUB	00001	903546	284299	08/02/17	951.46
	SAMS CLUB	00001	903546	284299	08/02/17	59.51
					Account Total	1,010.97
	Travel & Transportation					
	SPECIAL OLYMPICS OF COLO IN AD	00001	903746	284508	08/04/17	1,661.76
					Account Total	1,661.76
					Department Total	<u>4,555.65</u>

County of Adams
Vendor Payment Report

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	903748	284508	08/04/17	<u>199.08</u>
					Account Total	<u>199.08</u>
					Department Total	<u><u>199.08</u></u>

County of Adams
Vendor Payment Report

<u>2075</u>	<u>SHF- Commissary Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	903747	284508	08/04/17	113.96
					Account Total	113.96
	Other Communications					
	CENTURY LINK	00001	903542	284299	08/02/17	412.83
					Account Total	412.83
					Department Total	526.79

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>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	903747	284508	08/04/17	<u>165.07</u>
					Account Total	<u>165.07</u>
					Department Total	<u><u>165.07</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>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	903747	284508	08/04/17	531.12
	TOSHIBA BUSINESS SOLUTIONS	00001	903747	284508	08/04/17	433.11
					Account Total	964.23
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	903743	284508	08/04/17	22.70
	DS WATERS OF AMERICA INC	00001	903744	284508	08/04/17	78.20
	DS WATERS OF AMERICA INC	00001	903745	284508	08/04/17	513.64
	SUMMIT FOOD SERVICE LLC	00001	903640	284299	08/02/17	138.20
	SUMMIT FOOD SERVICE LLC	00001	903641	284299	08/02/17	122.94
	SUMMIT FOOD SERVICE LLC	00001	903642	284299	08/02/17	382.63
	SUMMIT FOOD SERVICE LLC	00001	903643	284299	08/02/17	21.20
	SUMMIT FOOD SERVICE LLC	00001	903644	284299	08/02/17	159.88
					Account Total	1,439.39
	Other Communications					
	VERIZON WIRELESS	00001	903748	284508	08/04/17	292.99
					Account Total	292.99
					Department Total	2,696.61

County of Adams
Vendor Payment Report

<u>2072</u>	<u>SHF- Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	903748	284508	08/04/17	<u>29.27</u>
					Account Total	<u>29.27</u>
					Department Total	<u><u>29.27</u></u>

County of Adams
Vendor Payment Report

<u>2010</u>	<u>SHF- MIS Unit</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	903748	284508	08/04/17	<u>62.44</u>
					Account Total	<u>62.44</u>
					Department Total	<u><u>62.44</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>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	903747	284508	08/04/17	77.64
					Account Total	77.64
	Minor Equipment					
	VERIZON WIRELESS	00001	903748	284508	08/04/17	297.46
					Account Total	297.46
	Other Communications					
	VERIZON WIRELESS	00001	903748	284508	08/04/17	774.18
					Account Total	774.18
					Department Total	<u>1,149.28</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>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	903747	284508	08/04/17	126.60
					Account Total	126.60
	Other Communications					
	VERIZON WIRELESS	00001	903748	284508	08/04/17	40.01
					Account Total	40.01
					Department Total	166.61

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>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	903747	284508	08/04/17	38.88
					Account Total	38.88
	Other Communications					
	VERIZON WIRELESS	00001	903748	284508	08/04/17	152.09
					Account Total	152.09
					Department Total	190.97

County of Adams
Vendor Payment Report

<u>2024</u>	<u>SHF- Volunteer Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	COLO STATE SHERIFFS POSSE ASSN	00001	903742	284508	08/04/17	<u>25.00</u>
					Account Total	<u>25.00</u>
					Department Total	<u><u>25.00</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>
	Debris Removal					
	A & E TIRE INC	00013	903692	284385	08/03/17	77.50
					Account Total	77.50
	Dust Abatement					
	WAYNE A MITCHELL LLC	00013	903690	284385	08/03/17	2,961.00
					Account Total	2,961.00
	Other Communications					
	SPRINT	00013	903695	284385	08/03/17	37.99
					Account Total	37.99
	Other Professional Serv					
	DAVEY TREE EXPERT CO	00013	903879	284385	08/07/17	860.00
					Account Total	860.00
	Road Oil					
	COBITCO INC	00013	903693	284385	08/03/17	107.80
					Account Total	107.80
	Vehicle Repair & Maint					
	WAGNER RENTS INC	00013	903691	284385	08/03/17	5,538.86
					Account Total	5,538.86
	Water/Sewer/Sanitation					
	PREMIER PORTABLES	00013	903689	284385	08/03/17	460.00
					Account Total	460.00
					Department Total	<u>10,043.15</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	903790	284601	08/07/17	<u>154.08</u>
					Account Total	<u>154.08</u>
					Department Total	<u><u>154.08</u></u>

County of Adams
Vendor Payment Report

<u>97800</u>	<u>Wagner-Peyser</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	BERNAL JUAN FELIPE	00035	903560	284300	07/31/17	41.73
	MARTINEZ MARTHA	00035	903583	284300	07/31/17	11.77
	MCBOAT GREG	00035	903587	284300	07/31/17	51.36
	PARRA ALDO	00035	903602	284300	07/31/17	369.69
	RODRIGUEZ SONIA	00035	903614	284300	07/31/17	116.63
	SANTINO HEATHER	00035	903615	284300	07/31/17	23.01
					Account Total	614.19
					Department Total	614.19

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>
	Airport Materials & Supplies					
	UNIVAR USA INC	00044	903391	284059	07/31/17	652.74
	UNIVAR USA INC	00044	903494	284059	07/31/17	200.00-
					Account Total	452.74
	Laboratory Analysis					
	COLO ANALYTICAL LABORATORY	00044	903435	284059	07/31/17	35.00
	COLO ANALYTICAL LABORATORY	00044	903734	284415	08/01/17	17.50
					Account Total	52.50
					Department Total	505.24

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					
	COMPUTER SYSTEMS DESIGN	00035	903988	284803	08/09/17	<u>4,800.00</u>
					Account Total	<u>4,800.00</u>
					Department Total	<u><u>4,800.00</u></u>

County of Adams
Vendor Payment Report

<u>99600</u>	<u>WBC Admin Pool</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	AGUINIGA CAROL	00035	903558	284300	07/31/17	9.10
	MCBOAT GREG	00035	903587	284300	07/31/17	10.70
					Account Total	<u>19.80</u>
					Department Total	<u><u>19.80</u></u>

County of Adams
Vendor Payment Report

<u>99806</u>	<u>WIOA & Wag/Pey Shared Prog Cst</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	PARRIOTT JOEL	00035	903605	284300	07/31/17	109.14
	POST REBECCA	00035	903613	284300	07/31/17	79.72
					Account Total	188.86
					Department Total	188.86

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>
	Mileage Reimbursements					
	CHAVEZ BELIA P	00035	903568	284300	07/31/17	<u>28.89</u>
					Account Total	<u>28.89</u>
					Department Total	<u><u>28.89</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>
	Clnt Trng-Work Experience					
	CENTRAL COLO AREA HEALTH EDUCA	00035	903520	284284	08/02/17	1,500.00
	CENTRAL COLO AREA HEALTH EDUCA	00035	903521	284284	08/02/17	1,500.00
	CENTRAL COLORADO AHEC	00035	903522	284284	08/02/17	1,500.00
	CENTRAL COLORADO AHEC	00035	903523	284284	08/02/17	1,500.00
					Account Total	6,000.00
	Mileage Reimbursements					
	AGUINIGA CAROL	00035	903558	284300	07/31/17	24.61
	CLARK RYNE	00035	903571	284300	07/31/17	47.08
	ELLIS CHARLES	00035	903574	284300	07/31/17	41.20
	KERR CRISTINE	00035	903581	284300	07/31/17	18.72
	MENDOZA MICHELLE	00035	903597	284300	07/31/17	19.79
	SCHAGER BRETT	00035	903622	284300	07/31/17	78.11
	SCHAGER BRETT	00035	903622	284300	07/31/17	167.99
					Account Total	397.50
	Supp Svcs-Incentives					
	LICON ELISHA	00035	903524	284284	08/02/17	50.00
	MANDUJANO VICTOR	00035	903638	284284	08/02/17	100.00
					Account Total	150.00
					Department Total	6,547.50

County of Adams
Vendor Payment Report

<u>97400</u>	<u>WIOA YOUTH YOUNGER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Clnt Trng-Work Experience					
	CENTRAL COLO AREA HEALTH EDUCA	00035	903519	284284	08/02/17	1,500.00
					Account Total	1,500.00
	Mileage Reimbursements					
	AGUINIGA CAROL	00035	903558	284300	07/31/17	25.14
	SCHAGER BRETT	00035	903622	284300	07/31/17	16.05
					Account Total	41.19
					Department Total	1,541.19

County of Adams
Vendor Payment Report

<u>98050</u>	<u>WIOA 25% ENHANCED DLW PROGRAM</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	GONZALEZ JEANETTE	00035	903577	284300	07/31/17	<u>20.33</u>
					Account Total	<u>20.33</u>
					Department Total	<u><u>20.33</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>
	Mileage Reimbursements					
	AGUINIGA CAROL	00035	903558	284300	07/31/17	20.87
	CLARK RYNE	00035	903571	284300	07/31/17	35.85
	ELLIS CHARLES	00035	903574	284300	07/31/17	20.86
	KERR CRISTINE	00035	903581	284300	07/31/17	9.10
	MCGIRR RITA	00035	903592	284300	07/31/17	16.05
	MENDOZA MICHELLE	00035	903597	284300	07/31/17	16.59
	SCHAGER BRETT	00035	903622	284300	07/31/17	43.87
					Account Total	163.19
					Department Total	163.19

County of Adams
Vendor Payment Report

Grand Total 1,371,863.84

**MINUTES OF COMMISSIONERS' PROCEEDINGS FOR
TUESDAY, AUGUST 15, 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 Mary Hodge, unanimously carried.

4. AWARDS AND PRESENTATIONS (09:08 AM)

5. PUBLIC COMMENT (09:08 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 (09:09 AM)

A. 17-590 List of Expenditures Under the Dates of July 31 - August 3, 2017

B. 17-599 Minutes of the Commissioners' Proceedings from August 8, 2017

C. 17-562 Resolution Accepting a Deed from Remembrance Management, LLC to Adams County Conveying a Permanent Utility Easement for Public Utility Purposes (File was approved by ELT)

D. 17-566 Resolution of the Board of County Commissioners of the County of Adams, Colorado Acknowledging and Approving the Holding of a Public Hearing on the Plan of Finance, the Issuance by the Housing Authority of the County of Adams, State of Colorado of those certain not to exceed \$19,000,000 Multifamily Housing Revenue Bonds (Baker School Apartments Project) Series 2017 (the "Bonds") and the use of the Proceeds of the Bonds to Finance the Acquisition, Construction, Equipping, Renovation, and Rehabilitation of the Multifamily Housing Apartment Complex known as Baker School Apartments by Baker School Holdings LLLP (File was approved by ELT)

E. 17-567 Resolution Approving the Adams County Human Services Department Title IV-E Waiver Demonstration Project Memorandum of Understanding between Adams County and the Colorado Department of Human Services (File was approved by ELT)

F. 17-570 Resolution Approving the Agreement between Adams County and Adams 12 Five Star Schools to Provide Health First Colorado Application Processing (File was approved by ELT)

G. 17-571 Resolution Approving the County Incentive Contract Amendment No. 3 between Adams County and the State of Colorado through the Colorado Department of Health Care Policy and Financing (HCPF) (File was approved by ELT)

- H. 17-572 Resolution Approving Agreement Number 17-05.15 between Adams County and the Urban Drainage & Flood Control District Regarding Acquisition of the Willow Bay Property along the South Platte River in Adams County (File was approved by ELT)
- I. 17-578 Resolution Approving Memorandum of Understanding between Adams County and Time to Change, Inc. for Correctional Treatment Funds (CTF) for the 2017-2018 State Fiscal Year (File was approved by ELT)
- J. 17-580 Resolution Approving Memorandum of Understanding between Adams County and Time to Change, Inc. for Facility Payments for the 2017-2018 State Fiscal Year (File was approved by ELT)
- K. 17-581 Resolution Approving Contract EX17003 between Adams County and the Denver Regional Council of Governments ("DRCOG") for the A-Lift Community Transit Program (File was approved by ELT)

Motion to Approve 6. CONSENT CALENDAR Moved by Mary Hodge, seconded by Erik Hansen, unanimously carried.

7. NEW BUSINESS

A. COUNTY MANAGER

- 1. 17-584 Resolution Approving Amendment One to the Agreement between Adams County and Time to Change, Inc., for the Adams County Opportunity Center Lease (File was approved by ELT) (09:09 AM)

Motion to Approve 1. 17-584 Resolution Approving Amendment One to the Agreement between Adams County and Time to Change, Inc., for the Adams County Opportunity Center Lease

(File was approved by ELT) Moved by Steve O'Doriso, seconded by Erik Hansen, unanimously carried.

- 2. 17-583 Resolution Approving the Notice of Renewal to the Agreement between Adams County and Time to Change, Inc., for Community Corrections Program Services (File was approved by ELT)

Motion to Approve 2. 17-583 Resolution Approving the Notice of Renewal to the Agreement between Adams County and Time to Change, Inc., for Community Corrections Program Services

(File was approved by ELT) Moved by Steve O'Doriso, seconded by Erik Hansen, unanimously carried.

- 3. 17-588 Resolution Approving a Purchase Order for the Consolidation of Maintenance Agreements from Accela, Inc. (File was approved by ELT) (09:14 AM)

Motion to Approve 3. 17-588 Resolution Approving a Purchase Order for the Consolidation of Maintenance Agreements from Accela, Inc.

(File was approved by ELT) Moved by Mary Hodge, seconded by Steve O'Doriso, unanimously carried.

- 4. 17-605 Resolution Awarding an Agreement to Straight Line Sawcutting Incorporated for Countywide Parking Lot Repairs (File was approved by ELT) (09:15 AM)

Motion to Approve 4. 17-605 Resolution Awarding an Agreement to Straight Line Sawcutting Incorporated for Countywide Parking Lot Repairs

(File was approved by ELT) Moved by Mary Hodge, seconded by Charles "Chaz" Tedesco, unanimously carried.

B. COUNTY ATTORNEY (09:20 AM)

- 1. 17-602 Intergovernmental Agreement Among the Board of County Commissioners of the County of Adams, the City of Aurora and the Aerotropolis Area Coordinating Metropolitan District Establishing the Aerotropolis Regional Transportation Authority

(File was approved by ELT)

No motion required. (09:20 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 (09:27 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 Steve O'Dorisio, unanimously carried.

9. 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 (09:28 AM)

Motion to Approve 9. 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 Moved by Steve O'Dorisio, seconded by Charles "Chaz" Tedesco, unanimously carried.

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 Noise Issues at Denver International Airport

Motion to Approve 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 Noise Issues at Denver International Airport Moved by Steve O'Dorisio, seconded by Mary Hodge, unanimously carried.

10. LAND USE HEARINGS (09:29 AM)

A. Cases to be Heard

1. 17-597 PLN2017-00022 Regulation Amendments (File was approved by ELT) (09:29 AM)

Motion to Approve 1. 17-597 PLN2017-00022 Regulation Amendments (File was approved by ELT) Moved by Charles "Chaz" Tedesco, seconded by Mary Hodge, unanimously carried.

2. 17-596 RCU2016-00040 Imboden II Solar Extension (File was approved by ELT) (09:46 AM)

Motion to Approve 2. 17-596 RCU2016-00040 Imboden II Solar Extension (File was approved by ELT) Moved by Charles "Chaz" Tedesco, seconded by Steve O'Dorisio, unanimously carried.

Commissioner Hansen was excused.

3. 17-600 RCU2016-00041 Imboden III Solar (File was approved by ELT) (09:54 AM)

Motion to Approve 3. 17-600 RCU2016-00041 Imboden III Solar (File was approved by ELT) Moved by Steve O'Dorisio, seconded by Mary Hodge, unanimously carried.

Re-opening case RCU2016-00040 Imboden II Solar Extension

Motion to Approve Re-opening case RCU2016-00040 Imboden II Solar Extension Moved by Charles "Chaz" Tedesco, seconded by Steve O'Dorisio, unanimously carried.

RCU2016-00040 Imboden II Solar Extension

Motion to Approve RCU2016-00040 Imboden II Solar Extension with an amendment to the timeline Moved by Charles "Chaz" Tedesco, seconded by Mary Hodge, unanimously carried.

11. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 22, 2017
SUBJECT: Resolution Request Cancellation of Property Taxes per C.R.S. §39-10-114(2)(a)
FROM: Gina Maldonado
AGENCY/DEPARTMENT: Treasurer'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 cancellation of property taxes that have been deemed to be uncollectible by the Treasurer due to the property being sold 'Free and Clear of all liens'.

BACKGROUND:

NW Transport sold property to RLR Investments LLC 'Free and Clear of all liens' per Bankruptcy Case No. B-99-5861-ECF-SSC.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Treasurer's Office

ATTACHED DOCUMENTS:

Statement of Taxes
Copy of Deed
Copy of Bankruptcy Documentation
Back up documentation from Assessor's Office including notes from RealWare

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 AUTHORIZING CANCELLATION OF PROPERTY TAXES

WHEREAS, the Adams County Treasurer has informed the Board of County Commissioners that she has determined that the property taxes for tax year 1999 on account number R0110790 are uncollectible; and,

WHEREAS, the property taxes are uncollectable because the underlying property was authorized to be sold free and clear of all liens by the United States Bankruptcy Court for the District of Arizona in case number B-99-5861-ECF-SSC on December 9, 1999; and,

WHEREAS, the Treasurers' records currently reflect an amount due of \$123,636.80 plus accrued interest on account number R0110790 for tax year 1999; and,

WHEREAS, the Treasurer has requested that the Board of County Commissioners cancel the delinquent property taxes identified herein.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the delinquent property taxes for tax year 1999 on account number R0110790 are hereby cancelled.



Statement Of Taxes Due

Account Number R0110790

Parcel 0182307404009

Legal Description

SUB:NW TRANSPORT FILING NO 3 BLK:1
LOT:1

Situs Address

5601 HOLLY ST

Account: R0110790
RLR INVESTMENTS LLC
600 GILLMAN ROAD
WILMINGTON, OH 45177

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
1999	\$123,636.80	\$241,091.76	\$0.00	\$0.00	\$364,728.56
Total Tax Charge					\$364,728.56
Grand Total Due as of 07/31/2016					\$364,728.56

Tax amounts are subject to change due to endorsement, advertising, or fees.
Please call the office to confirm amount due after August 1st.

All Tax Lien Redemption payments must be made with cash or cashier's check.

Adams County Treasurer
PO Box 869
Brighton, CO 80601
720-523-6160

SPECIAL WARRANTY DEED

THIS DEED, made this _____ day of _____, 1999, between (See Attached Exhibit "A")

C0623484
12/17/1999 9:16:37
BK: 5385 PG: 0456-0458
15.00 DOC FEE
CAROL SNYDER
ADAMS COUNTY

0.00

a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, grantor, and RLR Investments L.L.C., an Ohio limited liability company

whose legal address is 600 Gilliam Road

of the City of _____ "County of Clinton" and State of Ohio, grantee(s):
Wilmington

WITNESS, that the grantor, for and in consideration of the sum of \$6,025,000.00 Six Million Twenty-Five thousand and No cents DOLLARS, 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(s) their heirs, successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the City of _____ County of Adams and State of Colorado, described as follows: Commerce

NO SEAL PROPERTY
TRANSFER DECLARATION
ACCOMPANED THIS DOCUMENT

(See Attached Exhibit "B")

NO DOC FEE REQUIRED
BQ

1173380

also known by street and number as: 5601 Holly Street and 5660 E. 56th Avenue assessor's schedule or parcel number: R0110790 0182307404009 and R0092436 0182317200002

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, 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), heirs, 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(s), heirs, 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 caused its corporate name to be hereunto subscribed by its _____ President, and its corporate seal to be hereunto affixed, attested by its _____ Secretary, the day and year first above written.

Attest: _____ Secretary, the day and year first above written.
NW TRANSPORT SERVICE, INC., a Colorado Corporation

By Harold R. Roth Sr. Vice President
HAROLD R. ROTH

STATE OF COLORADO
County of Denver

The foregoing instrument was acknowledged before this _____ day of December, 1999, by Harold R. Roth as Sr. Vice President and Secretary of NW Transport Services, Inc, a Colorado corporation.



Witness my hand and official seal,
My commission expires: 3/17/2002
Miriam E. Ellsworth
Notary Public

Name and Address of Person Creating Newly Created Legal Description (§ 38-31-706.5, C.R.S.)

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I HEREBY CERTIFY THAT THE ANNEXED INSTRUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN THE OFFICE OF THE BANKRUPTCY CLERK

DATED: 12-9-99 *L. Bailey*
AUTHORIZED DEPUTY CLERK

FILED

DEC 9 - 1999

KEVIN B. O'BRIEN, CLERK
UNITED STATES
BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

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12/17/1999 9:19:37
BK: 9985 PG: 0459-0461
15.00 DOC FEE:
CAROL SNYDER
ADAMS COUNTY

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

<p>In re: NATIONS WAY TRANSPORT SERVICE, INC., Debtor.</p>	<p>Proceedings Under Chapter 11 Case No. B-99-5861-ECF-SSC ✓ Case No. B-99-5862-ECF-SSC ✓</p>
<p>In re: NW TRANSPORT SERVICE, INC., Debtor.</p>	<p>Case No. B-99-5863-ECF-SSC ✓</p>
<p>In re: SALT LAKE TRANSFER COMPANY, Debtor.</p>	<p>JOINTLY ADMINISTERED AMENDED ORDER AUTHORIZING AND APPROVING SALE OF DEBTOR'S REAL PROPERTY AND IMPROVEMENTS THEREON, AND CERTAIN PERSONAL PROPERTY RELATED THERETO, LOCATED IN COMMERCE CITY (DENVER), COLORADO</p>

Upon consideration of the (i) "Motion for Order Authorizing and Approving Sale of Debtor's Real Property and Improvements Thereon Located in Commerce City (Denver) Colorado" ("Motion to Sell") filed by N.W. Transport Service, Inc. ("NWT" or "Debtor"), and (ii) the auction sale hearing regarding approval of the Motion to Sell conducted, pursuant to 11 U.S.C. §363, on September 7, 1999 (the "§363 Sale"); it appearing that the Motion to Sell was properly

1 and all Liens. Accordingly, ownership and title to the Property, free and clear of any and all Liens,
2 shall be transferred to and vested in either the Purchaser or the Backup Purchaser, as the case may
3 be, upon consummation of the sale pursuant to the Contract or the Backup Contract, as the case
4 may be.

5 D. The Court hereby finds that the Purchaser and the Backup Purchaser are good-faith
6 purchasers within the meaning of § 363(m) of the Bankruptcy Code. Pursuant to 11 U.S.C. §363,
7 the reversal or modification on appeal of this Order shall not affect the validity of the sale of the
8 Property to either the Purchaser or the Backup Purchaser, as the case may be, unless the sale is
9 stayed pending appeal.

10 E. Neither the Purchaser nor the Backup Purchaser (in the event the Backup Purchaser
11 consummates the purchase of the Property) shall be responsible or liable for any liabilities, liens,
12 interests, damages, costs, expenses, claims or demands arising from or relating to Debtor's
13 ownership or operation of the Property prior to the date of the transfer of title to the Property
14 pursuant to the Contract or the Backup Contract, as the case may be, including without limitation,
15 any violation of any law in connection therewith.

16 F. The terms and provisions of this Order shall be binding in all respects upon the
17 Debtor, the Debtor's bankruptcy estate, the Debtor's creditors and shareholders, the Purchaser and
18 the Backup Purchaser, their respective successors and assigns, and affected third parties and their
19 respective successors and assigns.

20 G. Pursuant to 11 U.S.C. § 1146(c), the Court hereby finds that no real estate transfer
21 taxes will be payable or due to any state or local entity because of any stamp or similar tax based
22 on the sale or transfer of the Property as authorized herein.

23 SO ORDERED this 9th September,
day of September, 1999.

24 
25 Honorable Sarah Sharer Curley
United States Bankruptcy Judge

26 736969.1

*no
transfer
tax*

"EXHIBIT 3"

PARCEL 1:

LOT 1,
BLOCK 1,
NW TRANSPORT SUBDIVISION FILING NO. 3,
COUNTY OF ADAMS,
STATE OF COLORADO.

NOTE: AFFIDAVIT OF CORRECTION TO PLAT RECORDED MAY 11, 1999 IN BOOK 5749
AT PAGE 778.

PARCEL 2:

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION
17, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., BEING FURTHER DESCRIBED
AS FOLLOWS:

BEGINNING AT A POINT 33 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHWEST 1/4
OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., AND ON THE
NORTH LINE OF SAID NORTHWEST 1/4;
THENCE SOUTH, A DISTANCE OF 40 RODS;
THENCE EAST, A DISTANCE OF 18 RODS;
THENCE NORTH, A DISTANCE OF 40 RODS TO A POINT IN THE NORTH LINE OF SAID
NORTHWEST 1/4;
THENCE WEST, A DISTANCE OF 18 RODS TO THE POINT OF BEGINNING,

EXCEPT THE NORTH 35 FEET THEREOF,

COUNTY OF ADAMS,
STATE OF COLORADO.



SRFB

Entry Date
 Model, Occurrence
 Office, Entry date
 Office, Category

Office	Private?	Bldg	Category	Line	Model	Occurrence	Method	Entry Date
T	Y		TRES					28/MAR/06

Court decree recorded 12/17/99 allowed NW Transport to sell property under bankruptcy "free and clear of all liens". Keep schedule alive as we may eventually get some payment from bankruptcy court. 3/28/06

Insert
Update
Delete
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	OFFICE	PRIVATE?	BLDG	CATEGORY	MODEL	CCURANC	METHOD	
1	T	Y		Court decree recorded 12/17/99 allowed	TRES			
2	T	Y		BANKRUPTCY CHAPTER 11 NW TRANSPORT				
3	A	Y		NEW SUBD 97; FROM 182307404006				
4	A	Y		2001-CHANGED PARCEL NUMBER BE				

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I HEREBY CERTIFY THAT THE ANNEXED INSTRUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN THE OFFICE OF THE BANKRUPTCY CLERK

DATED: 12-9-99 L. Bailey
AUTHORIZED DEPUTY CLERK



FILED

DEC 9 - 1999

KEVIN E. O'BRIEN, CLERK
UNITED STATES
BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

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C0623485
12/17/1999 9:18:37
BK: 5985 PG: 0459-0461
15.00 DOC FEE:
CAROL SNYDER
ADAMS COUNTY

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

<p>In re: NATIONS WAY TRANSPORT SERVICE, INC., Debtor.</p>	<p>Proceedings Under Chapter 11 Case No. B-99-5861-ECF-SSC ✓ Case No. B-99-5862-ECF-SSC ✓</p>
<p>In re: NW TRANSPORT SERVICE, INC., Debtor.</p>	<p>Case No. B-99-5863-ECF-SSC ✓</p>
<p>In re: SALT LAKE TRANSFER COMPANY, Debtor.</p>	<p>JOINTLY ADMINISTERED AMENDED ORDER AUTHORIZING AND APPROVING SALE OF DEBTOR'S REAL PROPERTY AND IMPROVEMENTS THEREON, AND CERTAIN PERSONAL PROPERTY RELATED THERETO, LOCATED IN COMMERCE CITY (DENVER), COLORADO</p>

Upon consideration of the (i) "Motion for Order Authorizing and Approving Sale of Debtor's Real Property and Improvements Thereon Located in Commerce City (Denver) Colorado" ("Motion to Sell") filed by N.W. Transport Service, Inc. ("NWT" or "Debtor"), and (ii) the auction sale hearing regarding approval of the Motion to Sell conducted, pursuant to 11 U.S.C. §363, on September 7, 1999 (the "§363 Sale"); it appearing that the Motion to Sell was properly

1 noticed and that there have been no objections to such motion; it appearing that RLR Investments
2 L.L.C. ("Purchaser") was the highest and best bidder at the §363 Sale and that American
3 Freightways Corporation ("Backup Purchaser") was the second highest bidder at the § 363 Sale
4 and agreed to be a back-up purchaser in the event the sale to the Purchaser fails to close; and good
5 cause appearing therefor;

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

7 A. The Debtor is hereby authorized to sell its real property and improvements thereon,
8 and certain personal property related thereto, located generally at 5601 Holly Street, Commerce
9 City, Colorado and 5660 East 56th Avenue, Commerce City, Colorado (collectively, the
10 "Property"), free and clear of any and all claims, liens, encumbrances and interests (hereinafter,
11 collectively "Liens") pursuant to 11 U.S.C. § 363, to RLR Investments L.L.C. ("Purchaser") for
12 the sum of \$6,025,000.00 and pursuant to the terms and conditions of a mutually agreeable Real
13 Estate Purchase Contract between the Debtor and the Purchaser in a form substantially similar to
14 the Contract attached to the Motion to Sell ("Contract").

15 B. In the event the Debtor and Purchaser fail to consummate the sale of the Property
16 within the time period prescribed in the Contract, the Debtor is authorized the sell the Property,
17 free and clear of any and all Liens pursuant to 11 U.S.C. § 363, to American Freightways
18 Corporation ("Backup Purchaser") for the sum of \$6,000,000.00 and pursuant to the terms and
19 conditions of a mutually agreeable Real Estate Purchase Contract between the Debtor and the
20 Backup Purchaser in a form substantially similar to the Contract attached to the Motion to Sell
21 ("Backup Contract"). The Backup Purchaser's offer to purchase the Property is contingent upon
22 the Backup Purchaser's conduct of certain due diligence for a period of sixty (60) days following
23 the Effective Date of the Backup Contract, as defined in the Backup Contract.

24 C. Pursuant to 11 U.S.C. §363, any and all Liens encumbering the Property shall be
25 deemed to attach to the proceeds of the sale of the Property, and the sale of the Property to either
26 the Purchaser or the Backup Purchaser shall be, and hereby is, deemed to be free and clear of any

1 and all Liens. Accordingly, ownership and title to the Property, free and clear of any and all Liens,
2 shall be transferred to and vested in either the Purchaser or the Backup Purchaser, as the case may
3 be, upon consummation of the sale pursuant to the Contract or the Backup Contract, as the case
4 may be.

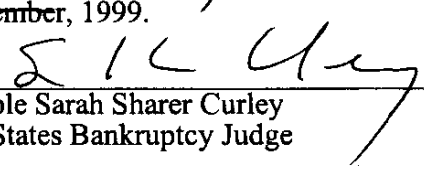
5 D. The Court hereby finds that the Purchaser and the Backup Purchaser are good-faith
6 purchasers within the meaning of § 363(m) of the Bankruptcy Code. Pursuant to 11 U.S.C. §363,
7 the reversal or modification on appeal of this Order shall not affect the validity of the sale of the
8 Property to either the Purchaser or the Backup Purchaser, as the case may be, unless the sale is
9 stayed pending appeal.

10 E. Neither the Purchaser nor the Backup Purchaser (in the event the Backup Purchaser
11 consummates the purchase of the Property) shall be responsible or liable for any liabilities, liens,
12 interests, damages, costs, expenses, claims or demands arising from or relating to Debtor's
13 ownership or operation of the Property prior to the date of the transfer of title to the Property
14 pursuant to the Contract or the Backup Contract, as the case may be, including without limitation,
15 any violation of any law in connection therewith.

16 F. The terms and provisions of this Order shall be binding in all respects upon the
17 Debtor, the Debtor's bankruptcy estate, the Debtor's creditors and shareholders, the Purchaser and
18 the Backup Purchaser, their respective successors and assigns, and affected third parties and their
19 respective successors and assigns.

20 G. Pursuant to 11 U.S.C. § 1146(c), the Court hereby finds that no real estate transfer
21 taxes will be payable or due to any state or local entity because of any stamp or similar tax based
22 on the sale or transfer of the Property as authorized herein.

23 SO ORDERED this 9th day of September, 1999.

24 
25 Honorable Sarah Sharer Curley
26 United States Bankruptcy Judge

756969.1

no transfer tax



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 22nd, 2017
SUBJECT: Agreement for Purchase for Littlefield Conservation Easement
FROM: Nathan Mosley & Aaron Clark
AGENCY/DEPARTMENT: Parks & Open Space
HEARD AT STUDY SESSION ON: August 15, 2017
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the Agreement for Purchase between the County and the Trust for Public Land for a conservation easement on the Littlefield Property.

BACKGROUND:

Adams County Parks wishes to purchase a conservation easement on the Littlefield property. The property is approximately 31 acres, situated along Riverdale Road north of the Adams County Regional Park. The Littlefield property is immediately adjacent to the Van Scoyk property, which Adams County purchased in fee in April 2016. This easement will ensure that the Littlefield family will continue to own the property, and that active agriculture will continue. The easement also ensures that the property's water rights, which are some of the oldest on the South Platte River, will remain with the property. The landowner is not interested in selling the property at present and a conservation easement purchase is the only way to preserve the property and water rights currently. However, the landowner has agreed to grant the county a perpetual First Right of Refusal on the property so that we could match any offer for purchase of the property in the future and potentially acquire the property in fee.

We are working with the Trust for Public Land (TPL) to accomplish the transaction. TPL has helped the County on many land preservation projects, including the recently concluded Willow Bay purchase. Parks must execute a Purchase and Sale Agreement with TPL to finalize the details of the Littlefield transaction. The conservation easement was recently appraised at \$938,000 (the value is mostly attributable to the senior water rights). Due diligence items (appraisal, environmental reports) will bring the total cost up to \$960,500. Due to an urgent timeframe on the part of the property owner, Parks would like to purchase the easement now, and apply for Open Space grant funding to reimburse \$450,000 during the fall grant cycle.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Parks & Open Space
The Trust for Public Land

ATTACHED DOCUMENTS:

Agreement for Purchase of Conservation Easement
Resolution to Accept Agreement for Purchase of Conservation Easement

FISCAL IMPACT:

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

Fund: 27

Cost Center: 6107

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>0</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	9010	61071705	\$960,500
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u></u>

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

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

Additional Note:

**RESOLUTION APPROVING AN AGREEMENT BETWEEN ADAMS COUNTY
AND THE TRUST FOR PUBLIC LAND FOR PURCHASE OF CONSERVATION
EASEMENT ON THE LITTLEFIELD PROPERTY**

WHEREAS, Adams County (County), in partnership with The Trust for Public Land (TPL), wishes to obtain a Conservation Easement on the Littlefield Property; and,

WHEREAS, Amy and Jeff Dill wish to grant a Conservation Easement on the Littlefield Property to the County; and,

WHEREAS, TPL has a fully executed contract for purchase of a Conservation Easement with Amy and Jeff Dill; and,

WHEREAS, the County wishes to purchase the Conservation Easement for the Littlefield property from TPL, the terms of which are described in the attached Agreement for Purchase of Conservation Easement – Littlefield Property; and,

WHEREAS, Parks and Open Space Department staff is knowledgeable about the terms of the purchase and is able to attend the scheduled closing for the Conservation Easement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Agreement between Adams County and the Trust for Public Land for Purchase of Conservation Easement on the Littlefield Property, a copy of which is attached hereto and incorporated herein by this reference, is approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is authorized to execute said Agreement for Purchase of Conservation Easement on behalf of Adams County.

BE IT FURTHER RESOLVED that Adams County hereby authorizes the expenditure of funds necessary to meet terms and obligations of said Agreement for Purchase of Conservation Easement.

BE IT FURTHER RESOLVED that Parks & Open Space Department staff is authorized to attend the closing for the Conservation Easement and to execute customary closing documents in connection therewith.

AGREEMENT FOR PURCHASE OF CONSERVATION EASEMENT
(Littlefield-Dill Conservation Easement)

THIS AGREEMENT FOR PURCHASE OF CONSERVATION EASEMENT (this “Agreement”) is made as of this ____ day of July, 2017, by and between THE TRUST FOR PUBLIC LAND, a nonprofit California public benefit corporation authorized to do business in Colorado (“TPL”), and ADAMS COUNTY, COLORADO, a political subdivision of the State of Colorado (the “County”).

RECITALS

A. TPL has entered into a contract (the “Contract”) with a private land owner (“Landowner”) to purchase a deed of conservation easement (“Conservation Easement”) over a certain parcel of real property, consisting of 174 acres, more or less, located in Adams County, Colorado, more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “Property”).

B. Contingent upon TPL’s purchase of the Conservation Easement from Landowner, TPL desires to have the Conservation Easement conveyed to the County by direct deed from Landowner, and the County desires to purchase the Conservation Easement from TPL.

C. The County has had full opportunity to review title to the Property and is fully satisfied with the title as reflected in that ALTA Commitment for the issuance of title insurance dated June 28, 2017 by Land Title Guarantee Company as Order No. ABN70524185-2.

D. The County has had full opportunity to review the environmental condition of the Property as set forth in that certain Phase 1 Environmental Assessment performed by _____ and dated July ____, 2017, and is fully satisfied therewith.

E. The County has had full opportunity to conduct any and all inspections of the Property, and the Conservation Easement, that it has desired to undertake and has no objections to the status or condition of the Property, or any improvements located thereon, or the Conservation Easement, and accepts the Conservation Easement over the Property in the condition in which it is currently and subject to all matters of record.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties desire to be bound as follows:

1. INCORPORATION OF RECITALS. The Recitals set forth above are incorporated herein by reference.

2. CONSIDERATION. TPL will sell the Conservation Easement to the County and the County will buy the Conservation Easement from TPL for a purchase price payable in cash of Nine Hundred Thousand Dollars and No Cents (\$900,000.00), the fair market value of the Conservation Easement (the “Acquisition Amount”), as determined by the Appraisal Report prepared by Hegarty and Gerken Appraisers, Inc. with a valuation date of _____,

approved by the County and its funding partners. The County will also pay all escrow, closing, and other transaction costs for its acquisition of the Conservation Easement.

3. CONVEYANCE OF CONSERVATION EASEMENT. At Closing (defined below), TPL will cause the Conservation Easement to be transferred to the County directly from Landowner, in substantially the form of Exhibit B attached hereto, subject to all matters of record.

4. CLOSING.

(a) The consummation of this transaction (the “Closing”) will occur at the offices of the Land Title Guarantee Company, 3033 E. 1st Ave., Denver, CO on or before August 15, 2017, or such other date as the parties mutually agree to in writing.

(b) The County will pay all closing costs, including: (i) the escrow fee; (ii) all documentary tax, sales tax, or real property transfer tax, if applicable; and (iii) the premium for the County’s title policy.

(c) The County will pay an additional amount not to exceed \$25,000.00, as a reimbursement to TPL of its appraisal, other due diligence and similar expenses, incurred for the benefit of TPL and the County.

(d) Each party will pay its own attorneys’ fees and similar staffing costs.

5. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement.

6. BINDING ON SUCCESSORS. This Agreement is binding not only upon the parties but also upon their heirs, personal representatives, assigns, and other successors in interest.

7. ADDITIONAL DOCUMENTS. TPL and County will execute such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement.

8. ENTIRE AGREEMENT; MODIFICATION. This Agreement constitutes the entire contract between the TPL and County as to the purchase and acquisition of the Conservation Easement by the County and no modification hereof will be binding unless in writing and signed by both parties.

9. SEVERABILITY. Each provision of this Agreement is severable from any and all other provisions of this Agreement. If any provision of this Agreement is for any reason unenforceable, the balance will nonetheless be of full force and effect.

10. AS-IS SALE; RELEASE.

(a) The conveyance of the Conservation Easement to the County is AS-IS, WHERE IS, WITHOUT REPRESENTATION, EXPRESS OR IMPLIED, AND EXPRESSLY

DISCLAIMING ANY WARRANTY AS TO THE MERCHANTABILITY OF THE PROPERTY INTEREST OR ITS FITNESS FOR A PARTICULAR PURPOSE.

11. COUNTERPARTS/SCANNED SIGNATURES. This Agreement may be signed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement and any amendment hereto as the parties may in the future agree to may be executed and communicated by email or facsimile transmission, which will have the force and effect of binding and obligating the party thereto, without the need to further transmission of the original signature.

12. CONDITIONS TO CLOSING. TPL's performance of its obligations under this Agreement is subject to and contingent upon: (a) TPL's acquisition of the Conservation Easement from Landowner; (b) TPL obtaining approval of the transaction by TPL's Board of Directors, or a committee thereof; and (c) Final approval of the transaction by the Adams County, Colorado Board of Commissioners. If TPL does not obtain such approval, then TPL will have the right to terminate this Agreement by written notice to County, and thereafter, the parties will have no further liability to each other. The parties stipulate and agree that the County's Board or committee's determination or determinations will be final and not subject to challenge or appeal in any way.

13. SIGNAGE. After the County's acquisition of the Conservation Easement, any project signage erected on the Property shall state that: "The protection of this site was completed with the help of The Trust for Public Land, a non-profit land conservation organization." This Section 13 will survive the Closing.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective on the date of the last signature below.

COUNTY OF ADAMS

APPROVED AS TO FORM:

By: _____
_____, Chair
Adams County Board of County Commissioners

Adams County Attorney's Office

Date: _____

ATTEST:

CLERK AND RECORDER

Deputy Clerk

THE TRUST FOR PUBLIC LAND
a nonprofit California public benefit corporation

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
(Property Description)

ALL THAT PART OF THE NE1/4 SE1/4 OF SECTION 22 AND THE NW1/4 OF SW1/4 OF SECTION 23 IN TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BOUNDED ON THE EAST BY WESTERLY BOUNDARY LINE OF THE RIGHT OF WAY OF DENVER LARAMIE AND NORTHWESTERN RAILROAD, AND ON THE WEST BY EASTERLY BOUNDARY LINE OF HIGHWAY NO. 49, AND ON THE NORTH BY EAST AND WEST CENTER LINE COMMON TO SAID SECTIONS 22 AND 23, AND ON THE SOUTH BY EAST AND WEST CENTER LINE COMMON TO SE1/4 OF SAID SECTION 22 AND SW1/4 OF SAID SECTION 23, COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPT THOSE PORTIONS CONVEYED TO THE E-470 PUBLIC HIGHWAY AUTHORITY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, IN DEED RECORDED MARCH 2, 2001 UNDER RECEPTION NO. C0767703.

EXHIBIT B
Form of Conservation Easement

[To be attached]



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 22nd, 2017
SUBJECT: Deed of Conservation Easement for Littlefield Property
FROM: Nathan Mosley & Aaron Clark
AGENCY/DEPARTMENT: Parks & Open Space
HEARD AT STUDY SESSION ON: August 15th
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the Deed of Conservation Easement on the Littlefield property.

BACKGROUND:

Adams County Parks wishes to purchase a conservation easement on the Littlefield property. The property is approximately 31 acres, situated along Riverdale Road north of the Adams County Regional Park. The Littlefield property is immediately adjacent to the Van Scoyk property, which Adams County purchased in fee in April 2016. This easement will ensure that the Littlefield family will continue to own the property, and that active agriculture will continue. The easement also ensures that the property's water rights, which are some of the oldest on the South Platte River, will remain with the property. The landowner is not interested in selling the property at present and a conservation easement purchase is the only way to preserve the property and water rights currently. However, the landowner has agreed to grant the county a perpetual First Right of Refusal on the property so that we could match any offer for purchase of the property in the future and potentially acquire the property in fee.

This agenda item is specifically for the BoCC to approve the Deed of Conservation Easement, which must be signed by the BoCC. A separate agenda item to approve the Purchase Agreement for the conservation easement has also been submitted.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Parks & Open Space
The Trust for Public Land

ATTACHED DOCUMENTS:

Deed of Conservation Easement for Littlefield Property
Resolution to Accept Conservation Easement on Littlefield Property

FISCAL IMPACT:

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

Fund: 27
Cost Center: 6107

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>0</u>

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

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

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

Additional Note:

Costs for the purchase of this easement have been accounted for in the agenda item for the Purchase Agreement with the Trust for Public Land.

**RESOLUTION APPROVING A DEED OF CONSERVATION EASEMENT
BETWEEN ADAMS COUNTY AND AMY AND JEFF DILL FOR THE
LITTLEFIELD PROPERTY**

WHEREAS, Adams County wishes to protect and preserve open space along the South Platte River and in particular the Littlefield Property; and,

WHEREAS, Adams County has an agreement to purchase a Deed of Conservation Easement for the Littlefield Property from the Trust for Public Land; and,

WHEREAS, Amy and Jeff Dill wish to grant a Deed of Conservation Easement to Adams County; and,

WHEREAS, Adams County wishes to accept the Deed of Conservation Easement from Amy and Jeff Dill.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Deed of Conservation Easement between Adams County and Amy and Jeff Dill for the Littlefield Property, a copy of which is attached hereto and incorporated herein by this reference, is approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is authorized to sign the aforementioned Deed of Conservation Easement on behalf of Adams County.

Following recordation, return to:

Adams County Parks & Open Space Department
Attn: Aaron Clark
9755 Henderson Road
Brighton, CO 80601

DEED OF CONSERVATION EASEMENT FOR LITTLEFIELD / DILL PROPERTY

THIS DEED OF CONSERVATION EASEMENT is made this ____ day of _____, 2017, by AMY DILL, a married woman dealing in her sole and separate property, joined by her husband, JEFF DILL, pro forma, having an address at 4782 Mt. Evans Street, Brighton, Colorado 80601 ("Grantor"), in favor of BOARD OF COUNTY COMMISSIONERS, COUNTY OF ADAMS, STATE OF COLORADO, a political subdivision of the State of Colorado, whose legal address is 4430 South Adams County Parkway, Brighton, CO 80601 ("Grantee").

RECITALS:

A. Grantor is the sole owner in fee simple of certain real property consisting of approximately 31 acres, more or less, including sand, gravel and clay rights, in Adams County, Colorado, more particularly described in Exhibit A attached hereto and generally depicted on the map attached hereto as Exhibit B, both of which are incorporated herein by this reference (the "Property").

B. The Conservation Values set forth in Recitals B and C may hereinafter be collectively referred to as the "Conservation Values." According to Section 170(h)(4)(A) of the Internal Revenue Code and Section 1.170A-14(d) of the Treasury Regulations, the Conservation Values of a qualified conservation contribution may be for one or more of the following: to preserve land for outdoor recreation by or education of the general public; to protect relatively natural habitat of fish, wildlife or plants; to preserve open space; and to preserve historically important land or structures. The Conservation Values of the Property include relatively natural habitat and open space as further described below:

Agriculture [§ 1.170A-14(d)(4)]. The Property is located in the Riverdale Road Corridor in Adams County, where many agricultural operations have historically been located. The Property has been in active agricultural use for several generations for cattle grazing, hay, and other agricultural uses. The Property is associated with senior water rights out of the South Platte River, which are extremely valuable to agriculture and to water users downstream of the Property.

Open space [§ 1.170A-14(d)(4)]. The property qualifies as open space because it will be preserved for the scenic enjoyment of the general public, will be protected pursuant to a clearly delineated government policy, and will yield a significant public benefit.

Scenic enjoyment [§ 1.170A-14(d)(4)]. The Property adds to the scenic character of the local rural landscape in which it lies. It provides a degree of openness and contrast from the residential development of the surrounding areas. The entire Property is visible to the general public from Riverdale Road, which is open to and actively utilized by residents of Adams County and the State of Colorado.

Relatively natural habitat [§ 1.170A-14(d)(3)]. In accordance with the Internal Revenue Code (IRC) and Treasury Regulations regarding the protection of an environmental system, this Property provides a significant relatively natural habitat in which a fish, wildlife, or plant community, or similar ecosystem normally lives. Specifically, the Property is located within the South Platte River Valley, which is the major river basin for northeastern Colorado. The South Platte River serves as the primary wildlife corridor in the Denver metropolitan area. The property is primarily pasture and contains cottonwood stands used for nesting sites and riparian habitat associated with the South Platte River. The Property also serves as wildlife habitat for several species including bald eagles, wild turkeys, and deer.

Clearly delineated government policies. The conservation purposes of this Deed are recognized by, and the grant of this Deed will serve, at least and without limitation, the following clearly delineated governmental conservation policies:

- The Farmland Protection Policy Act, P.L. 97-98, 7 U.S.C. §§ 4201, et seq., the purpose of which is "to minimize the extent to which Federal programs contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses, and to assure that Federal programs are administered in a manner that, to the extent practicable, will be compatible with State, unit of local government, and private programs and policies to protect farmland;"
- The Colorado Department of Agriculture statutes, Colorado Revised Statutes § 35-3-102(a), which provides, in part, that "the soil resources and fertility of the land, and the ... prosperity of the farming population ... and the waters of the rivers ... are matters affected with a public interest."
- The Colorado Department of Agriculture statutes, Colorado Revised Statutes §35-3-102(b), provides, in part, that the "welfare of this state has been impaired ... by destruction of its soil fertility, by uneconomic use and waste of its land, by exploitation and wasteful ... use of its soil resources."
- Colorado Revised Statutes § 38-30.5-102, provides for the establishment of conservation easements to maintain land "in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural ... or other use or condition consistent with the protection of open land, environmental quality or life-sustaining ecological diversity."
- The Colorado Wildlife and Parks and Outdoor Recreation statutes, Colorado Revised Statutes § 33-1-101 and § 33-10-101, which provide, respectively, that "it is the policy of the state of Colorado that the wildlife and their environment are to

be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and its visitors" and that "it is the policy of the state of Colorado that the natural, scenic, scientific, and outdoor recreation areas of this state are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and visitors of this state."

- The Colorado Department of Transportation statutes, Colorado Revised Statutes § 43-1-401, et seq., provide that the "preservation and enhancement of the natural and scenic beauty of this state" is a substantial state interest.
- The Adams County Comprehensive Plan has within its South Platte River Corridor section two policies that are directly related to the Property. These policies are to "encourage preservation of open space, environmentally sensitive areas, and critical wildlife corridors and habitat" and to "preserve the rural character of Riverdale Road." The Adams County Open Space Plan identifies the Property as *Priority 1 (out of 5) – Critical and Resource Areas*. The Open Space Plan states that "areas of immediate concern are the private lands...along certain areas of the South Platte River" and "they should be the highest priority for conservation."

Significant public benefit. There is a foreseeable trend of residential development in the immediate vicinity of the Property. If the Property were to be sold and developed instead of being protected by an easement, there is a strong likelihood that it would contribute to a degradation of the scenic and natural character of the area. Preservation of the Property will continue to provide an opportunity for the general public to appreciate its scenic values.

C. Baseline Documentation Report. The Conservation Values of the Property, its current use and state of improvement, are described in a Baseline Inventory prepared by Grantor with the cooperation of Grantee, which report describes the present condition of the Property, and has been approved by both Grantor and Grantee (the "Baseline Inventory Report"). The report was prepared by ERO Resources, Inc. and is dated _____ and will be used by Grantee to assure that any future changes in the use of the Property will be consistent with the terms of this Deed. Grantor and Grantee have executed an acknowledgment of the Baseline Inventory Report, which indicates that the Baseline Inventory Report accurately depicts the present conditions of the Property as of the date of this Deed, and which acknowledgment is attached as Exhibit C hereto and made a part of this Deed. A copy of the Baseline Inventory Report will be maintained in the office of Grantee and by Grantor.

D. Grantors intend that the Conservation Values of the Property be preserved and protected, and that any uses that would substantially diminish or impair the Conservation Values or that otherwise would be inconsistent with the purposes of this Easement be prohibited. The parties acknowledge and agree that the current land use patterns as described in the Baseline Inventory Report, including, without limitation, those relating to farming and ranching existing at the time of this grant, do not

significantly impair or interfere with the Conservation Values and are consistent with purposes of the Easement.

E. Grantors further intend, as owners of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity.

F. Grantee is a conservation organization having among its purposes the acquisition on behalf of the public of open space, scenic, historic, agricultural and recreational lands. Grantee is a "qualified conservation organization," as defined by the United States Internal Revenue Code.

G. Grantee agrees by accepting this Easement to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this and future generations.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado, and in particular C.R.S. § 38-30.5-101 et seq., Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose of Easement and Use of Property. The purpose of this Easement is to preserve and protect the Conservation Values of the Property in perpetuity. This purpose is in accordance with §170(h) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted pursuant thereto. To achieve this Purpose, Grantor intends to convey this Deed of Conservation Easement to Grantee to ensure that the Conservation Values of the Property will be preserved and protected forever. Subject to the purpose of this Easement, Grantor and Grantee intend to permit only uses of the Property which do not substantially diminish or impair the Property's Conservation Values and to prevent any use of the Property that will substantially impair or interfere with protecting the Property's Conservation Values. It is the intention of Grantor to preserve the agricultural values, open space character, wildlife habitat, and scenic qualities of the Property. The Property may not be used for industrial activities, but may be used for other activities which are not prohibited by the terms of this Deed.

2. Incorporation of Recitals. The recitals set forth above are incorporated herein by reference as if fully set forth.

3. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

- a. Right to Protect the Conservation Values. To preserve and protect the Conservation Values of the Property;
- b. Right of Entry. To enter upon the Property at reasonable times in order to monitor Grantors' compliance with and otherwise enforce

the terms of this Easement; provided that such entry shall be upon two weeks' prior written notice to Grantor (except when emergency circumstances require immediate entry), and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property;

- c. Right to Prevent Inconsistent Activities. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and the Conservation Values; and
- d. Right to Require Restoration of Disturbed Areas. To require the restoration of such areas or features of the Property that are significantly impaired or interfered with as a result of any activity on or use of the Property that is inconsistent with preserving the Conservation Values described in this Easement and to require the cessation and removal of conflicting uses.
- e. Right of Review. If any use or activity proposed for the Property by Grantor is different from the uses or activities on the Property existing on the date of this Easement, or if any use or activity proposed for the Property by Grantor requires Grantee's Review and Approval, the parties shall follow the procedures set forth in Paragraph 6 herein.

4. Prohibited Uses. Grantor shall not perform or knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the purposes of this Easement, the Conservation Values or the covenants herein. Grantor hereby authorizes Grantee to enforce these covenants in the manner described below. Grantor understands that nothing in this Deed relieves them of any obligation or restriction on the use of the Property imposed by law. Except if otherwise permitted herein, any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

a. Subdivision. Any division or subdivision of title to the Property, whether by physical or legal process, is prohibited. No division shall be permitted on the basis of the Property being composed of one or more parcels; all such parcels shall be deemed to be united and indivisible per this Paragraph 4.a.

b. Timber Harvesting. No timber harvesting shall be permitted except as expressly permitted by the terms of this Easement.

c. Mining/Oil and Gas. The mining or extraction of soil, sand, gravel, clay, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this Deed or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method is strictly prohibited. However, if permitted

under applicable Treasury Regulations, Grantor may extract sand and/or gravel from the Property for uses strictly limited to on the Property, and Grantor may disturb the surface in an amount not to exceed a total of one-quarter acre for such uses, provided, however, that any such disturbance shall be done in a manner so as to minimize any effect on the Conservation Values and be fully remediated and replanted within one-year of such disturbance. Further, in accordance with Section 1.170A-14(g)(4) of the Treasury Regulations, new oil and gas exploration and/or extraction is permitted to the extent permitted under said regulations only if approved by Grantee and if such exploration and/or extraction is (i) not accomplished by any surface mining method; (ii) the method of extraction, production and transport has a limited and localized impact that does not harm the agricultural uses or the Conservation Values of the Property; (iii) if the proposed oil and gas extraction will not impair the Conservation Values of the Property; and (iv) if the extraction will be pursuant to a lease or other conveyance approved by Grantee pursuant to subparagraph 4.d. below.

d. Third Party Mineral and Oil and Gas Activities – Notice. Grantor intends that Grantee, in addition to its interest as a holder of this Deed will have the rights of a surface owner of the Property ("Surface Owner") to receive notices of proposed mineral activities and to protect the Conservation Values and purposes of this Deed and to enforce the terms of this Deed. Accordingly, Grantor agrees that Grantee, to the extent permitted under the law and existing leases, must approve in advance in writing any lease or agreement pertaining to use of the surface of the Property for mining, including any agreement permitted or required of a Surface Owner under C.R.S. § 34-60-101 et seq., as amended from time to time, and rules and regulations promulgated thereunder ("Surface Use Agreement"), between Grantor and owners or lessees of minerals (including oil, and gas), which approval Grantee may withhold in its discretion if it determines that the proposed surface use is inconsistent with the preservation of the Conservation Values of the Property.

g. Paving and Road and Trail Construction. Except for the primary driveway serving the house and garages and except for parking areas within the Building Envelope, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other non-pervious material, except as set forth as a reserved right in Paragraph 5 herein, nor shall any new road or trail be constructed without the prior review written approval of Grantee pursuant to Paragraph 7 herein. Grantee shall give such permission, , unless Grantee determines that the proposed paving or covering of the soil, or the location of any road or trail, will substantially diminish or impair the Conservation Values of the Property or is otherwise inconsistent with this Deed.

h. Utilities. Utilities may only be constructed for serving those uses permitted on the Property by the terms of this Deed, provided, however, that such construction must be consistent with the purposes of this Easement and constructed in such a manner as to minimize to the greatest extent possible, the impact on the Conservation Values and the Property. To the extent practicable, such utilities shall be installed within or adjacent to roadways permitted under this agreement. Notwithstanding

the foregoing, the granting or modification of easements for utilities is prohibited when such change will adversely impact the Conservation Values.

i. Restoration of Disturbed Areas. Grantor shall restore and revegetate any area, disturbed through the construction, installation, or maintenance of utilities, the construction, remodeling, or maintenance of any building or structure permitted under this Deed, or through any other activity permitted hereunder, using a seed mixture recommended by either the appropriate county weed or pest control department, or the appropriate County Extension Office. Grantor shall take steps to control noxious weeds in disturbed areas from time to time to the extent necessary to comply with the Colorado Noxious Weeds Act.

j. Trash. The dumping or uncontained accumulation of any kind of trash or refuse on the Property including, but not limited to, household trash and hazardous chemicals, is strictly prohibited. Nothing contained herein shall prevent the usage and storage of agricultural products and by-products on the Property in accordance with all applicable government laws and regulations. Further, nothing contained herein shall prevent the storage of and periodic burning of organic materials and vegetation matter related to the customary rural enterprises presently conducted on the Property.

k. Recreational Uses. The Property shall remain available for private and commercial recreational uses, as limited herein, by Grantor and its invitees, so long as these recreational uses are passive, undeveloped, and do not substantially diminish or impair the Conservation Values. Specifically, Grantor reserves the right to engage in noncommercial, passive recreational activities, such as horseback riding, hiking, and other similar low-impact recreational uses, provided these activities do not diminish or adversely impact the Conservation Values of the Property. Use of the Property for more than “de minimis” commercial recreation activity is prohibited. The term “de minimis” shall have the meaning as set forth in § 2031(c)(8)(B) of the United States Internal Revenue Code and the Treasury Regulations adopted pursuant thereto.

l. Cropland Restrictions. No plants listed on the Colorado State Noxious Weed List may be planted on the Property.

m. Motorized Vehicles. Grantor may not use motorized vehicles on the Property or grant permission for such use except as necessary in the accomplishment of the agricultural, habitat management, or other permitted uses of the Property including hunting and wildlife management, enhancement, monitoring and viewing. Motorized vehicles may only be used in a manner that does not substantially diminish or impair the Conservation Values of the Property. There shall be no off-road vehicle courses for snowmobiles, all-terrain vehicles, motorcycles, or other motorized vehicles. Nothing in this paragraph is intended to prohibit the use of motorized vehicles for any agricultural or other use that is permitted under this Easement.

n. Commercial or Industrial Activity. No industrial uses shall be allowed on the Property. Commercial uses are allowed, subject to Review and Approval

pursuant to Paragraph 6 herein, so long as any such uses are conducted in a manner that is consistent with § 170(h) of the Code and the Treasury Regulations adopted pursuant thereto, are consistent with the purposes of this Easement and do not substantially diminish or impair the Conservation Values. Without limiting other potential commercial uses that meet the foregoing criteria, the following uses are allowed: processing or sale of farm or ranch products predominantly grown or raised on the Property; home occupations conducted by and in the home of a person residing on the Property; and customary rural enterprises, including those currently being conducted on the Property and including but not limited to hunting, fishing, wildlife viewing, habitat enhancement, farm machinery repair, bed and breakfasts operated within a Residential Dwelling, livestock veterinary services, and similar enterprises conducted by Grantor or by another person residing on the Property. To the extent reasonably possible, these permitted uses shall take place within the Building Envelope and where possible within a permitted structure located within the Building Envelope.

o. Feed Lot. The establishment or maintenance of a commercial feed lot is prohibited. For purposes of this Deed, "commercial feed lot" is defined as a permanently constructed confined area or facility within which the property is not grazed or cropped annually, and which is used and maintained for purposes of engaging in the business of the reception and feeding of livestock. Nothing in this paragraph shall prevent Grantor from seasonally confining livestock into an area for feeding and from leasing pasture for the grazing of livestock owned by others.

p. Signage or Billboards. No commercial signs, billboards, awnings, or advertisements shall be displayed or placed on the Property, except for appropriate and customary ranch or pasture identification signs, "for sale" or "for lease" signs alerting the public to the availability of the Property for purchase or lease, "no trespassing" signs, temporary political signs, signs promoting agricultural products available or produced on the Property, and signs informing the public of the status of ownership. No signs shall materially adversely affect the Conservation Values of the Property.

q. Development Rights. Grantor hereby grants to Grantee all development rights except as otherwise expressly reserved by Grantor herein, and the parties agree that such rights are hereby released, terminated and extinguished, and may not be used on or transferred off of the Property to any other property adjacent or otherwise or used for the purpose of calculating permissible lot yield of the Property or any other property.

r. Utility Rights-of-way. No utility rights-of-way shall be located within the Property after the date of this instrument except as may be imposed pursuant to a valid power of condemnation or other process of law or as may be used by Grantors in connection with personal use of allowed structures and improvements on the Property.

s. Water Rights. The parties agree that it is reasonable that certain water rights beneficially used on the Property are encumbered by this Deed. Grantor shall retain and reserve the right to use any and all water and water rights beneficially used on the Property and all ditches, headgates, springs, reservoirs, water allotments, water shares

and stock certificates, contracts, wells, easements and rights of way associated therewith or reasonably necessary for such beneficial use (the "Water Rights"), including, but not limited to, those water rights or interests specifically described on Exhibit D attached hereto for use in present or future agricultural production on the Property, and other lawful uses that do not substantially diminish or impair the Conservation Values of the Property, and shall not transfer, lease, sell, abandon, or otherwise separate the Water Rights from title to the Property itself; provided that Grantor may lease from the Property such portion of the Water Rights which Grantor demonstrates to Grantee through a report prepared by an engineer or other qualified expert, and Grantee determines in its sole discretion, are no longer necessary for present or future agricultural production on the Property at historic levels, or to maintain the Conservation Values. The Water Rights are represented by shares in a mutual ditch company. Grantor has provided sixty (60) days' notice as required by C.R.S. § 38-30.5-104(5), and in accordance with the applicable requirements, if any, of the mutual ditch company, including but not limited to, its articles of incorporation and bylaws, prior to granting this Deed. Grantor shall promptly submit the stock certificate described in Exhibit D to the Brantner Ditch Company for inclusion of the following notation thereon: "These shares are subject to the terms and restrictions set forth in the Deed of Conservation Easement from Amy Dill to Board of County Commissioners, County of Adams, State of Colorado, recorded in the Real Property Records of Adams County, Colorado on _____, 2017 at Reception No. _____." A copy of the reissued stock certificate(s) shall be promptly provided by Grantor to Grantee.

5. Reserved Rights. Grantor reserves to herself, and to her personal representatives, heirs, successors, and assigns, all rights accruing from the ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

a. Fences. Existing fences may be repaired and replaced, and new fences may be built anywhere on the Property for purposes of reasonable management of livestock in a manner as is customary in the region within which the Property is located, without any further permission of Grantee. Grantor shall not be required to erect any new fences for any purpose, including, but not limited to, fencing out livestock from riparian areas or other designated habitats.

b. Agricultural Structures and Improvements. If built, placed or constructed on the Property all buildings and improvements such as barns, sheds, enclosed riding arenas, and garages which are to be used solely for agricultural purposes, including the processing or sale of farm or ranch products predominantly grown or raised on the Property, must be built within the two (2) acre Building Envelope depicted and described on **Exhibit B**, attached to and made a part of this Deed. There are currently four existing agricultural structures including a house, garage/barn, garage and quonset hut located in Building Envelope and further described in the Baseline Inventory Report. All agricultural structures as defined herein may be repaired, reasonably enlarged and

replaced within the Building Envelope. Grantor will notify Grantee prior to any construction within the Building Envelope.

c. Single-Family Residential Dwelling. There is currently one (1) existing single-family residential dwelling on the Property located in the Building Envelope. This existing residence may be expanded, repaired or replaced at the Grantor's discretion as long as it still falls within the Building Envelope, along with any minor associated residential improvements, including but not limited to garages and sheds. At the time that construction of any structure is to commence, Grantor shall notify Grantee, so that Grantee can update its records. No residential dwelling may be constructed or relocated outside of the Building Envelope.

d. Repair and Replacement. Without further permission from Grantee, the single Residential Dwelling described in Paragraph 4.c. may be repaired, reasonably enlarged, and replaced within the Building Envelope With a Footprint, defined herein, not to exceed 3,500 square feet. "Footprint" means the land area of the structure calculated on the basis of the exterior dimensions of the outermost perimeter walls or bounds of the structure excluding the land occupied by any enclosed porches, steps, stairs, patios, decks, terraces, balconies, eaves, pergolas, breezeways, carports, driveways, roadways, parking areas, or sidewalks, whether or not constructed of concrete, pavement, or other impervious material. The Residential Dwelling shall be subject to the following height restriction: the vertical distance from the high point of the grade at the structure perimeter to the high point of the structure shall not exceed twenty-five (25) feet, and the vertical distance from the low point of the grade at the structure perimeter to the high point of the structure shall not exceed thirty-five (35) feet. "Grade at the structure perimeter" means either the natural grade or the finished grade, whichever is lower in elevation. The permitted single-family Residential Dwelling may be relocated anywhere within the boundaries of the Building Envelope per the terms of Paragraph 4.c. above. Prior to any such relocation of the single-family Residential Dwelling, Grantor shall notify Grantee of such relocation and provide Grantee with written plans describing the relocation so that Grantee can update its records.

e. Wind and Solar Energy Generation. Renewable energy sources must be built, if at all, within the Building Envelope and of a size to serve permitted structures and activities on the Property, and maintained in accordance with any local zoning ordinance and applicable State and Federal law, and must be built and maintained within the Impervious Surface Limitation, with minimal impact on the Conservation Values and be consistent with the purposes of the Deed.

f. Road Maintenance. Grantor may repair and maintain the existing roads on the Property. Grantor reserves the right to pave the driveway serving the house and garages.

g. Forest Management. Grantor may cut trees to remove dead trees, control insects and disease, to control invasive non-native species, and to prevent personal injury and property damage.

e. Livestock. Grantor may keep or care for cows, sheep, pigs, poultry and other domestic fowl, and/or goats, but no other types of livestock, whether owned by Grantor or by third parties, on the Property and may conduct the following commercial activities related to livestock care on the Property, to wit: boarding and training of horses. However, Grantor shall not allow the Property to be overgrazed. The Property shall be managed in accordance with good grazing and agricultural land conservation practices to prevent and control, to the extent reasonable and practicable, the degradation of the Property's Conservation Values. Grazing and agricultural practices shall generally follow those guidelines established by the Natural Resources Conservation Service or any successor agency. Any exotic livestock, such as domestic elk, bison, llamas or other exotics, may be grazed only after Grantee's Review and Approval.

h. Hunting. Grantor, its family members and invitees may hunt, shoot and trap animals on the Property in compliance with Federal, state and local law. Additionally, hunting, shooting, and trapping animals as required and conducted by Colorado Parks & Wildlife for nuisance, dangerous, or diseased animals, but not for commercial purposes, is allowed without further approval of Grantee.

i. In-Home Business. In addition to those activities permitted in Paragraph 4.n. above, Grantor is permitted to conduct any and all administrative, bookkeeping and other similar activities for or relating to Grantor's business operations and any other home occupation conducted in the Residential Dwelling within Grantor's residence on the Property and shall have the power to park vehicles related to Grantor's business operations off premises in existing parking areas on the Property and to keep and maintain those vehicles on the Property necessary for the conduct of agricultural activities or the horse boarding and training permitted on the Property.

j. Other Agricultural Practices. The parties agree that the Property shall remain available for agricultural production. Grantor may engage in the production of vegetables and other produce and related cultivation on the Property in those areas approved in accordance with Review and Approval set forth in Paragraph 6 herein. In the approved areas, Grantor shall have the right to construct fencing to exclude wildlife and livestock and shall have the right to construct other minor agricultural improvements related to this production, such as ditches and pipelines for irrigation. Grantor shall have the right to permit others to engage in these activities, through community garden programs and through the leasing of the approved areas of the Property to an organization engaged in community supported agriculture.

6. Notice of Intention to Undertake Certain Permitted Actions. If any use or activity proposed for the Property by Grantor is different from the uses or activities on the Property existing on the date of this Easement, or if any use or activity proposed for the Property by Grantor requires Grantee's Review and Approval, Grantor shall provide written notice to Grantee, describing the nature, scope, design, location, timetable and any other relevant aspects of the proposed use or activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Conservation

Values and terms of this Easement. Such written notice shall be provided to Grantee no less than sixty (60) days prior to Grantor's commencing such proposed use or activity. If Grantee determines in its sole discretion that Grantor's proposed use or activity may significantly impair or interfere with the Conservation Values, Grantee shall deliver its written objection and explanation of Grantee's objection ("Written Objection") to Grantor within forty-five (45) days of receipt of Grantor's notice, unless the time is reasonably extended in Grantee's discretion because of snow or other weather conditions. Grantee's failure to provide a Written Objection to Grantor within such forty-five (45) day period, or as may be extended by Grantee, shall be deemed Grantee's approval of Grantor's proposed use or activity, provided that the proposed use or activity does not violate the terms of this Easement. If Grantee delivers to Grantor a Written Objection, Grantor shall not proceed with the proposed use or activity.

7. Enforcement. Grantee shall have the right to prevent and correct or require correction of material violations of the terms and purposes of this Deed. Grantee may enter the Property for the purpose of inspecting for violations with reasonable advance notice to Grantor and within normal business hours. If Grantee finds what it believes is a material violation of this Deed of Conservation Easement, Grantee shall immediately notify Grantor in writing of the nature and extent of the alleged violation. Upon receipt of this written notice, Grantor shall either (a) restore the Property to its condition prior to the violation or (b) provide a written explanation to Grantee of the reason why the alleged violation should be permitted. If the condition described in clause (b) above occurs, both parties agree to meet as soon as possible to resolve this difference. If a resolution of this difference cannot be achieved at the meeting, both parties agree to meet with a mutually acceptable mediator to attempt to resolve the dispute. When, in Grantee's opinion, an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property, Grantee may, at its discretion, take appropriate legal action. Grantor shall discontinue any activity that could increase or expand the alleged violation during the mediation process. Should mediation fail to resolve the dispute, Grantee or Grantor, as the case may be, at its discretion, take appropriate legal action, including but not limited to seeking a declaratory judgment. If a court with jurisdiction determines that a violation is imminent, exists, or has occurred, Grantee may get an injunction to stop it, temporarily or permanently. A court may also issue an injunction to require Grantor to restore the Property to its condition prior to the violation. Conversely, Grantee may seek an injunction enjoining and restraining Grantor from interfering with an activity that is determined not to be a violation.

8. Costs of Enforcement. Any costs, including reasonable attorney's fees, incurred by Grantee in enforcing the terms of this Easement against Grantors, including, without limitation, costs of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. If a court finds that any enforcement action by Grantee was groundless, frivolous, or brought in bad faith, Grantee shall reimburse Grantor for all its reasonable expenses incurred in defending against said action, including but not limited to reasonable attorney's fees.

9. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantors shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

10. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription, including any defenses available under C.R.S. § 38-41-119, et seq.

11. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

12. Access. No right of access by the general public to any portion of the Property is conveyed by this Easement. Grantor retains the right to exclude the general public from access to the Property.

13. Costs and Liabilities. Grantor retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including weed control and eradication and including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

14. Taxes. Grantors shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

15. Hold Harmless. Save and except for Grantee's employees, agents and representatives conducting activities on the Property, Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting

from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except to the extent caused by the negligence of any of the Indemnified Parties; (2) the obligations specified in Paragraph 9 herein; and (3) the presence or release of hazardous or toxic substances on, under or about the Property. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance that is regulated under any federal, state or local law. Without limiting the foregoing, nothing in this Deed shall be construed as giving rise to any right or ability in Grantee, nor shall Grantee have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

16. Real Property Interest. This Deed constitutes a real property interest immediately vested in Grantee. The Parties stipulate that this Easement has a fair market value equal to 60% of the full fair market value of the Property, as unencumbered by the Easement, (the "Easement Value Percentage"). In the event of a termination, condemnation or extinguishment, the fair market value will be determined at the time all or a part of this Easement is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards or Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee and the United States. The Easement Value Percentage will remain constant over time.

17. Condemnation or Other Extinguishment. If this Easement is taken, in whole or in part, by exercise of the power of eminent domain, or if circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other party in writing when it first learns of such circumstances. Grantee shall be entitled to compensation in accordance with applicable law, after the satisfaction of prior claims, from any sale, exchange, condemnation, or other involuntary or voluntary conversion of all or any portion of the Property subsequent to such termination or extinguishment. Grantee's compensation shall be an amount equal to the Easement Value Percentage in Paragraph 16 multiplied by the amount of the full proceeds from any sale, exchange, condemnation, or other involuntary or voluntary conversion of all or a portion of the Property. Grantee shall use its proceeds in a manner consistent with the conservation purposes of this Easement. In granting this Easement, Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. A change in the potential economic value of any use that is prohibited by or inconsistent with this Easement or a change in any current or future use of neighboring properties shall not constitute a change in conditions that makes it impossible or impractical for continued use of the Property for conservation purposes and shall not constitute grounds for terminating this Easement.

18. Assignment. This Easement is transferable, but, after reasonable prior written notice and consultation with Grantor, Grantee may assign its rights and obligations under this Easement only to an organization that is (a) a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and (b) authorized to acquire and hold conservation easements under Colorado law. As a condition of such transfer, Grantee shall require that the conservation purposes that this Easement is intended to advance continue to be carried out. If Grantee ceases to exist or no longer qualifies under Sec. 170(h) or applicable state law to hold this Easement, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility of holding and enforcing the Easement, provided that Grantors receive notice of and an opportunity to participate in the court proceeding.

19. Subsequent transfers. Grantor shall incorporate the terms and conditions of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, conveyance of a leasehold interest to a third party. Grantors further agree to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

20. Notices. Any notice, demand, request, consent, approval, or communication that either party or the County is required to give to the other in writing shall be either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

Amy Dill and Jeff Dill
4782 Mt. Evans Street
Brighton, CO 80601
Tel: 303-435-8392 (Amy Dill)
Tel: 303-210-1900 (Jeff Dill)

To Grantee:

Adams County Parks & Open Space Department
Attn: Aaron Clark
9755 Henderson Road
Brighton, CO 80601
Tel: 303-647-8005

or to such other address as either party from time to time shall designate by written notice to the other.

21. Grantor's Title Warranty. Grantor warrants that Grantor has good and sufficient title to the Property and hereby promises to defend the same against all claims from persons claiming by, through, or under Grantor, subject to those permitted title exception described on Exhibit E. However, Grantor does not warrant title to the water rights.

23. Subsequent Liens on the Property. No provisions of this Easement shall be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing would be subordinated to this Easement.

24. Recording. Grantee shall record this instrument in timely fashion in the official records of each county in which the Property is situated, and may re-record it at any time as may be required to preserve its rights in this Easement.

25. Interpretation. This Easement shall be interpreted under the laws of the State of Colorado, resolving any ambiguities and questions of the validity of specific provisions so as to preserve the Conservation Values and give maximum effect to its conservation purposes. Grantor and Grantee acknowledge that the permitted uses and practices and the prohibited uses and practices as specifically set forth herein cannot be an exhaustive list of all permitted and prohibited uses and practices. Uses and practices not specifically identified in this Deed shall be permitted if such use or practice is consistent with the purposes of this Deed and the protection of the Conservation Values. Uses and practices not specifically identified in this Deed shall be prohibited if such use or practice is inconsistent with the purposes of this Deed or the protection of the Conservation Values.

26. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Deed shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of C.R.S. §38-30.5-101, et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

27. No Third Party Beneficiaries. This Deed is entered into by and between Grantor and Grantee, and is solely for the benefit of Grantor and Grantee and their respective successors and assigns, for the purposes set forth herein, and does not create enforcement rights or responsibilities in any third parties, including the public.

28. Acceptance. As attested by the signature of an authorized party affixed hereto, Grantee hereby accepts, without reservation, the rights and responsibilities conveyed by this Deed. Grantee acknowledges receipt and acceptance of this Deed of Conservation Easement encumbering the Property for which Grantor was paid a bargain purchase price.

29. General Provisions.

a. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado. Venue for any dispute shall be in Adams County, Colorado.

b. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

c. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

d. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

e. Joint Obligation. The obligations imposed by this Easement upon Grantors shall be joint and several.

f. Non-Merger. No merger shall be deemed to have occurred hereunder or under any documents executed in the future affecting this Easement, unless the parties expressly state that they intend a merger of estates or interests to occur and the parties have mutually agreed to approve such merger of estates or interests.

g. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

h. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

i. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

j. Amendment. If the circumstances arise under which an amendment to or modification of this instrument would be appropriate, Grantor and Grantee are free to jointly amend this instrument; provided that no amendment shall be allowed that will

My Commission Expires:

(SEAL)

GRANTEE:

BOARD OF COUNTY COMMISSIONERS, ADAMS COUNTY

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, 2017,
by _____, _____ of Board of County
Commissioners, County of Adams, State of Colorado, a political subdivision of the State
of Colorado.

NOTARY PUBLIC

My commission expires:

Schedule of Exhibits

- Exhibit A** Legal Description of the Property
- Exhibit B** Map of the Property Depicting the Property & Building Envelopes
- Exhibit C** Baseline Inventory Acknowledgement Page
- Exhibit D** Water Rights
- Exhibit E** Title Exceptions

EXHIBIT A
Legal Description of the Property

ALL THAT PART OF THE NE1/4 SE1/4 OF SECTION 22 AND THE NW1/4 OF SW1/4 OF SECTION 23 IN TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BOUNDED ON THE EAST BY WESTERLY BOUNDARY LINE OF THE RIGHT OF WAY OF DENVER LARAMIE AND NORTHWESTERN RAILROAD, AND ON THE WEST BY EASTERLY BOUNDARY LINE OF HIGHWAY NO. 49, AND ON THE NORTH BY EAST AND WEST CENTER LINE COMMON TO SAID SECTIONS 22 AND 23, AND ON THE SOUTH BY EAST AND WEST CENTER LINE COMMON TO SE1/4 OF SAID SECTION 22 AND SW1/4 OF SAID SECTION 23, COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPT THOSE PORTIONS CONVEYED TO THE E-470 PUBLIC HIGHWAY AUTHORITY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, IN DEED RECORDED MARCH 2, 2001 UNDER RECEPTION NO. C0767703.

EXHIBIT B
Map of the Property Depicting the Property & Building Envelopes

EXHIBIT C
Baseline Inventory Acknowledgement Page

EXHIBIT D
Retained Water Rights

Exhibit E
Title Exceptions



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 22, 2017
SUBJECT: Resolution approving right-of-way agreement between Adams County and 74 th Avenue Limited Partnership for property necessary for the York Street Improvements Project - York Street from East 78 th Avenue to Highway 224
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way and temporary construction easements for street improvements along York Street from East 78th Avenue to Highway 224 that includes reconstructing the roadway, improving drainage, and installing curb, gutter, sidewalk and accessible curb ramps in compliance with the Americans with Disabilities Act. Attached is a copy of the right-of-way agreement between Adams County and 74th Avenue Limited Partnership for dedication of road right-of-way. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Draft resolution and right-of-way agreement.

FISCAL IMPACT:

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

Fund: 13
Cost Center: 3056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561701	\$9,577.00
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$9,577.00</u></u>

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

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

Additional Note:

Total project budget is \$3,000,000

Draft Resolution

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

**RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS
COUNTY AND 74TH AVENUE LIMITED PARTNERSHIP FOR PROPERTY NECESSARY
FOR THE YORK STREET IMPROVEMENTS PROJECT –
YORK STREET FROM EAST 78TH AVENUE TO HIGHWAY 224**

Resolution 2017-

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

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

WHEREAS, these fee parcel dedications are located in the Southwest Quarter of Section 36, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by the 74th Avenue Limited Partnership (“Parcels 16 and 17”); and,

WHEREAS, Adams County requires ownership of Parcels 16 and 17 for construction of the street improvements; and,

WHEREAS, the 74th Avenue Limited Partnership is willing to sell Parcels 16 and 17 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and 74th Avenue Limited Partnership, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

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

Right-of-Way Agreement

This Agreement is made and entered into by and between **74th Avenue Limited Partnership** whose address is **270 St. Paul Street, Suite 300, Denver, Colorado 80206** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is **4430 South Adams County Parkway, Brighton, Colorado, 80601** ("County") for the conveyance of rights-of-way on property located at **7450 York Street, Denver, Colorado 80229**, hereinafter (the "Property") for the York The legal description and conveyance documents for the interests on said Property are set forth in **Exhibit A** attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **NINE THOUSAND FIVE HUNDRED SEVENTY-SEVEN AND NO/100'S DOLLARS (\$9,577.00)** including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

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

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date of **August 31, 2017**.
3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
5. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.

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

Owner(s):

By:  CFO

Printed Name: Nick J. Zieser

Title: CFO

Approved:

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

Chair

Date

Approved as to Form:

County Attorney



Drexel, Barrell & Co.

MAY 2, 2016

Engineers/Surveyors

Boulder
Colorado Springs
Greeley

1800 38th Street
Boulder, CO 80301-2620

303.442.4338
303.442.4373 Fax

LEGAL DESCRIPTION PARCEL 16 RIGHT-OF-WAY DEDICATION

A TRACT OF LAND LOCATED IN THE SW1/4 OF SECTION 36, T2S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE W1/4 CORNER OF SAID SECTION 36 AND CONSIDERING THE WEST LINE OF SAID SW1/4 TO BEAR S00°01'12"W, THENCE S02°51'03"E, 983.25 FEET TO THE NORTHERLY LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 4996 AT PAGE 568, IN THE ADAMS COUNTY RECORDS, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE S00°06'45"E, 163.81 FEET TO THE SOUTHERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 4996 AT PAGE 568; THENCE S89°45'00"W, 9.62 FEET TO THE EASTERLY LINE OF YORK STREET; THENCE N00°01'12"E, 163.81 FEET ALONG SAID EASTERLY LINE TO SAID NORTHERLY LINE; THENCE N89°45'00"E, 9.24 FEET ALONG SAID NORTHERLY LINE TO THE **TRUE POINT OF BEGINNING**.

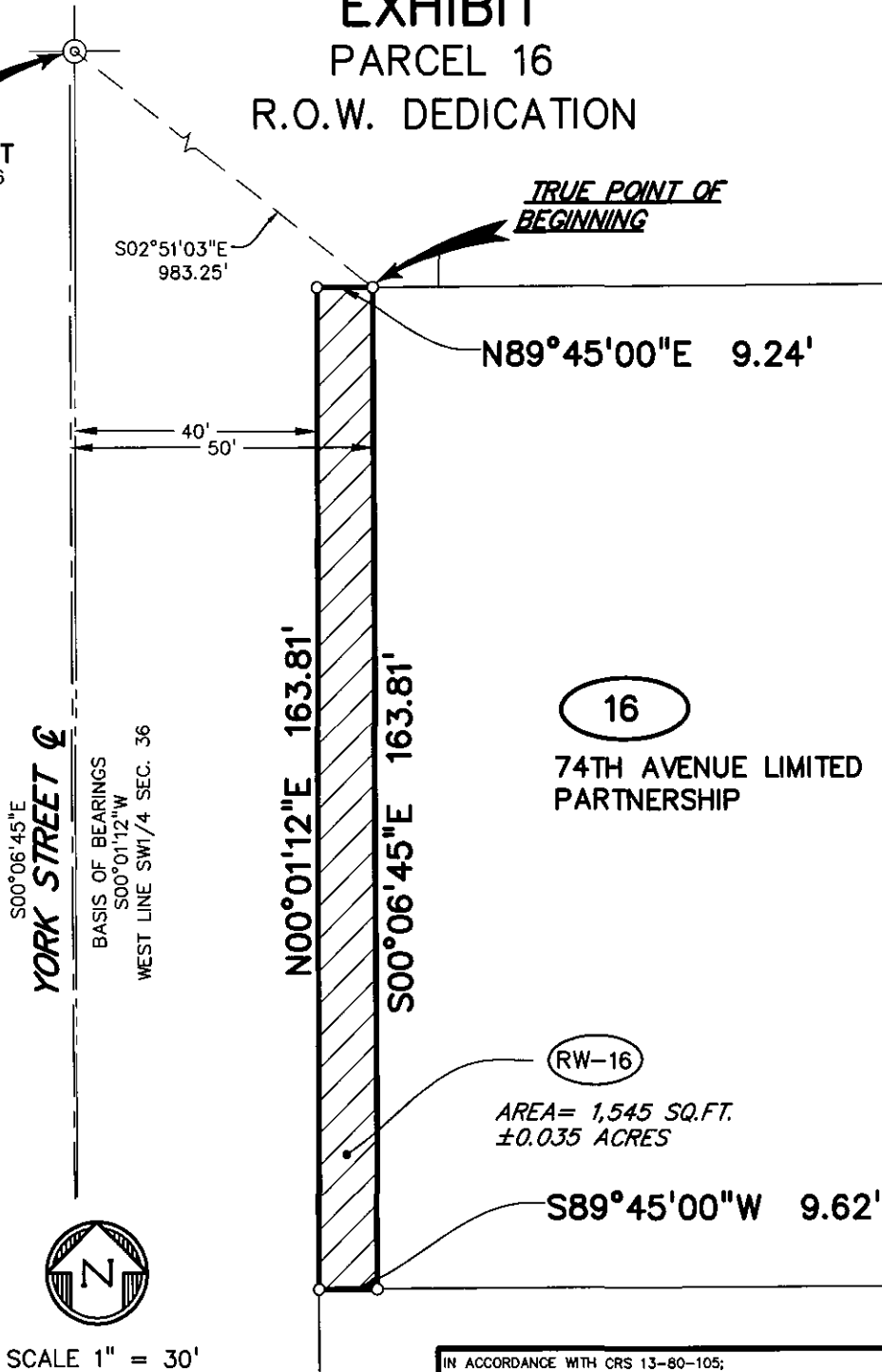
CONTAINING 0.035 ACRES OR 1,545 SQUARE FEET, MORE OR LESS.

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



EXHIBIT PARCEL 16 R.O.W. DEDICATION

POINT OF COMMENCEMENT
W1/4 COR. SEC. 36



NOTES

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

IN ACCORDANCE WITH CRS 13-80-105;
 NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

Drexel, Barrell & Co. Engineers/Surveyors
 1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338



BOULDER, COLORADO (303) 442-4338
 COLORADO SPRINGS, COLORADO (719) 280-0887
 GREELEY, COLORADO (970) 351-0645

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



Drexel, Barrell & Co.

MAY 16, 2017

Engineers/Surveyors

Boulder
Colorado Springs
Greeley

1800 38th Street
Boulder, CO 80301-2620

303.442.4338
303.442.4373 Fax

LEGAL DESCRIPTION PARCEL 17 RIGHT-OF-WAY DEDICATION

A TRACT OF LAND LOCATED IN THE SW1/4 OF SECTION 36, T2S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE W1/4 CORNER OF SAID SECTION 36 AND CONSIDERING THE WEST LINE OF SAID SW1/4 TO BEAR S00°01'12"W, THENCE S02°13'45"E, 1146.73 FEET TO THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 4996 AT PAGE 568, IN THE ADAMS COUNTY RECORDS, SAID POINT BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND LABELED "5' DEDICATED FOR YORK ST." AS SHOWN ON THE PLAT OF MARY D. CIANCIO TRACT AS RECORDED AT RECEPTION NO. 953938 IN THE ADAMS COUNTY RECORDS, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

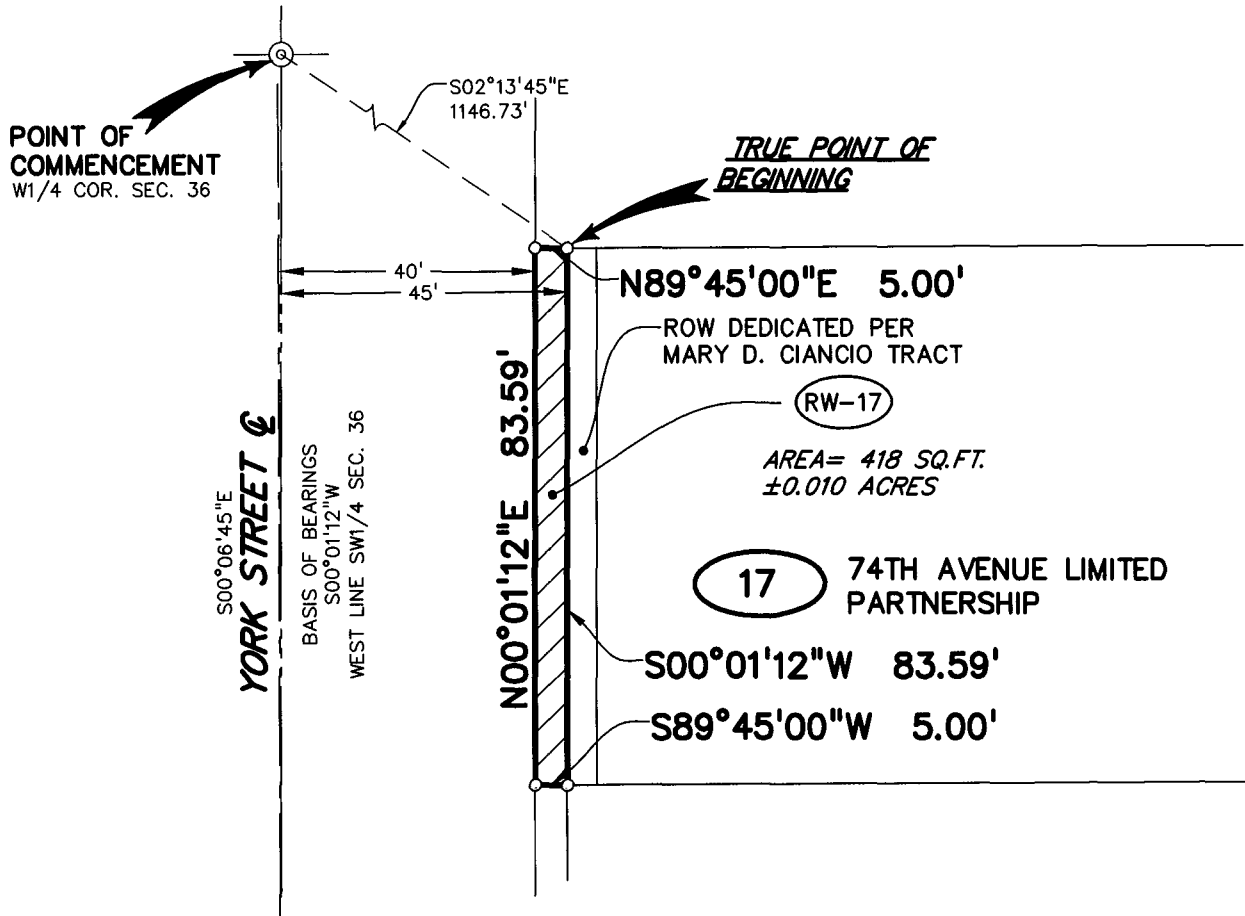
THENCE S00°01'12"W, 83.59 FEET ALONG THE WESTERLY LINE OF SAID TRACT OF LAND LABELED "5' DEDICATED FOR YORK ST." AS SHOWN ON THE PLAT OF MARY D. CIANCIO TRACT TO THE NORTHERLY LINE OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 2012000098083, IN THE ADAMS COUNTY RECORDS, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THAT TRACT OF LAND LABELED "5' DEDICATED FOR YORK ST." AS SHOWN ON THE PLAT OF MARY D. CIANCIO TRACT; THENCE S89°45'00"W, 5.00 FEET ALONG SAID NORTHERLY LINE OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 2012000098083; THENCE N00°01'12"E, 83.59 FEET TO SAID SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 4996 AT PAGE 568; THENCE N89°45'00"E, 5.00 FEET ALONG SAID SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 4996 AT PAGE 568 TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.010 ACRES OR 418 SQUARE FEET, MORE OR LESS.

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



EXHIBIT PARCEL 17 R.O.W. DEDICATION



SCALE 1" = 30'

NOTES

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

IN ACCORDANCE WITH CRS 13-80-105;
 NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

Drexel, Barrell & Co. Engineers/Surveyors
 1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338

BOULDER, COLORADO (303) 442-4338
 COLORADO SPRINGS, COLORADO (719) 260-0887
 GREELEY, COLORADO (970) 361-0646

Revisions - Date	Date 5-16-17	Drawn By VJD	Job No. 20805-00
	Scale 1"=30'	Checked By MES	Drawing No. IN FILE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 22, 2017
SUBJECT: Acceptance of Permanent Easement from Remembrance Management, LLC
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 Permanent Easement by resolution

BACKGROUND:

Adams County is acquiring property in conjunction with the Washington Street Improvements Project – Phase II between State Highway 224 and East 78th Avenue, located in the Southeast Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the easement 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:

Permanent Easement 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 DEED FROM REMEMBRANCE MANAGEMENT, LLC
TO ADAMS COUNTY CONVEYING A PERMANENT DRAINAGE EASEMENT FOR
STORM WATER DRAINAGE PURPOSES**

Resolution 2017-

WHEREAS, Adams County received a Permanent Drainage Easement in conjunction with Washington Street Improvements Project – Phase II between State Highway 224 and East 78th Avenue located in the Southeast Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, Adams County, 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 Remembrance Management, LLC as recorded at the Adams County Clerk and Recorder’s Office at Reception Number 20050223000182650.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the deed from Remembrance Management, LLC conveying a Permanent Drainage Easement, a copy of which has been duly recorded, is hereby accepted by Adams County.

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That Remembrance Management LLC, C/o Linda Powell hereinafter called "Grantor", for and in consideration of One Thousand Two Hundred Ninety Dollars (\$1,290.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm to THE COUNTY OF ADAMS, STATE OF COLORADO, a body politic, whose address is 450 South 4th Avenue, Brighton, Colorado 80601 hereinafter "County", its successors and assigns, a permanent storm water drainage easement for the purpose of constructing, operating, maintaining, replacing, enlarging, reconstructing, improving, inspecting, repairing, and removing such drainage facilities and appurtenances thereto as may from time to time be required on, over, across, and through the following described land to wit:

3
1
2

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

In further consideration hereof, Grantor covenants and agrees that no permanent buildings or structures will be placed, erected, installed or permitted upon said easement, and it is further agreed that the Grantor will not construct any obstructions that would prevent the proper maintenance and use of said drainage facility.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the County, its successors and assigns, in connection with this easement shall be done with care, and the surface of the property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the facilities and appurtenances installed and any damages caused on said easement arising out of the construction or reconstruction, maintenance and repair of said drainage facilities and appurtenances in the exercise of the rights hereby provided shall be restored reasonably similar to its original condition following completion of the work performed.

IN WITNESS WHEREOF, Grantor has hereto set their hands on this 18th day of January, 2005.

Remembrance Management LLC

By: Linda Powell

Title: Member

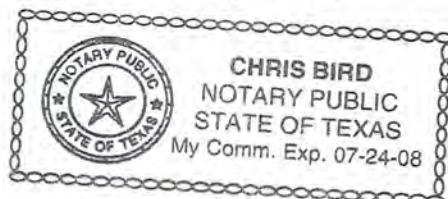
Texas
STATE OF COLORADO lp
COUNTY OF ADAMS lp
Paris

The foregoing instrument was acknowledged before me this 18 day of January, 2004 by Remembrance Management LLC.
2005 lp

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

Chris Bird
Notary Public

My commission expires: 7/24/08



Return to: H.C. Peck & Assoc Inc.
2399 Blake St. #180
Den Co. 80205

EXHIBIT "A"

TO PERMANENT DRAINAGE EASEMENT BETWEEN
REMEMBRANCE MANAGEMENT, LLC.

AND

THE COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 2

(WITHIN ADAMS COUNTY PARCEL #0171934400011)

LEGAL DESCRIPTION:

A PERMANENT DRAINAGE EASEMENT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 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 34, THENCE SOUTH 00°03'13" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, WITH ALL BEARINGS HEREON RELATIVE THERETO, A DISTANCE OF 48.62 FEET; THENCE SOUTH 89°56'47" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE ALONG SAID LINE SOUTH 00°03'13" EAST, A DISTANCE OF 10.03 FEET; THENCE NORTH 85°43'25" WEST, A DISTANCE OF 16.30 FEET; THENCE NORTH 25°50'34" WEST, A DISTANCE OF 42.61 FEET, TO A POINT; THENCE SOUTH 53°14'52" EAST, A DISTANCE OF 21.73 FEET; THENCE SOUTH 25°50'34" EAST, A DISTANCE OF 17.57 FEET; THENCE SOUTH 85°43'25" EAST, A DISTANCE OF 9.78 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 431 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.

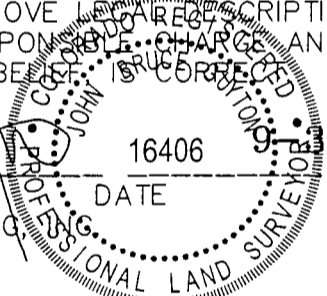


JOHN B. GUYTON P.L.S. 16406
PRESIDENT, FLATIRONS SURVEYING

DATE

16406

03-30-04



FSI JOB NO. 03-41,530-8-PDE
DRAWN BY: K. CLIFFORD
JANUARY 22, 2004



Flatirons Surveying, Inc.

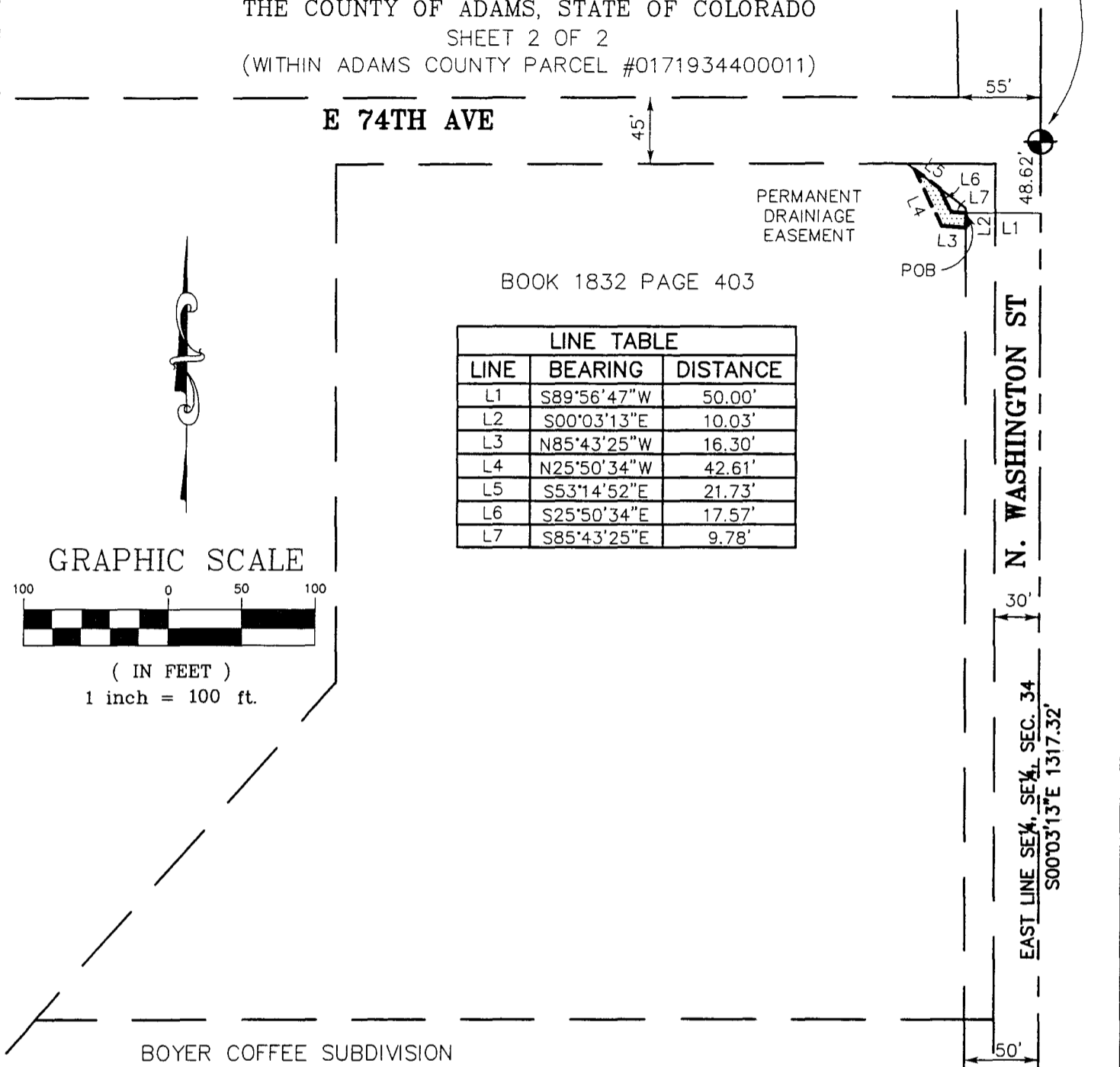
5717 ARAPAHOE ROAD
BOULDER, CO 80303
PH: (303) 443-7001
FAX: (303) 443-9830

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

EXHIBIT "A"

TO PERMANENT DRAINAGE EASEMENT BETWEEN
 REMEMBRANCE MANAGEMENT, LLC.
 AND
 THE COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 2 OF 2
 (WITHIN ADAMS COUNTY PARCEL #0171934400011)

POINT OF COMMENCEMENT
 NE COR, SE 1/4, SE 1/4, SEC. 34
 TOWNSHIP 2 SOUTH,
 R68W OF THE 6TH P.M.



E 74TH AVE

45'

55'

48.62'

PERMANENT
 DRAINAGE
 EASEMENT

POB

BOOK 1832 PAGE 403

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°56'47"W	50.00'
L2	S00°03'13"E	10.03'
L3	N85°43'25"W	16.30'
L4	N25°50'34"W	42.61'
L5	S53°14'52"E	21.73'
L6	S25°50'34"E	17.57'
L7	S85°43'25"E	9.78'

N. WASHINGTON ST

EAST LINE SE 1/4, SE 1/4, SEC. 34
 S00°03'13"E 1317.32'

30'

50'



GRAPHIC SCALE



(IN FEET)
 1 inch = 100 ft.

BOYER COFFEE SUBDIVISION

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.

SE CORNER SEC. 34
 TOWNSHIP 2 SOUTH,
 R68W OF THE 6TH P.M.

T2S 34 35
 T3S 3 2

FSI JOB NO. 03-41,530-8-PDE
 DRAWN BY: K. CLIFFORD
 JANUARY 22, 2004



Flatirons Surveying, Inc.

5717 ARAPAHOE ROAD
 BOULDER, CO 80303
 PH: (303) 443-7001
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655 FOURTH AVENUE
 LONGMONT, CO 80501
 PH: (303) 776-1733
 FAX: (303) 776-4355



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 22, 2017
SUBJECT: Resolution approving quit claim deeds from Adams County to the Department of Transportation, State of Colorado, for street right-of-way
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the conveyance of right-of-way by quit claim deed.

BACKGROUND:

Adams County was approached about land that includes portions of U.S. Highway 36. The County has been making efforts, when time allows or when matters are brought to our attention, in order to divest land not necessary for operations or facilities. In this light, the County has taken upon itself to research the party responsible for this land and has found that the land should be transferred to the Department of Transportation, State of Colorado, a.k.a. Colorado Department of Transportation (CDOT). Adams County acquired these particular parcels in 1938 to facilitate CDOT's construction of U.S. Highway 36 utilizing federal funding, as was the practice at the time. These parcels are located in the South Half of Section 31, Township 3 South, Range 59 West of the 6th Principal Meridian. The attached resolution will allow the County to approve the conveyance of the parcels by quit claim deed.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works; Department of Transportation, State of Colorado; Office of the County Attorney; and Adams County Board of County Commissioners.

ATTACHED DOCUMENTS:

Draft resolution and quit claim deeds

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 2017-

**RESOLUTION APPROVING QUIT CLAIM DEEDS FROM ADAMS
COUNTY TO THE DEPARTMENT OF TRANSPORTATION, STATE OF
COLORADO, FOR RIGHT-OF-WAY PURPOSES**

WHEREAS, Adams County owns three parcels of land in the South Half of Section 31, Township 3 South, Range 59 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County acquired the Parcels in 1938, on behalf of the Department of Transportation, State of Colorado (“CDOT”); and,

WHEREAS, the Parcels are now being maintained and operated by “CDOT” and currently defined as portions of the state highway system; and,

WHEREAS, Adams County is willing to convey ownership of the Parcels to “CDOT” by means of the attached Quit Claim Deeds.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Quit Claim Deeds from Adams County to the Department of Transportation, State of Colorado, attached hereto and incorporated herein, be and are hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board is hereby authorized to execute said Quit Claim Deeds on behalf of Adams County.

QUIT CLAIM DEED

THIS DEED is made this _____ day of _____ 201____, between Adams County, a Political Subdivision of the State of Colorado, Grantor, located at 4430 S. Adams County Parkway, Brighton, CO 80601, and Department of Transportation, State of Colorado, located at 4201 E. Arkansas Avenue, Denver, CO 80222, Grantee.

WITNESSETH, that the Grantor, for GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto Grantee, its successors and assigns, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Adams and State of Colorado, described as follows:

Property description attached as Exhibit "A."

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use and benefit of the Grantee.

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

ATTEST:
STAN MARTIN,
CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

BY:

Chair

APPROVED AS TO FORM:

Adams County Attorney's Office

EXHIBIT "A"

**RIGHT-OF-WAY PARCEL
FROM
THE COUNTY OF ADAMS, STATE OF COLORADO
TO
THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO**

Being that parcel of land described in the Quit Claim Deed recorded February 2, 1938 in Book 244 at Page 595 of the records in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southeast Quarter of Section 31, Township 3 South, Range 59 West of the 6th Principal Meridian, of said Adams County, being more particularly described as follows:

A parcel of land containing Four and Five one-hundredths (4 05/100) Acres, more or less, in the Southeast one-quarter (SE1/4) of Section Thirty-one (31), Township Three (3) South, Range Fifty-nine (59) West of the Sixty (6th) Principal Meridian in Adams County, Colorado, and said parcel is more particularly described as follows: Beginning at a point which is the Southeast (SE) corner of said Section Thirty-one (31), thence West on the South line of said Section Thirty-one (31) a distance of Two Thousand Five Hundred Twenty Six and Fifty One-hundredths (2526.50) feet to a point, thence North a distance of One Hundred (100) feet on a line which is parallel to and Two Hundred and Fifty-one (251) feet East of the West line of the said Southeast one-quarter (SE1/4) of Section Thirty-one (31), Thence East a distance of Two Thousand Five Hundred Twenty Six and Fifty One-hundredths (2526.50) feet, thence South on the East line of said Section Thirty-one (31) a distance of One Hundred (100) feet to the point of beginning, and it is hereby noted that the acreage mentioned above is exclusive of the existing Highway Right of Way.

Based on the Quit Claim Deed recorded February 2, 1938 in Book 244 at Page 595 of the records in the Office of the Clerk and Recorder of Adams County, Colorado.

QUIT CLAIM DEED

THIS DEED is made this _____ day of _____ 201____, between Adams County, a Political Subdivision of the State of Colorado, Grantor, located at 4430 S. Adams County Parkway, Brighton, CO 80601, and Department of Transportation, State of Colorado, located at 4201 E. Arkansas Avenue, Denver, CO 80222, Grantee.

WITNESSETH, that the Grantor, for GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto Grantee, its successors and assigns, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Adams and State of Colorado, described as follows:

Property description attached as Exhibit "A."

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use and benefit of the Grantee.

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

ATTEST:
STAN MARTIN,
CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

BY:

Chair

APPROVED AS TO FORM:

Adams County Attorney's Office

EXHIBIT "A"

**RIGHT-OF-WAY PARCEL
FROM
THE COUNTY OF ADAMS, STATE OF COLORADO
TO
THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO**

Being that parcel of land described in the Quit Claim Deed recorded February 2, 1938 in Book 244 at Page 596 of the records in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southeast Quarter of Section 31, Township 3 South, Range 59 West of the 6th Principal Meridian, of said Adams County, being more particularly described as follows:

A parcel of land containing Naught and Forty-one one-hundredths ($0 \frac{41}{100}$) Acres, more or less, in the Southeast one-quarter (SE1/4) of Section Thirty-one (31), Township Three (3) South, Range Fifty-nine (59) West of the Sixth (6th) Principal Meridian in Adams County, Colorado, and said parcel is more particularly described as follows: Beginning at a point which is the South one-quarter (S1/4) corner of said Section Thirty-one (31), thence North on the West line of said Southeast one-quarter (SE1/4) of Section Thirty-one (31) a distance of One Hundred (100) feet, thence East on a line which is parallel to and One Hundred (100) feet distant from the South line of said Southeast one-quarter (SE1/4) of Section Thirty-one (31) a distance of Two Hundred Fifty-one (251) feet to a point, thence South a distance of One Hundred (100) feet to a point, thence West on the South line of said Southeast one-quarter (SE1/4) of Section Thirty-one (31) a distance of Two Hundred Fifty-one (251) feet to the point of beginning, and it is hereby noted that the acreage mentioned above is exclusive of the existing Highway Right of Way which has been included in the description.

Based on the Quit Claim Deed recorded February 2, 1938 in Book 244 at Page 596 of the records in the Office of the Clerk and Recorder of Adams County, Colorado.

QUIT CLAIM DEED

THIS DEED is made this _____ day of _____ 201____, between Adams County, a Political Subdivision of the State of Colorado, Grantor, located at 4430 S. Adams County Parkway, Brighton, CO 80601, and Department of Transportation, State of Colorado, located at 4201 E. Arkansas Avenue, Denver, CO 80222, Grantee.

WITNESSETH, that the Grantor, for GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto Grantee, its successors and assigns, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Adams and State of Colorado, described as follows:

Property description attached as Exhibit "A."

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use and benefit of the Grantee.

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

ATTEST:
STAN MARTIN,
CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

BY:

Chair

APPROVED AS TO FORM:

Adams County Attorney's Office

EXHIBIT "A"

**RIGHT-OF-WAY PARCEL
FROM
THE COUNTY OF ADAMS, STATE OF COLORADO
TO
THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO**

Being that parcel of land described in the Quit Claim Deed recorded February 2, 1938 in Book 244 at Page 598 of the records in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southwest Quarter of Section 31, Township 3 South, Range 59 West of the 6th Principal Meridian, of said Adams County, being more particularly described as follows:

A parcel of land containing Four and Twenty-four One-Hundredths (4 24/100) Acres, more or less, in the Southwest One-quarter (SW1/4) in Section Thirty-one (31), Township Three (3) South, Range Fifty-nine (59) West of the Sixth (6th) Principal Meridian, in Adams County, Colorado, and said parcel is described as being the South One hundred (100) feet of said Southwest One-quarter (SW1/4) of Section Thirty-one (31) except existing Highway Right of Way which has been excepted from the acreage mentioned above.

Based on the Quit Claim Deed recorded February 2, 1938 in Book 244 at Page 598 of the records in the Office of the Clerk and Recorder of Adams County, Colorado.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 22, 2017
SUBJECT: Third Amendment to the 2017 Adams County Budget
FROM: Nancy Duncan, Budget Manager
AGENCY/DEPARTMENT: County Manager's Office and Budget Office
HEARD AT STUDY SESSION ON: August 15, 2017
AUTHORIZATION TO MOVE FORWARD: xx YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approve the Third Amendment to the 2017 Adams County Budget

BACKGROUND:

The Annual Budget is a financial plan and is adopted prior to the start of the fiscal year. Budget Amendments are periodically required to properly incorporate items into the Annual Budget as they arise during the course of the fiscal year. See attached summary for more information regarding items included in this particular amendment.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office and Budget Office

ATTACHED DOCUMENTS:

Resolution Authorizing Third Supplemental Appropriations to the 2017 Adams County Government Budget

Exhibits A - Summary of items included in the Third Amendment to the 2017 Budget.

FISCAL IMPACT:

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

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:

Fiscal impact is summarized at the fund level and detailed at the department level in supporting documentation. Given the length, those documents are attached for full disclosure of fiscal impact.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AUTHORIZING THIRD SUPPLEMENTAL APPROPRIATIONS TO THE
2017 ADAMS COUNTY GOVERNMENT BUDGET

Resolution 2017-

WHEREAS, the 2017 Adams County Government Budget requires supplemental appropriations of funds to satisfy requests as listed on the attached Exhibit "A"; and,

WHEREAS, the Budget Office has determined the availability of unappropriated fund balances; and,

WHEREAS, there are additional revenues and other financing sources which were not assured at the time of the adoption of the 2017 Adams County Government Budget; and,

WHEREAS, the following departmental budgets listed by fund on the attached Exhibit "A" will be increased or decreased by the amounts so noted; and,

WHEREAS, the revenues to support the budget increases are listed by amount from respective sources.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Third Supplemental Appropriations to the 2017 Adams County Government budget is hereby authorized and the Budget Office is authorized to make the above stated budget adjustments to the 2017 Adams County Government Budget.

Exhibit A - Amendments

Third Amendment to the 2017 Budget
Resolution No. TBD
For Adoption on: August 22, 2017
Study Session on: August 15, 2017



Purpose of Resolution:

A resolution to amend the 2017 Budget. Summary information by Fund and Department is listed below. Additional detailed information is attached for consideration and review.

Fund	Department	Expenditure Amount	Revenue Amount	Use of Fund Balance	FTE
GENERAL FUND	Admin/Org	\$130,000	\$0	\$130,000	0.00
	Assessor's Office	57,153	0	57,153	2.00
	Community & Economic Development	100,000	0	100,000	0.00
	Coroner's Office	124,300	0	124,300	0.00
	Deputy County Manager Admin Services - Budget Office	0	0	0	1.00
	Facilities	(554,959)	0	(554,959)	0.00
	General Fund Intra Fund Transfers	869,959	865,970	3,989	0.00
	Social Services - Poverty Reduction	27,350	0	27,350	1.00
	Regional Affairs	27,350	0	27,350	1.00
	Sheriff's Office	302,925	302,925	0	0.00
CAPITAL FACILITIES FUND	Animal Shelter	869,959	0	869,959	0.00
	Justice Center	(200,000)	0	(200,000)	0.00
	Capital Facilities Fund Intra Fund Transfers	200,000	869,959	(669,959)	0.00
ROAD & BRIDGE FUND	Public Works - Transportation	552,638	0	552,638	0.00
SOCIAL SERVICES FUND	Social Services - Child Welfare	303,642	273,278	30,364	11.00
	Social Services - County Administration	216,684	173,347	43,337	10.00
	Social Services - Child Care Assistance	40,456	36,006	4,450	2.00
DIA NOISE MITIGATION & COORDINATING FUND	DIA Restricted Legal Fees	665,970	0	665,970	0.00
FLEET MANAGEMENT FUND	Fleet & Facilities - Fleet	0	0	0	1.00
INSURANCE FUND	Insurance - Care Here Clinic HSB	187,318	0	187,318	0.00
FLATROCK FACILITY FUND	FLATROCK	35,000	0	35,000	0.00
Total Appropriation		3,955,745	2,521,485	1,434,260	29.00

Fund Summary	Expenditure Amount	Revenue Amount	Use of Fund Balance	FTE	
GENERAL FUND	\$1,084,078	\$1,168,895	(\$84,817)	5.00	
CAPITAL FACILITIES FUND	869,959	869,959	0	0.00	
ROAD & BRIDGE FUND	552,638	0	552,638	0.00	
SOCIAL SERVICES FUND	560,782	482,631	78,151	23.00	
DIA NOISE MITIGATION & COORDINATING FUND	665,970	0	665,970	0.00	
FLEET MANAGEMENT FUND	0	0	0	1.00	
INSURANCE FUND	187,318	0	187,318	0.00	
FLATROCK FACILITY FUND	35,000	0	35,000	0.00	
Total Appropriation		\$3,955,745	\$2,521,485	\$1,434,260	29.00

AMENDMENTS

**Third Amendment to the 2017 Budget
Resolution No. TBD
For Adoption on: August 22, 2017
Study Session on: August 15, 2017**



Department - (Division)	Project Name or Description	Source of Funding (Carryover, Fund Balance, Grant, Miscellaneous Revenue)	Expenditure Amount	Revenue Amount	Use of Fund Balance	Ongoing (X)	Reason for Amendment	FTE
GENERAL FUND								
Admin/Org	Copier Lease Buyout	Fund Balance	\$110,000	\$0	\$110,000		Due to the buyout of the Canon leases taking longer than originally planned, this additional amount is needed to settle out the non-termed lease contracts. This was approved in AIR on February 7, 2017.	0.0
Admin/Org	Homes for Hope	Fund Balance	20,000	0	20,000		The Homes for Hope design phase will begin in 2017. This was approved in the May 16, 2017 Study Session.	0.0
Assessor's Office	Two FTE in the Assessor's Office	Fund Balance	57,153	0	57,153	X	With the extreme growth in Adams County, two positions, Residential Data Collector and Commercial Data Collector will be instrumental in fulfilling duties presently done by the appraisers. The addition of these two positions will allow the appraisers quality time to focus on the valuation of properties.	2.0
Community & Economic Development	Water Well Testing	Fund Balance	100,000	0	100,000		Community & Economic Development will begin offering Water Well Testing. The budget for this program will be \$100,000. This was approved in the July 25, 2017 Study Session.	0.0
Coroner's Office	Additional Building Needs Related to Radiography Equipment	Fund Balance	34,300	0	34,300	X	The Radiography Equipment approved in the 2017 Adopted Budget requires electrical modifications to the building to meet machine requirements. This amount also includes the cost of year 1 of a three year maintenance contract.	0.0
Coroner's Office	Autopsy Costs	Fund Balance	90,000	0	90,000	X	Due to Colorado Revised Statutes 30-10-606(2) and 30-10-606.5, an additional amount is requested to perform additional autopsies. The growth in Adams County and also the requirement of the Colorado Revised Statutes will require more autopsies in 2017.	0.0
Deputy County Manager Admin Services - Budget Office	One FTE - Performance Analyst	Fund Balance	0	0	0	X	The Sustainability & Innovation Manager Salary and Benefit amount was split between Human Resources and Budget for 2 positions. Human Resources will use the FTE as a Compensation Manager and the Budget Office is requesting the approval of an FTE for a Performance Analyst. There is no fiscal impact.	1.0
Facilities - Admin	Construction Trailer at Strasburg	Fund Balance	50,000	0	50,000		During the All Employee Meetings in May 2017, conditions at the Strasburg location were brought up. This is to install a temporary trailer to address those conditions.	0.0
Facilities - Animal Shelter	Deappropriate and move the Animal Shelter Budget from GF to Cap Fac Fund	Fund Balance	(869,959)	0	(869,959)		To keep all expenditures related to the Animal Shelter in the Capital Facilities Fund, the design amount currently in the General Fund is being deappropriated in the General Fund and reappropriated in the Capital Facilities Fund.	0.0
Facilities - Sheriff's Office	Mental Health Unit	Fund Balance	200,000	0	200,000		On July 25, 2017, the BoCC approved a transfer from the Justice Center project budget in the Capital Facilities Fund to the Mental Health Unit budget in the General Fund.	0.0
Facilities - Sheriff's Office	Detention Center Projects	Fund Balance	65,000	0	65,000		The bids for 3 projects, Kitchen Floor Refinishing, F-Module Plumbing Access, and Modifications to Chase Ductwork, came in higher than the original budget. This will allow for completion of these 3 projects. This was approved in the July 18, 2017 Study Session.	0.0

Department - (Division)	Project Name or Description	Source of Funding (Carryover, Fund Balance, Grant, Miscellaneous Revenue)	Expenditure Amount	Revenue Amount	Use of Fund Balance	Ongoing (X)	Reason for Amendment	FTE
General Fund	Funding for Animal Shelter	Inter Fund Transfer	869,959	0	869,959		This Inter Fund Transfer from the General Fund to the Capital Facilities Fund covers the cost of the Animal Shelter that was to be paid out of the General Fund. The expenditure for the Animal Shelter has now been appropriated in the Capital Facilities Fund.	0.0
General Fund	DIA Legal Fees	Inter Fund Transfer	0	665,970	(665,970)		It was determined by the County Attorney, Finance Department, and Budget Office the DIA Legal Fees Committed Fund Balance should be kept in the General Fund instead of the General Fund and the DIA Noise Mitigation & Coordinating Fund.	0.0
General Fund	Mental Health Unit	Inter Fund Transfer	0	200,000	(200,000)		On July 25, 2017, the BoCC approved a transfer from the Justice Center project budget in the Capital Facilities Fund to the Mental Health Unit budget in the General Fund.	0.0
Social Services - Poverty Reduction	Poverty Reduction Administrator	Fund Balance	27,350	0	27,350	X	A Poverty Reduction Administrator was approved by the BoCC on April 25, 2017. This position is anticipated to start in September 2017.	1.0
Regional Affairs	Homelessness Liaison	Fund Balance	27,350	0	27,350	X	A Homelessness Outreach Liaison was approved by the BoCC on April 25, 2017. This position is anticipated to start in September 2017.	1.0
Sheriff's Office - CJCC	CJCC Grant	Grant Revenue	38,250	38,250	0		These fund will be used to procure legal services to develop and execute a jurisdictional wide Information Sharing IGA. Any remaining funds will be used to procure additional OJBC membership hours to improve the existing CJCC Federated Query Portal.	0.0
Sheriff's Office - Detentions	JBBS Grant	Grant Revenue	256,011	256,011	0		This is the continuation of the Jail Based Behavioral Services Grant (JBBS). Adams County Sheriff's Office has been receiving this grant since 2013. This grant provides therapeutic interventions to treat alcoholism, illicit drug use disorders as well as mental health illnesses related to these addictions at the Adams County Detention Center.	0.0
Sheriff's Office - Professional Standards	POST Grant	Grant Revenue	8,664	8,664	0		The Colorado Department of Law, Peace Office Standards & Training (POST) issued a purchase order to reimburse the Sheriff's Office for purchasing training equipment.	0.0
TOTAL GENERAL FUND			\$1,084,078	\$1,168,895	(\$84,817)			5.0

CAPITAL FACILITIES FUND

Facilities - Animal Shelter	Reappropriating GF Budget to Cap Facilities Fund	Fund Balance	\$869,959	\$0	\$869,959		To keep all expenditures related to the Animal Shelter in the Capital Facilities Fund, the design amount currently in the General Fund is being deappropriated in the General Fund and reappropriated in the Capital Facilities Fund.	0.0
Facilities - Justice Center Build Out	Justice Center	Fund Balance	(200,000)	0	(200,000)		On July 25, 2017, the BoCC approved a transfer from the Justice Center project budget in the Capital Facilities Fund to the Mental Health Unit budget in the General Fund.	0.0
Capital Facilities Fund	Transfer from GF related to Animal Shelter	Inter Fund Transfer	0	869,959	(869,959)		This Inter Fund Transfer from the General Fund to the Capital Facilities Fund covers the cost of the Animal Shelter that was to be paid out of the General Fund. The expenditure for the Animal Shelter has now been appropriated in the Capital Facilities Fund.	0.0
Capital Facilities Fund	Transfer to GF related to Mental Health Unit Increase	Inter Fund Transfer	200,000	0	200,000		On July 25, 2017, the BoCC approved a transfer from the Justice Center project budget in the Capital Facilities Fund to the Mental Health Unit budget in the General Fund.	0.0

TOTAL CAPITAL FACILITIES FUND

\$869,959 \$869,959 \$0

0.0

Department - (Division)	Project Name or Description	Source of Funding (Carryover, Fund Balance, Grant, Miscellaneous Revenue)	Expenditure Amount	Revenue Amount	Use of Fund Balance	Ongoing (X)	Reason for Amendment	FTE
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ROAD & BRIDGE FUND

Public Works - Transportation	Resurfacing of Additional Lane Miles	Fund Balance	\$552,638	\$0	\$552,638		The bid for materials submitted by Martin Marietta exceeded the available budget. At the direction of the BoCC at Public Hearing on May 23, 2017, the budget was increased rather than reduce the lane miles by 8,000 feet.	0.0
TOTAL ROAD & BRIDGE FUND			\$552,638	\$0	\$552,638			0.0

SOCIAL SERVICES FUND

Social Services - Child Welfare	11 FTEs in Child Welfare	State Grant/FB	\$303,642	\$273,278	\$30,364	X	These 11 FTE are mandated by SB 15-242. 10.5 of the FTE request will have 90% state funding. The .50 FTE will be added to an existing FTE using \$36,000 from the Promoting Safe and Stable Families Grant. This is also 90% reimbursable by the State of Colorado.	11.0
Social Services - County Administration	10 FTEs in SS County Admin	State & Fed Grant/FB	216,684	173,347	43,337	X	These 10 FTE in the County Administration Program are reimbursed 80% by State & Federal Funding. These FTE will help clear the backlog of cases.	10.0
Social Services - Child Care Assistance	2 FTEs in Child Care Assistance	State & Fed Grant/FB	40,456	36,006	4,450	X	These 2 FTE are necessary to cover the increase in applications in the Child Care Assistance Program. This is reimbursed 63% by Federal Revenue and 26% by State Revenue.	2.0
TOTAL SOCIAL SERVICES FUND			\$560,782	\$482,631	\$78,151			23.0

DIA NOISE MITIGATION & COORDINATING FUND

DIA Restricted Legal Fees	DIA Legal Fees	Fund Balance	\$665,970	\$0	\$665,970		It was determined by the County Attorney, Finance Department, and Budget Office the DIA Legal Fees Committed Fund Balance should be kept in the General Fund instead of the General Fund and the DIA Noise Mitigation & Coordinating Fund.	0.0
TOTAL DIA NOISE MITIGATION & COORDINATING FUND			\$665,970	\$0	\$665,970			0.0

FLEET MANAGEMENT FUND

Fleet & Facilities - Fleet	Fleet Operations Manager	Fund Balance	\$0	\$0	\$0	X	With the consolidation of the Fleet Department and Facilities Department into one department, staffing was reduced from two directors to one and a Fleet Operations Manager position was added to the new structure. This is expenditure neutral.	1.0
TOTAL FLEET MANAGEMENT FUND			\$0	\$0	\$0			1.0

Department - (Division)	Project Name or Description	Source of Funding (Carryover, Fund Balance, Grant, Miscellaneous Revenue)	Expenditure Amount	Revenue Amount	Use of Fund Balance	Ongoing (X)	Reason for Amendment	FTE
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INSURANCE FUND

Insurance - Care Here Clinic HSB	Start up of HSB Clinic	Fund Balance	\$187,318	\$0	\$187,318	X	The Care Here Clinic is opening in the Human Services Building in October 2017. This is to cover the start up costs related to the clinic.	0.0
TOTAL INSURANCE FUND			\$187,318	\$0	\$187,318			0.0

FLATROCK FACILITY FUND

FLATROCK	Repairs to Range	Fund Balance	\$35,000	\$0	\$35,000		During an inspection of the Shooting Range, some components, including the bullet trap auger that moves the lead bullets from the trap are wearing to the point of requiring immediate attention/replacement. The components and labor to assemble/install everything over the course of 3 days per range came to a total cost of \$35,000.	0.0
TOTAL FLATROCK FACILITY FUND			\$35,000	\$0	\$35,000			0.0

TOTAL ALL FUNDS - 2017 THIRD AMENDMENT

	\$3,955,745	\$2,521,485	\$1,434,260					29.0
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PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 22, 2017
SUBJECT: Shooting Range Remediation Planning
FROM: Raymond H. Gonzales, Interim County Manager Patti Duncan, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment Three to the agreement with Quantum Water Consulting for the remediation planning of the old Sheriff's Office Shooting Range.

BACKGROUND:

Quantum Water Consulting was awarded an agreement in 2015 for consulting services for remediation planning at the old Sheriff's Office Shooting Range. Quantum's initial work scope was to perform Environmental Site Assessment, identify the potential work scope, and coordinate preliminary plans with Colorado Department of Public Health and Environment (CDPHE) for eventual remediation.

Amendment Three covers additional work that was not anticipated in the March 18, 2016 estimated budget. In order to complete the landfill cover design to accommodate solar panels, and perform the groundwater monitoring required by the CDPHE, a one year extension in the not to exceed amount of \$135,125 is requested. In addition, a \$30,000 contingency is also requested to cover unforeseen costs and groundwater monitoring, for a total cost of Amendment Three not to exceed \$165,125.

The project breakdown is as follows:

- Original Contract- awarded in October 2015 is a time and material agreement not-to-exceed value of \$100,000.00.
 - Development of initial work scope and Phase I Environmental Site Assessment
- Amendment One- was approved April 29, 2016 for \$270,000.00, bringing the total contract value to \$370,000.00.
 - Testing and Phase II Environmental Site Assessment
- Amendment Two- was approved March 7, 2017 for \$98,960.00, bringing the total contract value to \$468,960.00.
 - Development of Corrective Action Plan and begin landfill cover design

- Amendment Three- an additional \$165,125.00 is requested for a new total contract cost of \$634,085.00.
 - Complete the design of landfill cover for solar panels and provide required quarterly groundwater testing
 - Include a \$30,000 contingency for unforeseen conditions.

The recommendation is to approve Amendment Three to extend the agreement for one year and include additional services for the remediation planning project of the old Sheriff’s Office Shooting Range with Quantum Water Consulting in the amount of \$165,125 for a total contract cost of \$634,085.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community & 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: 00025
Cost Center: 9295

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7685		\$2,500,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$2,500,000

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 THREE TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND QUANTUM WATER CONSULTING FOR ADDITIONAL
SERVICES

WHEREAS, on September 23, 2015, Quantum Water Consulting was awarded an agreement to provide consulting and remediation planning services for the Sheriff's Office Old Shooting Range; and,

WHEREAS, the Community and Economic Development Department would like to extend the agreement for an additional year; and,

WHEREAS, additional services need to be added to the agreement to accommodate solar panels to the landfill cover design and required quarterly groundwater testing; and,

WHEREAS, Quantum Water Consulting agrees to provide the additional services in the not to exceed amount of \$165,125.00 for a total agreement price of \$634,085.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Three to the agreement between Adams County and Quantum Water Consulting be approved.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 22, 2017
SUBJECT: Construction Manager General Contractor Services for the Adams County Animal Shelter
FROM: Raymond H. Gonzales, Interim County Manager Patti Duncan, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
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 to Saunders Construction to provide Construction Manager General Contractor (CMGC) services for the Adams County Animal Shelter.

BACKGROUND:

The current Animal Shelter, located at 10705 Fulton Street, Brighton, was retro-fitted from an existing warehouse in 2002. While much effort was put forth into making the shelter as functional as possible, the structure was not originally designed for sheltering animals. Per direction of the Board of County Commissioners, a new Animal Shelter is planned to provide additional amenities to the community, and the animals under care, that the current shelter does not provide.

A formal Request for Proposal to provide CMGC services for the Adams County Animal Shelter was sent to the pre-qualified construction firms. Proposals were opened on June 12, 2017. All five of the pre-qualified firms submitted proposals.

After a thorough evaluation, the scores were close enough to each other that the Evaluation Team decided to interview all of the proposing firms. Four of the five firms were interviewed (Sampson Construction Company withdrew from the interview process upon receiving another large project). After completion of the interviews, the determination was made that Saunders Construction provided the best overall value to Adams County.

The recommendation is that Saunders Construction be awarded the contract for CMGC services for the Adams County Animal Shelter. The initial phase of this project is for the pre-construction and design in the amount of \$72,446.00. The Guaranteed Maximum Price (GMP) will be finalized prior to construction.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities and Fleet Management

ATTACHED DOCUMENTS:

Resolution
Evaluation Summaries (Proposals and Interviews)

FISCAL IMPACT:

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

Fund: 4
Cost Center: 3161

	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:	9055	31611701	\$12,869,959
Add'l Capital Expenditure not included in Current Budget:	9055	31611801*	\$11,000,000
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

* Additional \$11,000,000 in the Capital Expenditure not included in Current Budget line is contingent on the 2018 budget being approved and adopted.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AWARDING AN AGREEMENT TO SAUNDERS CONSTRUCTION FOR
CONSTRUCTION MANAGEMENT GENERAL CONTRACTOR SERVICES FOR THE
ADAMS COUNTY ANIMAL SHELTER

WHEREAS, Saunders Construction submitted a proposal on June 12, 2017, to provide Construction Manager General Contractor (CMGC) Services for the Adams County Animal Shelter; and,

WHEREAS, after thorough evaluation it was deemed that Saunders Construction, was the most responsive and responsible proposer; and,

WHEREAS Saunders Construction agrees to provide CMGC services for the Adams County Animal Shelter, with the initial pre-construction and design cost of \$72,446.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to Saunders Construction to provide CMGC services for the Adams County Animal Shelter project.

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

RFP #2017.432 CMGC ANIMAL SHELTER EVALUATION SUMMARY SHEET

CONTRACTOR: Fransen Pittman- Englewood, Colorado

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Evaluator 6	Evaluator 7	CATEGORY TOTALS	Pre-Construction & Design Phase
Professionalism	0.25	0.15	0.15	0.175	0.25	0.2	0.1	0.15	1.175	\$65,000.00
Project Understanding	0.5	0.3	0.3	0.3	0.4	0.3	0.2	0.3	2.1	
General Project Experience	0.5	0.3	0.3	0.3	0.3	0.3	0.1	0.2	1.8	
Similar Project Experience	1	0.6	0.4	0.6	0.2	0.4	0.2	0.4	2.8	
Const. Mgmt Team	1	0.6	0.6	0.6	0.6	0.6	0.4	0.6	4	
General Items	0.25	0.15	0.1	0.15	0.2	0.15	0.1	0.15	1	
Pricing	1.5	1.2	1.2	1.2	1.2	1.2	1.2	1.2	8.4	
TOTALS:	5	3.3	3.05	3.325	3.15	3.15	2.3	3	21.275	

TOTAL SCORE: 21.275

TOTAL AVG. SCORE: 3.039

CONTRACTOR: Sampson Construction Company-Ft. Collins, Colorado

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Evaluator 6	Evaluator 7	CATEGORY TOTALS	Pre-Construction & Design Phase
Professionalism	0.25	0.15	0.15	0.125	0.25	0.1	0.1	0.15	1.025	\$48,000.00
Project Understanding	0.5	0.3	0.3	0.3	0.4	0.2	0.2	0.3	2	
General Project Experience	0.5	0.3	0.3	0.3	0.3	0.3	0.2	0.2	1.9	
Similar Project Experience	1	0.6	0.4	0.6	0.6	0.4	0.4	0.6	3.6	
Const. Mgmt Team	1	0.6	0.6	0.6	0.6	0.6	0.4	0.6	4	
General Items	0.25	0.15	0.1	0.15	0.2	0.1	0.1	0.1	0.9	
Pricing	1.5	1.15	1.15	1.15	1.15	1.15	1.15	1.15	8.05	
TOTALS:	5	3.25	3	3.225	3.5	2.85	2.55	3.1	21.475	

TOTAL SCORE: 21.475

TOTAL AVG. SCORE: 3.068

CONTRACTOR: Saunders Construction Inc.-Denver, Colorado

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Evaluator 6	Evaluator 7	CATEGORY TOTALS	Pre-Construction & Design Phase
Professionalism	0.25	0.2	0.25	0.2	0.25	0.25	0.2	0.2	1.55	\$72,446.00
Project Understanding	0.5	0.4	0.5	0.4	0.5	0.4	0.4	0.3	2.9	
General Project Experience	0.5	0.3	0.5	0.3	0.4	0.5	0.5	0.3	2.8	
Similar Project Experience	1	0.7	1	0.6	0.8	0.6	0.8	0.6	5.1	
Const. Mgmt Team	1	0.8	0.8	0.8	0.8	1	1	0.6	5.8	
General Items	0.25	0.15	0.25	0.2	0.25	0.2	0.2	0.2	1.45	
Pricing	1.5	0.99	0.99	0.99	0.99	0.99	0.99	0.99	6.93	
TOTALS:	5	3.54	4.29	3.49	3.99	3.94	4.09	3.19	26.53	

TOTAL SCORE: 26.53

TOTAL AVG. SCORE: 3.790

CONTRACTOR: FCI Constructors-Frederick, Colorado

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Evaluator 6	Evaluator 7	CATEGORY TOTALS	Pre-Construction & Design Phase
Professionalism	0.25	0.15	0.2	0.175	0.25	0.15	0.2	0.15	1.275	\$59,160.00
Project Understanding	0.5	0.4	0.4	0.4	0.5	0.3	0.4	0.3	2.7	
General Project Experience	0.5	0.3	0.4	0.3	0.5	0.3	0.5	0.2	2.5	
Similar Project Experience	1	0.7	0.4	0.8	0.6	0.6	0.8	0.4	4.3	
Const. Mgmt Team	1	0.7	0.6	0.6	0.8	0.8	0.8	0.8	5.1	
General Items	0.25	0.15	0.15	0.175	0.25	0.15	0.2	0.15	1.225	
Pricing	1.5	0.57	0.57	0.57	0.57	0.57	0.57	0.57	3.99	
TOTALS:	5	2.97	2.72	3.02	3.47	2.87	3.47	2.57	21.09	

TOTAL SCORE: 21.09

TOTAL AVG. SCORE: 3.013

CONTRACTOR: The Weitz Company-Denver, Colorado

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Evaluator 6	Evaluator 7	CATEGORY TOTALS	Pre-Construction & Design Phase
Professionalism	0.25	0.2	0.2	0.2	0.2	0.2	0.2	0.2	1.4	\$65,000.00
Project Understanding	0.5	0.35	0.5	0.4	0.3	0.4	0.3	0.4	2.65	
General Project Experience	0.5	0.3	0.5	0.3	0.4	0.5	0.4	0.2	2.6	
Similar Project Experience	1	0.6	1	0.6	0.8	1	0.8	0.6	5.4	
Const. Mgmt Team	1	0.6	1	0.6	0.8	0.8	0.6	0.6	5	
General Items	0.25	0.15	0.2	0.15	0.15	0.2	0.2	0.15	1.2	
Pricing	1.5	0.59	0.59	0.59	0.59	0.59	0.59	0.59	4.13	
TOTALS:	5	2.79	3.99	2.84	3.24	3.69	3.09	2.74	22.38	

TOTAL SCORE:	12.86
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TOTAL AVG. SCORE:	3.197
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RFP #2017.432 CMGC ANIMAL SHELTER INTERVIEW EVALUATION SUMMARY SHEET

CONTRACTOR: The Weitz Company-Denver, Colorado

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	CATEGORY TOTALS	Pre-Construction/Design Phase
Interview	3.75	2.62	1.5	2.62	2.25	2.25	11.24	\$65,000.00
Pricing	1.25	0.49	0.49	0.49	0.49	0.49	2.45	
TOTALS:	5	3.11	1.99	3.11	2.74	2.74	13.69	

TOTAL SCORE: 13.69

AVERAGE 2.738

CONTRACTOR: FCI Constructors-Frederick, Colorado

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	CATEGORY TOTALS	Pre-Construction/Design Phase
Interview	3.75	3	3.75	2.25	3	3	15	\$59,160.00
Pricing	1.25	0.48	0.48	0.48	0.48	0.48	2.4	
TOTALS:	5	3.48	4.23	2.73	3.48	3.48	17.4	

TOTAL SCORE: 17.4

AVERAGE 3.480

CONTRACTOR: Saunders Construction Inc.-Denver, Colorado

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	CATEGORY TOTALS	Pre-Construction/Design Phase
Interview	3.75	3.37	3	3.37	3.75	3.75	17.24	\$72,446.00
Pricing	1.25	0.82	0.82	0.82	0.82	0.82	4.1	
TOTALS:	5	4.19	3.82	4.19	4.57	4.57	21.34	

TOTAL SCORE: 21.34

AVERAGE 4.268

CONTRACTOR: Fransen Pittman- Englewood, Colorado

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	CATEGORY TOTALS	Pre-Construction/Design Phase
Interview	3.75	3	3	2.5	3	2	13.5	\$65,000.00
Pricing	1.25	0.99	0.99	0.99	0.99	0.99	4.95	
TOTALS:	5	3.99	3.99	3.49	3.99	2.99	18.45	

TOTAL SCORE:	18.45
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AVERAGE	3.690
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PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 22, 2017
SUBJECT: Architect & Engineering Services for the Adams County Opportunity Center
FROM: Raymond H. Gonzales, Interim County Manager Patti Duncan, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON: July 25, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment One to the agreement with Treanor H+L Architects for additional design and supplemental engineering work on the Adams County Opportunity Center.

BACKGROUND:

On April 19, 2016, the Board of County Commissioners approved the award of an agreement to Treanor H+L Architects for Architect & Engineering (A&E) Design Services at the Adams County Opportunity Center.

Amendment One will include additional A&E Design Services to implement a landscaping program at the request of County leadership and for necessary supplementary engineering performed in support of the electrical and structural system.

The cost for the proposed additional services is \$42,264.00; increasing the original agreement amount from \$344,000.00 to \$386,264.00.

This request was presented to the Board of County Commissioners on July 25, 2017, in which the Commissioners approved the budget transfer of unspent construction funds from the Justice Center Phase II Build-Out to the Adams County Opportunity Center and one other project.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities and 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: 4
Cost Center: 3160

	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:	9055	31601601	\$7,425,075
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$7,425,075</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 TREANOR H+L ARCHITECTS FOR ADDITIONAL ARCHITECT
AND ENGINEERING DESIGN SERVICES

WHEREAS, on April 19, 2016, Adams County and Treanor H+L Architects entered into an agreement for Architect & Engineering (A&E) Design Services for the Adams County Opportunity Center; and,

WHEREAS, Amendment One will include additional A&E Design Services to implement a landscaping program at the direction of County leadership and to add necessary supplementary engineering performed in support of the electrical and structural system.

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 Treanor H+L Architects for the additional A&E Design Services be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment One with Treanor H+L Architects after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 22, 2017
SUBJECT: Sheriff's Office Website Redesign
FROM: Raymond H. Gonzales, Interim County Manager Patti Duncan, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
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 Two to the agreement with Neon Rain Interactive, LLC for the redesign of the Sheriff's Office website

BACKGROUND:

In 2015, Adams County issued a formal Request for Proposal (RFP) seeking a qualified contractor to perform a redesign of the Adams County website to optimize citizen interaction, engagement, and access to online services. After a thorough evaluation, Neon Rain Interactive, LLC, was deemed to provide the best value for the County. Neon Rain Interactive, LLC was awarded an agreement for an initial amount of \$79,327.00. Along with the website pages, additional services were necessary to complete the migration of content from the old website to the new environment. These services added \$27,851.34 to the original agreement.

Being pleased with the quality of work completed for the County, the Sheriff's Office submitted a sole source request to have Neon Rain redesign their website similarly to the main Adams County website. Utilizing Neon Rain for the Sheriff's Office would also keep uniformity amongst the design of all County web pages. The sole source request was approved by the County Manager's Office on August 8, 2017 in the amount of \$76,050.00.

Staff is recommending that Amendment Two be approved with Neon Rain Interactive, LLC for the redesign of the Sheriff's Office website in the not to exceed amount of \$76,050.00 for a total contract price of \$183,228.34.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Sheriff's Office

ATTACHED DOCUMENTS:

Resolution

Revised 07/2017

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: 2010

	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:	7635		\$76,050
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$76,050</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 TWO TO THE AGREEMENT
BETWEEN ADAMS COUNTY AND NEON RAIN INTERACTIVE, LLC
FOR THE REDESIGN OF THE SHERIFF'S OFFICE WEBSITE

WHEREAS, the County entered into an agreement for website redesign with Neon Rain Interactive, LLC in 2015; and,

WHEREAS, a sole source request was approved on August 8, 2017 by the Adams County Manager's Office to Neon Rain Interactive, LLC to redesign the Sheriff's Office Website; and,

WHEREAS, Neon Rain Interactive, LLC agrees to redesign the Sheriff's Office Website in the not to exceed amount of \$76,050.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Two to the Agreement between Adams County and Neon Rain Interactive, LLC be approved.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 22, 2017
SUBJECT: Aerotropolis Regional Transportation Authority
FROM: Heidi Miller, County Attorney
AGENCY/DEPARTMENT: County Attorney's Office
HEARD AT STUDY SESSION ON: August 15, 2017 and prior sessions
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners conducts a second public hearing on the creation of the Regional Transportation Authority and approves the Resolution submitting ballot questions

BACKGROUND:

The City of Aurora, Adams County and the Aerotropolis Area Coordinating Metropolitan District (Initial Members) are exploring the possibility of establishing a regional transportation authority (RTA) south of Denver International Airport. The fundamental purpose of a regional transportation authority is to finance, construct, operate, and/or maintain regional transportation systems within the authority's boundaries. § 43-4-605(1)(f), C.R.S. The term, "regional transportation system" is broadly defined to include any property, improvement, or system that transports or conveys people or goods by any means, whether it be automobile, truck, bus, rail, air, or gondola. § 43-4-603(16), C.R.S. The initial boundary is generally located north of I-70, east of E-470, west of Powhatan Road, and south of 56th avenue. The legal description and map of the proposed boundaries are attached for reference.

The intent of this public hearing is to provide the public a second opportunity to comment on the proposed IGA and RTA. The first hearing was held on August 15, 2017 at 9:30 AM at the Adams County Government Center. Notice of the two hearings has been posted in the Denver Post and has met the statutory notice requirements of it being posted for at least 10 days prior to the hearings.

An Intergovernmental Agreement (IGA) between the members is contemplated to plan the funding, design, construction and operation of regional infrastructure, including new interchanges on E-470 and I-70 and construction of significant arterial roads within the boundaries of the proposed Authority. The construction of Public/private Infrastructure activities would be required to be processed in accordance with the applicable federal, state, city and county regulations and approval

criteria which may require additional agreements in accordance with standard operating practices and State law. The potential infrastructure can be found in the draft IGA.

The initial members would need to approve an Intergovernmental Agreement to establish the RTA, and place one or more questions to, levy taxes, and authorize debt on the ballot for consideration by registered voters within the boundaries of the proposed authority. A regional transportation authority is a political subdivision of the State of Colorado created under the authority granted by the Regional Transportation Authority Law, Section 43-4-601, et seq., C.R.S. An authority is established by contract between two or more cities, two or more counties, or one or more cities and one or more counties. §§ 43-4-602(4) and 43-4-603(1), C.R.S. A special district may be a party to the IGA, provided that the district is organized with street improvement, safety protection, or transportation powers. § 43-4-602(4)(a), C.R.S. The parties' status meets these requirements.

The RTA is planned to coincide with a new development named Aurora Highlands which is planned to be constructed over the course of twenty years in the boundaries of the City of Aurora and is subject to the City of Aurora's Development Review Process. The Aurora Highlands is contemplated to be a multi-use, master planned community that will eventually cover approximately 5,000-acres of development including; approximately 23,000 homes with 60,000 residents, parks, trails, commercial retail, corporate campus, a medical campus, and class-A office space. Plans include affordable housing units among the multi-family and single family homes. Proposed home prices tentatively range from \$200,000 to more than \$1 million.

A regional transportation authority is vested with the power to raise revenue by several available methods. For example, an authority may charge tolls, rates and fees for the privilege of traveling on any regional transportation system. § 43-4-605(1)(d), C.R.S. It may also impose an annual motor vehicle registration fee in an amount not to exceed \$10.00 for each motor vehicle registered by residents of the authority. § 43-4-605(1)(i), C.R.S. Subject to voter approval, an authority may levy a sales and use tax at a rate not to exceed 1.00% and/or a lodgers' tax at a rate not to exceed 2.00% on taxable transaction that occur within its boundaries. §§ 43-4-605(1)(i.5) and (j), C.R.S. Likewise, a regional transportation authority may utilize a variety of means to finance regional transportation systems. Subject to voter approval, an authority may issue bonds payable from all or a specified portion of the authority's revenues.

At present, there are five regional transportation authorities that have been established throughout the state. Those regional transportation authorities include the Roaring Fork Transportation Authority, Pikes Peak Rural Transportation Authority, Gunnison Valley Rural Transportation Authority, South Platte Valley Regional Transportation Authority, and the Baptist Road Rural Transportation Authority.

The specific potential contributions from Adams County and the City of Aurora are currently being negotiated. The County and City intend to finalize the negotiations regarding potential contributions to the RTA and the Capital Plan by the end of the year.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works, Regional Affairs, Finance, County Manager's Office

ATTACHED DOCUMENTS:

Resolution
Intergovernmental Agreement

FISCAL IMPACT:

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

Fund:
Cost Center:

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

If the Regional Transportation Authority is formed and the Capital Plan adopted, there will be a financial impact to the County. The extent of the financial impact is not yet known.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF ADAMS, STATE OF COLORADO, SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE PROPOSED AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY AT THE NOVEMBER 7, 2017 ELECTION, BALLOT QUESTIONS REGARDING THE ESTABLISHMENT OF THE AUTHORITY, THE LEVYING OF PROPERTY AND SALES TAXES AND THE ISSUANCE OF DEBT BY THE AUTHORITY, AND A REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION

WHEREAS, in 2016, the Colorado Aerotropolis Visioning Study (the “Study”) found that an infrastructure framework for transportation is critical to fostering and supporting economic development in the area surrounding Denver International Airport; and,

WHEREAS, the Study recommended the formation of a regional entity to make investments in regional transportation infrastructure; and,

WHEREAS, the Board of County Commissioners (the “BoCC”) of the County of Adams, State of Colorado (the “County”) believes that strategic partnerships to proactively plan the funding, design, construction and operation of regional transportation infrastructure to make additional land available for development will create favorable market conditions to attract new commercial activity and housing to support employment growth; and,

WHEREAS, current funding mechanisms are inadequate to improve the existing transportation infrastructure; and,

WHEREAS, in furtherance of the public interest and economic health of the region, the BoCC desires to create a separate legal entity to effectuate the goals of fostering and supporting economic development through the expansion and creation of regional transportation improvements; and,

WHEREAS, pursuant to the Regional Transportation Authority Law, §§ 43-4-601 *et seq.*, C.R.S. (the “Act”), Colorado municipalities, counties, and special districts are authorized to establish, by contract, regional transportation authorities, which are authorized to finance, construct, operate and maintain regional transportation systems; and,

WHEREAS, representatives of the County, the City of Aurora, Colorado (the “City”), and the Aerotropolis Area Coordinating Metropolitan District (the “District”) have been negotiating the terms of an Establishing Agreement (the “Establishing Agreement”) for the Aerotropolis Regional Transportation Authority (the “Authority”); and,

WHEREAS, the approval and execution of the Establishing Agreement is subject to: (i) review and comment by the Colorado Department of Transportation, the Regional Transportation District, and the E-470 Public Highway Authority (the “Reviewing Entities”); (ii) the holding of at least two public hearings on the Establishing Agreement by each of the parties thereto; and (iii)

the submission to a vote of and approval by the registered electors residing within the boundaries of the proposed Authority; and,

WHEREAS, a copy of the Establishing Agreement has been provided to each of the Reviewing Entities for comment as required by Section 43-4-603(1) of the Act: and,

WHEREAS, the BoCC has held two public hearings on the Establishing Agreement – the first at its regular meeting on August 15, 2017 and the second at its regular meeting on August 22, 2017 – as required by Section 43-4-603(3) of the Act: and

WHEREAS, the BoCC finds and determines that it is appropriate for the County, acting jointly with the City and the District, to certify ballot questions regarding the establishment of the Authority, the levying of a property tax and a sales tax and the issuance of debt and other multiple fiscal year financial obligations by the Authority, and a revenue change under Article X, Section 20 of the Colorado Constitution to the County Clerk and Recorder for submission to a vote of the registered electors residing within the boundaries of the proposed Authority at the November 7, 2017, election; and,

WHEREAS, the BoCC directs County staff to continue negotiations with the City and the District on the Establishing Agreement and, in particular, the capital plan identifying the regional transportation system improvements, the costs of such public improvements, and the respective contributions of each Member towards achievement of the capital plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF ADAMS, STATE OF COLORADO:

Section 1. The BoCC, in joint cooperation with the City and the District, hereby certifies the following ballot questions to the County Clerk and Recorder for submission to a vote of the registered electors residing within the boundaries of the proposed Authority at the November 7, 2017, election:

a. **BALLOT QUESTION A - PROPERTY TAX OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY**

SHALL AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY TAXES BE INCREASED \$500,000 IN FISCAL YEAR 2019 AND BY WHATEVER AMOUNTS ARE RAISED IN EACH SUBSEQUENT FISCAL YEAR, BY THE IMPOSITION OF AD VALOREM PROPERTY TAXES LEVIED IN ANY YEAR AT A RATE NOT TO EXCEED FIVE (5) MILLS AND WITHOUT LIMITATION AS TO AMOUNT OR ANY OTHER CONDITION, FOR THE PURPOSES OF SUCH AUTHORITY, AND SHALL THE PROCEEDS OF SUCH TAXES AND ANY INVESTMENT INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY IN FISCAL YEAR 2019 AND EACH FISCAL YEAR THEREAFTER AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION AND LAWS OF COLORADO NOW OR HEREAFTER IN EFFECT, ALL WITHOUT LIMITING IN

ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

YES____ NO____

- b. BALLOT QUESTION B - SALES TAX OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

SHALL AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY TAXES BE INCREASED \$500,000 IN FISCAL YEAR 2018 AND BY WHATEVER AMOUNTS ARE RAISED IN EACH SUBSEQUENT FISCAL YEAR, BY THE IMPOSITION OF A SALES TAX AT THE RATE OF 1.00% IN THE MANNER AUTHORIZED BY THE REGIONAL TRANSPORTATION AUTHORITY LAW, PART 6 OF ARTICLE 4, TITLE 43, COLORADO REVISED STATUTES, FOR THE PURPOSES OF SUCH AUTHORITY, AND SHALL THE PROCEEDS OF SUCH TAXES AND ANY INVESTMENT INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY IN FISCAL YEAR 2018 AND EACH FISCAL YEAR THEREAFTER AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION AND LAWS OF COLORADO NOW OR HEREAFTER IN EFFECT, ALL WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

YES____ NO____

- c. BALLOT QUESTION C - REVENUE CHANGE FOR AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

SHALL THE AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY BE AUTHORIZED TO COLLECT, RETAIN AND SPEND THE FULL AMOUNT OF ALL TAXES, FEES, CHARGES, GRANTS, INTERGOVERNMENTAL PAYMENTS OR OTHER REVENUES, FROM WHATEVER SOURCE DERIVED, DURING FISCAL YEAR 2018 AND EACH FISCAL YEAR THEREAFTER, SUCH AMOUNTS TO CONSTITUTE A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION OR LAWS OF THE STATE OF COLORADO NOW OR HEREAFTER IN EFFECT, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUE THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

YES____ NO____

- d. BALLOT QUESTION D - BONDS OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

SHALL AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY DEBT BE INCREASED \$600,000,000 WITH A REPAYMENT COST OF \$1,800,000,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, BY THE ISSUANCE OF REVENUE BONDS OR OTHER OBLIGATIONS OF THE AUTHORITY, WHICH BONDS OR OTHER OBLIGATIONS MAY BE REFUNDED IN WHOLE OR IN PART AT RATES EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED OBLIGATIONS, ALL FOR THE PURPOSE OF DEFRAYING THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING REGIONAL TRANSPORTATION IMPROVEMENTS AND APPURTENANT FACILITIES, EQUIPMENT, LAND AND EASEMENTS AND EXTENSIONS AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 9.00% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED AT ONE TIME OR FROM TIME TO TIME AND TO BE SECURED AND PAID FROM SUCH FUNDS AND REVENUES OF THE AUTHORITY AS AUTHORIZED BY THE INTERGOVERNMENTAL AGREEMENT PURSUANT TO WHICH THE AUTHORITY IS ORGANIZED, AND SHALL THE PROCEEDS OF ANY SUCH DEBT, ANY REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON BE COLLECTED, KEPT AND SPENT BY THE AUTHORITY AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION OR LAWS OF THE STATE OF COLORADO NOW OR HEREAFTER IN EFFECT, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

YES ___ NO ___

- e. BALLOT QUESTION E - FORMATION OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY BY INTERGOVERNMENTAL AGREEMENT

SHALL THE AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY BE FORMED BY INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF AURORA, ADAMS COUNTY AND THE AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT, FOR THE PURPOSE OF PROVIDING REGIONAL TRANSPORTATION IMPROVEMENTS WITHIN THE AREA GENERALLY BOUNDED BY EAST 56TH AVENUE ON THE NORTH, POWHATON ROAD ON THE EAST, INTERSTATE 70 ON THE SOUTH, AND THE E-470 HIGHWAY ON THE WEST, AS SUCH AREA MAY BE INCREASED OR REDUCED?

YES ___ NO ___

Section 2. Such ballot questions shall be in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the County Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 3. All resolutions or parts of resolutions of the County in conflict herewith are hereby rescinded.

INTERGOVERNMENTAL AGREEMENT

AMONG

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF
ADAMS,

THE CITY OF AURORA

AND

THE AEROTROPOLIS AREA COORDINATING
METROPOLITAN DISTRICT

ESTABLISHING

THE AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

--- WORKING DRAFT AS OF AUGUST 17, 2017 ---

Staff have requested the following changes as of August 17, 2017:

1. Revise the definition of Regional Transportation System to insert in the first line, after "Exhibit A," "as such Exhibit may be modified, supplemented and finalized in the Capital Plan and"
2. Revise Section 4.08 to read, "Approval of Regional Transportation System. Each Member agrees to work in good faith toward the adoption of a Capital Plan that includes as many of the Regional Transportation System improvements identified in Exhibit A as are feasible within the financial assumptions of the Capital Plan and compatible with the master development plans of the respective Members, with the phasing of such improvements to be as close as reasonably possible to the phasing identified in Exhibit D."

WORKING DRAFT AS OF AUGUST 17, 2017

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- A Regional Transportation System
- B Boundaries
- C Ballot Questions
- D Phasing Plan
- E Funding Sources

ESTABLISHING AGREEMENT
FOR THE
AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

This Establishing Agreement (“Agreement”) is made and entered into as of _____, 2017, by and among the COUNTY OF ADAMS, a political subdivision of the State of Colorado, the CITY OF AURORA, a home rule municipal corporation of the Counties of Adams, Arapahoe and Douglas, and the AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT, a political subdivision of the State of Colorado and quasi-municipal corporation (collectively, “Initial Members or Members”)

RECITALS

WHEREAS, the Colorado Aerotropolis Visioning Study (“Study”), funded by a Federal Highway Administration grant and completed in 2016, collaboratively engaged local jurisdictions to determine the land use and infrastructure requirements that could enhance economic development surrounding Denver International Airport (“DIA”).

WHEREAS, the Study describes the economic potential of areas surrounding DIA;

WHEREAS, the Study found an infrastructure framework for transportation is critical to fostering and supporting economic development surrounding DIA;

WHEREAS, the Study recommended the formation of a regional entity to make investments in regional infrastructure;

WHEREAS, the County participated in the Study;

WHEREAS, the County and the City believe strategic partnerships to proactively plan the funding, design, construction and operation of regional infrastructure to make additional land available for development will create favorable market conditions to attract new commercial activity and housing to support employment growth;

WHEREAS, current funding mechanisms are inadequate to improve the existing transportation infrastructure;

WHEREAS, pursuant to the Regional Transportation Authority Law, C.R. S. 43-4-601 et seq., as amended (the “Act”), Colorado counties and municipalities are authorized to establish, by contract, regional transportation authorities, which are authorized to finance, construct, operate and maintain transportation systems;

WHEREAS, the Members have the additional authority pursuant to Colorado Constitution Art. XIV, § 18(2)(a) and C.R.S. § 29-1-203 to cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, including the sharing of costs, the imposition of taxes, or the incurring of debt;

WHEREAS, the Members support the orderly and planned extension of urban services; and

WHEREAS, in furtherance of supporting the public interest and economic health of the region, the Members desire to create a separate legal entity to effectuate the goals of fostering and supporting economic development through the expansion and creation of transportation improvements;

AGREEMENT

NOW, THEREFORE, for and in consideration of the recitals and the mutual covenants set forth below, the Members hereby agree as follows:

ARTICLE I. DEFINITIONS

1.01 Definitions. Unless otherwise defined in this Agreement, the words defined in Section 602 of the Act, when capitalized herein, shall have the meanings set forth in the Act and such definitions are incorporated herein. Terms shall, when capitalized, have the following meanings:

“Alternate Director” means any person appointed as an Alternate Director pursuant to Section 3.03 hereof.

“Authority” means the Aerotropolis Regional Transportation Authority.

“Ballot Question” means and includes each of the draft ballot questions set forth in Exhibit C.

“Board” means the Board of Directors of the Authority.

“Bond” means any bond, note, loan, indebtedness, interim certificate, contract, reimbursement agreement, financial commitment, debt or other obligation of the Authority.

“Boundaries” means the boundaries of the Authority as set forth in Exhibit B, attached hereto and incorporated herein, as such Exhibit may be amended from time-to-time in accordance with Article VII.

“Budgetary Covenant” means the covenant given herein by the City, the County and the District in Section 5.01 hereof, requiring the City Manager, County Administrator or other officer charged with responsibility for preparation of the budget to prepare and submit annually to their respective Governing Bodies a request to include in the budget and appropriate the revenues generated by each funding source identified in Exhibit E for remittance to the Authority for the Regional Transportation System, provided that the decision whether to appropriate the funds annually as requested shall be within the sole discretion of the respective Governing Bodies.

“Capital Plan” means a detailed plan and budget, approved by the Governing Body of each Member and a unanimous vote of the Board for the regional capital improvements to be funded by the Authority and incorporated into the Regional Transportation System, including the estimated costs associated with the planning, design, financing, permitting, construction, inspection and acceptance for maintenance of such improvements. Notwithstanding the Authority’s voted borrowing authority, the approved Capital Plan, as it may be modified, amended or supplemented by the Governing Body of each Member and the unanimous vote of the Board, shall establish the maximum borrowing and

funding capacity of the Authority, which may be equal to or less than such voted borrowing authority. No Bonds of the Authority shall be issued unless there is a Capital Plan in effect at the time of such issuance with sufficient unused borrowing capacity for the Bonds proposed to be issued.

“City” means the City of Aurora, State of Colorado, a home rule municipal corporation and political subdivision of the State organized and operating pursuant to the constitution and the laws of the State of Colorado in the Counties of Adams, Arapahoe and Douglas.

“Construct” “Constructed” or “Construction” means the planning, designing, engineering, acquisition, installation, construction, reconstruction or financing, through the issuance of Bonds or otherwise, of regional transportation systems.

“County” means the County of Adams, a statutory political subdivision of the State of Colorado.

“Development Fees” means those fees of the City identified in Exhibit E.

“Director” means any person appointed as a Director pursuant to Section 3.02 hereof. Whenever the person appointed as a Member’s Director pursuant to Section 3.02 hereof is absent from a Board meeting, the term “Director” shall mean the Alternate Director, if any, appointed by such Member pursuant to Section 3.03 hereof.

“District” means the Aerotropolis Area Coordinating Metropolitan District, a political subdivision and quasi-municipal corporation of the State of Colorado.

“Division of Local Government” means the Division of Local Government in the State Department of Local Affairs.

“Governing Body” means, when used with respect to a Member, the city council, the board of commissioners or the board of directors, as appropriate, of such Member.

“Member” means (a) the Initial Members, (b) the State, if required by §603(5) of the Act, (c) any municipality, (d) any county, or (e) any Title 32 District that becomes a member of the Authority pursuant to Section 7.03 hereof.

“Officer” means the Chair, Vice Chair, Secretary, Treasurer or Executive Director of the Authority, and any subordinate officer or agent appointed and designated as an officer of the Authority by the Board.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the Authority, paid or accrued, of operating, maintaining, and repairing any regional transportation system.

“Outstanding” means, as of any particular date, all Bonds or other obligations of the Authority which have been authorized, executed and delivered, *except* the following: (a) any Bond or other obligation cancelled by a paying agent, trustee or the Authority itself; (b) any Bond or other obligation held by or on behalf of the Authority; (c) any Bond or other obligation for the payment or redemption

of which moneys or direct obligations of, or obligations unconditionally guaranteed as to payment by, the United States of America sufficient (including the known minimum yield available for such purpose from such moneys or securities) to pay all debt service requirements of such Bonds or other obligations to their maturity or specified redemption date shall theretofore have been deposited in escrow or in trust with a trust bank for that purpose; or (d) any lost, destroyed or wrongfully taken Bond or other obligation for which another Bond or other obligations shall have been executed and delivered.

“Regional Transportation District” means the Regional Transportation District created and existing pursuant to Title 32, Article 9, C.R.S.

“Regional Transportation System” means those improvements identified on Exhibit A, as such Exhibit may be modified, supplemented and finalized in the Capital Plan or amended from time-to-time in accordance with Article VII, including any real or personal property or equipment, or interest therein, that is appurtenant or related to any property, improvement, or system that transports or conveys people or goods or permits people or goods to be transported or conveyed within a region by any means or that is financed, constructed, operated, or maintained in connection with the financing, construction, operation, or maintenance of any such property, improvement, or system. The term may also include such other highway, road, street, bus system, railroad, airport, gondola system, or mass transit system and any real or personal property or equipment, or interest therein, used in connection therewith hereafter approved by the Authority; any real or personal property or equipment, or interest therein, that is used to transport or convey gas, electricity, water, sewage, or information or that is used in connection with the transportation, conveyance, or provisions of any other utilities; and paving, grading, landscaping, curbs, gutters, culverts, sidewalks, bikeways, lighting, bridges, overpasses, underpasses, cross-roads, parkways, drainage facilities, mass transit lanes, park-and-ride facilities, toll collection facilities, service areas, and administrative or maintenance facilities.

“Rights-of-way” means and includes any right-of-way dedicated to the Authority, or to any of its Members, specifically for use as a part of the Regional Transportation System.

“Road and Bridge Mill Levy” means the property tax mill levy identified in Exhibit E and certified by the County annually to fund road and bridge construction projects.

“State” means the State of Colorado.

“System” means the “Regional Transportation System”, as may be expanded from time to time.

“Title 32 District” means a special district organized with street improvement, safety protection, or transportation powers under and as defined in article 1 of title 32, C.R.S..

“Use Tax” means the City Use Tax identified in Exhibit E.

“Voter Approval” means approval by a majority of the votes cast by the registered electors residing within the Boundaries in favor of the particular ballot question, ballot issue or other election question.

**ARTICLE II.
ESTABLISHMENT OF THE AUTHORITY**

- 2.01 Name. The Members hereby establish the Aerotropolis Regional Transportation Authority under the authority of the Act. The Authority shall be a separate political subdivision and body corporate of the State of Colorado, and shall possess all of the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate, unless restricted by Section 2.04 of this Agreement.
- 2.02 Purpose. The purpose of the Authority is to Construct, or cause to have Constructed, a Regional Transportation System within or outside the Boundaries of the Authority for the primary benefit of those residing or owning property within the Boundaries through the issuance of Bonds.
- 2.03 Powers. Unless otherwise limited by Section 2.04, the Authority shall have all power granted to it under the Act and Colorado State law, including all powers necessary or incidental to or implied from the specific powers granted therein.
- 2.04 Limitations. If any portion of the Regional Transportation System alters the physical structure of or negatively impacts the safe operation of any state or local transportation improvement, the Authority, at the request of the jurisdiction governing the impacted transportation improvement, shall enter into an intergovernmental agreement concerning the applicable portion of the System before commencing physical construction of that particular improvement to ensure coordinated transportation planning, efficient allocation of resources and the equitable sharing of costs. To avoid the duplication of effort, no mass transportation service shall be provided that is already provided by the Regional Transportation District without an intergovernmental agreement permitting such activity. In no event shall the Authority be authorized to impose motor vehicle registration fees or any tax without Voter Approval. Additionally, the Authority shall not impose a property tax within the Boundaries for collection in any year in which the District is imposing and allocating to a special fund, for appropriation pursuant to the Budgetary Covenant and payment to the Authority, an Aurora Regional Improvements Mill Levy. The Authority shall not use more than one percent of its gross revenues to cover administrative and maintenance expenses. Further, the Authority shall not impose a sales tax within the Boundaries for collection in any year without unanimous consent of the Board.
- 2.05 Boundaries. The initial Boundaries of the Authority are described and illustrated in Exhibit B.
- 2.06 Creation. Each Member represents that, in executing this Agreement, it has held at least two public hearings on the subject of this Agreement in accordance with §603(3) of the Act, after notice and publication, and the Governing Body of such Member has duly authorized its execution, delivery and performance.
- 2.07 Voter Approval. The Members agree to collectively submit one or more ballot questions to the registered electors residing within the Boundaries on November 7, 2017 seeking, at a minimum, Voter Approval of the establishment of the Authority, the levying of a property tax and a sales tax by the Authority, a debt question and the approval of a revenue change under Article X, Section 20 of the Colorado Constitution. A draft of the ballot questions to be submitted at the election is attached hereto as Exhibit C. The ballot question(s) shall be

submitted to the registered electors residing within the Boundaries. Each Member shall pay its pro-rata share of the costs of conducting the November 7, 2017 election.

- 2.08 Effective Date. The term of this Agreement shall begin when all of the following conditions to the establishment of the Authority have been satisfied: (a) certification by the State of Colorado Department of Local Affairs, Division of Local Government pursuant to C.R.S. §43-4-603(1); and (b) approval of a majority of the registered electors residing within the Boundaries of the Authority.

ARTICLE III. ORGANIZATION OF THE AUTHORITY

- 3.01 Establishment. The Authority shall be governed by the Board. The Board shall exercise and perform all powers, privileges and duties vested in or imposed on the Authority under the Act or other applicable law. Pursuant to the authorization provided in this Agreement, the Board may delegate any of its powers to any Director, Officer, employee or agent of the Authority.
- 3.02 Board of Directors. The Board shall be composed of five (5) directors, unless and until the Boundaries are expanded to include additional municipalities, counties or Title 32 Districts. Upon expansion of the Boundaries, the Members may agree to expand the Board to include additional Directors representing the included territory. The Board of Directors shall be initially be comprised of:
- (a) Two directors from the Governing Body of the County;
 - (b) Two directors from the Governing Body of the City; and
 - (c) One director from the District.
- 3.03 Alternate Directors. Each Member shall appoint one Alternate for each Director who shall be deemed to be such Member's Director for all purposes, including, but not limited to, voting on resolutions or other action items whenever the person appointed as such Member's Director is absent from a Board meeting.
- 3.04 Appointment and Qualifications. As required by § 603(2)(b)(I) of the Act, each Director and the Alternate Director appointed by a Member shall both be members of the Governing Body of such Member and shall be appointed as a Director or Alternate Director by the Governing Body of such Member. So long as the Director remains qualified, he or she may serve for so long as the Governing Body responsible for appointment of such Director desires.
- 3.05 Vacancies. Vacancies in the office of any Director or Alternate Director shall be filled in the same manner in which the vacant office was originally filled pursuant to Section 3.02.
- 3.06 Compensation. Directors and Alternate Directors shall serve without compensation, but may be reimbursed for expenses incurred in serving in such capacities upon such terms and pursuant to such policies as may be established by the Board.
- 3.07 Officers. The Board shall, by a majority vote, elect or appoint the following officers upon its formation, and thereafter at its first meeting of each calendar year:

- (a) Chairperson. The Chairperson shall preside over all meetings of the Authority; execute, deliver, acknowledge, file and record on behalf of the Authority, such documents as may be required by this Agreement, the Act or other applicable law; and, perform all duties incident to the office of Chairperson and such other duties as may be prescribed from time to time by the Board. The Chairperson and Vice-Chairperson positions shall not be held by persons appointed by the same Member.
- (b) Vice-Chairperson. The Vice-Chairperson shall serve as Chairperson, in his or her absence or during his or her inability to act. The Vice-Chairperson shall have such other duties, powers and authority as may be prescribed by the Board. The Chairperson and Vice-Chairperson positions shall not be held by persons appointed by the same Member.
- (c) Secretary. The Secretary shall keep a written record of the minutes of all meetings, ensure that all notices required by law are duly given, shall serve as the custodian of Authority records, shall attest to documents as the need arises, and shall perform such other functions as may be prescribed by the Board. The Secretary may be an employee of the Board, an independent contractor, an employee of a Member or a volunteer. The offices of Chairperson, Vice-Chairperson and Secretary may not be held by the same person.
- (d) Treasurer. The Treasurer shall, subject to policies established by the Board, be responsible for the custody of the funds and all stocks, bonds and other securities owned by the Authority and shall be responsible for the preparation and filing of all tax returns, if any, required to be filed by the Authority. The Treasurer shall receive all moneys paid to the Authority and, subject to any limits imposed by the Board or the Chair, shall have authority to give receipts and vouchers, to sign and endorse checks and warrants in the Authority's name and on the Authority's behalf and undertake any other lawful activity delegated by the Board. The Treasurer shall also have charge of disbursement of the funds of the Authority, shall keep full and accurate records of the receipts and disbursements, and shall deposit all moneys and other valuables in such depositories as shall be designated by the Board. The Treasurer shall deposit and invest all funds of the Authority in accordance with this Agreement and laws of the State applying to the deposit and investment of public funds. The Treasurer shall have such additional authority, powers and duties as are appropriate and customary for the office of Treasurer of entities such as the Authority, and as the Board may otherwise prescribe. The Secretary may be an employee of the Board, an independent contractor, or a volunteer.

3.08 Insurance and Indemnification. The Authority shall insure and/or defend each Director, Officer and employee of the Authority in connection with any claim or actual or threatened suit, action or proceeding (civil, criminal or other, including appeals), in which he or she may be involved in his or her official capacity by reason of his or her being or having been a Director, Officer or employee of the Authority, or by reason of any action or omission by him

or her in such capacity. The Authority shall insure and/or defend each Director, Officer and employee of the Authority for, from and against all liability, costs and expenses arising from any such claim, suit or action, except any liability arising from criminal offenses or willful misconduct. The Authority's obligations pursuant to this Section shall be limited to funds of the Authority available for such purpose, including but not limited to insurance proceeds, and no Member shall be liable pursuant to this Agreement to provide any such insurance or indemnification.

- 3.09 Resignation and Removal. Any Director or Alternate Director (a) may resign at any time, effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning; and (b) may be removed at any time by the Governing Body of the Member that appointed him or her, effective upon receipt by the Secretary or the Chair of written notice signed by the Governing Body of the appointing Member.

ARTICLE IV. BOARD OF DIRECTORS

- 4.01 Powers. The Board of Directors shall have all power granted to it under the Act and Colorado State law, including all rights and powers necessary or incidental to or implied from the specific powers granted therein.
- 4.02 Voting. All official actions of the Board shall be taken by a motion or by a resolution. Except as otherwise provided herein, actions of the Board shall be approved upon the affirmative vote of at least a majority of the Directors then in office who are eligible to vote. A majority of the Board of Directors then in office who are eligible to vote shall constitute a quorum. No official action shall be taken by the Board unless a quorum is present at a meeting. Except as otherwise provided in this Agreement, any official action taken by the Board shall be approved by a simple majority of the Directors then in office who are eligible to vote and are present and voting.
- 4.03 Meetings. The Board shall meet no less than quarterly. Meetings will be held at the location as may from time to time be designated by the Board. Notice of meetings shall be posted in the locations established by the Board, in accordance with the Colorado Open Meetings Law, C.R.S. §24-6-401 *et seq.*
- 4.04 Notice. The Authority shall provide at least 24 hours' written notice of meetings to each Director and Alternate Director and to the Governing Body of each Member.
- 4.05 Ethics. Notwithstanding any other provision hereof, a Director shall disqualify himself or herself from voting on any issue with respect to which he or she has a conflict of interest, unless he or she has disclosed such conflict of interest in compliance with §§18-8-308 and 24-18-101 *et seq.*, C.R.S., as amended. It is permissible for the Alternate Director to vote in place of any disqualified Director, provided that the Alternate Director shall be subject to disqualification under the same standards applicable to the disqualified Director.
- 4.06 Special Meetings. The Board may convene special meetings at the request of any Member upon notice as required by Section 4.04 hereof.

- 4.07 Policies and Procedures. The Board may adopt by Resolution, such bylaws, policies and procedures governing the conduct and activities of the Authority and the Board, including, but not limited to, location for placement of notices, meeting locations, conduct of meetings, matters relating to investment, budget and appropriation processes, the retention of employees or consultants, procurement practices, record retention, conflict of interest policies, term limitations and the delegation of responsibilities.
- 4.08 Approval of Regional Transportation System. The Governing Body of each Member expressly and affirmatively supports for Construction those Regional Transportation System improvements identified on Exhibit A, and agrees to accept the phasing established in Exhibit D for Construction of such Regional Transportation System improvements. Notwithstanding the above, no Construction shall commence until and unless the Regional Transportation System improvements are deemed by the Governing Body of each Member to be consistent with their respective master development plans, such construction is approved by all applicable governing jurisdictions and a Capital Plan is adopted.

ARTICLE V. FINANCIAL CONTRIBUTIONS

- 5.01 Cost Share. The City, the County and the District hereby adopt the Budgetary Covenant and agree that each will separately account for and allocate those revenues described in Exhibit E and collected within the Boundaries, for payment, subject to the Budgetary Covenant, to the Authority, as follows:
- (a) Each of the City, the County and the District shall deposit such revenues, as received, to a separate special fund maintained by them, which revenues shall be separately accounted for in such special fund until they are either appropriated pursuant to the Budgetary Covenant or released and transferred to the respective general funds of any Members whose Governing Bodies decline to so appropriate.
 - (b) Any funds received by the Authority from appropriations made pursuant to paragraph (a) of this Section, or from the imposition of sales taxes by the Authority or the levy of property taxes by the Authority under the conditions contemplated by Section 2.04 hereof, shall be immediately applied to a separate special fund of the Authority to be known as the “Aerotropolis Regional Transportation Authority Income Fund” (the “Income Fund”). The Income Fund shall be used by the Authority solely for the purpose of paying principal of and interest on Bonds of the Authority issued for Construction of components of the Regional Transportation System. The Income Fund, together with any other funds or accounts of the Authority, shall be public funds for purposes of investments or deposits, and shall be subject to independent audit annually. All records of the Authority pertaining to the Income Fund shall be subject to public inspection to the fullest extent permitted by the laws of the State.

- (c) Any funds received by the Authority from other sources, including without limitation amounts received by the Authority from agreements with the Colorado Department of Transportation, the E-470 Public Highway Authority or other public or private entities relating to all or any portion of the Regional Transportation System shall be used either to fund Construction of the Regional Transportation System directly or applied to supplement the Income Fund and pledged as security for Bonds of the Authority.
- (d) The final amounts or percentages of the revenues identified in Exhibit E shall be incorporated into the Capital Plan.

- 5.02 Bonds. Bonds of the Authority shall be authorized, issued and sold in the manner provided in C.R.S. Section 43-4-609, as supplemented by the Supplemental Public Securities Act, Part 2 of Article 1, Title 57, C.R.S., provided that (a) the issuance of Bonds shall require the unanimous vote of the Board; (b) the Bonds, including any refundings thereof, shall mature in not more than 40 years from the date of original issuance of such Bonds; (c) the Bonds shall clearly and conspicuously state on their face that they do not represent the debt, indebtedness or multiple fiscal year financial obligation of the Members; that they are secured solely by the funds actually received by the Authority, applied to the Income Fund and pledged by the Authority as security for the Bonds, and that any amounts of revenues that may be available to be appropriated by the Members of the Authority for deposit to the Income Fund are subject in any event to the Budgetary Covenant until appropriated by the Governing Bodies of the Members in their sole discretion.
- 5.03 Enterprise. The City and County agree in good faith to evaluate the ability to establish a transportation enterprise exempted from the provisions of Article X, Section 20 of the Colorado Constitution to fund the Regional Transportation System constructed by the Authority.

**ARTICLE VI.
TERM AND DISTRIBUTION OF ASSETS UPON TERMINATION**

- 6.01 Term. This Agreement shall be perpetual and continue in full force and effect until rescinded or terminated, but in no event before retirement or discharge of all Bonds or other obligations.
- 6.02 Termination. This Agreement shall terminate ninety (90) days following the completion of the Regional Transportation System and the date each Governing Body of all the Members unanimously agree in writing to terminate this Agreement; provided, however, that this Agreement may not be terminated so long as the Authority has any Bonds or other obligations Outstanding.

- 6.03 Distribution of Assets Upon Termination. Upon termination of this Agreement pursuant to Section 6.02 hereof, after payment of all Bonds and other obligations of the Authority, the net assets of the Authority shall be distributed, disposed of, or divided in the following manner:
- (a) The State of Colorado is ineligible for any distribution of property under this Section.
 - (b) Any real property interest or fixtures to real property shall become the property of the Member in whose jurisdiction such real estate or fixture is located. If property is located within multiple jurisdictions, the property shall become the property of the City.
 - (c) Any funds remaining in the Income Fund after the payment of the Bonds secured thereby, together with any earnings from the investment thereof shall be returned to the Members in proportion to their respective contributions.
 - (d) Any personal property not claimed by a Member shall be liquidated at auction, and the proceeds from such sale shall be combined with any cash in the Authority's accounts.
 - (e) Any cash or other monetary assets other than funds in the Income Fund shall be divided among the Members in proportion to their respective operation and maintenance responsibilities for the components of the System, as calculated by determining the square footage of improvements completed.
 - (f) Any other property not addressed above shall be distributed to one or more Members, as the Board determines, prior to termination of the Authority.

ARTICLE VII. AMENDMENTS

- 7.01 Amendment of Agreement. This Agreement may be amended only with the consent of the Governing Bodies and the unanimous approval of the Board; except for the Boundaries which shall be amended in accordance with Section 7.02 below.
- 7.02 Amendment of Boundaries. Exhibit B and the definition of "Boundaries" may be amended by the Board in accordance with § 605(2)(a) of the Act; provided, in no event shall property be excluded while Bonds are Outstanding.
- 7.03 Addition of Members. Any public entity falling within the definition of "Member" with jurisdictional boundaries that overlap the Boundaries of the Authority may request to become a member of the Authority. In no event shall an additional municipality, Title 32 District or county become a party to this Agreement without the unanimous consent of the then existing Members.
- 7.04 Withdrawal of Members. In no event may a party withdraw from this Agreement if such withdrawal (a) would result in fewer members than one (1) county and one (1) municipality, two (2) municipalities, or two (2) counties, or (b) would be effective while any Bonds remained Outstanding or (c) would be effective prior to completion of Construction of the Regional Transportation System as described in the then-effective Capital Plan. In the absence of such circumstances, any Member of this Agreement may terminate its participation in the Authority by passage of a resolution by its Governing Body.

ARTICLE VIII. MISCELLANEOUS

- 8.01 Ownership and Maintenance. The Regional Transportation System improvements will be conveyed to the appropriate governing jurisdiction, regardless of whether such jurisdiction is a Member of the Authority, responsible for similarly situated improvements for ownership, operation, maintenance, repair and replacement. In the event there is uncertainty in regard to ownership and maintenance responsibility, the Members shall determine the entity responsible for ownership, but in no event shall the Authority retain ownership after expiration of any applicable warranty period.
- 8.02 Regional Cooperation. The Members shall cooperate, and in partnership with other applicable governing jurisdictions, determine the location and design of the Regional Transportation System.
- 8.03 Guarantees. Any Member constructing the Regional Transportation System shall not be required to provide security or collateral guaranteeing completion of such System improvements if: (a) the funding is available and has been restricted for such purpose; and (b) performance, payment and warranty bonds or other surety, in an amount and form acceptable to the Authority, guaranteeing the completion of the Infrastructure, have been filed with the Authority or the Member entity.
- 8.04 Third Party Beneficiaries. Nothing expressed or implied herein is intended or shall be construed to confer upon any person other than the Members any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the Members.
- 8.05 Governing Law. The laws of the State shall govern the construction and enforcement of this Agreement.
- 8.06 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.
- 8.07 Dissolution of the Authority and Termination of Agreement Upon Failure to Adopt Initial Capital Plan. In the event that, for any reason, the Board, by a unanimous vote, and each Governing Body, has not adopted the initial Capital Plan on or before November 22, 2017, the Authority shall be dissolved and this Agreement shall terminate automatically.

WITNESS the signatures of the authorized representatives to the Parties to this Agreement, as set forth below:

COUNTY OF ADAMS

By: _____
Name:
Title:

CITY OF AURORA

By: _____
Name:
Title:

THE AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT

By: _____
Name:
Title:

1778910.9

EXHIBIT A

E470/38 th /The Aurora Highlands Pkwy Interchange - Full interchange design and build of diamond interchange along with frontage roads to and from 48th
I-70/Harvest/Powhaton Interchange - Full interchange design and build of diamond interchange at Harvest along with frontage roads to and from Powhaton in the interim.
38 th Avenue (E470 to Himalaya) – full section improvements - 4 lane arterial along with regional drainage crossings, traffic control and multimodal/bike boulevard
Harvest/Powhaton Interconnect (I-70 to 56 th Avenue) – full section improvements - 6 lane limited access principal arterial along with regional drainage crossings, traffic control and multimodal (ped/bike) path and UPRR grade separation.
56 th Avenue (Picadilly to Powhaton) - full section improvements - 6 lane arterial along with regional drainage crossings, traffic control and E470 interchange upgrades
48 th Avenue (E470 to Powhaton) - full section improvements - 6 lane arterial along with regional drainage crossings, traffic control, multimodal (ped/bike) path and E470 overpass upgrade
26 th Avenue (E470 to Powhaton) – full section improvements - 4 lane arterial along with regional drainage crossings/conveyance and traffic control
Gun Club/Aura Boulevard/Main Street (26 th to 56 th) – full section improvements - 4 lane arterial along with regional drainage crossings/conveyance, traffic control and multimodal (ped/bike) path.

The Aurora Highlands Parkway (Interconnect to 38th/E470 Interchange) – full section improvements - 4 lane arterial separated by major drainageway along with regional drainage crossings/conveyance, traffic control and multimodal/bike boulevard.

Picadilly Interchange – Full Interchange Design

EXHIBIT B

[see attached one page]

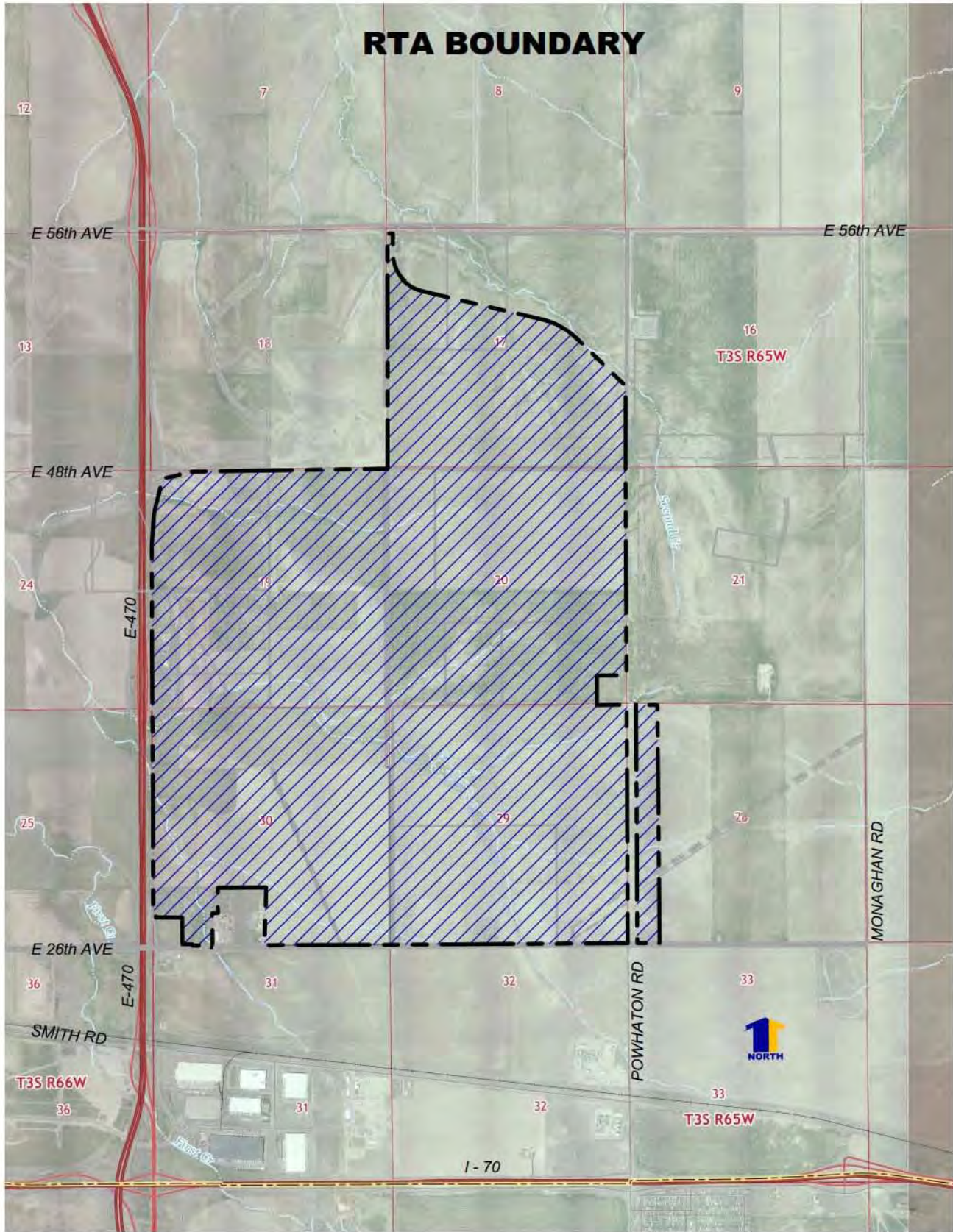


EXHIBIT C

QUESTION ___ - FORMATION OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY BY INTERGOVERNMENTAL AGREEMENT

SHALL THE AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY BE FORMED BY INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF AURORA, ADAMS COUNTY AND THE AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT, FOR THE PURPOSE OF PROVIDING REGIONAL TRANSPORTATION IMPROVEMENTS WITHIN THE AREA GENERALLY BOUNDED BY _____ AS SUCH AREA MAY BE INCREASED OR REDUCED?

QUESTION ___ - PROPERTY TAX OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

SHALL AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY TAXES BE INCREASED NOT TO EXCEED \$_____ ANNUALLY BY THE IMPOSITION OF AD VALOREM PROPERTY TAXES LEVIED IN ANY YEAR AT A RATE NOT TO EXCEED FIVE (5) MILLS AND WITHOUT LIMITATION AS TO AMOUNT OR ANY OTHER CONDITION, FOR THE PURPOSES OF SUCH AUTHORITY, AND SHALL THE PROCEEDS OF SUCH TAXES AND ANY INVESTMENT INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY IN FISCAL YEAR 2019 AND EACH FISCAL YEAR THEREAFTER AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION AND LAWS OF COLORADO NOW OR HEREAFTER IN EFFECT, ALL WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

QUESTION ___ - SALES TAX OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

SHALL AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY TAXES BE INCREASED \$_____ IN FISCAL YEAR 2018 AND BY WHATEVER AMOUNTS ARE RAISED IN EACH SUBSEQUENT FISCAL YEAR, BY THE IMPOSITION OF A SALES TAX AT THE RATE OF ___% IN THE MANNER AUTHORIZED BY THE REGIONAL TRANSPORTATION AUTHORITY LAW, PART 6 OF ARTICLE 4, TITLE 43, COLORADO REVISED STATUTES, FOR THE PURPOSES OF SUCH AUTHORITY, AND SHALL THE PROCEEDS OF SUCH TAXES AND ANY INVESTMENT INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY IN FISCAL YEAR 2018 AND EACH FISCAL YEAR THEREAFTER AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION AND LAWS OF COLORADO NOW OR HEREAFTER IN EFFECT, ALL WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

QUESTION ___ - REVENUE CHANGE FOR AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

SHALL THE AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY BE AUTHORIZED TO COLLECT, RETAIN AND SPEND THE FULL AMOUNT OF ALL TAXES, FEES, CHARGES, GRANTS, INTERGOVERNMENTAL PAYMENTS OR OTHER REVENUES, FROM WHATEVER SOURCE DERIVED, DURING FISCAL YEAR 2018 AND EACH FISCAL YEAR THEREAFTER, SUCH AMOUNTS TO CONSTITUTE A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION OR LAWS OF THE STATE OF COLORADO NOW OR HEREAFTER IN EFFECT, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUE THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

QUESTION ___ - BONDS OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

SHALL AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY DEBT BE INCREASED \$_____ WITH A REPAYMENT COST OF \$_____ OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, BY THE ISSUANCE OF REVENUE BONDS OR OTHER OBLIGATIONS OF THE AUTHORITY, WHICH BONDS OR OTHER OBLIGATIONS MAY BE REFUNDED IN WHOLE OR IN PART AT RATES EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED OBLIGATIONS, ALL FOR THE PURPOSE OF DEFRAYING THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING REGIONAL TRANSPORTATION IMPROVEMENTS AND APPURTENANT FACILITIES, EQUIPMENT, LAND AND EASEMENTS AND EXTENSIONS AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED ___% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED AT ONE TIME OR FROM TIME TO TIME AND TO BE SECURED AND PAID FROM SUCH FUNDS AND REVENUES OF THE AUTHORITY AS AUTHORIZED BY THE INTERGOVERNMENTAL AGREEMENT PURSUANT TO WHICH THE AUTHORITY IS ORGANIZED, AND SHALL THE PROCEEDS OF ANY SUCH DEBT, ANY REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, KEPT AND SPENT BY THE AUTHORITY AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION OR LAWS OF THE STATE OF COLORADO NOW OR HEREAFTER IN EFFECT, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

QUESTION ___ - AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENTS AS DEBT

SHALL AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY DEBT BE INCREASED \$_____ WITH A REPAYMENT COST OF \$_____, [AND SHALL AUTHORITY TAXES BE INCREASED NOT TO EXCEED \$_____ ANNUALLY BY THE IMPOSITION OF _____ TAXES] OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PURPOSES AUTHORIZED HEREIN, SUCH DEBT TO CONSIST OF ONE OR MORE INTERGOVERNMENTAL AGREEMENTS OR OTHER CONTRACTS, WITHOUT LIMIT AS TO TERM, WITH ONE OR MORE POLITICAL SUBDIVISIONS OF THE STATE, GOVERNMENTAL UNITS, GOVERNMENTALLY-OWNED ENTERPRISES, OR OTHER PUBLIC ENTITIES, WHICH AGREEMENTS MAY BE MADE PAYABLE FROM AND SECURED BY A PLEDGE OF ANY LEGALLY AVAILABLE FUNDS OR REVENUES OF THE AUTHORITY AND MAY OBLIGATE THE AUTHORITY TO PAY, REIMBURSE OR FINANCE THE COSTS OF FINANCING, DESIGNING, ACQUIRING, CONSTRUCTING, COMPLETING OR OTHERWISE PROVIDING, OR PAYING THE COSTS OF OPERATING AND MAINTAINING, REGIONAL TRANSPORTATION IMPROVEMENTS WHICH THE AUTHORITY IS LAWFULLY AUTHORIZED TO PROVIDE, SUCH CONTRACT OBLIGATIONS TO BE NON-INTEREST BEARING OR BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED ___% PER ANNUM, WHICH MAY BE REFUNDED IN WHOLE OR IN PART AT RATES EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED OBLIGATIONS, AND WHICH MAY CONTAIN SUCH TERMS, NOT INCONSISTENT HEREWITH, AS THE AUTHORITY MAY DETERMINE; AND IN CONNECTION THEREWITH SHALL THE REVENUES, FROM WHATEVER SOURCE, USED TO PAY THE OBLIGATIONS OF SUCH CONTRACTS AND ANY INVESTMENT EARNINGS THEREON BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION AND LAWS OF THE STATE OF COLORADO NOW OR HEREAFTER IN EFFECT, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

BALLOT ISSUE ___ - MULTIPLE FISCAL YEAR INTERGOVERNMENTAL AGREEMENTS OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

SHALL THE AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY BE AUTHORIZED TO ENTER INTO ONE OR MORE INTERGOVERNMENTAL AGREEMENTS WITH ONE OR MORE POLITICAL SUBDIVISIONS OF THE STATE, GOVERNMENTAL UNITS, GOVERNMENTALLY-OWNED ENTERPRISES, OR OTHER PUBLIC ENTITIES FOR THE PURPOSE OF JOINTLY FINANCING, DESIGNING, ACQUIRING, CONSTRUCTING, COMPLETING OR OTHERWISE PROVIDING, OR PAYING THE COSTS OF OPERATING AND MAINTAINING, REGIONAL TRANSPORTATION IMPROVEMENTS WHICH THE AUTHORITY IS LAWFULLY AUTHORIZED TO PROVIDE, ALL AS MAY BE PROVIDED IN SUCH AGREEMENTS, WHICH AGREEMENTS MAY CONSTITUTE MULTIPLE FISCAL YEAR FINANCIAL OBLIGATIONS OF THE DISTRICT TO THE EXTENT PROVIDED THEREIN AND AS OTHERWISE AUTHORIZED BY LAW, AND IN CONNECTION THEREWITH SHALL THE AUTHORITY BE AUTHORIZED TO MAKE COVENANTS REGARDING THE ESTABLISHMENT AND USE OF AD VALOREM TAXES AND OTHER

FUNDS OR REVENUES OF THE AUTHORITY, AND COVENANTS, REPRESENTATIONS,
AND WARRANTIES AS TO OTHER MATTERS ARISING UNDER THE AGREEMENTS, ALL
AS MAY BE DETERMINED BY THE AUTHORITY BOARD OF DIRECTORS?

EXHIBIT D

[see attached one page]

Projected Phasing

August 2, 2017

Item	Description	0-5YR	5-10YR	10-15YR	15YR+
56th Avenue	Picadilly to E470				
56th Avenue	E470 to Gun Club				
56th Avenue	Gun Club to Harvest				
56th Avenue	Harvest to Powhatan				
48th Avenue	Picadilly to E470				
48th Avenue	E470 to Gun Club				
48th Avenue	Gun Club to Harvest				
48th Avenue	Harvest to Powhatan				
38th Avenue	Himalaya to E470				
TAH Parkway	E470 to Main Street				
TAH Parkway	Main Street to Aura Boulevard				
TAH Parkway	38th to Powhatan				
26th Avenue	Picadilly to E470				
26th Avenue	E470 to Main Street				
26th Avenue	Main Street to Harvest				
26th Avenue	Harvest to Powhatan				
Main Street(Gun Club)	26th to TAH Pkwy				
Aura Boulevard	38th to 48th				
Aura Boulevard	48th to 56th				
Harvest Mile	48th to 56th				
Powhatan Road	I-70 to 26th				
Powhatan Road	26th to 48th				
Powhatan Road	48th to 56th				
56th/E470 Interchange	Improvements				
48th/E470 Improvements	Improvements				
26th Bridge Widening	Improvements				
TAH Pkwy/38th Interchange	Interchange				
Harvest Mile/Powhatan/I-70	Interchange				
Powhatan/I-70 INT	Initial Interchange				
Picadilly Interchange	Interchange Design Only				

EXHIBIT E

REVENUES SUBJECT TO ALLOCATION (FROM WITHIN BOUNDARIES ONLY)

City Revenues(1)

Up to ___% of City Use Tax at the current rate

Up to ___% of City Transportation Impact Fee for Residential Development at the current rate

County Revenues(1)

Up to ___% of County General Fund Property Tax

Up to ___% of County Road and Bridge Fund Tax

District Revenues

100% of a Mill Levy of 5.00 mills on all taxable real property through the District's imposition of the Aurora Regional Mill Levy, provided that if such Regional Mill Levy is not imposed, the Authority shall levy up to 5.00 mills in its place

(1) Final amounts or percentages to be incorporated in Capital Plan