



**Board of County Commissioners**

**Eva J. Henry - District #1**  
**Charles "Chaz" Tedesco - District #2**  
**Erik Hansen - District #3**  
**Steve O'Dorisio - District #4**  
**Mary Hodge - District #5**

**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**  
**October 3, 2017**  
**9:30 AM**

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. MOTION TO APPROVE AGENDA**
- 4. AWARDS AND PRESENTATIONS**
- 5. PUBLIC COMMENT**

**A. Citizen Communication**

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

**B. Elected Officials' Communication**

**6. CONSENT CALENDAR**

- A.** List of Expenditures Under the Dates of September 18-22, 2017
- B.** Minutes of the Commissioners' Proceedings from September 26, 2017
- C.** Resolution Approving the Deed of Conservation Easement in Gross between Adams County and the City of Brighton for the Anderson/Hattendorf/Sable Farmland Property (File was approved by ELT)

- D. Resolution Approving the Adams County Human Services Department Fiscal Year 2017-2018 Chafee Foster Care Independence Program Plan (File was approved by ELT)
- E. Resolution Approving the Intergovernmental Agreement for Alternate Work Space in the Event of a Disaster between the Adams County Human Services Department and the Arapahoe County Department of Human Services (File was approved by ELT)
- F. Resolution Approving the Residential Antidisplacement and Relocation Assistance Plan (File was approved by ELT)
- G. Resolution in Support of School District 27J Ballot Issue 3D (File was approved by ELT)

**7. NEW BUSINESS**

**A. COUNTY MANAGER**

- 1. Resolution Accepting a Proposal and Awarding a Purchase Order to MHC Kenworth Denver for a Water Truck (File was approved by ELT)
- 2. Resolution Approving Amendment One to the Agreement between Adams County and Maple Star Colorado for the SAFE Home Study Program (File was approved by ELT)

**B. COUNTY ATTORNEY**

**8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Advising Negotiators Regarding Fire District Fees**

**9. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(a) for the Purpose of Discussing the Potential Sale of Real Property**

**10. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Advising Negotiators Regarding the Gregory Case**

**11. LAND USE HEARINGS**

**A. Cases to be Heard**

- 1. RCU2017-00028 Kiowa Solar Energy Project (File was approved by ELT)

**12. ADJOURNMENT**

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

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

<b>Fund Number</b>	<b>Fund Description</b>	<b>Amount</b>
1	General Fund	939,893.74
6	Equipment Service Fund	79,554.34
13	Road & Bridge Fund	304,961.73
19	Insurance Fund	218,401.99
20	Developmentally Disabled	373,645.66
25	Waste Management Fund	34,265.99
27	Open Space Projects Fund	110.43
30	Community Dev Block Grant Fund	121,466.26
34	Comm Services Blk Grant Fund	10,863.59
35	Workforce & Business Center	11,000.00
43	Front Range Airport	97.45
94	Sheriff Payables	20,760.50
		<u>2,115,021.68</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>
00713873	433987	ADCO DISTRICT ATTORNEY'S OFFIC	09/18/17	286.95
00713874	13045	ADCO EXTENSION FUND	09/18/17	530.00
00713876	322973	ARMORED KNIGHTS INC	09/18/17	1,994.64
00713878	3020	BENNETT TOWN OF	09/18/17	3,000.00
00713883	5050	COLO DIST ATTORNEY COUNCIL	09/18/17	16.77
00713884	28639	COLO STATE UNIVERSITY	09/18/17	7,020.00
00713885	612089	COMMERCIAL CLEANING SYSTEMS	09/18/17	637.00
00713886	437554	CSU EXTENSION	09/18/17	220.00
00713887	128693	DREXEL BARRELL & CO	09/18/17	2,256.25
00713888	13409	EASTERN DISPOSE ALL	09/18/17	163.50
00713890	25579	ENTRAVISION COMMUNICATIONS	09/18/17	1,098.84
00713891	473351	GOLDMAN ROBBINS NICHOLSON & MA	09/18/17	4,607.32
00713892	34197	GOURD THADDEUS	09/18/17	306.03
00713893	438625	GOVERNOR'S OFFICE OF IT	09/18/17	820.70
00713894	12812	GROUND ENGINEERING CONSULTANTS	09/18/17	357.50
00713896	486419	HIGH COUNTRY BEVERAGE	09/18/17	2,032.00
00713898	226327	KUHN AMY	09/18/17	50.83
00713899	445584	LAMANNA BARBARA	09/18/17	234.36
00713901	41022	LEWIS HIMES ASSOCIATES INC	09/18/17	1,728.00
00713903	635170	MERIDIAN ABATEMENT LLC	09/18/17	1,300.00
00713904	93320	MILE HIGH TREE CARE INC	09/18/17	2,000.00
00713905	2941	PARTY TIME RENTAL INC	09/18/17	36,579.80
00713906	73963	PERKINS COIE LLP	09/18/17	3,283.00
00713907	488944	PLUMB MARKETING	09/18/17	10.00
00713911	145355	SANITY SOLUTIONS INC	09/18/17	34,183.83
00713912	255505	SHERMAN & HOWARD LLC	09/18/17	956.25
00713913	227044	SOUTHWESTERN PAINTING	09/18/17	28,482.00
00713914	42818	STATE OF COLORADO	09/18/17	10,484.54
00713915	42818	STATE OF COLORADO	09/18/17	331.55
00713916	42818	STATE OF COLORADO	09/18/17	624.43
00713917	42818	STATE OF COLORADO	09/18/17	38.60
00713918	293662	SUMMIT LABORATORIES INC	09/18/17	410.00
00713919	41889	SUNSTATE EQUIPMENT CO LLC	09/18/17	60.00
00713920	66264	SYSTEMS GROUP	09/18/17	170.00
00713921	85446	TYCO WESTFIRE	09/18/17	430.00
00713925	13822	XCEL ENERGY	09/18/17	3,137.24

## Net Warrants by Fund Detail

1      General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00713930	46792	SECURE HORIZONS	09/19/17	1,500.00
00713936	13593	KAISER PERMANENTE	09/19/17	9,100.00
00713938	98414	ROCKY MTN HEALTH PLAN	09/19/17	850.00
00713940	240959	UNITED HEALTHCARE	09/19/17	6,250.00
00713943	13060	ADCO HUMAN SERVICES DEPT	09/20/17	136.37
00713944	454771	ALLEN BRADLEY	09/20/17	230.00
00713945	426680	ARISING HOPE INTERNATIONAL	09/20/17	250.00
00713946	2914	BOB BARKER COMPANY	09/20/17	1,535.00
00713951	45885	DENVER MEDIA DESIGNS	09/20/17	2,115.00
00713952	12689	GALLS LLC	09/20/17	509.51
00713953	72850	GRAY VICKY	09/20/17	150.00
00713954	635195	HINRICHS CODY	09/20/17	29.32
00713956	547834	LOPEZ MARCUS	09/20/17	330.00
00713957	638722	LUCERO-ALVAREZ JENNIFER	09/20/17	31.46
00713958	38974	MINUTEMAN PRESS-BRIGHTON	09/20/17	435.11
00713959	32509	NCS PEARSON INC	09/20/17	792.25
00713960	470643	ONENECK IT SOLUTIONS LLC	09/20/17	12,784.57
00713961	12691	PEARL COUNSELING ASSOCIATES	09/20/17	6,500.00
00713962	163837	PTS OF AMERICA LLC	09/20/17	4,759.00
00713963	308437	RANDSTAD US LP	09/20/17	199.03
00713964	28923	REEFE CHRISTINE	09/20/17	14.99
00713965	638730	SIDRENKO ANDREY	09/20/17	25.00
00713966	638727	SPORTS BARBARA	09/20/17	135.00
00713967	599714	SUMMIT FOOD SERVICE LLC	09/20/17	109,618.48
00713968	429950	TAYLOR RAYLENE	09/20/17	85.00
00713970	469741	TRI TECH SOFTWARE SYSTEMS	09/20/17	165,942.92
00713974	437761	YOUNGER HEATHER	09/20/17	62.92
00713977	639521	COLORADO FISCAL INSTITUTE	09/20/17	500.00
00713978	289637	GENERAL NETWORKS	09/20/17	325.65
00713979	32276	INSIGHT PUBLIC SECTOR	09/20/17	6,464.56
00713980	51392	METRO NORTH LTD	09/20/17	1,926.14
00713981	33716	OLD VINE PINNACLE ASSOCIATES	09/20/17	800.00
00713982	33716	OLD VINE PINNACLE ASSOCIATES	09/20/17	800.00
00713984	429604	RUTTER JENNIFER	09/21/17	102.00
00713985	326225	SIEDLECKI JAMES L	09/21/17	211.00
00713988	433987	ADCO DISTRICT ATTORNEY'S OFFIC	09/22/17	173.09

## 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>
00713989	32273	ALL COPY PRODUCTS INC	09/22/17	574.91
00713990	383698	ALLIED UNIVERSAL SECURITY SERV	09/22/17	1,612.80
00713992	3020	BENNETT TOWN OF	09/22/17	74.54
00713994	13160	BRIGHTON CITY OF (WATER)	09/22/17	22,806.96
00713995	13160	BRIGHTON CITY OF (WATER)	09/22/17	7,160.54
00713996	13160	BRIGHTON CITY OF (WATER)	09/22/17	22,654.72
00713997	13160	BRIGHTON CITY OF (WATER)	09/22/17	13,419.81
00713998	40398	CINTAS CORPORATION #66	09/22/17	134.43
00714000	59782	COMCOR INC	09/22/17	292.64
00714001	93529	CORRECTIONAL MANAGEMENT INC	09/22/17	160.89
00714002	128693	DREXEL BARRELL & CO	09/22/17	3,494.00
00714003	219483	ECONOMIC & PLANNING SYSTEMS IN	09/22/17	11,774.26
00714004	640689	GULLEY METAL SERVICES INC	09/22/17	950.00
00714005	13565	INTERMOUNTAIN REA	09/22/17	26.48
00714006	23845	KEMP & HOFFMAN	09/22/17	94,776.00
00714007	44695	KNS COMMUNICATIONS CONSULTANTS	09/22/17	2,185.03
00714008	13719	MORGAN COUNTY REA	09/22/17	108.44
00714009	514076	NICHOLS KAYLEIGH	09/22/17	49.22
00714011	12383	PEPPERDINE'S MARKING PRODUCTS	09/22/17	21.75
00714012	91870	PEX PET SUPPLY	09/22/17	355.00
00714013	52751	RAU DEBORAH A	09/22/17	17.12
00714015	13932	SOUTH ADAMS WATER & SANITATION	09/22/17	1,622.43
00714016	13932	SOUTH ADAMS WATER & SANITATION	09/22/17	656.06
00714017	13949	STRASBURG SANITATION	09/22/17	851.25
00714018	1007	UNITED POWER (UNION REA)	09/22/17	2,614.40
00714019	1007	UNITED POWER (UNION REA)	09/22/17	131.50
00714020	1007	UNITED POWER (UNION REA)	09/22/17	4,788.72
00714021	46796	WESTMINSTER CITY OF	09/22/17	2,381.99
00714022	46796	WESTMINSTER CITY OF	09/22/17	750.56
00714023	13822	XCEL ENERGY	09/22/17	1,414.99
00714024	13822	XCEL ENERGY	09/22/17	1,995.26
00714025	13822	XCEL ENERGY	09/22/17	6,517.80
00714026	13822	XCEL ENERGY	09/22/17	1,058.19
00714027	13822	XCEL ENERGY	09/22/17	40.85
00714028	13822	XCEL ENERGY	09/22/17	51.09
00714029	13822	XCEL ENERGY	09/22/17	47.50

## Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00714030	13822	XCEL ENERGY	09/22/17	87.99
00714031	13822	XCEL ENERGY	09/22/17	43.91
00714032	13822	XCEL ENERGY	09/22/17	60.32
00714033	13822	XCEL ENERGY	09/22/17	531.97
00714034	13822	XCEL ENERGY	09/22/17	99.61
00714035	13822	XCEL ENERGY	09/22/17	40.33
00714036	546500	23.4 DEGREES	09/22/17	13,333.00
00714040	494250	BLACK ROOFING INC	09/22/17	96,900.00
00714042	40398	CINTAS CORPORATION #66	09/22/17	134.43
00714043	5050	COLO DIST ATTORNEY COUNCIL	09/22/17	2,935.90
00714044	357806	COLO WATER WELL PUMP SVC & SUP	09/22/17	355.28
00714045	105110	CULLIGAN	09/22/17	166.85
00714046	278407	DEEP ROCK WATER	09/22/17	92.15
00714047	510586	EGAN PRINTING CO	09/22/17	3,396.00
00714048	28726	G & K SERVICES	09/22/17	199.42
00714049	294059	GROUNDS SERVICE COMPANY	09/22/17	1,150.00
00714050	79260	IDEXX DISTRIBUTION INC	09/22/17	412.04
00714051	485045	KORBY LANDSCAPE LLC	09/22/17	7,336.00
00714052	597186	MICHELSON FOUND ANIMALS FOUNDA	09/22/17	1,755.04
00714053	619985	MORENO DENNIS	09/22/17	13,285.71
00714054	13591	MWI VETERINARY SUPPLY CO	09/22/17	3,270.99
00714055	13774	NORTH PECOS WATER & SANITATION	09/22/17	100.56
00714056	13778	NORTH WASHINGTON STREET	09/22/17	16,278.33
00714057	48059	RADIO RESOURCE INC	09/22/17	400.00
00714058	64382	REDDY ICE CORPORATION	09/22/17	3,210.00
00714060	281167	SPECTRA CONTRACT FLOORING SERV	09/22/17	525.00
00714061	41127	THYSSENKRUPP ELEVATOR CORP	09/22/17	6,514.24
00714064	13822	XCEL ENERGY	09/22/17	72.26
00714065	13822	XCEL ENERGY	09/22/17	345.01
00714066	13822	XCEL ENERGY	09/22/17	16.49
00714067	13822	XCEL ENERGY	09/22/17	701.56
00714068	13822	XCEL ENERGY	09/22/17	14.61
00714069	30273	ADAMS COUNTY DETENTION FACILIT	09/22/17	1.30
00714070	91631	ADAMSON POLICE PRODUCTS	09/22/17	1,297.66
00714071	13040	ADCO DISTRICT ATTORNEY	09/22/17	377.92
00714072	433987	ADCO DISTRICT ATTORNEY'S OFFIC	09/22/17	400.51

## 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>
00714073	418686	BLAHA SCOTT	09/22/17	108.07
00714074	637942	BRIGGS KATLYN	09/22/17	105.00
00714075	37266	CENTURY LINK	09/22/17	88.99
00714076	99357	COLO MEDICAL WASTE INC	09/22/17	222.00
00714077	13049	COMMUNITY REACH CENTER	09/22/17	40,993.00
00714078	615512	CRONAN MARISSA	09/22/17	157.50
00714079	248103	DS WATERS OF AMERICA INC	09/22/17	266.10
00714080	8820091	EON OFFICE PRODUCTS	09/22/17	9,030.00
00714081	346534	FIRST CHOICE COFFEE SERVICES	09/22/17	138.15
00714082	12689	GALLS LLC	09/22/17	2,435.07
00714083	626700	GLADER JONATHAN D	09/22/17	67.50
00714084	63223	HADLEY ANDREW	09/22/17	244.00
00714085	122829	HOUTSMA JAMES	09/22/17	52.97
00714086	77611	KD SERVICE GROUP	09/22/17	783.56
00714087	624227	KLATT LINDSAY	09/22/17	33.00
00714088	523335	MAALIKI MADALIA	09/22/17	90.95
00714089	581490	MAYER LISA	09/22/17	151.15
00714090	10663	MCNAIR RICKY	09/22/17	28.00
00714091	463925	MILLER NATHAN	09/22/17	29.09
00714092	4551	NEVE'S UNIFORMS INC	09/22/17	4,050.00
00714093	13422	NORTHGLENN AMBULANCE	09/22/17	313.43
00714094	632990	PAINE JAMIE	09/22/17	92.56
00714095	156818	PILMER RHODA	09/22/17	94.16
00714096	455680	RUELAS RAFAEL	09/22/17	92.23
00714097	17268	SMALLEY KARLAND H	09/22/17	92.00
00714098	599714	SUMMIT FOOD SERVICE LLC	09/22/17	5,818.18
00714099	7189	TOSHIBA FINANCIAL SERVICES	09/22/17	5,387.26

**Fund Total****939,893.74**



## 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>
00713871	11657	A & E TIRE INC	09/18/17	3,709.82
00713872	295403	ABRA AUTO BODY & GLASS	09/18/17	210.00
00713910	16237	SAM HILL OIL INC	09/18/17	19,757.43
00713923	350373	WEX BANK	09/18/17	2,519.14
00713924	24560	WIRELESS ADVANCED COMMUNICATIO	09/18/17	10,168.92
00713955	526990	JB AUTO CLEAN	09/20/17	240.00
00713969	107503	THOMAS RUSSELL	09/20/17	150.00
00713973	39772	WOLF DAVID	09/20/17	169.62
00713986	11657	A & E TIRE INC	09/22/17	3,826.40
00713987	295403	ABRA AUTO BODY & GLASS	09/22/17	1,251.75
00714014	16237	SAM HILL OIL INC	09/22/17	22,826.30
00714037	295403	ABRA AUTO BODY & GLASS	09/22/17	25.00
00714038	23962	ACS MANAGEMENT LLC	09/22/17	4,282.50
00714059	16237	SAM HILL OIL INC	09/22/17	10,417.46
<b>Fund Total</b>				<b>79,554.34</b>

## 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>
00713897	34817	ICON ENGINEERING INC	09/18/17	12,933.60
00713902	637153	MAPLETON INDUSTRIAL INVESTORS	09/18/17	279,572.28
00713909	618622	ROSE MARGARET ANN	09/18/17	5,222.50
00713975	638492	ARMOS GROUP LLC	09/20/17	1,090.00
00713976	638475	CALABRESE JOSEPH JACK	09/20/17	168.00
00713983	638485	SPANO ANTHONY	09/20/17	320.00
00713993	372875	BNSF RAILWAY COMPANY	09/22/17	800.00
00714039	23969	ASPHALT SPECIALTIES CO INC	09/22/17	4,855.35
<b>Fund Total</b>				<b>304,961.73</b>

## Net Warrants by Fund Detail

**19****Insurance Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00713879	86298	BERG HILL GREENLEAF & RUSCITTI	09/18/17	13,731.74
00713900	438093	LEONARD KELLY K	09/18/17	321.04
00713926	13663	DELTA DENTAL PLAN OF COLO	09/19/17	132.63
00713927	13663	DELTA DENTAL PLAN OF COLO	09/19/17	85.10
00713928	13663	DELTA DENTAL PLAN OF COLO	09/19/17	10,805.00
00713929	13593	KAISER PERMANENTE	09/19/17	2,270.19
00713931	46792	SECURE HORIZONS	09/19/17	16,314.02
00713932	37507	UNITED HEALTHCARE	09/19/17	390.54
00713933	240958	UNITED HEALTHCARE	09/19/17	11,930.70
00713934	11552	VISION SERVICE PLAN-CONNECTICU	09/19/17	6.35
00713935	11552	VISION SERVICE PLAN-CONNECTICU	09/19/17	354.33
00713937	13593	KAISER PERMANENTE	09/19/17	79,166.79
00713939	98414	ROCKY MTN HEALTH PLAN	09/19/17	4,787.30
00713941	37507	UNITED HEALTHCARE	09/19/17	5,858.10
00713942	240959	UNITED HEALTHCARE	09/19/17	26,254.56
00713971	11552	VISION SERVICE PLAN-CONNECTICU	09/20/17	1,068.01
00713972	11552	VISION SERVICE PLAN-CONNECTICU	09/20/17	15,750.92
00714041	419839	CAREHERE LLC	09/22/17	29,174.67
<b>Fund Total</b>				<b>218,401.99</b>

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

20

Developmentally Disabled

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00714010	3313	NORTH METRO COMMUNITY SERVICES	09/22/17	373,645.66
			<b>Fund Total</b>	<b>373,645.66</b>

## Net Warrants by Fund Detail

25Waste Management Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00713877	535096	B & B ENVIRONMENTAL SAFETY INC	09/18/17	3,402.27
00713880	17409	COLO DEPT OF PUBLIC HEALTH AND	09/18/17	1,000.00
00713881	17409	COLO DEPT OF PUBLIC HEALTH AND	09/18/17	6,112.50
00713882	17409	COLO DEPT OF PUBLIC HEALTH AND	09/18/17	906.25
00713908	433702	QUANTUM WATER CONSULTING	09/18/17	22,844.97
			<b>Fund Total</b>	<b>34,265.99</b>

Net Warrants by Fund Detail

27

Open Space Projects Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00714062	1007	UNITED POWER (UNION REA)	09/22/17	90.43
00714063	1007	UNITED POWER (UNION REA)	09/22/17	20.00
<b>Fund Total</b>				<b>110.43</b>

Net Warrants by Fund Detail

30

Community Dev Block Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00713949	3095	COLO DEPT OF LOCAL AFFAIRS	09/20/17	121,466.26
			<b>Fund Total</b>	<b>121,466.26</b>

Net Warrants by Fund Detail

34

Comm Services Blk Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00713875	5991	ALMOST HOME INC	09/18/17	2,960.51
00713895	44825	GROWING HOME INC	09/18/17	7,903.08
			<b>Fund Total</b>	<b>10,863.59</b>



Net Warrants by Fund Detail

35

Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00713889	636657	ECO TECH	09/18/17	6,000.00
00713922	636667	UNIVERSITY OF COLORADO AT DENV	09/18/17	5,000.00
<b>Fund Total</b>				<b>11,000.00</b>

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>
00713991	80118	AT&T CORP	09/22/17	97.45
<b>Fund Total</b>				<b>97.45</b>

## Net Warrants by Fund Detail

94Sheriff Payables

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00713947	95935	CLERK OF THE COUNTY COURT	09/20/17	5,380.00
00713948	92474	COLO DEPT OF HUMAN SERVICES	09/20/17	5,805.00
00713950	44915	COLO JUDICIAL DEPT	09/20/17	519.00
00713999	33480	COLO BUREAU OF INVESTIGATION	09/22/17	9,056.50
			<b>Fund Total</b>	<b>20,760.50</b>

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

**Grand Total**      2,115,021.68

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

<u>9418</u>	<u>Administrative Cost Pool</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	ALMOST HOME INC	00034	907096	287709	09/15/17	2,960.51
	GROWING HOME INC	00034	907097	287709	09/15/17	7,903.08
					Account Total	<u>10,863.59</u>
					Department Total	<u><u>10,863.59</u></u>

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

<u>4302</u>	<u>Airport Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	AT&T CORP	00043	907108	287725	09/15/17	<u>84.75</u>
					Account Total	<u>84.75</u>
					Department Total	<u><u>84.75</u></u>

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

<u>4308</u>	<u>Airport ATCT</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	AT&T CORP	00043	907108	287725	09/15/17	<u>6.35</u>
					Account Total	<u>6.35</u>
					Department Total	<u><u>6.35</u></u>

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

<u>4304</u>	<u>Airport Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	AT&T CORP	00043	907108	287725	09/15/17	<u>6.35</u>
					Account Total	<u>6.35</u>
					Department Total	<u><u>6.35</u></u>



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

<u>2051</u>	<u>ANS - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Animal Control/Shelter					
	SIDRENKO ANDREY	00001	907232	287924	09/19/17	25.00
	SPORTS BARBARA	00001	907231	287924	09/19/17	135.00
					Account Total	160.00
	Mileage Reimbursements					
	LUCERO-ALVAREZ JENNIFER	00001	907240	287924	09/19/17	31.46
					Account Total	31.46
	Printing External					
	MINUTEMAN PRESS-BRIGHTON	00001	907340	288062	09/20/17	435.11
					Account Total	435.11
	Temporary Labor					
	RANDSTAD US LP	00001	907235	287924	09/19/17	199.03
					Account Total	199.03
					Department Total	825.60

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

<u>2053</u>	<u>ANS - Kennel Operations</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	HINRICHS CODY	00001	907242	287924	09/19/17	<u>29.32</u>
					Account Total	<u>29.32</u>
					Department Total	<u><u>29.32</u></u>

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

<u>1011</u>	<u>Board of County Commissioners</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Special Events					
	REEFE CHRISTINE	00001	907236	287924	09/19/17	<u>14.99</u>
					Account Total	<u>14.99</u>
					Department Total	<u><u>14.99</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>
	Other Professional Serv					
	COLORADO FISCAL INSTITUTE	00001	907352	288076	09/20/17	500.00
					Account Total	500.00
	Travel & Transportation					
	TAYLOR RAYLENE	00001	907247	287928	09/19/17	85.00
					Account Total	85.00
					Department Total	585.00

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

<u>1041</u>	<u>County Assessor</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	ALL COPY PRODUCTS INC	00001	907335	287961	09/19/17	431.92
	ALL COPY PRODUCTS INC	00001	907336	287961	09/19/17	142.99
	PEPPERDINE'S MARKING PRODUCTS	00001	907337	287961	09/19/17	21.75
					Account Total	<u>596.66</u>
					Department Total	<u><u>596.66</u></u>

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

<u>1012</u>	<u>County Manager</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	YOUNGER HEATHER	00001	907241	287924	09/19/17	<u>62.92</u>
					Account Total	<u>62.92</u>
					Department Total	<u><u>62.92</u></u>

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

<u>1023</u>	<u>CLK Motor Vehicle</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	NICHOLS KAYLEIGH	00001	907353	288080	09/20/17	49.22
	RAU DEBORAH A	00001	907354	288080	09/20/17	17.12
					Account Total	<u>66.34</u>
					Department Total	<u><u>66.34</u></u>

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

<u>20</u>	<u>Developmentally Disabled</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	NORTH METRO COMMUNITY SERVICES	00020	907467	288172	09/21/17	<u>373,645.66</u>
					Account Total	<u>373,645.66</u>
					Department Total	<u><u>373,645.66</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>
	Business Meetings					
	COLO DIST ATTORNEY COUNCIL	00001	906932	287574	09/14/17	16.77
					Account Total	16.77
	Mileage Reimbursements					
	BLAHA SCOTT	00001	907398	288093	09/20/17	108.07
	CRONAN MARISSA	00001	907430	288093	09/20/17	157.50
	GLADER JONATHAN D	00001	907432	288093	09/20/17	67.50
	HOUTSMA JAMES	00001	907434	288093	09/20/17	52.97
	KLATT LINDSAY	00001	907435	288093	09/20/17	33.00
	MAALIKI MADALIA	00001	907436	288093	09/20/17	90.95
	MAYER LISA	00001	907437	288093	09/20/17	43.50
	MAYER LISA	00001	907437	288093	09/20/17	90.62
	PAINE JAMIE	00001	907439	288093	09/20/17	92.56
	PILMER RHODA	00001	907440	288093	09/20/17	94.16
					Account Total	830.83
	Other Communications					
	GOVERNOR'S OFFICE OF IT	00001	906992	287574	09/14/17	820.70
					Account Total	820.70
	Other Professional Serv					
	LAMANNA BARBARA	00001	906934	287574	09/14/17	234.36
					Account Total	234.36
	Travel & Transportation					
	ADCO DISTRICT ATTORNEY	00001	907395	288093	09/20/17	180.00
	MAYER LISA	00001	907438	288093	09/20/17	17.03
					Account Total	197.03
	Witness Fees					
	ADCO DISTRICT ATTORNEY	00001	907395	288093	09/20/17	52.32
	ADCO DISTRICT ATTORNEY	00001	907395	288093	09/20/17	145.60
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	906931	287574	09/14/17	86.97
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	906931	287574	09/14/17	21.70
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	906931	287574	09/14/17	22.27
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	906931	287574	09/14/17	156.01
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	907390	288093	09/20/17	87.08
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	907390	288093	09/20/17	85.82

**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>
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	907390	288093	09/20/17	105.98
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	907390	288093	09/20/17	121.63
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	907604	288216	09/21/17	173.09
					Account Total	1,058.47
					Department Total	3,158.16

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

<u>9261</u>	<u>DA- Diversion Project</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	KUHN AMY	00001	906933	287574	09/14/17	50.83
	RUELAS RAFAEL	00001	907441	288093	09/20/17	92.23
					Account Total	<u>143.06</u>
					Department Total	<u><u>143.06</u></u>

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

<u>7041</u>	<u>Economic Development Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	RUTTER JENNIFER	00001	907443	288169	09/21/17	<u>102.00</u>
					Account Total	<u>102.00</u>
					Department Total	<u><u>102.00</u></u>

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

6	Equipment Service Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	A & E TIRE INC	00006	907044	287703	09/15/17	1,913.20
	A & E TIRE INC	00006	907045	287703	09/15/17	990.60
	A & E TIRE INC	00006	907046	287703	09/15/17	79.24
	A & E TIRE INC	00006	907071	287703	09/15/17	654.28
	A & E TIRE INC	00006	907072	287703	09/15/17	42.50
	A & E TIRE INC	00006	907075	287703	09/15/17	30.00
	A & E TIRE INC	00006	907454	288172	09/21/17	3,826.40
	ABRA AUTO BODY & GLASS	00006	907066	287703	09/15/17	25.00
	ABRA AUTO BODY & GLASS	00006	907068	287703	09/15/17	25.00
	ABRA AUTO BODY & GLASS	00006	907069	287703	09/15/17	160.00
	ABRA AUTO BODY & GLASS	00006	907219	287868	09/18/17	25.00
	ABRA AUTO BODY & GLASS	00006	907449	288172	09/21/17	349.26
	ABRA AUTO BODY & GLASS	00006	907450	288172	09/21/17	422.49
	ABRA AUTO BODY & GLASS	00006	907451	288172	09/21/17	160.00
	ABRA AUTO BODY & GLASS	00006	907452	288172	09/21/17	160.00
	ABRA AUTO BODY & GLASS	00006	907453	288172	09/21/17	160.00
	ACS MANAGEMENT LLC	00006	907218	287868	09/18/17	4,282.50
	SAM HILL OIL INC	00006	907054	287703	09/15/17	1,723.61
	SAM HILL OIL INC	00006	907065	287703	09/15/17	18,033.82
	SAM HILL OIL INC	00006	907220	287868	09/18/17	1,431.02
	SAM HILL OIL INC	00006	907221	287868	09/18/17	8,986.44
	SAM HILL OIL INC	00006	907455	288172	09/21/17	585.82
	SAM HILL OIL INC	00006	907456	288172	09/21/17	1,686.84
	SAM HILL OIL INC	00006	907457	288172	09/21/17	369.48
	SAM HILL OIL INC	00006	907458	288172	09/21/17	1,627.34
	SAM HILL OIL INC	00006	907459	288172	09/21/17	619.85
	SAM HILL OIL INC	00006	907461	288172	09/21/17	17,936.97
	WEX BANK	00006	907041	287703	09/15/17	2,519.14
	WIRELESS ADVANCED COMMUNICATIO	00006	907042	287703	09/15/17	10,168.92
					Account Total	78,994.72
					Department Total	78,994.72

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

<u>9241</u>	<u>Extension- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	GOURD THADDEUS	00001	906927	287491	09/13/17	<u>306.03</u>
					Account Total	<u>306.03</u>
					Department Total	<u><u>306.03</u></u>

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

<u>9244</u>	<u>Extension- 4-H/Youth</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	CSU EXTENSION	00001	906926	287491	09/13/17	220.00
					Account Total	220.00
	Operating Supplies					
	COLO STATE UNIVERSITY	00001	906928	287491	09/13/17	7,020.00
					Account Total	7,020.00
					Department Total	7,240.00

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

<u>9114</u>	<u>Fleet- Commerce</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Tools Reimbursement					
	WOLF DAVID	00006	907234	287924	09/19/17	169.62
					Account Total	<u>169.62</u>
	Uniforms & Cleaning					
	THOMAS RUSSELL	00006	907233	287924	09/19/17	150.00
					Account Total	<u>150.00</u>
	Vehicle Repair & Maint					
	JB AUTO CLEAN	00006	907016	287698	08/09/17	240.00
					Account Total	<u>240.00</u>
					Department Total	<u><u>559.62</u></u>



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

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	BENNETT TOWN OF	00001	906942	287586	09/14/17	3,000.00
					Account Total	3,000.00
	Education & Training					
	ADCO EXTENSION FUND	00001	906940	287586	09/14/17	530.00
					Account Total	530.00
	Gas & Electricity					
	Energy Cap Bill ID=7682	00001	907586	288213	08/18/17	1,058.19
					Account Total	1,058.19
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7683	00001	907587	288213	09/01/17	74.54
	EASTERN DISPOSE ALL	00001	906949	287586	09/14/17	72.50
					Account Total	147.04
					Department Total	4,735.23

**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=7628	00001	907582	288213	08/18/17	26.48
	Energy Cap Bill ID=7684	00001	907583	288213	09/01/17	108.44
	Energy Cap Bill ID=7689	00001	907584	288213	09/06/17	131.50
					Account Total	266.42
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7669	00001	907585	288213	09/01/17	851.25
	EASTERN DISPOSE ALL	00001	906936	287586	09/14/17	91.00
					Account Total	942.25
					Department Total	1,208.67

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

<u>1060</u>	<u>FO - Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7687	00001	907573	288213	09/01/17	<u>1,414.99</u>
					Account Total	<u>1,414.99</u>
					Department Total	<u><u>1,414.99</u></u>

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

<u>1114</u>	<u>FO - District Attorney Bldg.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7693	00001	907597	288213	09/01/17	<u>7,160.54</u>
					Account Total	<u>7,160.54</u>
					Department Total	<u><u>7,160.54</u></u>

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

<u>2090</u>	<u>FO - Flatrock Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Buildings					
	SUNSTATE EQUIPMENT CO LLC	00050	906939	287586	09/14/17	60.00
					Account Total	60.00
	Gas & Electricity					
	Energy Cap Bill ID=7681	00050	907600	288213	08/24/17	40.33
					Account Total	40.33
					Department Total	100.33

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

<u>1077</u>	<u>FO - Government Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	SYSTEMS GROUP	00001	906938	287586	09/14/17	<u>170.00</u>
					Account Total	<u>170.00</u>
					Department Total	<u><u>170.00</u></u>

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

<u>1070</u>	<u>FO - Honnen/Plan&amp;Devel/MV Ware</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7685	00001	907577	288213	08/30/17	<u>1,995.26</u>
					Account Total	<u>1,995.26</u>
					Department Total	<u><u>1,995.26</u></u>

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

<u>1067</u>	<u>FO - Human Service Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7694	00001	907574	288213	09/04/17	<u>1,622.43</u>
					Account Total	<u>1,622.43</u>
					Department Total	<u><u>1,622.43</u></u>



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

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	COMMERCIAL CLEANING SYSTEMS	00001	906943	287586	09/14/17	437.00
					Account Total	437.00
	Maintenance Contracts					
	MILE HIGH TREE CARE INC	00001	906945	287586	09/14/17	2,000.00
					Account Total	2,000.00
	Repair & Maint Supplies					
	SUMMIT LABORATORIES INC	00001	906941	287586	09/14/17	410.00
					Account Total	410.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7692	00001	907578	288213	09/01/17	22,806.96
					Account Total	22,806.96
					Department Total	25,653.96

**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>
	Consultant Services					
	LEWIS HIMES ASSOCIATES INC	00001	906947	287586	09/14/17	1,728.00
					Account Total	1,728.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7670	00001	907598	288213	08/18/17	22,654.72
	Energy Cap Bill ID=7671	00001	907599	288213	08/18/17	13,419.81
					Account Total	36,074.53
					Department Total	<u>37,802.53</u>

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

<u>1072</u>	<u>FO - West Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7678	00001	907579	288213	08/25/17	6,517.80
					Account Total	<u>6,517.80</u>
	Maintenance Contracts					
	TYCO WESTFIRE	00001	906946	287586	09/14/17	430.00
					Account Total	<u>430.00</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7679	00001	907580	288213	08/24/17	2,381.99
	Energy Cap Bill ID=7680	00001	907581	288213	08/24/17	750.56
					Account Total	<u>3,132.55</u>
					Department Total	<u><u>10,080.35</u></u>

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

<u>1069</u>	<u>FO-Animal Shelter Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7690	00001	907575	288213	09/06/17	2,614.40
					Account Total	2,614.40
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7695	00001	907576	288213	09/04/17	656.06
					Account Total	656.06
					Department Total	<u>3,270.46</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=7691	00001	907596	288213	09/06/17	<u>4,788.72</u>
					Account Total	<u>4,788.72</u>
					Department Total	<u><u>4,788.72</u></u>

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

1	General Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	ADAMSON POLICE PRODUCTS	00001	907132	287855	09/18/17	745.00
	ALLIED UNIVERSAL SECURITY SERV	00001	907447	288172	09/21/17	1,612.80
	ARISING HOPE INTERNATIONAL	00001	906995	287689	09/15/17	250.00
	ARMORED KNIGHTS INC	00001	907052	287703	09/15/17	332.44
	ARMORED KNIGHTS INC	00001	907052	287703	09/15/17	332.44
	ARMORED KNIGHTS INC	00001	907052	287703	09/15/17	332.44
	ARMORED KNIGHTS INC	00001	907052	287703	09/15/17	332.44
	ARMORED KNIGHTS INC	00001	907052	287703	09/15/17	332.44
	ARMORED KNIGHTS INC	00001	907052	287703	09/15/17	332.44
	BLACK ROOFING INC	00001	907189	287868	09/18/17	102,000.00
	BOB BARKER COMPANY	00001	907013	287689	09/15/17	1,535.00
	CINTAS CORPORATION #66	00001	907213	287868	09/18/17	134.43
	CINTAS CORPORATION #66	00001	907460	288172	09/21/17	134.43
	COLO DIST ATTORNEY COUNCIL	00001	907217	287868	09/18/17	2,935.90
	COMCOR INC	00001	907445	288172	09/21/17	292.64
	COMMUNITY REACH CENTER	00001	907133	287855	09/18/17	40,993.00
	CORRECTIONAL MANAGEMENT INC	00001	907444	288172	09/21/17	160.89
	DENVER MEDIA DESIGNS	00001	907017	287689	09/15/17	2,115.00
	DLR GROUP	00001	897976	278615	05/25/17	40,658.10
	DLR GROUP	00001	897977	278615	05/25/17	3,785.43
	DREXEL BARRELL & CO	00001	907063	287703	09/15/17	2,256.25
	DREXEL BARRELL & CO	00001	907463	288172	09/21/17	2,022.00
	DREXEL BARRELL & CO	00001	907464	288172	09/21/17	1,472.00
	ECONOMIC & PLANNING SYSTEMS IN	00001	907465	288172	09/21/17	11,774.26
	ENTRAVISION COMMUNICATIONS	00001	907093	287703	09/15/17	1,098.84
	EON OFFICE PRODUCTS	00001	907134	287855	09/18/17	9,030.00
	GALLS LLC	00001	907018	287689	09/15/17	104.11
	GALLS LLC	00001	907019	287689	09/15/17	190.83
	GALLS LLC	00001	907023	287689	09/15/17	59.99
	GALLS LLC	00001	907024	287689	09/15/17	33.95
	GALLS LLC	00001	907025	287689	09/15/17	33.95
	GALLS LLC	00001	907026	287689	09/15/17	86.68
	GALLS LLC	00001	907135	287855	09/18/17	49.19
	GALLS LLC	00001	907135	287855	09/18/17	47.14
	GALLS LLC	00001	907174	287855	09/18/17	182.24

**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>
	GALLS LLC	00001	907174	287855	09/18/17	135.22
	GALLS LLC	00001	907176	287855	09/18/17	37.12
	GALLS LLC	00001	907176	287855	09/18/17	76.68
	GALLS LLC	00001	907176	287855	09/18/17	191.95
	GALLS LLC	00001	907178	287855	09/18/17	45.17
	GALLS LLC	00001	907180	287855	09/18/17	244.91
	GALLS LLC	00001	907181	287855	09/18/17	107.96
	GALLS LLC	00001	907181	287855	09/18/17	814.47
	GALLS LLC	00001	907181	287855	09/18/17	503.02
	GENERAL NETWORKS	00001	907276	287941	09/19/17	325.65
	GOLDMAN ROBBINS NICHOLSON & MA	00001	907062	287703	09/15/17	4,607.32
	GROUNDS SERVICE COMPANY	00001	907216	287868	09/18/17	1,150.00
	HIGH COUNTRY BEVERAGE	00001	907095	287703	09/15/17	999.99
	HIGH COUNTRY BEVERAGE	00001	907095	287703	09/15/17	1,032.01
	IDEXX DISTRIBUTION INC	00001	907195	287868	09/18/17	305.00
	IDEXX DISTRIBUTION INC	00001	907214	287868	09/18/17	107.04
	INSIGHT PUBLIC SECTOR	00001	907277	287941	09/19/17	6,464.56
	KD SERVICE GROUP	00001	907182	287855	09/18/17	573.56
	KD SERVICE GROUP	00001	907183	287855	09/18/17	210.00
	KEMP & HOFFMAN	00001	907446	288172	09/21/17	94,776.00
	KORBY LANDSCAPE LLC	00001	907192	287868	09/18/17	965.60
	KORBY LANDSCAPE LLC	00001	907192	287868	09/18/17	1,129.09
	KORBY LANDSCAPE LLC	00001	907192	287868	09/18/17	1,310.00
	KORBY LANDSCAPE LLC	00001	907192	287868	09/18/17	298.03
	KORBY LANDSCAPE LLC	00001	907192	287868	09/18/17	426.25
	KORBY LANDSCAPE LLC	00001	907192	287868	09/18/17	419.86
	KORBY LANDSCAPE LLC	00001	907192	287868	09/18/17	689.06
	KORBY LANDSCAPE LLC	00001	907192	287868	09/18/17	418.94
	KORBY LANDSCAPE LLC	00001	907192	287868	09/18/17	926.44
	KORBY LANDSCAPE LLC	00001	907193	287868	09/18/17	752.73
	LOPEZ MARCUS	00001	907027	287689	09/15/17	330.00
	METRO NORTH LTD	00001	907274	287941	09/19/17	963.07
	METRO NORTH LTD	00001	907275	287941	09/19/17	963.07
	MICHELSON FOUND ANIMALS FOUNDA	00001	907215	287868	09/18/17	173.76
	MICHELSON FOUND ANIMALS FOUNDA	00001	907215	287868	09/18/17	1,581.28
	MORENO DENNIS	00001	907188	287868	09/18/17	13,285.71

**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	907196	287868	09/18/17	105.20
	MWI VETERINARY SUPPLY CO	00001	907197	287868	09/18/17	196.40
	MWI VETERINARY SUPPLY CO	00001	907198	287868	09/18/17	37.80
	MWI VETERINARY SUPPLY CO	00001	907199	287868	09/18/17	1,598.25
	MWI VETERINARY SUPPLY CO	00001	907200	287868	09/18/17	51.25
	MWI VETERINARY SUPPLY CO	00001	907201	287868	09/18/17	111.70
	MWI VETERINARY SUPPLY CO	00001	907202	287868	09/18/17	130.80
	MWI VETERINARY SUPPLY CO	00001	907203	287868	09/18/17	121.25
	MWI VETERINARY SUPPLY CO	00001	907204	287868	09/18/17	17.48
	MWI VETERINARY SUPPLY CO	00001	907205	287868	09/18/17	89.16
	MWI VETERINARY SUPPLY CO	00001	907206	287868	09/18/17	136.28
	MWI VETERINARY SUPPLY CO	00001	907207	287868	09/18/17	121.25
	MWI VETERINARY SUPPLY CO	00001	907208	287868	09/18/17	36.87
	MWI VETERINARY SUPPLY CO	00001	907209	287868	09/18/17	33.46
	MWI VETERINARY SUPPLY CO	00001	907210	287868	09/18/17	363.02
	MWI VETERINARY SUPPLY CO	00001	907211	287868	09/18/17	44.58
	MWI VETERINARY SUPPLY CO	00001	907212	287868	09/18/17	76.24
	NCS PEARSON INC	00001	907030	287689	09/15/17	792.25
	NEVE'S UNIFORMS INC	00001	907184	287855	09/18/17	134.00
	NEVE'S UNIFORMS INC	00001	907185	287855	09/18/17	916.00
	NEVE'S UNIFORMS INC	00001	907185	287855	09/18/17	3,000.00
	OLD VINE PINNACLE ASSOCIATES	00001	907272	287941	09/19/17	800.00
	OLD VINE PINNACLE ASSOCIATES	00001	907273	287941	09/19/17	800.00
	ONENECK IT SOLUTIONS LLC	00001	907028	287689	09/15/17	12,784.57
	PARTY TIME RENTAL INC	00001	907094	287703	09/15/17	36,579.80
	PEARL COUNSELING ASSOCIATES	00001	907029	287689	09/15/17	5,500.00
	PEARL COUNSELING ASSOCIATES	00001	907029	287689	09/15/17	1,000.00
	PERKINS COIE LLP	00001	907055	287703	09/15/17	3,283.00
	PFX PET SUPPLY	00001	907448	288172	09/21/17	355.00
	PTS OF AMERICA LLC	00001	907031	287689	09/15/17	763.00
	PTS OF AMERICA LLC	00001	907032	287689	09/15/17	821.00
	PTS OF AMERICA LLC	00001	907033	287689	09/15/17	992.00
	PTS OF AMERICA LLC	00001	907034	287689	09/15/17	1,091.00
	PTS OF AMERICA LLC	00001	907035	287689	09/15/17	1,092.00
	SANITY SOLUTIONS INC	00001	907053	287703	09/15/17	34,183.83
	SHERMAN & HOWARD LLC	00001	907060	287703	09/15/17	956.25



**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>
	SOUTHWESTERN PAINTING	00001	907120	287848	09/18/17	24,882.00
	SOUTHWESTERN PAINTING	00001	907121	287848	09/18/17	3,600.00
	SPECTRA CONTRACT FLOORING SERV	00001	907190	287868	09/18/17	275.00
	SPECTRA CONTRACT FLOORING SERV	00001	907191	287868	09/18/17	250.00
	STATE OF COLORADO	00001	907050	287703	09/15/17	10,484.54
	STATE OF COLORADO	00001	907050	287703	09/15/17	331.55
	STATE OF COLORADO	00001	907051	287703	09/15/17	624.43
	STATE OF COLORADO	00001	907051	287703	09/15/17	38.60
	SUMMIT FOOD SERVICE LLC	00001	907036	287689	09/15/17	22,855.83
	SUMMIT FOOD SERVICE LLC	00001	907036	287689	09/15/17	5,091.15
	SUMMIT FOOD SERVICE LLC	00001	907037	287689	09/15/17	27,780.90
	SUMMIT FOOD SERVICE LLC	00001	907038	287689	09/15/17	27,165.41
	SUMMIT FOOD SERVICE LLC	00001	907039	287689	09/15/17	26,725.19
	SUMMIT FOOD SERVICE LLC	00001	907186	287855	09/18/17	5,313.83
	THYSSENKRUPP ELEVATOR CORP	00001	907194	287868	09/18/17	1,182.03
	THYSSENKRUPP ELEVATOR CORP	00001	907194	287868	09/18/17	125.00
	THYSSENKRUPP ELEVATOR CORP	00001	907194	287868	09/18/17	91.21
	THYSSENKRUPP ELEVATOR CORP	00001	907194	287868	09/18/17	791.00
	THYSSENKRUPP ELEVATOR CORP	00001	907194	287868	09/18/17	250.00
	THYSSENKRUPP ELEVATOR CORP	00001	907194	287868	09/18/17	2,575.00
	THYSSENKRUPP ELEVATOR CORP	00001	907194	287868	09/18/17	250.00
	THYSSENKRUPP ELEVATOR CORP	00001	907194	287868	09/18/17	325.00
	THYSSENKRUPP ELEVATOR CORP	00001	907194	287868	09/18/17	675.00
	THYSSENKRUPP ELEVATOR CORP	00001	907194	287868	09/18/17	250.00
	TOSHIBA FINANCIAL SERVICES	00001	907187	287855	09/18/17	2,871.02
	TOSHIBA FINANCIAL SERVICES	00001	907187	287855	09/18/17	1,278.28
	TOSHIBA FINANCIAL SERVICES	00001	907187	287855	09/18/17	187.44
	TOSHIBA FINANCIAL SERVICES	00001	907187	287855	09/18/17	1,050.52
	TRI TECH SOFTWARE SYSTEMS	00001	907040	287689	09/15/17	165,942.92
	23.4 DEGREES	00001	907462	288172	09/21/17	13,333.00
					Account Total	820,839.75
	Retainages Payable					
	BLACK ROOFING INC	00001	907189	287868	09/18/17	5,100.00-
					Account Total	5,100.00-
					Department Total	815,739.75

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

<u>1015</u>	<u>Human Resources- Admin</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Insurance Premiums					
	KAISER PERMANENTE	00001	907230	287922	09/19/17	9,100.00
	ROCKY MTN HEALTH PLAN	00001	907227	287922	09/19/17	850.00
	SECURE HORIZONS	00001	907123	287850	09/18/17	1,500.00
	UNITED HEALTHCARE	00001	907225	287922	09/19/17	6,250.00
					Account Total	17,700.00
	Tuition Reimbursement					
	ALLEN BRADLEY	00001	907119	287840	09/18/17	230.00
					Account Total	230.00
					Department Total	17,930.00

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

<u>1079</u>	<u>Human Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00001	906937	287586	09/14/17	<u>3,137.24</u>
					Account Total	<u>3,137.24</u>
					Department Total	<u><u>3,137.24</u></u>

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

<u>8613</u>	<u>Insurance - UHC EPO Medical</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	UNITED HEALTHCARE	00019	907128	287850	09/18/17	100.86
					Account Total	100.86
	Insurance Premiums					
	UNITED HEALTHCARE	00019	907128	287850	09/18/17	159.50
					Account Total	159.50
					Department Total	260.36

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

<u>8612</u>	<u>Insurance - UHC POS Medical</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	UNITED HEALTHCARE	00019	907128	287850	09/18/17	50.43
					Account Total	50.43
	Insurance Premiums					
	UNITED HEALTHCARE	00019	907128	287850	09/18/17	79.75
					Account Total	79.75
					Department Total	130.18

**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>
	COBRA Medical - Kaiser Ins.					
	KAISER PERMANENTE	00019	907127	287850	09/18/17	2,270.19
					Account Total	2,270.19
	Received not Vouchered Clrg					
	BERG HILL GREENLEAF & RUSCITTI	00019	907047	287703	09/15/17	13,731.74
	CAREHERE LLC	00019	907223	287868	09/18/17	65.25
	CAREHERE LLC	00019	907223	287868	09/18/17	1,468.98
	CAREHERE LLC	00019	907223	287868	09/18/17	3,473.14
	CAREHERE LLC	00019	907223	287868	09/18/17	1,687.69
	CAREHERE LLC	00019	907223	287868	09/18/17	22,479.61
	LEONARD KELLY K	00019	907049	287703	09/15/17	321.04
					Account Total	43,227.45
	Retiree Med - Kaiser					
	KAISER PERMANENTE	00019	907229	287922	09/19/17	79,166.79
					Account Total	79,166.79
	Retiree Med - Pacificare					
	SECURE HORIZONS	00019	907122	287850	09/18/17	16,314.02
					Account Total	16,314.02
	Retiree Med - RMHP Metro Area					
	ROCKY MTN HEALTH PLAN	00019	907226	287922	09/19/17	4,787.30
					Account Total	4,787.30
					Department Total	145,765.75

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

<u>8614</u>	<u>Insurance- Delta Dental</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	DELTA DENTAL PLAN OF COLO	00019	907126	287850	09/18/17	85.10
					Account Total	85.10
	Ins Premium Dental-Delta					
	DELTA DENTAL PLAN OF COLO	00019	907125	287850	09/18/17	132.63
	DELTA DENTAL PLAN OF COLO	00019	907130	287850	09/18/17	10,805.00
					Account Total	10,937.63
					Department Total	<u>11,022.73</u>

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

<u>8615</u>	<u>Insurance- UHC Retiree Medical</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	UNITED HEALTHCARE	00019	907228	287922	09/19/17	1,865.91
	UNITED HEALTHCARE	00019	907228	287922	09/19/17	353.01
	UNITED HEALTHCARE	00019	907228	287922	09/19/17	50.43
					Account Total	2,269.35
	AARP RX					
	UNITED HEALTHCARE	00019	907131	287850	09/18/17	11,930.70
					Account Total	11,930.70
	Insurance Premiums					
	UNITED HEALTHCARE	00019	907228	287922	09/19/17	2,950.75
	UNITED HEALTHCARE	00019	907228	287922	09/19/17	558.25
	UNITED HEALTHCARE	00019	907228	287922	09/19/17	79.75
					Account Total	3,588.75
	UHC_MED					
	UNITED HEALTHCARE	00019	907224	287922	09/19/17	26,254.56
					Account Total	26,254.56
					Department Total	44,043.36



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

<u>8623</u>	<u>Insurance- Vision</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Ins. Premium-Vision					
	VISION SERVICE PLAN-CONNECTICU	00019	907124	287850	09/18/17	6.35
					Account Total	<u>6.35</u>
	Self-Insurance Claims					
	VISION SERVICE PLAN-CONNECTICU	00019	907246	287924	09/19/17	15,750.92
					Account Total	<u>15,750.92</u>
					Department Total	<u><u>15,757.27</u></u>

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

<u>1058</u>	<u>IT Network/Telecom</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	GULLEY METAL SERVICES INC	00001	907605	288215	09/21/17	950.00
	KNS COMMUNICATIONS CONSULTANTS	00001	907507	288207	09/21/17	2,185.03
					Account Total	<u>3,135.03</u>
					Department Total	<u><u>3,135.03</u></u>

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

<u>912111</u>	<u>NSP State Program Income</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Refund Grant Monies					
	COLO DEPT OF LOCAL AFFAIRS	00030	907110	287825	09/18/17	<u>121,466.26</u>
					Account Total	<u>121,466.26</u>
					Department Total	<u><u>121,466.26</u></u>

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

<u>6107</u>	<u>Open Space Projects</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00027	907006	287688	09/15/17	90.43
	UNITED POWER (UNION REA)	00027	907007	287688	09/15/17	20.00
					Account Total	<u>110.43</u>
					Department Total	<u><u>110.43</u></u>

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

<u>1111</u>	<u>Parks Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	COMMERCIAL CLEANING SYSTEMS	00001	906944	287586	09/14/17	200.00
	MERIDIAN ABATEMENT LLC	00001	906950	287587	09/14/17	1,300.00
					Account Total	1,500.00
	Gas & Electricity					
	Energy Cap Bill ID=7672	00001	907588	288213	08/24/17	40.85
	Energy Cap Bill ID=7673	00001	907589	288213	08/24/17	51.09
	Energy Cap Bill ID=7674	00001	907590	288213	08/24/17	47.50
	Energy Cap Bill ID=7675	00001	907591	288213	08/24/17	87.99
	Energy Cap Bill ID=7676	00001	907592	288213	08/24/17	43.91
	Energy Cap Bill ID=7677	00001	907593	288213	08/24/17	60.32
	Energy Cap Bill ID=7686	00001	907594	288213	09/01/17	531.97
	Energy Cap Bill ID=7688	00001	907595	288213	08/28/17	99.61
					Account Total	963.24
					Department Total	2,463.24

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

<u>1010</u>	<u>Public Information Office</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	SIEDLECKI JAMES L	00001	907442	288169	09/21/17	<u>211.00</u>
					Account Total	<u>211.00</u>
					Department Total	<u><u>211.00</u></u>

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

<u>5010</u>	<u>PKS- Fair &amp; Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	RADIO RESOURCE INC	00001	907004	287688	09/15/17	400.00
					Account Total	400.00
	Fair Expenses-General					
	GRAY VICKY	00001	907244	287924	09/19/17	150.00
					Account Total	150.00
	Printing External					
	EGAN PRINTING CO	00001	906999	287688	09/15/17	3,396.00
					Account Total	3,396.00
	Regional Park Concessions					
	REDDY ICE CORPORATION	00001	907005	287688	09/15/17	3,210.00
					Account Total	3,210.00
					Department Total	7,156.00

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

<u>5015</u>	<u>PKS- Grounds Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	CULLIGAN	00001	906997	287688	09/15/17	<u>166.85</u>
					Account Total	<u>166.85</u>
					Department Total	<u><u>166.85</u></u>



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

<u>5012</u>	<u>PKS- Regional Complex</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	G & K SERVICES	00001	907000	287688	09/15/17	<u>199.42</u>
					Account Total	<u>199.42</u>
					Department Total	<u><u>199.42</u></u>

County of Adams  
Vendor Payment Report

<u>5016</u>	<u>PKS- Trail Ranger Patrol</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00001	907008	287688	09/15/17	72.26
	XCEL ENERGY	00001	907009	287688	09/15/17	345.01
	XCEL ENERGY	00001	907010	287688	09/15/17	16.49
	XCEL ENERGY	00001	907011	287688	09/15/17	701.56
	XCEL ENERGY	00001	907012	287688	09/15/17	14.61
					Account Total	1,149.93
	Water/Sewer/Sanitation					
	COLO WATER WELL PUMP SVC & SUP	00001	906996	287688	09/15/17	355.28
	DEEP ROCK WATER	00001	906998	287688	09/15/17	92.15
	NORTH PECOS WATER & SANITATION	00001	907001	287688	09/15/17	100.56
	NORTH WASHINGTON STREET	00001	907002	287688	09/15/17	15,558.90
	NORTH WASHINGTON STREET	00001	907003	287688	09/15/17	719.43
					Account Total	16,826.32
					Department Total	17,976.25

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

<u>8624</u>	<u>Retiree-Vision</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Ins. Premium-Vision					
	VISION SERVICE PLAN-CONNECTICU	00019	907129	287850	09/18/17	354.33
					Account Total	354.33
	Self-Insurance Claims					
	VISION SERVICE PLAN-CONNECTICU	00019	907245	287924	09/19/17	1,068.01
					Account Total	1,068.01
					Department Total	1,422.34

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

<u>13</u>	<u>Road &amp; Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ARMOS GROUP LLC	00013	907271	287941	09/19/17	1,090.00
	ASPHALT SPECIALTIES CO INC	00013	907222	287868	09/18/17	4,855.35
	BNSF RAILWAY COMPANY	00013	907466	288172	09/21/17	800.00
	CALABRESE JOSEPH JACK	00013	907270	287941	09/19/17	168.00
	ICON ENGINEERING INC	00013	907092	287703	09/15/17	12,933.60
	MAPLETON INDUSTRIAL INVESTORS	00013	907048	287703	09/15/17	279,572.28
	ROSE MARGARET ANN	00013	907091	287703	09/15/17	5,222.50
	SPANO ANTHONY	00013	907269	287941	09/19/17	320.00
					Account Total	<u>304,961.73</u>
					Department Total	<u><u>304,961.73</u></u>

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

<u>94</u>	<u>Sheriff Payables</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Brain Trust					
	COLO DEPT OF HUMAN SERVICES	00094	907238	287924	09/19/17	5,805.00
					Account Total	5,805.00
	Family Friendly Fee					
	COLO JUDICIAL DEPT	00094	907239	287924	09/19/17	519.00
					Account Total	519.00
	Fingerprint Cards - CBI					
	COLO BUREAU OF INVESTIGATION	00094	907315	287950	09/19/17	9,056.50
					Account Total	9,056.50
	State Surcharge					
	CLERK OF THE COUNTY COURT	00094	907237	287924	09/19/17	5,380.00
					Account Total	5,380.00
					Department Total	<u>20,760.50</u>

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

<u>2011</u>	<u>SHF- Admin Services Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Uniforms & Cleaning					
	ADAMSON POLICE PRODUCTS	00001	907057	287702	09/15/17	<u>500.66</u>
					Account Total	<u>500.66</u>
					Department Total	<u><u>500.66</u></u>

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

<u>2016</u>	<u>SHF- Detective Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	907067	287702	09/15/17	266.10
					Account Total	266.10
	Other Communications					
	CENTURY LINK	00001	907061	287702	09/15/17	88.99
					Account Total	88.99
	Other Professional Serv					
	COLO MEDICAL WASTE INC	00001	907064	287702	09/15/17	222.00
					Account Total	222.00
	Travel & Transportation					
	BRIGGS KATLYN	00001	907090	287702	09/15/17	105.00
					Account Total	105.00
					Department Total	<u>682.09</u>

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

<u>2071</u>	<u>SHF- Detention Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Buildings					
	GROUND ENGINEERING CONSULTANTS	00001	906948	287586	09/14/17	357.50
					Account Total	357.50
	Medical Services					
	NORTHGLENN AMBULANCE	00001	907079	287702	09/15/17	313.43
					Account Total	313.43
	Operating Supplies					
	ADAMS COUNTY DETENTION FACILIT	00001	907056	287702	09/15/17	1.30
	SUMMIT FOOD SERVICE LLC	00001	907083	287702	09/15/17	344.30
	SUMMIT FOOD SERVICE LLC	00001	907086	287702	09/15/17	29.03
	SUMMIT FOOD SERVICE LLC	00001	907087	287702	09/15/17	39.62
	SUMMIT FOOD SERVICE LLC	00001	907088	287702	09/15/17	11.24
	SUMMIT FOOD SERVICE LLC	00001	907089	287702	09/15/17	80.16
					Account Total	505.65
					Department Total	<u>1,176.58</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>
	Fuel, Gas & Oil					
	MILLER NATHAN	00001	907077	287702	09/15/17	29.09
					Account Total	29.09
	Travel & Transportation					
	HADLEY ANDREW	00001	907073	287702	09/15/17	244.00
	MCNAIR RICKY	00001	907074	287702	09/15/17	28.00
	SMALLEY KARLAND H	00001	907081	287702	09/15/17	92.00
					Account Total	364.00
	Uniforms & Cleaning					
	ADAMSON POLICE PRODUCTS	00001	907059	287702	09/15/17	52.00
					Account Total	52.00
					Department Total	445.09

**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>
	Operating Supplies					
	FIRST CHOICE COFFEE SERVICES	00001	907070	287702	09/15/17	<u>138.15</u>
					Account Total	<u>138.15</u>
					Department Total	<u><u>138.15</u></u>

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

<u>9291</u>	<u>Veterans Service Office</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	ADCO HUMAN SERVICES DEPT	00001	907243	287924	09/19/17	136.37
					Account Total	<u>136.37</u>
					Department Total	<u><u>136.37</u></u>

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

<u>25</u>	<u>Waste Management Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	B & B ENVIRONMENTAL SAFETY INC	00025	907082	287703	09/15/17	3,402.27
	COLO DEPT OF PUBLIC HEALTH AND	00025	907076	287703	09/15/17	1,000.00
	COLO DEPT OF PUBLIC HEALTH AND	00025	907078	287703	09/15/17	6,112.50
	COLO DEPT OF PUBLIC HEALTH AND	00025	907080	287703	09/15/17	906.25
	QUANTUM WATER CONSULTING	00025	907084	287703	09/15/17	22,844.97
					Account Total	<u>34,265.99</u>
					Department Total	<u><u>34,265.99</u></u>

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

<u>97200</u>	<u>WIOA ADULT PROGRAM</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Clnt Trng-Tuition					
	ECO TECH	00035	906847	287459	09/13/17	6,000.00
	UNIVERSITY OF COLORADO AT DENV	00035	906848	287459	09/13/17	5,000.00
					Account Total	<u>11,000.00</u>
					Department Total	<u><u>11,000.00</u></u>

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

**Grand Total**      2,159,455.21

**MINUTES OF COMMISSIONERS' PROCEEDINGS FOR  
TUESDAY, SEPTEMBER 26, 2017**

1. ROLL CALL (09:06 AM)

Present: All Commissioners present.

Excused:

2. PLEDGE OF ALLEGIANCE (09:07 AM)

3. MOTION TO APPROVE AGENDA (09:07 AM)

**Motion to Approve 3. MOTION TO APPROVE AGENDA Moved by Charles "Chaz" Tedesco, seconded by Mary Hodge, unanimously carried.**

4. AWARDS AND PRESENTATIONS

5. PUBLIC COMMENT (09:07 AM)

A. Citizen Communication (09:08 AM)

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

B. Elected Officials' Communication (09:10 AM)

6. CONSENT CALENDAR (09:11 AM)

A. 17-680 List of Expenditures Under the Dates of September 12-14, 2017

B. 17-681 Minutes of the Commissioners' Proceedings from September 19, 2017

C. 17-660 Resolution Approving a First Amended and Restated Subdivision Improvements Agreement between Adams County and Pomponio Terrace Holdings LLC for Pomponio Terrace Filing 1 (File was approved by ELT)

D. 17-666 Resolution Approving Right-of-Way Agreement between Adams County and the Armos Group, LLC, for Property Necessary for the York Street Improvements Project - York Street from East 78th Avenue to Highway 224 (File was approved by ELT)

E. 17-667 Resolution Approving Modification of Hyland Hills Park and Recreation District's Clear Creek Valley Park Open Space Sales Tax Grants (File was approved by ELT)

F. 17-671 Resolution Approving Road Maintenance Agreement between Adams County and Extraction Oil and Gas, Inc., for Alma Oil and Gas Well Pad and Production Facility (File was approved by ELT)

G. 17-675 Resolution Approving Assignment of Right of First Refusal from the Trust for Public Land to Adams County for the Littlefield Property (File was approved by ELT)

H. 17-679 Resolution Ratifying and Accepting Grant Offer 3-08-0016-41 between Adams County and Federal Aviation Administration for the Front Range Airport Taxiway A7 Rehabilitation (File was approved by ELT)

I. 17-684 Resolution Approving Adams County Community Services Block Grant - Community Action Plan for 2018-2020 (File was approved by ELT)

J. 17-696 Resolution Approving Amendment 1 to the Office Space Lease between Adams County and Metro North, Ltd., for Premises at 11990 Grant Street (File was approved by

ELT)

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

7. NEW BUSINESS (09:11 AM)

A. COUNTY MANAGER (09:11 AM)

1. 17-672 Resolution Approving Amendment One to the Agreement between Adams County and B&B Environmental Safety Inc., for Environmental Safety Consulting Services (File was approved by ELT) (09:11 AM)

**Motion to Approve 1. 17-672 Resolution Approving Amendment One to the Agreement between Adams County and B&B Environmental Safety Inc., for Environmental Safety Consulting Services**

**(File was approved by ELT) Moved by Charles "Chaz" Tedesco, seconded by Steve O'Doriso, unanimously carried.**

2. 17-673 Resolution Approving Amendment Three to the Agreement between Adams County and CareHere Management, PLLC, for an Employee Health Clinic at the Pete Mirelez Human Services Center (File was approved by ELT) (09:13 AM)

**Motion to Approve 2. 17-673 Resolution Approving Amendment Three to the Agreement between Adams County and CareHere Management, PLLC, for an Employee Health Clinic at the Pete Mirelez Human Services Center**

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

B. COUNTY ATTORNEY (09:15 AM)

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 (09:15 AM)

**Motion to Approve 8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for the Purpose of Receiving Legal Advice Regarding Bargaining Policies Moved by Steve O'Doriso, seconded by Mary Hodge, unanimously carried.**

9. ADJOURNMENT (09:15 AM)

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> October 3, 2017
<b>SUBJECT:</b> Conservation Easement on Anderson/Hattendorf/Sable Farmland property
<b>FROM:</b> Nathan Mosley, Parks and Open Space Director and Shannon McDowell and Renee Petersen
<b>AGENCY/DEPARTMENT:</b> Parks and Open Space
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO N/A
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the deed of conservation easement in gross on the Anderson/Hattendorf/Sable Farmland property.

### **BACKGROUND:**

In November of 2016, Adams County awarded the City of Brighton an open space sales tax grant equal to 43.9% of the total project cost, up to \$1,674,750 for the Sable Farmland Acquisition project. The project proposed acquiring a sixty-four acre property, including associated water rights, in the District Plan area. Acquisition of this property protects valuable farmland in the Brighton area and begins to implement the District Plan, which was jointly created and adopted by Adams County and the City of Brighton.

Pursuant to the Open Space Policies and Procedures, the City of Brighton is required to encumber the property with a conservation easement because passive funds from the Open Space Sales Tax are contributing to the acquisition. The conservation easement will protect the passive use of this property in perpetuity. Similarly, a previous owner of the property reserved the subsurface mineral rights, including oil and gas, but agreed not to disturb the surface of the property to harvest the subsurface minerals. A second document, Assignment of Rights to Prohibit Surface Use under Oil and Gas Lease, will be executed benefitting Adams County and the City of Brighton to transfer the right to protect the surface of the property from subsurface mineral development activities. A third document, an acknowledgment regarding the baseline inventory report for the property, is a non-contractual document that will be executed by staff.

The City of Brighton plans to close on the property in the coming days, and will immediately encumber the property with the conservation easement once the city has ownership. All

referenced documents are approved to form by the County Attorney's Office and are now awaiting final signature by the Chair of the Board of County Commissioners.

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

City of Brighton, Great Outdoors Colorado

**ATTACHED DOCUMENTS:**

Resolution

Deed of Conservation Easement in Gross

Assignment of Rights to Prohibit Surface Use Under Oil and Gas Lease

Baseline Report

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

**RESOLUTION APPROVING THE DEED OF CONSERVATION  
EASEMENT IN GROSS BETWEEN ADAMS COUNTY AND THE CITY OF  
BRIGHTON FOR THE ANDERSON/HATTENDORF/SABLE FARMLAND  
PROPERTY**

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

WHEREAS, the City of Brighton received an Open Space Sales Tax grant on November 15, 2016 for the acquisition of the Anderson/Hattendorf/Sable Farmland property, which is approximately 63.688 acres in size and located near 144<sup>th</sup> Avenue and Sable Boulevard; and,

WHEREAS, pursuant to the Open Space Sales Tax Policies and Procedures, upon acquisition of the Anderson/Hattendorf/Sable Farmland property, a conservation easement is required to be placed on the property to preserve passive use of the property in perpetuity; and,

WHEREAS, the City of Brighton has set a closing date for the property and wishes to encumber the property with a conservation easement once the property has been purchased; and,

WHEREAS, a baseline report has been created that documents the conservation values on the property; and,

WHEREAS, the City of Brighton has requested that Adams County holds the conservation easement; and,

WHEREAS, the City of Brighton has signed the conservation easement indicating its approval; and,

WHEREAS, Adams County wishes to accept the conservation easement; and,

WHEREAS, the current owner has entered into a covenant not to disturb the surface with the subsurface mineral owner and wishes to assign the rights in the covenant to both the City of Brighton and Adams County; and,

WHEREAS, the conservation easement will be effective as of the date that the easement is recorded with the Adams County Clerk and Recorder.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Deed of Conservation Easement in Gross between Adams County and the City of Brighton for the Anderson/Hattendorf/Sable Farmland Property, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

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

BE IT FURTHER RESOLVED that the Chair is also authorized to sign the Assignment of Rights to Prohibit Surface Use Under Oil and Gas Lease on behalf of Adams County.

BE IT FURTHER RESOLVED that Parks and Open Space Department staff is authorized to sign any non-contractual documents associated with the conservation easement.

*NOTICE: THIS PROPERTY INTEREST HAS BEEN ACQUIRED IN PART WITH GRANT #17114 (“GRANT”) FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND (“BOARD”). THIS DEED OF CONSERVATION EASEMENT CONTAINS RESTRICTIONS ON THE USE AND DEVELOPMENT OF THE PROPERTY, WHICH ARE INTENDED TO PROTECT ITS OPEN SPACE AND OTHER CONSERVATION VALUES. THE BOARD HAS FOUND THAT THIS DEED OF CONSERVATION EASEMENT PROVIDES BENEFITS THAT ARE IN THE PUBLIC INTEREST.*

**DEED OF CONSERVATION EASEMENT IN GROSS**

(Anderson/Hattendorf/Sable Farmland – City of Brighton, Adams County)

THIS DEED OF CONSERVATION EASEMENT IN GROSS is granted \_\_\_\_ day of August, 2017, by the **CITY OF BRIGHTON, COLORADO**, a Colorado home rule municipality, the address of which is 22 South 4<sup>th</sup> Avenue, Brighton, Colorado 80601 (“**Grantor**”), to and for the benefit of the **BOARD OF COUNTY COMMISSIONERS OF ADAMS COUNTY, COLORADO**, a political subdivision of the state of Colorado, having its address at 4430 South Adams County Parkway, Brighton, CO 80601 (“**Grantee**”). The Grantor and the Grantee are individually referred to as a “**Party**”, and collectively as the “**Parties**”, herein. This “Deed of Conservation Easement in Gross” may be referred to herein as the “Easement” or the “Deed”. The following exhibits are attached hereto and are incorporated by reference:

- Exhibit A - Description of Parcel
- Exhibit B - Map of Property and Building Areas
- Exhibit B-1 - Description of Building Areas
- Exhibit C - Description of Water Rights
- Exhibit D - Acknowledgment of Baseline Report

RECITALS:

A. Grantor is the sole owner in fee simple of a 63.688 acre, more or less, tract of land which includes all of the property described in the attached **Exhibit A** and depicted on attached **Exhibit B**, and the water rights, further defined in Section 5.10 and in the attached **Exhibit C**. The property and water rights described in Exhibit A and Exhibit C comprises the “**Property**” encumbered by this Easement.

B. The Property possesses natural, scenic, open space, agricultural and/or recreational values (collectively, “**Conservation Values**”) of great importance to Grantor and the people of Adams County. In particular, the Property is located in a key area of farmland along Sable Boulevard between East 144<sup>th</sup> and East 148<sup>th</sup> Avenues. These rich farming soils on the Property are very important to the City of Brighton and to Adams County and are threatened by rapid conversion to commercial, residential, and industrial development. In addition, the Property comprises a visual corridor of undeveloped farmland at the south entrance to the urban setting of the City of Brighton. Residents

within the region, and within Adams County and Brighton will benefit from the protection of this property as agricultural open space. Preserving the Property's agricultural heritage allows potential for agritourism and education in the greater Brighton area.

C. The Property provides agricultural production and protects open space, agricultural lands, and floodplain areas as recommended by the District Plan, which was adopted by Adams County and the City of Brighton in 2016.

D. Grantor intends that the Conservation Values of the Property be preserved and protected, and that any uses be prohibited that would substantially diminish or impair the Conservation Values or that otherwise would be inconsistent with the purposes of this Easement.

E. The conservation purposes of this Easement are recognized by, and the grant of this Easement will serve, the clearly delineated governmental conservation policies listed below which are in effect as of the date of this Easement:

- 1) The Colorado Department of Agriculture statutes, Colorado Revised Statutes Sec. 35-1-101, *et seq.*, which provide in part that "it is the declared policy of the State of Colorado to conserve, protect, and encourage the development and improvement of its agricultural land for the production of food and other agricultural products."
- 2) Colorado Revised Statutes Sec. 38-30.5-101, *et seq.*, providing 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."
- 3) The Colorado Wildlife and Parks and Outdoor Recreation statutes, Colorado Revised Statutes Sec. 33-1-101, *et seq.*, which provide 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."
- 4) 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 matter of substantial state interest.
- 5) The Western Governors' Association Policy Resolution 08-21 supports "voluntary incentive-based methods for preserving open space, maintaining land and water for agricultural and timber production,

wildlife, and other values.”

- 6) Funding for this project has been provided in part by the Great Outdoors Colorado Trust Fund program. The voters of the State of Colorado by adoption of Article XXVII to the Constitution of the State of Colorado, the legislature of the State of Colorado by adoption of enabling legislation, and the Board, by adopting and administering competitive grants programs and rigorous due diligence review processes, have established that it is the policy of the State of Colorado and its people to preserve, protect, enhance and manage the state’s wildlife, park, river, trail and open space heritage, to protect critical wildlife habitats through the acquisition of lands, leases or easements, and to acquire and manage unique open space and natural areas of statewide significance.
- 7) The District Plan was jointly developed by Adams County, Colorado and the City of Brighton, Colorado as a community-based regional vision for guiding the development of local food production, agri-tourism, conservation and future land use (the “District Plan”). It is recognized in the District Plan that “lands irrigated by the Burlington and Fulton Ditches are some of the oldest, most productive farms in Colorado. Prime, irrigated agricultural land is a finite and irreplaceable resource”. Based upon the research conducted in forming the District Plan, it was concluded that “preserving farmland and developing a local food system are complementary activities, protecting farmland in the District creates an opportunity for millions of dollars in locally sourced food and wages, losing direct contact with this heritage would, in turn, threaten Brighton’s ability to position itself as a destination for agritourism and supporting agriculture provides multiple economic and cultural benefits, and keeps future opportunities open that have not yet been capitalized on such as agritourism”.

F. Grantor further intends, as owner of the Property, to convey to Grantee certain rights to preserve and protect the Conservation Values of the Property in perpetuity, jointly with the Grantor.

G. Grantee is a governmental entity qualified under Sections 170(h) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted pursuant thereto, and is a qualified holder of a conservation easement in gross under Colorado law.

H. Grantee agrees by accepting this Easement to honor the intentions of Grantor stated herein and to jointly with Grantor 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 recitals which are a substantive part of this agreement, 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 perpetual conservation easement in gross over the Property of the nature and character and to the extent hereinafter set forth (“**Easement**”).

1. Purpose. The purpose of this Easement is to ensure that the Conservation Values are preserved and protected in perpetuity (“**Purpose**”). To effectuate the Purpose of this Easement, Grantor and Grantee intend to permit only uses of the Property that do not substantially diminish or impair the Conservation Values, and to prevent any use of the Property that will substantially diminish or impair the Conservation Values. Notwithstanding the foregoing, nothing in this Easement is intended to compel a specific use of the Property, such as agriculture, other than the preservation and protection of the Conservation Values.
2. Baseline Documentation Report. The parties acknowledge that a written report dated July 25, 2017 has been prepared by Earthwork Conservation Planning, LLC and has been reviewed and approved by the parties, which documents the Property’s condition as of the conveyance date of this Easement (the “**Baseline Report**”). A copy of the Baseline Report shall be kept on file with both parties and by this reference made a part hereof. The parties acknowledge that the Baseline Report is intended to establish the condition of the Property as of the conveyance date of this Easement, and both parties have acknowledged the same in a signed statement, a copy of which is attached hereto as Exhibit D. The parties further agree that the existence of the Baseline Report shall in no way limit the parties’ ability to use other pertinent information in resolving any controversy that may arise with respect to the condition of the Property as of the conveyance date of this Easement.
3. Rights of Grantee. To accomplish the Purpose of this Easement the following rights are conveyed to Grantee by this Easement:
  - 3.1. To preserve and protect the Conservation Values of the Property;
  - 3.2. To enter upon the Property at reasonable times in order to monitor Grantor’s compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor’s or any tenant’s or licensee’s use and quiet enjoyment of the Property;
  - 3.3. To prevent any activity on or use of the Property that is inconsistent with the Purpose of this Easement; and
  - 3.4. To require the restoration of such areas or features of the Property that is damaged by any inconsistent use.
4. Reserved Rights. Except as expressly provided herein, Grantor reserves to itself,

its successors and assigns, all other rights accruing from its 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 or restricted herein and that do not substantially diminish or impair the Property's Conservation Values. As examples and without limiting the generality of the foregoing, the Grantor reserves the right to:

- 4.1. permit members of the public to engage in non-commercial, non-motorized passive recreational activities, such as horseback riding, hiking, cross-country skiing, or other similar low-impact recreational uses, subject to the rules and regulations established by Grantor for the operation and use of the Property;
  - 4.2. lease and/or sell the Property for agricultural use consistent with this Easement (the Grantor may enter into an agricultural lease for all or a portion of the Property and may enter into multiple agricultural leases at one time); provided that any sale shall be subject to Paragraph 21;
  - 4.3. alter, excavate, maintain and improve the existing ditches, ponds, wells and irrigation facilities as needed for delivery of water and irrigation on the Property, for road or property maintenance, or to reduce erosion, provided that any such activities shall not significantly impair the Conservation Values of the Property, shall be conducted with the prior approval of Grantee based upon Grantee's review of Grantor's plans and in accordance with all applicable laws and regulations.
  - 4.4. Any rights reserved in **Section 5**, below.
5. Prohibited and Restricted Uses. Any activity on or use of the Property that is inconsistent with the Purpose of this Easement, and which materially damages or diminishes the Conservation Values of the Property, is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited or are permitted subject to the restrictions described in this **Section 5**:
- 5.1. Development Rights. To fulfill the Purpose of this Easement, Grantor hereby conveys to Grantee all development rights deriving from, based upon or attributable to the Property in any way ("**Grantee's Development Rights**"), except those expressly reserved by Grantor herein, and the parties agree that Grantee's Development Rights shall be held by Grantee in perpetuity in order to fulfill the Purpose of this Easement, and to ensure that such rights are forever released, terminated and extinguished, and may not be used on or transferred off of the Property to any other property or used for the purpose of calculating permissible lot yield of the Property or any other property.
  - 5.2. Construction of Buildings and Other Structures.
    - 5.2.1. Residential Building Area. The Parties have identified an

approximate 1.56-acre building area described in **Exhibit B-1** and depicted in **Exhibit B** (the “**Residential Building Area**”) within which the following existing structures are located: the primary residence, the garage, barn and outbuildings (the “**Existing RBA Structures**”). The Existing RBA Structures may be maintained, repaired, renovated, reasonably enlarged or replaced within the Residential Building Area with the prior written approval of Grantee based upon Grantee’s review of Grantor’s plans and in accordance with all applicable laws and regulations. Additional outbuildings may be constructed within the Residential Building Area with the prior written approval of Grantee based upon Grantee’s review of Grantor’s plans and in accordance with all applicable laws and regulations.

5.2.2. Farm Labor Building Area. The Parties have identified an approximate 0.57-acre building area described in **Exhibit B-1** and depicted in **Exhibit B** (the “**Farm Labor Building Area**”) within which the following existing structures are located: the farm labor house, which is a residential structure, and small outdoor sheds (the “**Existing FLBA Structures**”). The Existing FLBA Structures may be maintained, repaired, renovated, reasonably enlarged or replaced within the Farm Labor Building Area with the prior written approval of Grantee based upon Grantee’s review of Grantor’s plans and in accordance with all applicable laws and regulations. Additional outbuildings may be constructed within the Farm Labor Building Area with the prior written approval of Grantee based upon Grantee’s review of Grantor’s plans and in accordance with all applicable laws and regulations.

5.2.3. Minor Agricultural Structures. Grantor may construct, maintain, repair or replace minor improvements and appurtenances used for agricultural purposes anywhere on the Property when said structures do not require a building permit, including fencing, irrigation structures, temporary storage sheds, portable toilets, plant screens, shade structures, hoop houses, and plant supports, so long as such improvements and appurtenances are sited so as to protect the Conservation Values on the Property. Any structure other than fencing that requires a building permit shall be prohibited.

5.3. New Structures and Improvements. Except as provided in **Section 5.2**, above, and **Section 5.8**, below, no new or additional building, residential building, structure or improvement, except recreational trails and appurtenances, shall be built on the Property, including but not limited to, athletic fields, golf courses or ranges, race tracks, airstrips, helicopter pads, or shooting ranges.

- 5.4. Fences. New fences may be constructed on the Property and existing fences may be repaired or replaced for purpose of reasonable and customary management of the Property or for separation of ownership and/or uses. Fencing shall be constructed in a manner that is compatible with the movement of wildlife across the Property and to adjoining properties.
- 5.5. Subdivision. Grantor and Grantee agree that the division, subdivision, de facto subdivision or partition in kind of the Property, whether by legal or physical process, into two or more parcels of land or partial or separate interests (including, but not limited to, condominium interests or the partition of undivided interests) is prohibited; except that Grantor may subdivide the Property, but only for providing and dedicating to Grantor or Grantee, as appropriate, necessary public right of way for Sable Boulevard or 144<sup>th</sup> or 148<sup>th</sup> Avenues. In such event, this Easement shall be amended, as provided herein, to release any portion of the Property that becomes public right of way for Sable Boulevard or 144<sup>th</sup> or 148<sup>th</sup> Avenues from the description of the Property encumbered by this Easement, and the Board and the Grantee shall be entitled to compensation, as provided in **Section 18**, below. Except as so permitted, Grantor shall own and convey the Property as a single parcel under a single ownership which shall be subject to the terms and conditions of this Easement.
- 5.6. Timber Harvesting. Trees may be harvested in connection with farming or nursery operations, or cut to control insects and disease, to control invasive non-native species, and to prevent personal injury and property damage. Dead trees may also be cut for firewood and other uses on the Property. No commercial lumber or timber harvesting shall be allowed.
- 5.7. Mining. The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance using any surface mining method or in any manner which disturbs, damages or occupies any portion of the surface of the Property is prohibited.
- 5.7.1. Covenant Not to Disturb Surface. The Parties acknowledge that the subsurface mineral estate was severed from the surface estate in the Special Warranty Deed with Reservation of Subsurface Minerals and Covenant not to Disturb Surface, from Jerry D. Anderson, Anne E. Anderson and Robert H. Hattendorf (“**Anderson**”) to The Conservation Fund, a Maryland nonprofit corporation, recorded March 17, 2017 as Reception No. 2017000023698, Adams County, Colorado (“**Special Warranty Deed**”). The Special Warranty Deed includes a “**Covenant Not to Disturb Surface**” given by Anderson for the benefit of the Property and its owner. Subsurface mining that does not violate the Covenant Not to Disturb Surface is permitted; Grantor shall

fully enforce the Covenant Not to Disturb the Surface. In addition, Grantor acknowledges that Grantee, as holder of this Easement is an intended third party beneficiary of the Covenant Not to Disturb Surface and may enforce the terms of the Covenant Not to Disturb Surface.

- 5.7.2. Right to Prohibit Surface Use Under Oil and Gas Lease. By the Assignment of Rights to Prohibit Surface Use Under Oil and Gas Lease, recorded March 17, 2017 as Reception No. 2017000023700, Adams County, Colorado (the “**Assignment**”), Anderson assigned to The Conservation Fund and its successors in interest, including the Grantor and the Grantee, its rights to prohibit surface mining, as Lessor under the Oil and Gas Lease recorded June 28, 2011 as Reception No. 2011000041039 and re-recorded February 14, 2012 at Reception No. 2012000010591 (the “**Oil and Gas Lease**”). By the terms and provisions of the Oil and Gas Lease, “no drilling or other oil and gas operations shall be conducted on the surface of the land without the prior written consent of Lessor”. By the prohibitions set forth herein under this Easement, neither Grantor nor Grantee shall grant permission to the Lessee to conduct drilling or other oil and gas operations on the surface of the Property under the terms of the Oil and Gas Lease.
- 5.8. Paving and Road Construction. Except for the potential future widening and improvement of the Sable Boulevard and/or 144<sup>th</sup> Avenue or 148<sup>th</sup> Avenue public rights of way abutting the Property, no portion of the Property shall be paved nor shall any new road be constructed without the prior written approval of Grantee, except within the Residential Building Area and Farm Labor Housing Area, and excepting recreational trails including recreational trails needed in order to connect to other recreational trails in the vicinity so long as the Property’s Conservation Values are not substantially impaired. Grantee shall give such permission within a reasonable time, unless Grantee determines in its sole discretion that the proposed paving or covering of the soil, or the location of any road, will substantially diminish or impair the Conservation Values of the Property and is inconsistent with this Easement; otherwise, Grantee’s permission shall not be unreasonably withheld, conditioned or delayed. Additionally, nothing herein shall be construed so as to cause the Property to be in violation of the Americans with Disabilities Act.
- 5.9. Trash. The dumping or uncontained accumulation of any kind of trash or refuse on the Property, including but not limited to household trash, construction materials, and hazardous chemicals, is strictly prohibited.
- 5.10. Water Rights. The Parties agree that it is appropriate to encumber certain water rights beneficially used on the Property with this Deed pursuant to

C.R.S. § 38-30.5-102, including all of Grantor’s right, title, and interest in and to the water and water rights described in **Exhibit C** and such substitute sources of water permitted under **Section 5.10.7** herein, together with Grantor’s interest, if any, in all associated canals, ditches, laterals, headgates, springs, wells, ponds, reservoirs, water shares and stock certificates, water allotments, contracts, units, permits, easements and rights of way, and irrigation equipment appurtenant and affixed to the Property (collectively, the “**Water Rights**”).

5.10.1. Permitted Water Uses. The Parties agree that the Water Rights will be used in accordance with their decrees, contracts, and/or permits. Except as otherwise set forth in this Deed, the Parties further agree that Grantor will use the Water Rights for conservation purposes, including but not limited to the Conservation Values of the Property, irrigation, agricultural, wildlife habitat, horticultural, wetlands, recreational, forest, or other uses consistent with the protection and restoration of open land, environmental quality, or life-sustaining ecological diversity (the “**Permitted Water Uses**”). The Permitted Water Uses include: (a) *Historical Use.* The Parties agree that Grantor shall have the paramount right to use and enjoy the Water Rights on the Property consistent with historical decreed uses and purposes, including maintaining the agricultural nature and preservation of the Property through continued agricultural practices, irrigation, and/or such other historical uses of the Water Rights. In the event that Grantor can no longer use the Water Rights in accordance with the historical uses, the Water Rights may be used for other Permitted Water Uses, in accordance with this **Section 5.10.1.** (b) *Restoration/Enhancement Use.* Grantor may propose projects on the Property that prevent the degradation of, restore, and/or enhance and improve the quality of the watershed, wildlife habitat, and ecological health of the Property. Such Permitted Uses or Restoration/Enhancement Use may require a change of Water Rights pursuant to C.R.S. § 37-92-302 or any successor statute (a “**Change**”) or water infrastructure construction. Such Change or construction shall be undertaken only after creation of a site-specific plan for the other Permitted Uses and/or Restoration/Enhancement, which has been submitted to and approved by Grantee, which such approval shall not be unreasonably denied. Grantor shall have the right to install, construct, maintain, repair, and, if destroyed, reconstruct any facilities related to the Water Rights (such as gauges, ditches, wells, reservoirs, recharge ponds, etc.).

5.10.2. Temporary Water Agreements. Notwithstanding **Section 5.10.7**, Grantor may enter into temporary legally enforceable water leases, contracts, emergency water loans, or similar agreements (collectively “**temporary water agreements**”), that permit (a)

Water Rights, to be used on other farmland located within the agricultural preservation area identified in the District Plan adopted by the City of Brighton and Adams County, dated April 2016, so long as a substitute source is provided pursuant to **Section 5.10.7**, if necessary, (b) use of the Water Rights as part of an alternative transfer method project (“**ATM Project**”) or similar project, (c) use of the Water Rights for municipal purposes, or (d) Such other temporary uses mutually agreed to by the Parties, provided that in each case: (1) Grantee has given its prior written approval in its reasonable discretion based upon a standard that the long-term Conservation Values of the Property would not be unreasonably jeopardized by allowing water to be used pursuant to such temporary water agreements; (2) such arrangements do not permanently separate the Water Rights from the Property, unless otherwise agreed to under **Section 5.10.7**; and (3) such temporary water agreements comply with then-current Colorado law; and (4) Grantee has provided thirty days’ advance written notice to the Board.

5.10.3. Restrictions on Water Rights. Except as permitted by **Section 5.10.1, Section 5.10.2, and Section 5.10.7**, the Parties agree that Grantor may not: (i) Change the Water Rights to or use the Water Rights for municipal, industrial, commercial, or any other new uses; (ii) Change the Water Rights for use other than on the Property; (iii) sell or lease the Water Rights, or encumber them separately from the Property or otherwise legally separate them from the Property; or (iv) have the points of diversion, or the type or the place of use within or without the Property, changed except after Grantor’s receipt of written determination by Grantee that such changes are consistent with the Permitted Uses or will not materially impair the Conservation Values of the Property. Grantor shall not, without the prior written approval from Grantee, which approval shall not be unreasonably withheld, construct, or permit others to construct, any new diversion, storage, or other water structures upon the Property; develop any conditional water rights for use on the Property; or otherwise undertake any new development of water resources for use on the Property.

5.10.4. Change of Conditions. Grantor expressly waives any claim to use, change or transfer all or any part of the Water Rights, except as set forth in **Section 5.10.7** or otherwise provided for in this Deed, regardless of any future change in circumstances, change in values, or other reasons, based on any theory of reasonable accommodation or other theory that would release any or all of the Water Rights from the provisions of this Deed without Grantee’s and the Board’s express written consent, which can be granted, withheld, or conditioned by each in its sole discretion.

5.10.5. Protection of Water Rights. In order to preserve and protect the Conservation Values of the Property, Grantor shall not abandon or allow the abandonment of any of the Water Rights, by action or inaction. Grantor shall annually report to Grantee the nature and extent of use of the Water Rights during the prior year, which report need not be in writing, and shall provide to Grantee copies of any reports Grantor submitted to the State or Division Engineer or Water Commissioner. Grantor shall provide Grantee a copy of any written notice received by Grantor from any state water official concerning the use, or possible abandonment, of the Water Rights. Grantor shall comply with the terms of the Petition for Class D Irrigation Water Allotment Contract (Contract No.1183) recorded July 13, 2017 under Reception No. 2017000059909 and the Petition for Class D Irrigation Water Allotment Contract (Contract No. 1184) recorded July 13, 2017 under Reception No. 2017000059910 of the records of the Adams County Clerk and Recorder or any assignments or reissuance thereof (the “**Water Contracts**”) to ensure that the Water Rights subject to the Water Contracts are maintained for use on the Property. If such Water Rights appear on the decennial abandonment list as provided by C.R.S. § 37-92-401 or any successor statute, or Grantee determines that any of the Water Rights are otherwise subject to a threat of abandonment, Grantee shall give Grantor written notice of such abandonment or threat of abandonment and shall meet with Grantor to discuss the matter. If, and only if, Grantor fails to cure or commence to cure the threat of abandonment within 90 days of receiving such notice from Grantee, Grantee shall, in addition to any other remedies available to Grantee under this Deed or law, have the right to (1) enter the Property and undertake any and all actions reasonably necessary to continue the historical use of the Water Rights, if desired by Grantee; and (2) seek removal of the Water Rights from the decennial abandonment list. If the Water Rights remain subject to abandonment, Grantee may, after consultation with Grantor, seek to Change the Water Rights to another Permitted Water Use. Grantor agrees to reasonably cooperate in good faith to assist Grantee in filing for and obtaining any administrative or judicial approvals required to effectuate such changes. Grantor shall reimburse Grantee for any and all reasonable costs associated with Grantee’s efforts to cure or commence to cure the threat of abandonment, including exercising Grantee’s rights specified in this Section 5.10.5.

5.10.6. Recording Encumbrance on Stock Certificates. The Water Rights include shares in a ditch company. Grantor shall promptly submit the related stock certificate(s) to the 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 the City of Brighton, Colorado to the Board of County Commissioners of Adams County, Colorado, recorded in the Real Property Records of Adams County, Colorado, on \_\_\_\_\_, 2017 at Reception No. \_\_\_\_\_.” Grantor shall promptly provide a copy of the reissued stock certificate(s) to Grantee and the Board. In the event that a substitute source of water pursuant to **Section 5.10.7** replaces all or any portion of the Water Rights made up of shares of stock, or any portion of the Water Rights made up of shares of stock is permanently transferred from the Property in accordance with **Section 5.10.7**, Grantor shall provide notice of the substitute source or removal to the ditch company, the encumbrance on all or a portion of the shares shall be removed from the stock certificate(s), and new stock certificates shall be reissued to Grantor accordingly; Grantor shall promptly provide copies of any new certificates to Grantee and the Board. Grantor shall pay any fees imposed by the ditch company to reissue stock certificates to the Grantor in order to accommodate the use of a substitute source of water under Section 5.10.7 and remove any encumbrance on the stock certificate for the Water Rights.

- 5.10.7. Substitute Source of Water/Transfer of Excess Water. Nothing in this Deed shall prohibit Grantor from temporarily or permanently replacing all or any portion of the Water Rights with a substitute source (“**Substitute Source**”), so long as: (a) the amount, timing, quality, and Permitted Uses of the Substitute Source are the same or better than the Water Right being replaced, (b) such use of the Substitute Source on the Property is permitted under Colorado law, and (c) such Substitute Source does not unreasonably diminish or impair the Conservation Values of the Property. Additionally, Grantor may demonstrate to Grantee at any time, through a report prepared and certified by an engineer or other qualified expert, that portions of the Water Rights on the Property are no longer necessary to maintain the historically decreed uses and purposes on the Property, including the agricultural nature of the Property, or to maintain the Conservation Values, and, as a result, excess water exists from the Water Rights (“**Excess Water**”). Upon such determination, and with the prior written consent of Grantee, which shall be given if Grantee determines that the Conservation Values will not be unreasonably diminished or impaired, Grantor may lease, transfer and/or otherwise permanently transfer such Excess Water from the Property. So long as Grantor provides a Substitute Source for use on the Property or transfers any Excess Water in accordance with this **Section 5.10.7**, Grantor shall not be in violation and/or breach of any of the aforementioned terms and conditions set forth in

**Section 5.10.** Any permanent substitution of all or any portion of the Water Rights or transfer of any Excess Water is an Amendment to this Deed and subject to the terms and conditions set forth in **Section 26.12.**

- 5.11. Motorized Vehicles. Motorized vehicles may be used on the Property only in conjunction with activities permitted by this Easement (including access to permitted structures on designated roads and driveways, property maintenance, farming activities, management and public safety), and only in a manner that does not substantially diminish or impair the Conservation Values. Off road vehicle courses for snowmobiles, all-terrain vehicles, motorcycles, or other motorized vehicles are prohibited.
- 5.12. Commercial or Industrial Activity. No industrial uses shall be allowed on the Property. Commercial uses are allowed, as long as they are incidental and/or related to agricultural uses and conducted in a manner that is consistent with § 170(h) of the United States Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted pursuant thereto, are consistent with the Purpose of the 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:
- 5.12.1. Producing, processing or selling plants, animals, or other farm or ranch products that are predominantly grown or raised outdoors on the Property, including forages, sod crops, grains, feed crops, field crops, berries, herbs, flowers, seeds, grasses, nursery stock, fruits, vegetables, trees, and other similar uses and activities; and,
- 5.12.2. Breeding and grazing livestock, such as cattle, horses, sheep, swine, and similar animals.
- 5.12.3. The foregoing descriptions of allowed commercial uses notwithstanding, commercial feed lots and other intensive growth livestock farms, such as dairy, swine, or poultry farms, are inconsistent with the Purpose of this Easement and are prohibited. For purposes of this Easement, "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 commercial business of the reception and feeding of livestock.
- 5.13. Signs or Billboards. No commercial signs, billboards, awnings, or advertisements shall be displayed or placed on the Property, except for appropriate and customary "no trespassing" signs and signs informing the

public of the status of ownership and the farming and/or nursery operations on the Property. No signs shall significantly diminish or impair the Conservation Values of the Property. Grantee shall erect one or more signs visible from the nearest public roadway, or from an alternative location approved by the Board, identifying the Board's Grant and investment in this Property to the public.

- 5.14. Utilities. Grantor shall have the right to repair, maintain, replace, and improve telephone, cable, electric, gas, water, sewer, and non-commercial satellite dishes and other utilities and the right to bring any such utilities to existing or permitted structures. Such utilities shall be installed underground to the extent practicable.
- 5.15. Minimize Impact on Conservation Values. Any work permitted by this **Section 5** shall be performed in such a way as to minimize any negative impact such work may have on the Conservation Values of the Property.
6. Land Management / Management Plan. To facilitate periodic communication between Grantor and Grantee about management issues that may impact the Conservation Values, the Property shall be operated and managed in accordance with a "**Management Plan**" jointly prepared and agreed upon by Grantor and Grantee within one year of the Effective Date. The Parties shall review the Management Plan at least every five years and update it if either Party determines an update is necessary. Grantee will provide the Management Plan and updates to the Board.
7. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing at least thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.
8. Grantee's Approval. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon a written determination being issued by Grantee, and delivered to Grantor and the Board, that the action as proposed would substantially diminish or impair the Conservation Values or would be inconsistent with the Purpose or the express terms of this Easement. Grantee's determination may contain written recommendations or reasonable conditions pursuant to which Grantee's approval may be granted.

9. Enforcement. If Grantee claims a violation of this Easement, then Grantee shall immediately notify Grantor and the Board in writing of the nature 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 any dispute. If a resolution of any dispute cannot be achieved at the meeting, both Parties agree to meet with a mutually acceptable mediator to attempt to resolve the dispute. The Board shall in no event be required to participate in any mediation. 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, either Party may, at its discretion, take appropriate legal action. 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.
10. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, 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 Grantor prevails in any action to enforce or defend the terms of this Easement, then Grantor's costs of suit or defense, including, without limitation, reasonable attorneys' fees, shall be borne by Grantee.
11. Grantee's Discretion. Enforcement of the terms of this Easement imposed for Grantee's benefit 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 Grantor 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.
12. 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, or 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. Notwithstanding the foregoing, Grantor shall be responsible for preventing activities by third parties on or affecting the Property that may violate the terms of

this Easement.

13. Access. As provided in **Section 4**, above, the Grantor may permit the public to have limited access to the Property, at such times and in such manner as Grantor may reasonably prescribe by regulation, provided that the Conservation Values of the Property are not impaired by such limited public access.
14. Costs and Liabilities. Grantor retains 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 that would have priority over the terms of this Easement.
15. Taxes. Grantor shall pay before delinquency any 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. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon thirty (30) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate.
16. Hold Harmless. To the extent permitted by Colorado law, Grantor shall hold harmless, indemnify, and defend Grantee and the Board and the directors, officers, members, employees, agents, and contractors and the successors, heirs, representatives, 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 attorneys' 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 **Sections 9 and 10** 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 Easement shall be construed as giving rise to any right or ability in Grantee or the Board, nor shall Grantee or the Board 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.

17. Real Property Interest. This Easement constitutes a real property interest immediately vested in Grantee, the value of which has not been determined as of this date. Should the easement be taken for the public use or otherwise terminated according to **Section 18** below, Grantee shall be entitled to compensation for its interest, which shall be determined by a qualified appraisal that establishes the ratio of the value of the Easement interest to the value of the fee simple interest in the Property as of the date of the taking or termination (the “**Easement Value Ratio**”). The Easement Value Ratio shall be used to determine the Grantee’s compensation according to the following **Section 18**.
18. Condemnation or Other Extinguishment. If this Easement is taken, in whole or in part, by exercise of the power of eminent domain (“**Condemnation**”), or if circumstances arise in the future that render the Purpose impossible to accomplish, this Easement can only be terminated, whether in whole or in part, by judicial proceedings in Adams County, Colorado. Each Party shall promptly notify the other Party and the Board in writing when it first learns of such circumstances. Grantee shall be entitled to full compensation for its interest in any portion of this Easement that is terminated as a result of Condemnation or other proceedings, or as a result of inclusion of a portion of the Property in the right of way for Sable Boulevard or 144<sup>th</sup> or 148<sup>th</sup> Avenues. Grantee’s proceeds shall be an amount at least equal to the Easement Value Ratio multiplied by the value of the unencumbered fee simple interest (excluding the value of any improvements) in the portion of the Property that will no longer be encumbered by this Deed as a result of Condemnation or termination. Grantor shall not voluntarily accept proceeds equal to less than the full fair market value of the affected Property unrestricted by this Deed without the approval of Grantee and the Board. The Board shall be entitled to receive fourteen and 8/10s percent (14.8%) of Grantee’s share of the proceeds. Upon Grantee’s receipt of its share of the proceeds, Grantee shall promptly remit to the Board its respective share of these proceeds. Grantee shall use its proceeds in a manner consistent with the conservation purposes of this Deed. Grantee’s remedies described in this **Section 18** shall be cumulative and shall be in addition to any and all remedies now or hereafter existing at law or in equity, including the right to recover any damages for loss of Conservation Values as described in C.R.S. § 38-30.5-108.
19. Assignment.
- 19.1. Grantee’s interest in this Easement is transferable, but Grantee may assign its rights and obligations under this Easement only with advance written notice to Grantor and the Board, and then only to an organization that:
- 19.1.1. is a qualified organization at the time of transfer under I.R.C. § Section 170(h) as amended (or any successor provision then applicable) and the applicable regulations promulgated thereunder;

- 19.1.2. is authorized to acquire and hold conservation easements under Colorado law;
- 19.1.3. agrees in writing to assume the responsibilities imposed on Grantee by this Deed; and
- 19.1.4. is approved in writing as a transferee by the Board in its sole and absolute discretion. Grantee shall provide the Board (with a copy to the Grantor) with a written request to assign the Deed at least 45 days prior to the date proposed for the assignment transaction.
- 19.2. The Board shall have the right to require Grantee to assign its rights and obligations under this Deed to a different organization if Grantee ceases to exist; is unwilling, unable, or unqualified to enforce the terms and provisions of this Deed; or is unwilling or unable to effectively monitor the Property for compliance with this Deed at least once every calendar year. Prior to any assignment under this **Section 19.2**, the Board shall consult with Grantee and provide Grantee an opportunity to address the Board's concerns. If the Board's concerns are not addressed to the satisfaction, the Board may require that Grantee assign this Deed to an organization designated by the Board that complies with **Section 19.1.1, 19.1.2 and 19.1.3** above.
- 19.3. If Grantee desires to transfer this Deed to a qualified organization having similar purposes as Grantee, but Grantor or the Board have refused to approve the transfer, Grantee may seek an order by a court with jurisdiction to transfer this Deed to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Deed, provided that Grantor, and the Board shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter.
- 19.4. Upon compliance with the applicable portions of this **Section 19**, the Parties shall record an instrument completing the assignment in the property records of the county or counties in which the Property is located and provide a copy of the recorded assignment to the Board. Assignment of the Deed shall not be construed as affecting the Deed's perpetual duration and shall not affect the Deed's priority against any intervening liens, mortgages, easements, or other encumbrances.
20. Subsequent transfers. Grantor shall incorporate by reference the terms and conditions of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property. Grantor further agrees to give written notice to Grantee and the Board of the transfer of any

interest at least forty-five (45) days prior to the date of such transfer and may be required to pay the Board an Additional Board Refund under **Section 21** below. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

21. Additional Board Refund. The Board's Grant has provided partial consideration for Grantor's acquisition of fee title to the Property, associated Water Rights, and/or partial real estate interest in the Property above and beyond this Deed; therefore, any voluntary sale, conveyance, transfer, or other disposal of all or any portion of Grantor's interest in the Property or associated Water Rights, except as permitted under **Section 5.10.7**, ("**Sale**"), excluding any lease of the Property or the Water Rights to a third party in the ordinary course of using the Property for permitted purposes, shall constitute a material change to the Grant that shall require prior written Board approval and may require a separate refund to the Board of an amount to compensate the Board for use of the Board's Grant, plus administrative costs (the "**Additional Board Refund**"), in addition to any payment that the Board may be entitled to receive under **Section 18** above. In the event of any condemnation of the fee title, the requirements of this section shall continue to apply with the exception of the need for prior written Board approval.
  - 21.1. Amount. The amount of the Additional Board Refund shall be based upon a percentage of Grantor's net proceeds from the Sale or condemnation of the fee title (which shall be defined as the fair market value of the property being sold in the Sale or condemnation of the fee title, minus direct transaction costs) ("**Net Proceeds**"). The Additional Board Refund shall be determined by: a) first dividing the Board's Grant amount by the original purchase price for fee title to the Property; b) then by multiplying the resulting ratio by the Net Proceeds; and c) adding interest figured from the Grant payment date at the Prime Rate listed by the Federal Reserve Bank of Kansas City, Missouri that is most current on the effective date of the Sale or condemnation of the fee title. The Board may, in its sole discretion, waive the requirement for payment of interest or reduce the amount of interest due at the time of the Sale or condemnation of the fee title. The Additional Board Refund shall be paid to the Board in cash or certified funds on or before the effective date of the Sale or condemnation of the fee title.
  - 21.2. Possible Exception to Refund Requirement. If a Sale or condemnation of the fee title occurs to a third party that is eligible to receive open space funding from the Board, and the Board has provided written confirmation of the third party's eligibility, Grantor shall not be required to pay the Board an Additional Board Refund, unless the Board determines in its sole discretion that one or more aspects of the Grant have changed that reduce the Grant project's scope from that of the original Grant as approved by the Board.



22. Notices. Any notice, demand, request, consent, approval, or communication that either Party or the Board 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: City of Brighton  
500 South 4<sup>th</sup> Avenue  
Brighton, Colorado 80601

To Grantee: Adams County  
Director of Parks and Open Space  
9755 Henderson Road  
Brighton, CO 80601

To the Board: Executive Director  
State Board of the Great Outdoors Colorado Trust Fund  
1900 Grant Street, Suite 725  
Denver, CO 80203

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

23. Grantor's Title Warranty. Grantor warrants that Grantor has insurable title to the Property and hereby promises to defend the same against all claims from persons claiming by, through, or under Grantor.
24. 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 shall be subject to and subordinate to this Easement.
25. Recording. Grantee shall record this instrument in a 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.
26. General Provisions.
- 26.1. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado, and venue for any dispute shall be in Adams County, Colorado.
- 26.2. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement 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.

- 26.3. 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.
- 26.4. 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.
- 26.5. No Forfeiture. Nothing contained herein is intended to result in a forfeiture or reversion of Grantor's title in any respect.
- 26.6. Joint Obligation. If more than one owner owns a Parcel at any time, the obligations imposed by this Easement shall be joint and several upon each of the owners of such Parcel.
- 26.7. Non-Merger. A merger of this Deed and the fee title to the Property cannot occur by operation of law because, in addition to Grantee's rights and interest under this Deed, the Board has rights under this Deed. Under Colorado law, the existence of these rights precludes unity of title. If the Grantee wishes to acquire fee title to the Property or any additional interest in the Property (such as a leasehold), Grantee must first obtain the written approval of the Board. As a condition of such approval, the Board may require that Grantee first transfer the Deed to another qualified organization consistent with **Section 19** above. In the event Grantee acquires fee title interest or any other interest in the Property without Grantee's prior knowledge (e.g. receiving real property by will), Grantee must immediately provide notice of its acquisition to the Board, and the Board may require that Grantee transfer this Deed to another qualified organization consistent with **Section 19** above.
- 26.8. 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.
- 26.9. Termination of Rights and Obligations. Provided a transfer is permitted by this Easement, 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.

- 26.10. 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.
- 26.11. No Third Party Beneficiaries. This Easement is entered into by and between Grantor and Grantee, and is solely for the benefit of Grantor, Grantee and the Board, and their respective successors and assigns for the purposes set forth herein, and does not create rights or responsibilities in any third parties beyond Grantor, Grantee and the Board.
- 26.12. Amendment. If circumstances arise under which an amendment to or modification of this Deed or any of its exhibits would be appropriate, Grantor and Grantee may jointly amend this Deed so long as the amendment (i) is consistent with the Conservation Values and Purpose of this Deed (ii) does not affect the perpetual duration of the restrictions contained in this Deed, (iii) does not affect the qualifications of this Deed under any applicable laws, (iv) complies with Grantee's and the Board's procedures and standards for amendments (as such procedures and standards may be amended from time to time), and (v) receives the Board's prior written approval. Any amendment must be in writing, signed by the Parties, and recorded in the records of the Clerk and Recorder of the county or counties in which the Property is located. A copy of the recorded amendment shall be provided to the Board. In order to preserve the Deed's priority, the Board may require that Grantee obtain subordinations of any liens, mortgages, easements, or other encumbrances, and the Board may require a new title policy. For the purposes of the Board's approval under item (v) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Deed. Nothing in this paragraph shall be construed as requiring Grantee or the Board to agree to any particular proposed amendment.
- 26.13. Change of Conditions or Circumstances. A change in the potential economic value of any use that is prohibited by or inconsistent with this Deed, or a change in any current or future uses of neighboring properties, shall not constitute a change in conditions or circumstances that make it impossible for continued use of the Property, or any portion thereof, for conservation purposes and shall not constitute grounds for terminating the Deed in whole or in part. In conveying this Deed, the Parties have considered the possibility that uses prohibited or restricted by the terms of this Deed may become more economically valuable than permitted uses, and that neighboring or nearby properties may in the future be put entirely to such prohibited or restricted uses. It is the intent of Grantor, Grantee and the Board that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Deed, in whole or in

part. In addition, the inability of Grantor, or Grantor's heirs, successors, or assigns, to conduct or implement any or all of the uses permitted under the terms of this Deed, or the unprofitability of doing so, shall not impair the validity of this Deed or be considered grounds for its termination or extinguishment, in whole or in part.

- 26.14. Termination of the Board. In the event that Article XXVII of the Colorado Constitution, which established the Board, is amended or repealed to terminate the Board or merge the Board into another entity, the rights and obligations of the Board under this Deed shall be assigned to and assumed by such other entity as provided by law, but in the absence of such direction, by the Colorado Department of Natural Resources or its successor.
- 26.15. Authority to Execute. Each party represents to the other that such party has full power and authority to execute, deliver, and perform this Easement, that the individual executing this Easement on behalf of said party is fully empowered and authorized to do so, and that this Easement constitutes a valid and legally binding obligation of said party enforceable against said party in accordance with its terms.
- 26.16. Grantor Waiver of Defenses. To the extent permitted by Colorado law Grantor, for itself and its successors and assigns, hereby waives any defense of laches, estoppel, or prescription, including the one year statute of limitations for commencing an action to enforce the terms of a building restriction or to compel the removal of any building or improvement because of the violation of the same under C.R.S. § 38-41-119, *et seq.* In the event of any subsequent transfer or conveyance of the Property, or any part, to a third party grantee(s), Grantor covenants that it shall place in any such conveyance instrument, a written covenant that the grantee(s) of such conveyance shall waive any defense of laches, estoppel, or prescription in enforcing this Easement.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have executed this Deed of Conservation Easement on the day and year first written above.

Grantor:

**CITY OF BRIGHTON, COLORADO**, a Colorado home rule municipality

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ATTEST:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

Grantee:

BOARD OF COUNTY COMMISSIONERS OF ADAMS COUNTY, COLORADO a  
political subdivision of the state of Colorado

---

Chair

Date

ATTEST:

STAN MARTIN,  
CLERK AND RECORDER

Approved as to form:

---

Adams County Attorney's Office

**EXHIBIT A**  
**DESCRIPTION OF PARCEL**

Parcel 1, Anderson/Hattendorf – Exemption from Subdivision, according to the plat thereof recorded on February 24, 2017 at Reception No. 2017000017238, County of Adams, State of Colorado.

**Exhibit B**  
**Map of Property**





**Exhibit B-1**  
Description of Building Areas

Longitude and Latitude measured in degrees

**Residential Building Area**

<u>Corner</u>	<u>Latitude</u>	<u>Longitude</u>	
NE	39.96183458	-104.81839478	
NW	39.9618741	-104.82003808	
SW	39.96145631	-104.82005104	
SE	39.96144397	-104.81839746	
		TOTAL AREA	1.56 acres

**Farm Labor Building Area**

<u>Corner</u>	<u>Latitude</u>	<u>Longitude</u>	
NE	39.95829433	-104.82698321	
NW	39.95834676	-104.82749149	
SW	39.95793108	-104.82775543	
SE	39.957939	-104.82702631	
		TOTAL AREA	0.57 acres

**Exhibit C**  
Description of Water Rights

1. Seventy and Eight-Tenths (70.8) shares of capital stock in the Fulton Irrigation Ditch Company represented by Stock Certificate No. 4093, issued on April 14, 2017 to The Conservation Fund, a Maryland non-profit corporation.
2. Any and all water rights for and associated with Well Permit No. 1902-R, (a/k/a Well No. 1-1920), decreed in Case No. W-478, District Court, Water Division No. 1 dated November 3, 1971.
3. Any and all water rights for and associated with Well Permit No. 1905-R (a/k/a Well No. 4-1905), decreed in Case No. W-479, District Court, Water Division No. 1 dated November 3, 1971.
4. Any and all water rights for and associated with Well Permit No. 17941, issued November 6, 1963.
5. Any and all water rights for and associated with Well Permit No. 249996-A, issued May 6, 2003.
6. Any and all Substitute Sources permitted in accordance with Section 5.10.7 of the Deed of Conservation Easement in Gross.

**Exhibit D**  
Acknowledgment of Baseline Report

Grantor and Grantee acknowledge that each has read the Baseline Documentation Report for the 63.688 acre, more or less, Anderson/Hattendorf/Sable Farmland Property dated July 25, 2017, and that the report accurately reflects the condition of the Property subject to the Easement as of the date of conveyance of the Easement.

GRANTOR

GRANTEE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ASSIGNMENT OF RIGHTS TO PROHIBIT SURFACE USE**  
**UNDER OIL AND GAS LEASE**

(Sable Farmland)

THIS ASSIGNMENT is given by **THE CONSERVATION FUND**, a Maryland non-profit corporation (“**Assignor**”), 1655 North Fort Myer Drive, Suite 1300, Arlington, VA 22209-3199 Attention: General Counsel, to (1) the **CITY OF BRIGHTON, COLORADO**, a Colorado home rule municipality, the address of which is 22 South 4<sup>th</sup> Avenue, Brighton, Colorado 80601, as grantee of the Property described below, and (2) the **BOARD OF COUNTY COMMISSIONERS OF ADAMS COUNTY, COLORADO**, a political subdivision of the state of Colorado, having its address at 4430 South Adams County Parkway, Brighton, CO 80601, as holder of a deed of conservation easement encumbering the Property described below, and to the successors and assigns of each forever (together, the “**Assignee**”), for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged. Assignor hereby assigns to Assignee, all of Assignor’s right, title and interest in the following:

Assignment of Rights to Prohibit Surface Use under Oil and Gas Lease from Anne E. Anderson, Jerry D. Anderson and Robert H. Hattendorf to The Conservation Fund, a Maryland nonprofit corporation, and to its successors and assigns forever, recorded March 17, 2017 under Reception No. 2017000023700,

which pertains to the following described property (“**Property**”):

Parcel 1, Anderson/Hattendorf – Exemption from Subdivision, according to the plat thereof recorded on February 24, 2017 at Reception No. 2017000017238, County of Adams, State of Colorado.

IN WITNESS WHEREOF, this instrument was executed this \_\_\_\_ day of October, 2017.



**ASSIGNEE:**

CITY OF BRIGHTON, COLORADO, a Colorado home rule municipality

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ATTEST:     Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

**ASSIGNEE:**

BOARD OF COUNTY COMMISSIONERS OF ADAMS COUNTY, COLORADO a political subdivision of the state of Colorado

---

Chair

Date

**ATTEST:**

STAN MARTIN,  
CLERK AND RECORDER Approved as to form:

---

Adams County Attorney's Office

**SABLE FARMLAND**  
**CONSERVATION EASEMENT**  
**BASELINE REPORT**



*Adams County, Colorado*



**SABLE FARMLAND CONSERVATION EASEMENT**

**BASELINE REPORT**

July 25, 2017



*Adams County, Colorado*

Prepared for:

*City of Brighton  
22 S. 4th Ave.  
Brighton, CO 80601*

Prepared by:

*David H. Hallock  
Earthwork Conservation Planning LLC  
2478 Eldora Road  
Nederland, CO 80466  
eldoradh@rmi.net*

**OWNER ACKNOWLEDGEMENT STATEMENT**

**Sable Farmland Conservation Easement**

**Grantor:** City of Brighton  
22 South 4th Avenue  
Brighton, CO 80601

**Grantee:** Board of County Commissioners of Adams County, Colorado  
4430 South Adams County Parkway  
Brighton, CO 80601

**Property Location and Description:**

The Sable Farmland Conservation Easement Property is approximately 63.688 acres in size and is located within the southwest 1/4 of Section 18, Township 1 South, Range 66 West, all of the Sixth Principal Meridian, County of Adams. The Property is located in the northeast quadrant of the greater Denver metropolitan area just south of the core of the City of Brighton,

The Conservation Values include natural, scenic, open space, and agricultural values. In particular, the Property is located in a key area of farmland along Sable Boulevard and East 144th Avenue. These rich farming soils on the Property are very important to the City of Brighton and to Adams County and are threatened by rapid conversion to urban land uses. In addition, the Property comprises a visual corridor of undeveloped farmland at the south entrance to the urban setting of the City of Brighton. Residents within the region, and within Adams County and Brighton, will benefit from the protection of this Property as agricultural open space.

In compliance with Section 1.170-14(g)(5)(i)(D) of the Federal Tax Regulations this baseline inventory report is an accurate representation of the property at the time of the grant of conservation easement.

Grantor \_\_\_\_\_  
City of Brighton Date

Grantee \_\_\_\_\_  
Adams County Date

**SABLE FARMLAND CONSERVATION EASEMENT  
BASELINE REPORT**

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# SABLE FARMLAND CONSERVATION EASEMENT

## BASELINE REPORT

### 1.0 PURPOSE OF THE BASELINE REPORT

#### **1.1 Introduction**

This document is an environmental and historical use baseline report that establishes the existing condition of the Sable Farmland Conservation Easement Property (the "Property"). The City of Brighton (Grantor) intends to grant a conservation easement, collectively referred to herein as the "Conservation Easement", to the Board of County Commissioners of Adams County (Grantee). The Property is approximately 63.688 acres in size.

Unless specifically described otherwise, the Sable Farmland Conservation Easement Property is the subject property of this report. Other parcels are referenced herein as 1) adjacent properties, 2) with respect to the management and land conservation context of the Property, and/or 3) as providing access to the subject Property.

All references herein to the "Deed of Conservation Easement" refer to the draft Deed of Conservation Easement dated July 26, 2017, a copy of which is located in Appendix 1 attached to this report. All references herein to the Deed of Conservation Easement are for reference purposes only, and in the case of all legal interpretations, the language of the final signed and recorded Deed of Conservation Easement is primary, and governs any interpretations, deliberate or accidental, made in this baseline report.

#### **1.2 Conservation Values**

The purpose of the Conservation Easement is to preserve and protect the specific Conservation Values of the Property. Accordingly, this report is essential in order to:

1. Establish the characteristics, current use, historical management and status of improvements on the Property.
2. Provide evidence of Conservation Values.
3. Comply with Internal Revenue Service regulations for charitable gifts.
4. Comply with the standards and practices issued by the Land Trust Alliance (Land Trust Alliance 2004, Bates and Van Ryn 2006, Bouplon and Lind 2008) and the due diligence guidelines of Colorado Coalition of Land Trusts (CCLT 2016).
5. Establish a baseline condition in order to assure that any future changes in the use of the Property will be consistent with the terms of the Conservation Easement.
6. Contribute to the organizational effectiveness and efficiency of the Grantee during its future monitoring visits.

The public interest Conservation Values to be protected by the Conservation Easement, are:

1. The Property possesses natural, scenic, open space, agricultural and/or recreational values (collectively, “**Conservation Values**”) of great importance to Grantor and the people of Adams County. In particular, the Property is located in a key area of farmland along Sable Boulevard and East 144<sup>th</sup> Avenue. These rich farming soils on the Property are very important to the City of Brighton and to Adams County and are threatened by rapid conversion to commercial, residential, and industrial development. In addition, the Property comprises a visual corridor of undeveloped farmland at the south entrance to the urban setting of the City of Brighton. Residents within the region, and within Adams County and Brighton will benefit from the protection of this property as agricultural open space. Preserving the Property’s agricultural heritage allows potential for agritourism and education in the greater Brighton area.
2. The Property provides agricultural production and protects open space, agricultural lands, and floodplain areas as recommended by the District Plan, which was adopted by Adams County and the City of Brighton in 2016.
3. Grantor intends that the Conservation Values of the Property be preserved and protected, and that any uses be prohibited that would substantially diminish or impair the Conservation Values or that otherwise would be inconsistent with the purposes of this Easement.
4. The conservation purposes of this Easement are recognized by, and the grant of this Easement will serve, the clearly delineated governmental conservation policies listed below which are in effect as of the date of this Easement:
  - a. The Colorado Department of Agriculture statutes, Colorado Revised Statutes Sec. 35-1-101, *et seq.*, which provide in part that “it is the declared policy of the State of Colorado to conserve, protect, and encourage the development and improvement of its agricultural land for the production of food and other agricultural products.”
  - b. Colorado Revised Statutes Sec. 38-30.5-101, *et seq.*, providing 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.”
  - c. The Colorado Wildlife and Parks and Outdoor Recreation statutes, Colorado Revised Statutes Sec. 33-1-101, *et seq.*, which provide 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.”
  - d. 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 matter of substantial state interest.

e. The Western Governors’ Association Policy Resolution 08-21 supports “voluntary incentive-based methods for preserving open space, maintaining land and water for agricultural and timber production, wildlife, and other values.”

f. Funding for this project has been provided in part by the Great Outdoors Colorado Trust Fund program. The voters of the State of Colorado by adoption of Article XXVII to the Constitution of the State of Colorado, the legislature of the State of Colorado by adoption of enabling legislation, and the Board, by adopting and administering competitive grants application and rigorous due diligence review processes, have established that it is the policy of the State of Colorado and its people to preserve, protect, enhance and manage the state’s wildlife, park, river, trail and open space heritage, to protect critical wildlife habitats through the acquisition of lands, leases or easements, and to acquire and manage unique open space and natural areas of statewide significance.

g. The District Plan was jointly developed by Adams County, Colorado and the City of Brighton, Colorado as a community-based regional vision for guiding the development of local food production, agri-tourism, conservation and future land use (the “District Plan”). It is recognized in the District Plan that “lands irrigated by the Burlington and Fulton Ditches are some of the oldest, most productive farms in Colorado. Prime, irrigated agricultural land is a finite and irreplaceable resource”. Based upon the research conducted in forming the District Plan, it was concluded that “preserving farmland and developing a local food system are complementary activities, protecting farmland in the District creates an opportunity for millions of dollars in locally sourced food and wages, losing direct contact with this heritage would, in turn, threaten Brighton’s ability to position itself as a destination for agritourism and supporting agriculture provides multiple economic and cultural benefits, and keeps future opportunities open that have not yet been capitalized on such as agritourism”.

## **2.0 BASELINE REPORT METHODOLOGY AND FORMAT**

Report methodology follows the suggested format in Beyers and Ponte (2005) and Bouplon and Lind (2008). This report was compiled and formatted to satisfy the requirements of the Internal Revenue Service (IRS) with respect to charitable contributions as described in Small (1986, 2001). This report is also designed to conform to the Land Trust Alliance’s Standards and Practices (Land Trust Alliance 2004, Bates and Van Ryn 2006, Bouplon and Lind 2008). Methodology follows the due diligence guidelines of Colorado Coalition of Land Trusts (CCLT 2016) for baseline reports. This report is not intended to be an exhaustive and comprehensive inventory. The report is specifically designed to describe those resources that support the public interest Conservation Values of the Conservation Easement, and to describe the existing conditions of the Property with respect to the terms of the Deed of Conservation Easement, including the Reserved Rights and Prohibited and Restricted Uses.



Conservation Values are documented by means of appropriate maps, project plans, aerial and ground photography, natural resource file searches and literature reviews, and site specific narrative descriptions of the relevant natural and cultural resources. Summaries are found in the text of this report, under the appropriate resource section. Detailed supplemental information for specific resources is placed in the appendices as follows:

- Appendix 1: reserved for a copy of the signed and recorded Deed of Conservation Easement. A draft Deed of Conservation Easement is temporarily located in this appendix.
- Appendix 2: Appendix 2A contains a title report for the Property. Appendix 2B contains a survey of the Property.
- Appendix 3: has a color aerial photograph provided by Google Earth.
- Appendix 4: contains a summary of climate data.
- Appendix 5: contains ground photography documentation. Site photographs have been labeled and placed in this appendix, along with a Ground Photography Log describing all Photo Points, and a Photo Point Map recording the location of all Photo Points.
- Appendix 6: Appendix 6A includes a contact list, containing names, addresses, and phone numbers for the Grantor, Grantee, the report preparer, and specialists in the natural resources discussed in this report. Appendix 6B includes information about adjacent property owners.
- Appendix 7: contains soils information from the Natural Resources Conservation Service.
- Appendix 8: Appendix 8A contains a plant list for the Property. Appendix 8B includes state and county weed lists.
- Appendix 9: Appendix 9A contains a potential wildlife list for the Property. Appendix 9B contains Federal, State and Colorado Natural Heritage Program status definitions. Appendix 9C contains information about wildlife species of concern. Appendix 9D contains information from state and regional conservation plans.
- Appendix 10: has a list of the Global Positioning Unit Coordinates, or landmarks, collected during the fieldwork conducted for this report.

Additional Property information was collected by means of an interview conducted with Anne Anderson, who previously owned the Property, on September 6, 2016. Fieldwork took place on the same day. All property condition statements are based upon the fieldwork and interview. Original notes from the field visit and the interview are retained by the report preparer.

Where Photo Points are noted in this report, refer to Appendix 5, Ground Photography. Where GPS Landmarks are noted in this report, refer to Appendix 10, GPS Data.

The maps and figures in this report are not legal surveys and should not be construed as such.

## **3.0 LOCATION AND GENERAL DESCRIPTION OF THE PROPERTY**

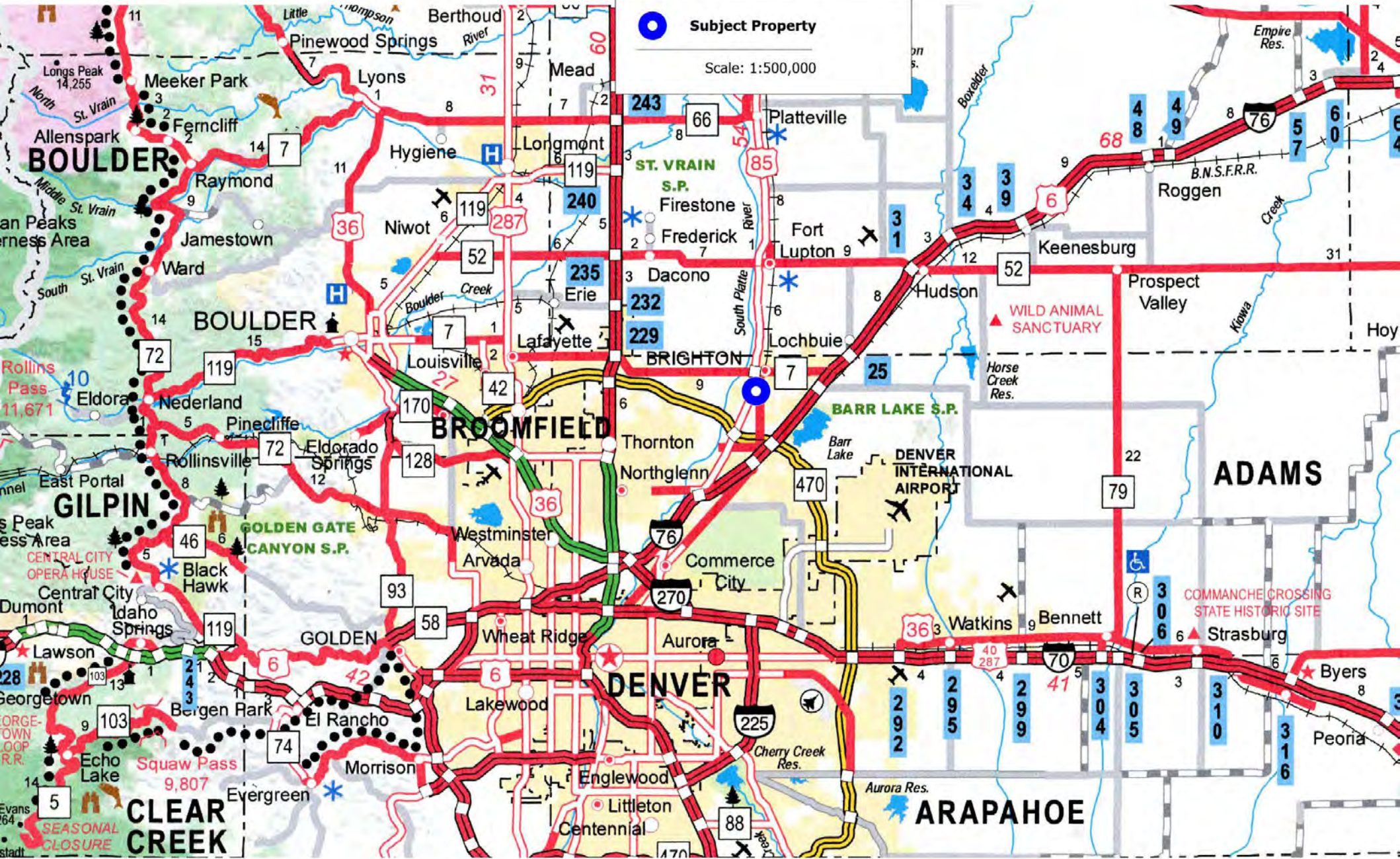
### **3.1 Location/Acreage**

The Property is located in the northeast quadrant of the greater Denver metropolitan area just south of the core of the City of Brighton, the seat of Adams County. The Property is northwest of the intersection of E. 144th Avenue and Sable Boulevard. Figure 1 displays the regional setting of the Property and Figure 2 displays the local setting. Figure 3 is a site plan map of the Property. Appendix 2B contains a survey of the Property by CivilArts.

The Property is located within a portion of the southwest 1/4 of Section 18, Township 1 South, Range 66 West of the Sixth Principal Meridian. A complete legal description of the Property is attached to the Deed of Conservation Easement in Appendix 1. The Property is approximately 63.688 acres in size.



FIGURE 1. REGIONAL SETTING



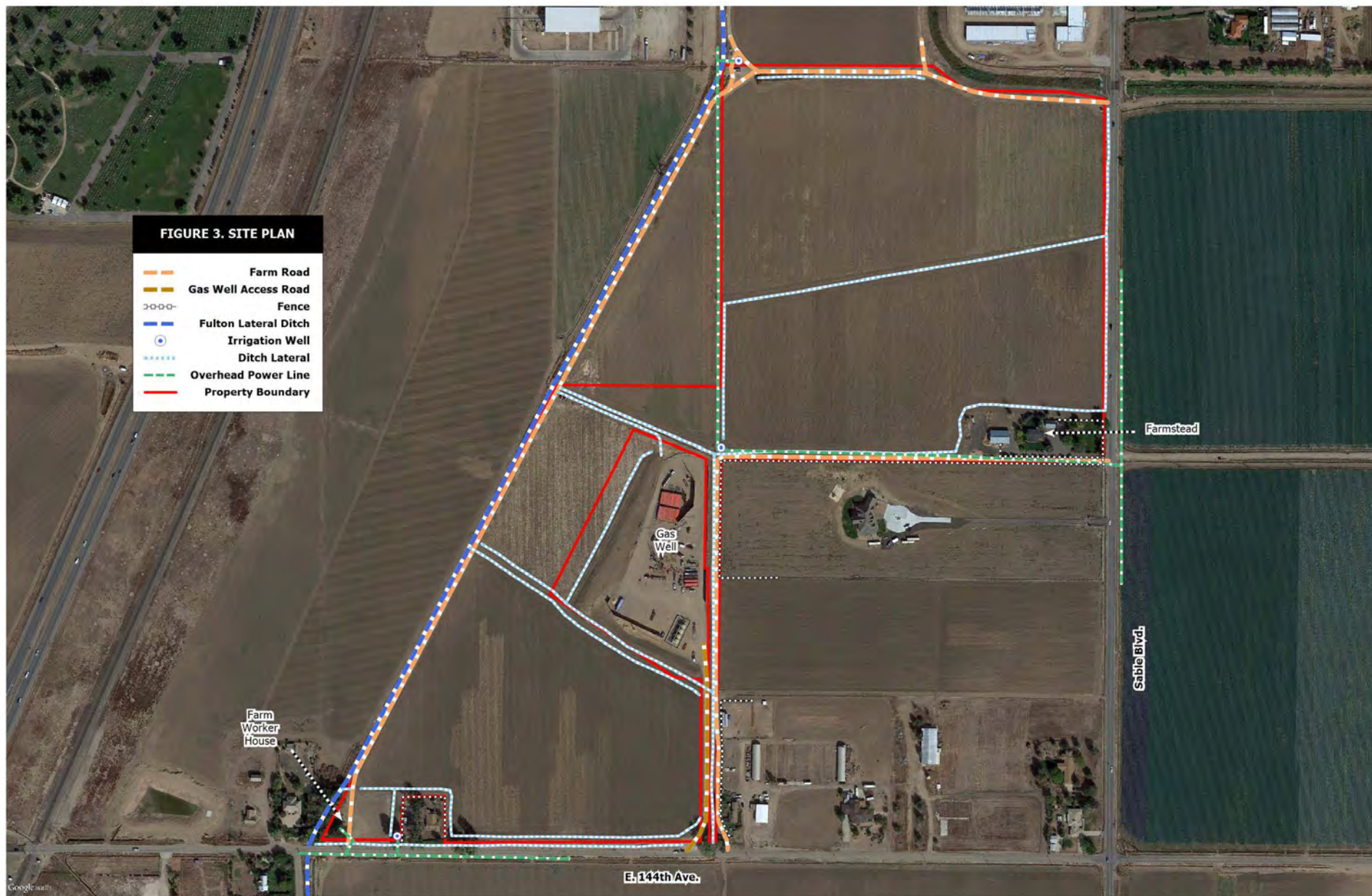
Map Source: Colorado Department of Transportation  
Official State of Colorado Map, January 21, 2016.











### **3.2 Geographic Setting/Surface Features**

The Property is located on the western portion of the Central Shortgrass Prairie ecoregion (Neely *et al.* 2006). This portion of the ecoregion was first converted to farmland almost 150 years ago and is now being converted to urban and suburban land uses as part of the greater Denver metropolitan area and the City of Brighton (Figures 1 and 2). The Property is located within a pocket of remnant agricultural land. It is also situated between the South Platte River (located just over one mile to the west) and Barr Lake State Park (located just over two miles to the east).

The Property consists of flat farmland and has extremely gentle topographic relief, gradually falling from southwest to northeast. The high point of approximately 5,009 feet is found near the southwest portion of the Property. The low point of approximately 5,000 feet is found near the northeast portion of the Property.

The dominant vegetation on the Property is cropland (Photo Points 7, 8, 9, 11, 12, 14, and 18). There are two clusters of homes and other buildings, one being the primary farmstead and the other being farm worker housing, that contain ornamental trees and shrubs along with pasture grasses (Photo Points 1-6, 15, and 16).

Fulton Lateral Ditch runs along the west property line (Figure 3, Photo Point 13B). There is an extensive system of ditch laterals running on the edges of the agricultural fields (Figure 3; Photo Points 7B-D, 11, 14A, and 18).

The Property is primarily agricultural cropland. There are two locations of residences and related outbuildings. The main farmstead is located along Sable Boulevard (Figure 3) and contains a house (Photo Point 4), garage (Photo Point 3), stucco barn (Photo Point 5), and two sheds (Photo Points 2 and 3). A farm worker house is located in the southwest corner of the Property along E. 144th Avenue (Figure 3; Photo Point 15) along with a shed and old outhouse (Photo Point 16). It appears from the survey (Appendix 2B) that the shed and outhouse are located just northwest of the Property. There are three irrigation wells, one of which is located just north of the Property (Figure 3; Photo Points 7A, 13A, and 17). Farm roads run on the perimeter of the Property (Figure 3; Photo Points 1, 7D, and 12C). An overhead power line runs on or adjacent to the perimeter of the northern portion of the Property (Figure 3; Photo Points 1, 7D, and 14C). There is fencing around the farmstead (Figure 3; Photo Point 1). The only other fencing is on adjacent properties (Figure 3; Photo Points 1 and 7D). An access road to the oil and gas well site runs across the Property (Figure 3; Photo Points 9C and 10). Two storm sewer manholes (and a buried pipe) are found along the north property line (Photo Point 13B).

### **3.3 Access**

The Property can be accessed from E. 144th Avenue. and Sable Boulevard.

Off of E. 144th Avenue are three points of access:

- Just east of the farm worker house;
- The oil and gas well site access road;
- Just east of the oil and gas well site access road is a farm road that begins on adjacent private land.

Off of Sable Boulevard. are three points of access:

- A farm road just south of the farmstead;
- An access driveway into the farmstead;

- A farm road at the northeast corner of the Property.

### **3.4 Boundary Description/Adjacent Properties**

Adjacent properties are displayed in Figure 4 and listed below. Refer to Appendix 6B for specific parcel information.

North One parcel owned by City of Brighton for storm drainage (Parcel 1 on Figure 4) and a vacant parcel owned by Adams County that is currently agricultural (Parcel 2). Other lands to the north are commercial/industrial properties in the City of Brighton.

East Sable Boulevard and two agricultural properties (Parcels 11 and 12).

South E. 144th Avenue several rural residential/agricultural properties (Parcels 7-10), and one agricultural property (Parcel 6).

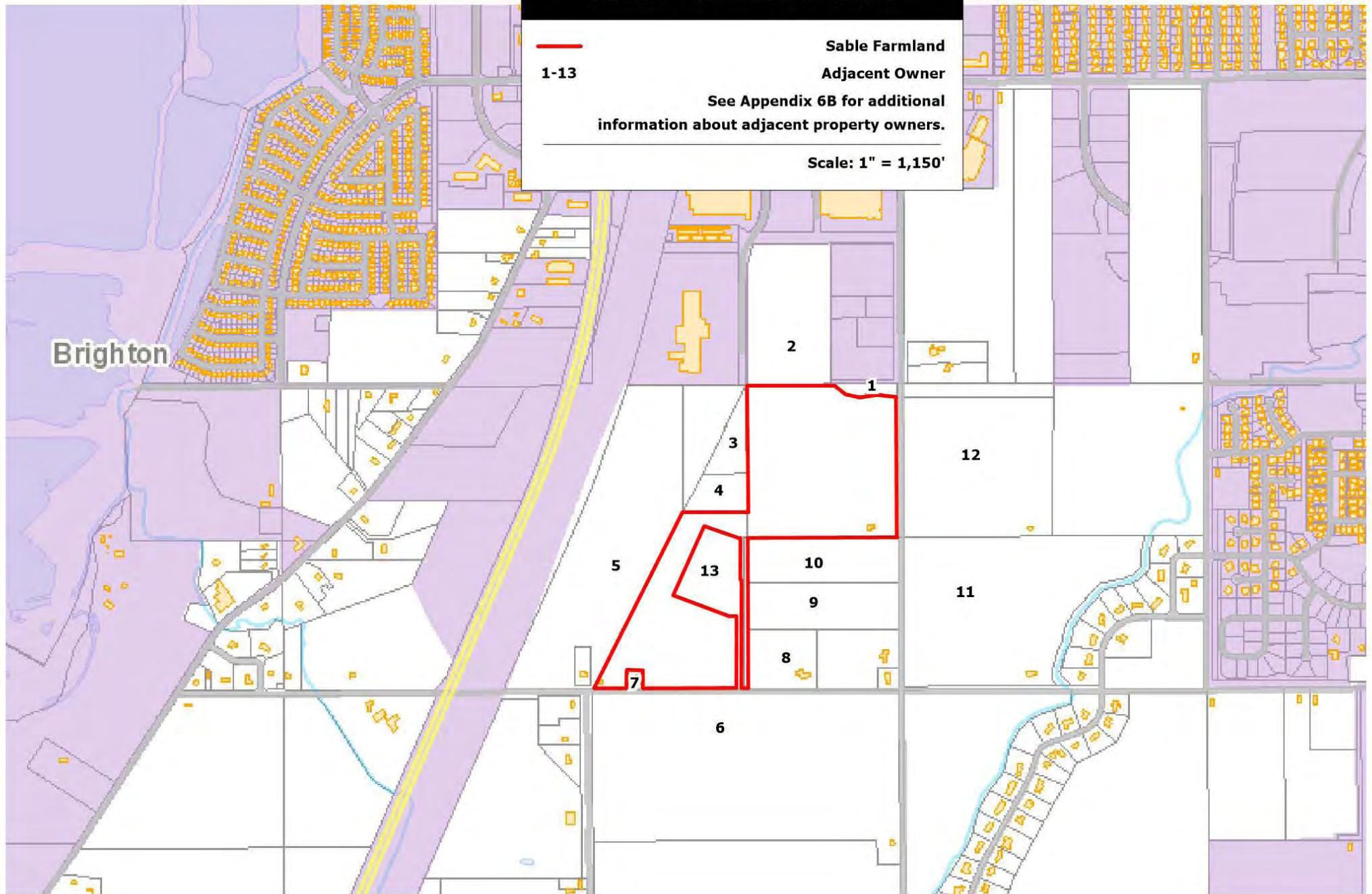
West Fulton Lateral Ditch, two small agricultural properties (Parcels 3 and 4), and one larger agricultural property that is owned by the City of Brighton as an agricultural preserve (Parcel 5).

Within An oil and gas well (Parcel 13).

While urban land uses are in close proximity to the north, the Property lies within an enclave that is agricultural and rural residential to the east, south, and west. Land adjacent to the west is an agricultural preserve owned by the City of Brighton.



**FIGURE 4. ADJACENT PROPERTIES**





### 3.5 Climate

The Central Shortgrass Prairie lies in the rainshadow of the Southern Rocky Mountains (Neely *et al.* 2006). The climate is semi-arid, with cold, dry winters and warm to hot summers. Evaporation usually exceeds precipitation and the total supply of moisture is low. However, great fluctuations in precipitation levels occur from year to year. Extreme events, such as hail and blizzards, are common. Winds in the region are often extreme, reaching up to 100 mph in the winter.

The nearest long term weather station with a climate similar to the Property is at Brighton (Station Brighton 3 SE, Colorado 050950). Selected climate data since 1973 is displayed in Table 1. A summary of historic climate information is found in Appendix 4. Detailed information is available from the Western Regional Climate Center (2016).

**Table 1. Climate Data**

Average Annual Max. Temperature (F)	65.5
Average Annual Min. Temperature (F)	34.9
Average Annual Total Precipitation (in.)	14.03
Average Annual Total SnowFall (in.)	38.9
Average Annual Snow Depth (in.)	6
Warmest Month of the Year	July, followed by August and June
Coldest Month of the Year	January, followed by December and February
Month with the Greatest Precipitation	May, followed by April
Month with the Least Precipitation	February, followed by January and December
Month with the Greatest Snowfall	November, followed by December

## 4.0 GEOLOGY, SOILS AND MINERAL RESOURCES

### 4.1 Introduction

Geology, soils and mineral resources are significant components of the existing condition of the Property. Soils support the agricultural, scenic, and open space conservation values of the Property. Soil management and mineral rights are relevant to the Reserved Rights and Prohibited and Restricted Uses sections of the Deed of Conservation Easement.

### 4.2 Surface Geology

Surface geology mapped by Tweto (1979) includes one mapping unit as described below:

**Table 2. Geologic Mapping Units**

<i>Formation/Type</i>	<i>Map Unit Composition</i>	<i>Location on Property</i>
Eolian Deposits	Dune sand, silt, and loess	All of Property

The Property lies within the Denver Basin, which contains more than 1,200 feet of sedimentary rocks that bow downward in a hidden sag (Chronic and Williams 2002). The center of the Denver Basin is filled with Tertiary sand and gravel, most of it also bowed down by continued sagging in the basin. The uppermost layer, the Denver formation, filled the basin's center and overflowed its edges as downward sagging ended. Its upper surface is cut by the South Platte River, located just over one mile to the west, and its tributaries.

The surface geology of the Property consists of windblown deposits from the Quaternary Age.

### 4.3 Soils

Soils have been mapped and described by the USDA Natural Resources Conservation Service (2016). A soils map, soils map key, and soils descriptions are found in Appendix 7. There are three soil mapping units on the Property as described in Table 3.

**Table 3. Soils**

<i>Soil Type</i>	<i>Vegetation Type and Location</i>
Dacono loam, 0 to 1 percent slopes	Crops. Northern three-quarters of Property.
Nunn clay loam, 0 to 1 percent slopes	Crops. Southern one-quarter of Property.
Nunn loam, 0 to 1 percent slopes	Crops. Southwest corner of Property.

**Dacono loam** is found on terraces and is comprised of alluvium derived from igneous, metamorphic, and sedimentary rock and/or eolian deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Available water to a depth of 60 inches is moderate. Irrigated land capability classification is 3s: soils have severe limitations that restrict the choice of plants or that require special conservation practices, or both - the soil is limited mainly because it is shallow, droughty, or stony.

**Nunn clay loam** is found on terraces on river valleys and is comprised of Pleistocene aged alluvium derived from igneous, metamorphic, and sedimentary rock and/or eolian deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Available water to a depth of 60 inches is high. Irrigated land capability classification is 3e: soils have severe limitations that restrict the choice of plants or that require special conservation practices, or both - the main hazard is the risk of erosion unless close-growing plant cover is maintained.

**Nunn loam** is found on river valleys and terraces and is comprised of alluvium derived from igneous, metamorphic, and sedimentary rock and/or eolian deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained.

Available water to a depth of 60 inches is high. Irrigated land capability classification is 3e: soils have severe limitations that restrict the choice of plants or that require special conservation practices, or both - the main hazard is the risk of erosion unless close-growing plant cover is maintained.

The three soil types are considered to be prime farmland if irrigated. These soil types cover the entire Property (see Appendix 7 and the Soils Map). Protection of prime farmland soils is a land conservation priority in Colorado (USDA Natural Resources Conservation Service 2016) as well as Adams County (Adams County 2012).

Current land uses on the Property appear to be compatible with the soil capability units described by NRCS.

#### **4.3.1 Soil Erosion**

No sites of active or historic erosion were observed on the Property.

#### **4.4 Mining/Mineral Rights**

The Property lies within an active oil field. Records from the Colorado Oil and Gas Conservation Commission identified a cluster of 12 oil wells under construction adjacent to the Property (Western Environment and Ecology, Inc. 2016). Ward Petroleum operates the Anderson 19-1-10HC, which juts into the Property and is not a part of the Conservation Easement (Figure 3; Photo Points 8A and 10). A pipeline associated with the oil and gas well facility crosses the Property; a portion of the access road to the facility may also cross the Property (Figure 3; Photo Point 9C).

A title commitment for the Property was prepared by Fidelity National Title Group (Appendix 2). Under Schedule B--Section 2, Exceptions, no specific mineral reservations are listed. Exceptions 18, 20, 22, and 23 pertain to the existing Ward Petroleum's Anderson 19-1-10HC oil and gas well operation, noted in the above paragraph.

## **5.0 WATER RESOURCES**

### **5.1 Introduction**

Water resources support the agricultural, scenic, and open space conservation values of the Property. Water improvements are relevant to the Reserved Rights and Prohibited and Restricted Uses sections of the Deed of Conservation Easement.

### **5.2 Surface Drainage**

The Property is located in the South Platte River Watershed, the primary waterway of northeast Colorado. The river is located just over one mile west of the Property (Figure 2). The US Geological Survey locates the Middle South Platte - Cherry Creek Watershed (USGS Cataloging Unit 10190003; USGS 2016, EPA 2016).

There are no drainages on the Property. Drainage on the Property is managed for irrigation of row crops.

### 5.3 Wetlands

There are no wetlands on the Property.

### 5.4 Water Rights/Water Improvements

Grantor has several well permits for the Property. Colorado Division of Water Resources (2016) indicates the following:

Permit Number	Location	Use and Notes
249996	Farmstead	Domestic.
17941	Southwest of oil and gas well	Domestic.
1902-R	Near center of Property	Irrigation. This is also known as Hattendorf Well 1-1902. WDID 0205035. Photo Point 7A.
1905-R	Along E. 144th Ave.	Irrigation. This is also known as Hattendorf Well 4-1905. WDID 0205036. Photo Point 17.

There is also a domestic well just north of the Farm Worker House (see survey in Appendix 2B). No permit was located for this well.

There is also an irrigation well located just north of the northwest corner of the Property (Photo Point 13A). It has Permit No. 1901-R-R and is also known as Hattendorf Well 1-1901 (WDID 0206517).

Grantor also has 70.8 shares of Fulton Ditch, which runs along the west side of the Property. Headgates on Fulton Ditch were found at two locations (GPS Landmarks 25 and 30).

## 6.0 VEGETATION RESOURCES

### 6.1 Introduction

Vegetation resources support the open space, scenic, and agricultural conservation values of the Property. Weed management, range condition and forestry practices are relevant to the Reserved Rights and Prohibited and Restricted Use sections of the Deed of Conservation Easement. Vegetation resources are one of the primary components of the existing conditions of the Property, and require ongoing management decisions.

The Property was surveyed on September 6, 2016. Fieldwork focused on describing the presence and distribution of plant communities and the common plant species found in these communities. A total of 24 vascular plants were identified during the fieldwork,

most to the species level. A list of all plant species identified is included in Appendix 8A. Plant nomenclature follows Weber and Wittmann (2012). This list is intended to be descriptive, not comprehensive.

The Property is a vegetable farm used for the production of irrigated row crops. Currently, the primary crops are onions, cabbage, squash, peppers, and leaf lettuce. A farmstead and farm labor housing area are also present and dominated by ornamental trees, shrubs, and pasture grasses.

## 6.2 Description of Vegetation Communities

There are two primary vegetation communities found on the Property. These communities are summarized in Table 4 below, displayed in Figure 5, and described individually in the text that follows.

**Table 4. Vegetation Communities**

<i>Vegetation Community</i>	<i>Size in Acres</i>	<i>Location</i>
Cropland	61.9	Almost all of the Property.
Farmstead	2.1	Around farmstead and farm labor housing.





### 6.2.1 Cropland

By far, the dominant vegetative community is irrigated cropland. Currently, the primary crops are onions, cabbage, squash, peppers, and leaf lettuce. Non-farmed areas are dominated by annual forbs.

Common crops in the Cropland community include:

<i>Scientific Name</i>	<i>Common Name</i>
Allium species	onion
Brassica species	cabbage
Curcubita species	squash
Lactuca sativa	lettuce
Piper species	pepper

### 6.2.2 Farmstead

A farmstead and farm labor housing area are present and dominated by ornamental trees, shrubs, and pasture grasses.

Characteristic trees in the Farmstead community include:

<i>Scientific Name</i>	<i>Common Name</i>
Pinus ponderosa subsp. scopulorum	ponderosa pine
Populus deltoides	plains cottonwood
Salix fragilis	crack willow
Quercus species	oak

Characteristic shrubs in the Farmstead community include:

<i>Scientific Name</i>	<i>Common Name</i>
Betula species	birch
Juniperus communis	common juniper
Sabina scopulorum	Rocky Mountain juniper

Characteristic forbs in the Farmstead community include:

<i>Scientific Name</i>	<i>Common Name</i>
Plantago species	plaintain
Trifolium pratense	red clover
Trifolium repens	white Dutch clover

Common grasses include:

<i>Scientific Name</i>	<i>Common Name</i>
Bromopsis inermis	smooth brome
Poa species	bluegrass

### 6.3 Noxious Weeds

The State of Colorado, in conjunction with county and municipal governing bodies, has developed the State Noxious Weed list as required by the Colorado Weed Management Act, § 35-5.5-101 through 119, C.R.S. (2003). This list is found in Appendix 8B (Colorado Department of Agriculture 2016). Local weed districts typically further refine the state weed list. The weed list for Adams County is maintained by the Adams County Colorado State University Extension. Noxious weeds are of importance, since severe infestations can conceivably adversely impact the Conservation Values of the Property.

A comprehensive inventory of noxious weeds was beyond the scope of work of the baseline report. However, the presence of weeds was noted, as described below in Table 5.

**Table 5. Noxious Weeds**

<i>Common Name</i>	<i>Scientific Name</i>	<i>Habitat</i>	<i>Abundance</i>
field bindweed	<i>Convolvulus arvensis</i>	Cropland	Fairly Common
puncturevine	<i>Tribulus terrestris</i>	Cropland	Fairly Common

On the state noxious weed list, field bindweed and puncturevine are on List C, widespread species for which management resources will be provided to jurisdictions that choose to require management. Field bindweed is also listed by Adams County as a noxious weed, while puncturevine is listed as a nuisance weed. They are mostly found along roadways on the Property.

*Kochia (Bassia sieversiana)* is also present on the Property. It is not listed by the State of Colorado but is listed as a nuisance weed by Adams County.

### 6.4 Colorado Natural Heritage Program

A records search for the vicinity of the Property was conducted of the online Colorado Natural Heritage Program (CNHP) database for imperiled ecological communities and for threatened, endangered and sensitive plant species (Colorado Natural Heritage Program 2016a and 2016b). This data was also checked for the presence of sites of biodiversity significance, known as Potential Conservation Areas (PCAs), on or near the Property. No site occurrences for these resources have been documented on the Property.



## 7.0 WILDLIFE RESOURCES

### 7.1 Introduction

Wildlife resources support the natural, open space, and scenic conservation values of the Property. Management of wildlife and wildlife habitat resources on the Property may require management decisions.

### 7.2 Wildlife Habitat

Wildlife use of the landscape tends to focus on specific habitats. The plant communities discussed in the vegetation section are equivalent to major habitat types, and are summarized below.

Cropland: foraging habitat for deer, birds, and small mammals, particularly after harvest in fall and winter.

Farmstead: A limited amount of breeding habitat for migratory and resident songbirds, foraging habitat for deer, habitat for small mammals.

Probably the most important habitat feature of the Property is its location within a block of relatively undeveloped land that links the South Platte greenway to the west and Barr Lake State Park to the east. Lands to the north and south of this area have significant urban/suburban development. As development increases to the north and south and these lands become less porous to some wildlife species, the undeveloped lands of the farmland district (see Figure 2) will become increasingly important for migration, hiding and loafing cover, and food.

### 7.3 Colorado Parks and Wildlife Information

Colorado Parks and Wildlife (CPW) is the primary state level source of data and analysis used for decisions on land-use affecting Colorado's animals, plants, and natural communities. Wildlife information from the Colorado Natural Heritage Program, Colorado State University, and local governments is imbedded in CPW's database. The information included herein was current as of October 2016.

The primary CPW data sources used for this report came from the Colorado Parks and Wildlife Species Activity Data and Species Activity Mapping, the Adams County wildlife species list, federal and state listed endangered and threatened species, State of Colorado listed Species of Special Concern, and the Colorado Natural Heritage Program.

#### 7.3.1 Wildlife Species List

A potential wildlife species list for the property was compiled from the CPW database for Adams County for amphibians, birds, mammals and reptiles. This list was then edited by the report preparer for the habitats present on the Property, and checked with appropriate literature review (Armstrong *et al.* 2011, Hammerson 1999, and Kingery 1998). Based upon this potential wildlife species list, suitable habitat is found on the Property for 7 species of amphibian, 230 species of birds, 55 species of mammals and 20 species of

reptiles. The complete results of the data run are found in Appendix 9. It is not likely that all of the listed species are present on the Property due to its small size and intensive agricultural operation. However its context, being just over one mile of the South Platte River, adjacent to the Fulton Ditch Lateral, and just over two miles of Barr Lake State Park, indicates that a great number of wildlife species are present in the area and could be present on the Property.

### 7.3.2 Colorado Parks and Wildlife Species Activity Mapping

Maps produced by CPW indicate the ranges and activity areas of various wildlife species, particularly wide-ranging species and big game animals. A number of the species congregate in herds, where specific geographic areas may be important for a large number of animals. The maps, where applicable, depict overall, winter and summer ranges, and other activity areas of importance, including concentration and production areas and migration corridors. The CPW database was searched for species with mapped ranges and activity areas occurring on or near the Property with the selected results displayed in Table 6 (Colorado Parks and Wildlife 2016).

**Table 6. CPW Wildlife Ranges and Activity Areas**

<i>Wildlife Species</i>	<i>Habitat</i>
<b>Mammals</b>	
White-tailed Deer ( <i>Odocoileus virginianus</i> )	Overall Range (Winter Range and Concentration Areas are present along South Platte River and around Barr Lake)
Mule Deer ( <i>Odocoileus hemionus</i> )	Overall Range (Winter Range and Concentration Areas are present along South Platte River and around Barr Lake)
Preble's Meadow Jumping Mouse ( <i>Zapus hudsonius preblei</i> )	Overall Range (However, the Property and area surrounding area are not considered to be Occupied Range)
<b>Birds</b>	
Great Blue Heron ( <i>Ardea herodias</i> )	There is a rookery at Barr Lake State Park.
Bald Eagle ( <i>Haliaeetus leucocephalus</i> )	They nest at Barr Lake State Park and along the South Platte River. These sites are also Winter Concentration Areas.
* - Map found in Appendix 9C	

The Property provides habitat for mule and white-tailed deer. The content of the Property, being primarily undeveloped, as well as its context, being just over one mile from the South Platte River and just over two miles from Barr Lake State Park, is an important aspect of the Property's habitat value. The South Platte River and Barr Lake State Park are concentration areas for white-tailed deer, mule deer, and bald eagles. A great blue heron rookery is present at Barr Lake State Park. The Property is part of a growing block of conserved lands that provide habitat and food for these species and contribute to the viability of these species at Barr Lake State Park and along the South Platte River.

### 7.3.3 Wildlife Species of Special Concern

Table 7 below is a list of potential federal and state listed species, state “Species of Concern,” and imperiled species from the Colorado Natural Heritage Program’s (CNHP) online database (Colorado Natural Heritage Program 2016b) that are potentially found on the Property (see Appendix 9B for further definitions of federal, state and CNHP definitions).

**Table 7. Potential Wildlife Species of Special Concern**

Common Name	Federal Status <sup>1</sup>	State Status <sup>2</sup>	Colorado Natural Heritage Program <sup>3</sup>
<b>Amphibians</b>			
Northern Leopard Frog		SC	
<b>Birds</b>			
American White Pelican			S1B
Snowy Egret			S2B
White-faced Ibis			S2B
Bald Eagle		SC	S1B
Ferruginous Hawk		SC	
Peregrine Falcon		SC	S2B
Sandhill Crane		SC	S2B
Snowy Plover	FT	SC	S1B
Piping Plover	FT	ST	S1B
Mountain Plover		SC	S2B
Willet			S1B
Long-billed Curlew		SC	S2B
Forster’s Tern			S2B
Burrowing Owl		ST	
Short-eared Owl			S2B
Ovenbird			S2B
<b>Mammals</b>			
Black-tailed Prairie Dog		SC	
Preble’s Meadow Jumping Mouse	FT	ST	S1
<b>Reptiles</b>			
Common Garter Snake		SC	
1. Federal Status Codes: FE = Federally Endangered; FT = Federally Threatened			
2. State Status Codes: SE = State Endangered; ST = State Threatened; SC = State Species of Concern (not a statutory category)			
3. Colorado Natural Heritage Program (CNHP) Status Codes: S1 = Critically imperiled in state; S2 = Imperiled in state; B = Breeding			
For further explanations of federal, state and CNHP status codes, refer to Appendix 9B.			

A number of species, most notably birds, would most likely be seen only during migration. This group includes **American white pelican, snowy egret, white-faced ibis, sandhill crane, snowy plover, piping plover, mountain plover, willet, long-billed curlew, Forster's tern, and ovenbird.**

The riparian forests along the South Platte River and around Barr Lake State Park are nesting sites and Winter Concentration Areas for **bald eagles** (CPW 2016). It is likely that they move between the two sites. The Property is situated between the two sites and can provide food and perches. The probability of occurrence on the Property is high.

**Ferruginous hawks** nest in the prairie habitat of eastern Colorado (Kingery 1998). They are more common in Weld County during the winter as they come down from the north to feed on small mammals. The probability of occurrence on the Property is high.

There is not suitable nesting habitat on the Property for **American peregrine falcon**. Their presence would only be related to hunting for food (Kingery 1998). The probability of occurrence on the Property is low.

**Burrowing owls** are restricted to prairie dog towns or other areas where there is an abundance of rodent burrows (Kingery 1998). The intensive agricultural operation on the Property precludes the presence of prairie dogs or an abundance of other burrowing animals. The probability of occurrence on the Property is low.

The **short-eared owl** favors grassland habitat. They are uncommon breeders in Colorado (Kingery 1998) and can also spend winter here. The probability of occurrence on the Property is low.

The **black-tailed prairie dog** is common in Weld County (Armstrong *et al.* 2011), but they were not seen on the Property or surrounding area. The intense agricultural operation on the Property likely precludes their presence. The probability of occurrence on the Property is low.

**Preble's meadow jumping mouse** is typically found in lush undergrowth along creeks and ditches that have good vegetative structure. Recent trapping efforts along the Front Range have not located them in the vicinity of the Property; the area is not considered to be occupied range (CPW 2016).

The **common garter snake** is not very common, and in Colorado occurs only along the South Platte River in northeastern part of the state (Hammerson 1999). They inhabit pond and stream edges and are active from March to October. The probability of occurrence on the Property is low to moderate.

More information about the animal species most likely to be found on the Property is found in Appendix 9D.

#### **7.3.4 Colorado Natural Heritage Program**

A records search for the vicinity of the Property was conducted of the online Colorado Natural Heritage Program (CNHP) database for imperiled ecological communities and for threatened, endangered and sensitive animal species (Colorado Natural Heritage Program 2016a and 2016b). These data were also checked for the presence of sites of biodiversity significance, known as Potential Conservation Areas (PCAs), on or near the Property. No site occurrences for these resources have been documented on the Property.

Of general interest is the presence of the South Platte River PCA, which is primarily based on bald eagle habitat for nesting and winter forage. The PCA is focused on the South Platte River, located just over one mile west of the Property. The PCA also includes large reservoirs with trees in close proximity to the river. Barr Lake State Park, located just over two miles to the east of the Property, is mapped as part of the PCA.

The Property, combined with the surrounding agricultural district, forms a corridor of relatively undeveloped land linking the South Platte River PCA and Barr Lake State Park. This corridor will become increasingly important for wildlife movement as the surrounding area becomes more urbanized.

## **8.0 AGRICULTURAL RESOURCES**

### **8.1 Introduction**

The agricultural resources of the Property support the open space, agricultural, and scenic conservation values. Agricultural resources are significant components of the existing condition of the Property and may require ongoing management decisions.

### **8.2 Agricultural Setting**

Agriculture is an important resource in the State of Colorado. The Colorado Department of Agriculture statutes, Colorado Revised Statutes §§ 35-1-101, et. seq., states: “it is the declared policy of the State of Colorado to conserve, protect, and encourage the development and improvement of its agricultural land for the production of food and other agricultural products.”

The City of Brighton was founded on farming and the railroad (Adams County and City of Brighton 2016). This area has nearly a 150-year history of farming. The rich soils and abundant water are highly conducive to the production of vegetables. Vegetables from this area continue to contribute to the growing local food economy. Crops from Sable Farmland and the surrounding farms south of Brighton are sold locally at King Soopers, Safeway, Albertsons, and other grocery stores as well as regionally and nationally with Kroger and Safeway.

Much of the farmland around the City of Brighton has been converted to urban land uses as the Denver metropolitan area continues to grow and expand. The south Brighton area, including Sable Farmland, is an enclave of the historic agricultural land use that once dominated the region.

The Brighton Open Space Plan of 2001 (Winston Associates 2001) indicated the need for acquiring land for open space, farmland preservation, wildlife corridor preservation, trails, greenway corridors, and cultural heritage within an area bounded by E-470 on the south, the South Platte River on the west, Bromley Lane on the north, and I-76 and Barr Lake State Park on the east (see Figure 2). Sable Farmland lies within this area.

The Adams County Comprehensive Plan (Adams County 2012) cites the south Brighton farm area as the single best place left in the greater Denver metropolitan area for

growing, processing, and distributing local food crops. Brighton residents and Adams County residents have strongly requested the City and County to preserve the valuable farm land in the south Brighton area (Adams County and the City of Brighton 2016).

The Adams County Open Space, Parks, and Trails Master Plan (Design Workshop 2012) notes that protection of farmland, protection with this area of wildlife habitats and corridors; protection and enhancement of important ecological and scenic resources such as wetlands, floodplains, reservoirs and other unique land forms; and the protection of highly visible, significant land from future development surrounding this site are all vitally important.

In 2016, the Adams County Commissioners and the City of Brighton Council both approved by ordinance "The District Plan" that formed an Agricultural/Agritourism District in the south area of Brighton (see Figure 2; Adams County and the City of Brighton 2016). The District Plan states:

"Both Adams County and the City of Brighton have identified the need to both accommodate our growing population and to preserve our agricultural lands. The 2005 South Sub Area Plan laid the foundation to accomplish the mutual goals of urban development and prime farmland preservation along the US 85 corridor. The Adams County 2012 Comprehensive Plan and 2012 Parks and Open Space plans from both the County and City have further identified prime agricultural lands and the need to retain this asset. The County and City are working with willing land owners to identify ways to preserve agricultural land and ensure local food production remains a viable part of our character and economy."

Adams County and the City of Brighton, with assistance from The Conservation Fund, have been working to identify suitable parcels of farmland to protect within this District. Presently, in this Agricultural District, Adams County has a conservation easement on the Berry Patch Farms (40 acres south of the Property), and the City has purchased the Eagle Preserve (42.2 acres) and the 144th Avenue Farmland Preservation site (77.338 acres adjacent and west of the Property) with the help of Adams County Open Space grants. The City also has a conservation easement on 40 acres of land being farmed on the west side of Highway 85.

The following statistics from the 2012 Census of Agriculture (USDA Census Bureau 2016) indicate some of the importance of agriculture in Adams County:

- In 2012 Adams County had 690,528 acres in farms and ranches, which represented 91% of the land in the county.
- There were 841 farms in Adams County in 2012.
- The market value of agricultural products sold in 2012 in Adams County was \$116,464,000.
- Hired farm labor in Adams County was 1,366 workers in 2012.
- The total income from farm related sources in Adams County was \$13,021,000 in 2012.

### **8.3 Agricultural Operation and Improvements**

The Property has been farmed for over 110 years. Historical crops included sugar beets, onions, corn, and alfalfa.

Currently, the Property is a conventional farm producing row crops, including cabbage, onions, squash, peppers, and lettuce. Crops are rotated and irrigated. The Property has been leased since the 1980s by Petrocco Farms, Inc., of Brighton. They also lease much of the surrounding farmland. The fields generally produce one crop per season; occasionally two crops are produced in a season.

Agricultural improvements on the Property consist of the following:

- Fulton Lateral Ditch runs along the west perimeter of the Property and provides much of the irrigation water used to produce row crops (Figure 3; Photo Point 13B).
- There are three irrigation wells, one of which is located just north of the Property (Figure 3; Photo Points 7A, 13A, and 17).
- A farm worker house is located in the southwest corner of the Property along E. 144th Avenue (Figure 3; Photo Point 15).
- The main farmstead is located along Sable Boulevard (Figure 3) and contains a house (Photo Point 4), garage (Photo Point 3), stucco barn (Photo Point 5), and two sheds (Photo Points 2 and 3).
- Farm roads run on the perimeter of the Property (Figure 3; Photo Points 1 and 12C).

## **9.0 OPEN SPACE AND SCENIC RESOURCES**

### **9.1 Introduction**

This section describes the open space conservation value, including the scenic component. Open space resources are evaluated by use of City of Brighton and Adams County comprehensive plans and open space plans, as well as local land conservation efforts. The Photo Points completed for the baseline report serve as documentation for the scenic resources of the Property. Site characteristics were evaluated by generally following the Scenery Management System used by the USDA Forest Service (1995).

### **9.2 Adams County and City of Brighton Planning**

Adams County and the City of Brighton have both expressed the uniqueness of the area just south of the City in their planning documents and conservation actions. Some of this is noted in Section 8 (Agricultural Resources) of this report. The four major themes identified by the County and City for the area encompassing the Property are:

1. Preservation of an agricultural district;

2. Use the agricultural resources of the district to support agritourism;
3. Develop trails and bikeways within the district that will further support agritourism and bring people closer to the production of foods they consume; and
4. Preservation of a relatively undeveloped corridor linking Barr Lake State Park and the South Platte River greenway that will allow for the movement of wildlife between the two sites.

**The Adams County Comprehensive Plan** (Adams County 2012) states:

**GOAL:** Protect the County's Natural Resources: Adams County's abundant natural resources contribute significantly to its character and to the quality of life of its residents. Working in concert with its local and regional partners, the County should continue to support and implement open space objectives as set forth in the Adams County Open Space, Parks, and Trail Master Plan to promote development in a manner compatible with the preservation of active and passive open space, agricultural lands, community separators, wildlife habitat, and environmental quality...

**POLICY 9.2:** Preserve open space to enhance the quality of life, shape urban areas, avoid development of environmentally sensitive areas, and preserve critical wildlife corridors and habitat.

**POLICY 9.5:** Support the implementation of the varied recreational opportunities identified in the Open Space, Parks, and Trails Plan, including, but not limited to: fishing, cycling, trail-based recreation, bird watching and wildlife viewing, and outdoor and nature education.

**POLICY 10.1:** Protect high quality agricultural lands in Adams County.

**STRATEGY 10.1.a:** Identify Prime Agricultural Lands - The County will maintain a database of land with the most productive irrigated soils as defined by the Natural Resources Conservation Service. (Note: the entire Property is considered to have soils that are prime farmland if irrigated by NRCS)

**STRATEGY 10.1.b:** Support Local Food Production - The County will support creation of a local food production district, based on small farms and cottage businesses, providing fresh, locally-grown food for residents.

**STRATEGY 10.1.d:** Water Rights - Take steps to retain and protect existing water rights for use in the County...

**AGRICULTURAL TOURISM STUDY AREA:** The concept of establishing an Agricultural Tourism Study Area south of the City of Brighton emerged from the Adams County Open Space, Parks, and Trails Master Plan, which identifies the area as a local food production district. The area is contemplated as a possible location for a broad mix of uses intended to support the development of the area as a thriving agricultural production area as well as a destination for agricultural tourism. Such uses are envisioned to include, but would not be limited to: working farms and general agricultural uses, bed and breakfasts, farm stay and tour operations, farmers markets or farm stands, agricultural processing facilities, and clustered, sustainably designed residential developments that focus on



backyard and neighborhood or community farms integrated within the development.

**The Adams County Open Space, Parks, and Trails Master Plan** (Design Workshop 2012) states:

**PLAN PURPOSE:** Preserve and maintain areas with ecological, cultural, agricultural, and historical significance...

**PLAN VISION:** The vision for the Open Space, Parks, and Trails Plan is to create an integrated system that conserves agricultural lands throughout the County; preserves and enhances important wildlife habitats and corridors; and protects and improves important natural and scenic resources such as wetlands, floodplains and unique land forms.

**GUIDING PRINCIPLES AND GOALS:**

- Protect and enhance important and existing wildlife habitats and corridors, provide for species movement through the County.
- Create habitat linkages to regional open spaces for species of importance, such as the Rocky Mountain Arsenal National Wildlife Refuge, Barr lake State Park, and river corridors.
- Preserve lands that provide local food production and opportunities for people to learn about agricultural practices.
- Preserve and protect the viability and character of high quality agricultural lands in the County.
- Consider agricultural lands and their viability to serve as natural area protection.
- Consolidate land conservation to avoid fragmentation of agricultural practices and conflict of urban and rural activities.

The Property is mapped as a High Priority for future open space on the Composite Map of All Open Space and Parks Factors. The Property is also mapped within the Local Food Production District on the Open Space and Parks Master Plan Elements Map (see Map in Appendix 9D).

The Proposed Trails section of the Adams County Open Space, Parks, and Trails Master Plan indicates two trails/bikeways that would be near or adjacent to the property (see Map in Appendix 9D):

- The Sable Trail would run along Sable Boulevard on the east side of the Property.
- The 144th Avenue Trail would link Barr Lake State Park to Ken Mitchell Open Space along the South Platte River and would run on the south side of the Property.

The culmination of the previous planning efforts was the recent approval by both the City of Brighton and Adams County of the **District Plan** (Adams County and City of Brighton 2016). The Farmland District that is the subject of the Plan is depicted on Figure 2 of this report and contains the Property. The District Plan states:

**DISTRICT VISION:** The District has been in a state of transition since E-470 opened in 2003, making the area more accessible and developable, threatening its

farming heritage, the local food economy, and the buffer that farmland provides between Brighton and the Denver region. Although some development is desirable, thoughtful and proactive coordination are necessary to ensure the South Platte River's prime farmland will remain a southern gateway to Brighton, balancing a mix of neighborhoods with small and medium-sized farms. Rural uses, such as farming, food processing, and clustered housing on 1-3 acre lots, will be focused in the County. Urban uses, such as multifamily, mixed use, and neighborhood commercial developments will be encouraged in the City. The Fulton Ditch trail network will tie destinations together - farm stands, farm-to-table restaurants, pick-your-own farms, a historic farm and special events venue, bed and breakfasts, working lands, and food storage and processing facilities - from the South Platte River to Barr Lake. Property developed and preserved, the District will retain its status as a hub of local foods, enhance the local food economy, become a tourist destination for food connoisseurs, and promote the distinctive image of a freestanding community that grows a significant portion of the region's produce. This vision is supported by several County and City plans completed in recent years...

The District Plan identifies important viewsheds of the District (see map in Appendix 9D). One is located looking east along US Highway 85. The Property is a visual resource within this viewshed. Relative to viewsheds, the District Plan states:

Every southern gateway into Brighton passes through cultivated fields, giving credence to its nickname, "the green mile." From US 85, E-470, and I-76, views of wide open spaces are typical, with crops in the foreground, the South Platte River corridor and mountains to the west, and Barr Lake to the east. Brighton's identity has been shaped by its surrounding agricultural lands since its founding in 1881.

The sense of urgency to protect the south Brighton agricultural district is underscored by the population trends in Adams County from US Census Bureau information (1990-2010) and 2015 estimates for 2020-2050 prepared by the Colorado Department of Local Affairs, Demography Section (2016), as displayed below.

<u>Year</u>	<u>Population</u>
1990	265,038
2000	363,857
2010	441,603
2020	545,237
2030	665,364
2040	787,411
2050	893,563

Population expansion in Adams County has been driven by the overall growth of the greater Denver metropolitan area and infrastructure improvements, such as the opening of E-470 in 2003 and the opening of Denver International Airport. On its north side, the Property is adjacent to the City of Brighton.

### **9.3 Local Land Conservation Efforts**

The land conservation context of the Property is displayed in Figure 2. Significant conservation efforts have been undertaken to preserve the South Platte River corridor as well as lands around Barr Lake State Park.

Adams County and the City of Brighton, with assistance from The Conservation Fund, have been working to identify suitable parcels of farmland to protect within the Agricultural District south of Brighton. Adams County has a conservation easement on the Berry Patch Farms (40 acres south of the Property), and the City has purchased the Eagle Preserve (42.2 acres) and the 144th Avenue Farmland Preservation site (77.338 acres adjacent and west of the Property) with the help of Adams County Open Space grants. The City also has a conservation easement on 40 acres of land being farmed on the west side of Highway 85. Prairie Lakes Wildlife Preserve and the Prairie Center are other conserved lands within the District.

### **9.4 Scenic Features**

The landscape context of the Property is irrigated farmland within an enclave of farms and rural residential lands that are situated within a growing urban landscape, particularly to the north and east. The Property serves as the immediate foreground for views of the surrounding farmland as well as the more distant riparian forests of the South Platte River.

Because of the urbanization of the greater landscape, the scenic attractiveness is rated as distinctive as farmland is a disappearing land use type. Within the agricultural district, the scenic attractiveness is rated as typical. Visually, the Property is dominated by row crops combined with the trees of two residential sites, dominant land uses of the agricultural district. The scenic integrity of the Property is rated as high as it represents a dominant landscape character of the agricultural district - there is no deviation from the landscape character and the intactness is fully expressed. The desired landscape character of the Property is retention of the dominant agricultural and rural residential values and the public interest in the visual resources of the Property is considered high as Sable Boulevard and E. 144th Avenue run adjacent to the Property, while US Highway 85 is located just over 1000 feet to the west.

### **9.5 Public Enjoyment of the Scenic Features**

The extent of the public enjoyment of a given scenic resource is determined by the concept of landscape visibility. Landscape visibility considers two issues:

1. The importance of the views to the public
2. The sensitivity of the viewshed based upon the distance of the observer as follows:

Foreground: views up to one-half mile distant

Midground: views one-half to four miles distant

Background: views more than four miles distant

The Property provides foreground scenic views from over 1/2 mile of Sable Boulevard, which is adjacent to the Property on its east side. Sable Boulevard is a State Highway that connects the City of Brighton with I-76 and Commerce City.

The Property provides foreground scenic views from over 1/2 mile of E. 144th Avenue, which is adjacent to the Property on its south side. E. 144th Avenue connects south Brighton to US Highway 85 to the west and I-76 to the east.

The Property provides foreground scenic views from over one mile of US Highway 85. The highway is located just over 1,000 feet to the west of the Property and is a major route linking the northern Front Range to Denver. Colorado Department of Transportation (2016) year 2015 traffic counts indicate that a traffic count station located on US Highway 85 just south of its intersection with Bromley Lane has an Annual Average Daily Traffic count of 36,000. The District Plan identifies the viewshed along US Highway 85 as significant (see map in Appendix 9D; Adams County and City of Brighton 2016).

The public enjoyment of the scenic features of the Property and the surrounding agricultural district will increase in the future with the development of trails/bikeways in the area, including along Sable Boulevard and E. 144th Avenue.

#### **9.6 Protection of the Scenic Resources**

Structures are limited to two Building Envelopes, one centered on the Farmstead (Figure 3), and the other centered on the Farm Worker House (or Farm Labor Building; Figure 3). Structures may be reasonably enlarged or replaced in both Building Envelopes. Minor and temporary structures may be constructed for agricultural purposes anywhere on the Property, provided they do not require a building permit.

The locations of the two Building Envelopes have contained residences and structures for many decades. The Farmstead and Farm Worker Housing are integral parts of the agricultural landscape. Taking the above into consideration, the open space conservation value is considered herein to be viable.

## **10.0 LAND USE**

### **10.1 Introduction**

Land uses on the Property are reviewed in the context of comparing conditions on the Property at the time of the grant of Conservation Easement to the Reserved Rights and Prohibited and Restricted Uses sections in the Deed of Conservation Easement, and to provide basic real estate information.

### **10.2 Adams County**

The provisions of the Adams County Development Standards and Regulations apply to the development of buildings, structures and uses on all private land in the unincorporated areas of the County. The Property is currently zoned Agriculture 1 (A-1). Selected County Assessor information is listed below, current as of November 3, 2016.

**Table 8. County Assessor Information**

<b>Information</b>	<b>Northeast Parcel</b>	<b>Southwest Parcel</b>
Account No.	R0180531	R0006841
Parcel	0156918300005	0156918000041
Account Type:	Agricultural	Agricultural
Tax District	294	294
Physical Address	14605 Sable Boulevard	13701 E. 144th Avenue
Zoning:	A-1	A-1

**10.3 Land Uses on the Property**

Grantor recently acquired the Property.

The Property has been farmed for over 110 years. Historical crops included sugar beets, onions, corn, and alfalfa. Currently, the Property is a conventional farm producing row crops, including cabbage, onions, squash, peppers, and lettuce. The Property has been leased since the 1980s by Petrocco Farms, Inc., of Brighton. There is also a farmstead and a farm worker house on the Property.

The Property has also served as *de facto* open space and wildlife habitat simply because it has remained undeveloped.

**10.3.1 Utility Lines, Easements and Rights-of-Ways**

A title commitment for the Property was prepared by Fidelity National Title Group (Appendix 2). Utility easements are addressed in Schedule B, Section 2, and Exceptions are noted below. Most of the utility easements are displayed on the survey in Appendix 2B.

The following utility lines, easements and rights-of-ways were found on the Property:

1. An overhead power line (United Power) runs on or adjacent to the perimeter of the northern portion of the Property (Figure 3; Photo Points 1, 7D, and 14C; shown on Survey in Appendix 2B; Exception #19).
2. A 30 foot petroleum pipeline easement runs between the oil and gas well site and E. 144th Avenue (shown on Survey in Appendix 2B; Exception #21).
3. A 30 foot City of Brighton sanitary sewer easement runs along a portion of the west property line (shown on Survey in Appendix 2B; Exception #11).
4. A 30 foot City of Brighton fiber optic easement runs along a portion of the west property line (shown on Survey in Appendix 2B; Exception #13).
5. A 30' City of Brighton storm sewer utility easement runs along a portion of the north property line (shown on Survey in Appendix 2B; Exception #12). The pipeline exists with surface manholes (Photo Point 13B).
6. A small portion of Fulton Lateral Ditch runs through the very northwest corner of the Property (see survey in Appendix 2B; Photo Point 13B).

### 10.3.2 Structures

There are two locations of residences and related outbuildings. The main farmstead is located along Sable Boulevard (Figure 3) and contains a house (Photo Point 4), garage (Photo Point 3), stucco barn (Photo Point 5), a dog pen (Photo Point 5) and two sheds (Photo Points 2 and 3). A farm worker house is located in the southwest corner of the Property along E. 144th Avenue (Figure 3; Photo Point 15) along with a shed and old outhouse (Photo Point 16). It appears from the survey (Appendix 2B) that the shed and outhouse are located just northwest of the Property. A well house is located near the center of the Property (Figure 3; Photo Point 7A).

**Table 9. Structure Inventory**

Structure Type	Square Footage (estimated in field)	Notes
<b>Farmstead</b>		
House	1,950 plus 500 for deck	Photo Point 4
Garage	800	Photo Point 3
Utility Shed	120	Photo Point 2
Storage Shed (next to garage)	64	Photo Point 3
Stucco Barn	2,400	Photo Points 5 and 6
<b>Farm Worker House Area</b>		
Farm Worker House	770	Photo Point 15
Shed	64	Photo Point 16
Old Outhouse	30	Photo Point 16
<b>Other</b>		
Well House	28	Photo Point 7A

The main house at the Farmstead and the Farm Worker House are served by individual wells and septic systems.

### 10.3.3 Roads and Trails

Farm roads run on the perimeter of the Property (Figure 3; Photo Points 1, 7D, and 12C). Most of the roads are dirt and approximately 10 feet in width (see survey in Appendix 2B). The road at the northeast property corner is wider, ranging from 15 feet to 20 feet in width (Photo Point 12C; GPS Landmark 19).

The entrance road to the Farmstead off of Sable Boulevard is gravel and 14 feet wide (Photo Point 1; GPS Landmark 1).

The access road for the oil and gas well is gravel and 15 feet to 17 feet in width (Photo Point 9C; GPS Landmark 16). The survey indicates that this road is not within the easement (Appendix 2B).

There are some roads interior to the agricultural fields (Photo Points 8D and 11C). These appear to be more ephemeral in existence, used during planting and harvesting, and changing location from year-to-year based on the shape of each field and the crops grown.

#### **10.3.4 Fencing and Boundary Management**

There is fencing around the farmstead that is plastic rail (Figure 3; Photo Point 1). The only other fencing is on adjacent properties (Figure 3; Photo Points 1 and 7D).

#### **10.3.5 Hazardous Materials**

A Phase I Environmental Assessment has been conducted on the Property (Western Environmental and Ecology, Inc. 2016). The assessment concluded there was no evidence of recognized environmental conditions (RECs) in connection with the Property.

#### **10.3.6 Trash**

No trash piles or dump sites were observed on the Property. The Property is quite clean and well kept.

#### **10.3.7 Billboards and Signs**

There are no commercial billboards or signs on the Property.

## 11.0 BIBLIOGRAPHY

- Adams County. 2012. Adams County Comprehensive Plan.
- Adams County and City of Brighton. 2016. District Plan. March 2016.
- Adams, Rick A. 2003. Bats of the Rocky Mountain West: Natural History, Ecology, and Conservation. University Press of Colorado, Boulder.
- Andrews, Robert, and Robert Righter. 1992. Colorado Birds: A Reference to Their Distribution and Habitat. Denver Museum of Natural History.
- Armstrong, David M., James P. Fitzgerald, and Carron A. Meaney and. 2011. Mammals of Colorado, Second Edition. Denver Museum of Natural History and University Press of Colorado.
- Bates, Sylvia and Tammara Van Ryn (editors). 2006. The Land Trust Standards and Practices Guidebook: An Operating Manual for Land Trusts, Volume 1 and Volume 2, Revised. Land Trust Alliance.
- Beyers, Elizabeth, and Karin Ponte. 2005. The Conservation Easement Handbook. The Trust for Public Land and the Land Trust Alliance.
- Bouplon, Renee J., and Brenda Lind (contributing author). 2008. Conservation Easement Stewardship. Land Trust Alliance.
- Brighton Parks and Recreation Department. 2004. Brighton Greenways and Trails Master Plan. July 2004.
- CCLT. 2016. Due Diligence and Stewardship Guidelines of the Center for Excellence. Colorado Coalition of Land Trusts. [Online] Available: Web Site: <http://guidance.cclt.org/>. [Accessed: January 4, 2016].
- Chapman, S.S., Griffith, G.E., Omernik, J.M., Price, A.B., Freeouf, J., and Schrupp, D.L., 2006. Ecoregions of Colorado (color poster with map, descriptive text, summary tables, and photographs): Reston, Virginia, U.S. Geological Survey (map scale 1:1,200,000).
- Chronic, Halka and Felicie Williams. 2002. Roadside Geology of Colorado. Mountain Press Publishing.
- City of Brighton. 2008. Brighton, Colorado Parks and Recreation Master Plan Update. February 2008.
- Colorado Department of Agriculture. 2016. Noxious Weed Management Program. [Online] Available: Web Site: <http://www.colorado.gov/pacific/agconservation/noxiousweeds> [Accessed: January 4, 2016].
- Colorado Department of Local Affairs, Demography Section. 2016. County Population



- Estimates (from October 2015). [Online] Available: <http://colorado.gov/dola/state-demography-office> [Accessed: January 4, 2016].
- Colorado Department of Transportation. 2016. Highway System Traffic Data. [Online] Available: <http://dtdapps.colorado.info/otis/TrafficData> [Accessed: November 2, 2016].
- Colorado Division of Water Resources. 2016. AquaMap [Online] Available: <http://water.state.co.us/Home/Pages/default.aspx> [Accessed: October 27, 2016].
- Colorado Herpetofaunal Atlas Map. 2016. Colorado State University. [Online]. Available: <http://ndis.nrel.colostate.edu/herpatlas/coherpatlasD/viewer.htm> [Accessed: October 20, 2016].
- Colorado Natural Heritage Program. 2016a. State-wide Potential Conservation Areas, Elements and Network of Conservation Areas (Last Updated November 2015), Arc View Shapefile. [Online]. Available: <http://www.cnhp.colostate.edu/gis/html> [Accessed: January 4, 2016].
- Colorado Natural Heritage Program. 2016b. Statewide List of Tracked Species and Communities (Last Updated November 2015). [Online] Available: <http://www.cnhp.colostate.edu/list.html> [Accessed: January 4, 2016].
- Colorado Parks and Wildlife. 2016. Colorado Parks and Wildlife Species Activity Data and Species Activity Mapping (Last Updated June 2015). [Online] Available: <http://www.arcgis.com/home/search.html?q=colorado%20parks%20and%20wildlife&t=groups> [Accessed: January 4, 2016].
- Design Workshop. 2012. Adams County, Colorado Open Space, Parks & Trails Master Plan. November 16, 2012.
- EPA. 2016. US Environmental Protection Agency. Watersheds. [Online]. Available: <http://cfpub.epa.gov/surf/locate/index.cfm> [Accessed: October 27, 2016].
- Hammerson, Geoffrey A. 1999. Amphibians and Reptiles in Colorado. Second Edition. University Press of Colorado and Colorado Parks and Wildlife.
- Kingery, Hugh E. 1998. Colorado Breeding Bird Atlas. Colorado Bird Atlas Partnership.
- Land Trust Alliance. 2004. Land Trust Standards and Practices, Revised. [Online] Available <http://www.lta.org/training/publications>.
- Neely, B., S. Kettler, J. Horsman, C. Pague, R. Rondeau, R. Smith, L. Grunau, P. Comer, G. Belew, F. Pusateri, B. Rosenlund, D. Runner, K. Sochi, J. Sovell, D. Anderson, T. Jackson and M. Klavetter. 2006. Central Shortgrass Prairie Ecoregional Assessment and Partnership Initiative. The Nature Conservancy of Colorado and the Shortgrass Prairie Partnership. Available for download from <http://conserveonline.org>.
- Small, Stephen J. 1986. The Federal Tax Law of Conservation Easements. Land Trust Exchange.

- Small, Stephen J. 2001. The Federal Tax Law of Conservation Easements, 3rd Supplement. Land Trust Exchange.
- Spackman, S., B. Jennings, J. Coles, C. Dawson, M. Minton, A. Kratz, and C. Spurrier. 1997. Colorado Rare Plant Field Guide. Prepared for the Bureau of Land Management, the U.S. Forest Service and the U.S. Fish and Wildlife Service by the Colorado Natural Heritage Program.
- Tweto, O. 1979. Geologic Map of Colorado. U.S. Geological Survey and Colorado Geological Survey. Map scale 1:500,000.
- USDA Census Bureau. 2016. 2012 Census of Agriculture. [Online] Available: <http://www.nass.usda.gov/co/> [Accessed: January 4, 2016].
- USDA Forest Service. 1995. Landscape Aesthetics, A Handbook for Scenery Management. Agricultural Handbook No. 701. USDA Forest Service. Washington, D.C.
- USDA Natural Resources Conservation Service. 1999. Plants of Colorado: Alphabetical Listing.
- USDA Natural Resources Conservation Service. 2016. Web Soil Survey. [Online]. Available: <http://websoilsurvey.nrcs.usda.gov/app/websoilsurvey>. [Accessed: September 8, 2016].
- USFWS. 2016. National Wetlands Inventory, Wetlands Digital Data. [Online]. Available: <http://www.fws.gov/wetlands/index.html>. [Accessed: September 8, 2016].
- USGS. 2016. Water Resources of the United States. [Online] Available: <http://water.usgs.gov/GIS/huc.html> [Accessed: October 27, 2016].
- Weber, William A., and Ronald C. Wittmann. 2012. Colorado Flora: Eastern Slope. Fourth Edition. University Press of Colorado, Boulder.
- Western Environment and Ecology, Inc. 2016. Phase I Environmental Site Assessment: 14605 Sable Boulevard, Adams County, Colorado 80601. August 3, 2016.
- Western Regional Climate Center. 2016. [Online]. Available: <http://www.wrcc.dri.edu/>. [Accessed: September 8, 2016].
- Winston Associates. 2001. Brighton Open Space Plan. Brighton, Colorado. August 1, 2001.

## 12.0 REPORT PREPARER

**DAVID H. HALLOCK, Earthwork Conservation Planning LLC**  
Conservation Planner

### **Professional Interest**

Dave has forty-one years of experience in natural resource planning and management, land use planning and public policy in both the public and private sectors. Management of natural resources includes inventory and baseline documentation, development of property management plans, and development of public planning policies. He has participated in the identification and protection of tens of thousands of acres of ecologically significant land in the State of Colorado.

**Conservation Easement Baseline Reports.** 1993 to present. Baseline reports conducted on over 145 properties and 120,000 acres of land. Baseline reports are formatted and conducted to meet Internal Revenue Service regulations with respect to charitable contributions of real property interests for the purposes of land conservation. Reports also follow the recommendations of the Land Trust Alliance's Standards and Practices for the Stewardship of Conservation Easement. Inventory reports establish specific resources to be protected by Conservation Easements, and the public interest served by these easements.

### **Experience**

- Consultant, Earthwork Conservation Planning LLC (2003 to Present)
- Resource Planner, Boulder County Parks and Open Space (1984 to Present)
- Wildlife Researcher, Colorado Parks and Wildlife (2011 to Present)
- Wildlife Researcher, Rocky Mountain Bird Observatory (1998)
- Wildlife Researcher, Colorado Bird Atlas Partnership (1993 and 1994)
- Wildlife Researcher, Lake Eldora Ski Corporation (1989 and 1990)
- Land Use Planner (1975 - 1983)
- Volunteer Researcher, Boulder County Nature Association (1982 to present).

### **Interest, Service and Membership**

- Founding member of Boulder County Nature Association.
- Volunteer Naturalist for Boulder County Parks and Open Space (1982-1997).
- Trip leader for National Audubon Society National Convention, The Nature Conservancy, National Wildlife Federation, and Environmental Adventure Company.
- Member of Colorado Coalition of Land Trusts, Colorado Open Lands, Palmer Land Trust, Colorado Field Ornithologists, and Boulder County Nature Association.

### **Education**

B.S. 1974. University of Maryland. Major: Geography.  
M.R.P. 1977. University of Massachusetts. Major: Regional Planning.  
Independent Study. 1987 and 1988. University of Colorado. Biology.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> October 3, 2017
<b>SUBJECT:</b> Approval of Chafee Foster Care Independence Program 2017-18 Annual Plan
<b>FROM:</b> Chris Kline, Director
<b>AGENCY/DEPARTMENT:</b> Adams County Human Services Department
<b>HEARD AT STUDY SESSION ON</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approve the 2017-18 Chafee Foster Care Independence Program plan.

### **BACKGROUND:**

In December of 1999, the Foster Care Independence Act of 1999 was signed into law. Title I of the Act is the Chafee Foster Care Independence Program (CFCIP). This legislation helps ensure that young people involved in the foster care system get the tools they need to make the most of their lives. They may have opportunities for additional education or training, housing assistance, counseling or other services.

The Chafee Foster Care Independence Program is a federally funded program that is county administered. The State requires a plan each year that is approved by the Board of County Commissioners and County Human Services Director in regard to expenditures and detailed program information. Upon plan approval, funds are allocated to the county to provide direct services to youth who have emancipated or are emancipating out of foster care in efforts to assist them in becoming self-sufficient.

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

The Board of County Commissioners, Adams County Human Services Department, Colorado Department of Human Services and multiple community based programs

**ATTACHED DOCUMENTS:**

Resolution

The 2016-17 Adams County Collaborative Plan and the 2017-16 Chafee Foster Care Independence Program Plan and Budget Worksheets

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

**RESOLUTION APPROVING THE ADAMS COUNTY HUMAN SERVICES  
DEPARTMENT FISCAL YEAR 2017-2018 CHAFEE FOSTER CARE  
INDEPENDENCE PROGRAM PLAN**

WHEREAS, in December of 1999, the Foster Care Independence Act of 1999 (“Act”) was signed into law; and,

WHEREAS, the Act helps ensure that young people involved in the foster care system who have limited or no family resources have access to the tools they need to improve their lives as adults, including opportunities for additional education or training, housing assistance, counseling or other services; and,

WHEREAS, ACHSD has reviewed the attached plan for the time period of October 1, 2017 through September 30, 2018 and,

WHEREAS, the Adams County Board of County Commissioners has reviewed said plan and finds it to be appropriate and in the best interest of the youth of Adams County.

NOW THEREFORE, BE IT RESOLVED BY the Board of County Commissioners, County of Adams, State of Colorado, acting in its own capacity and in its capacity as the Board of Social Services, that the Adams County Fiscal Year 2017-2018 Chafee Foster Care Independence Program Plan, a copy of which is attached, is hereby approved.

BE IT FURTHER RESOLVED that the Chair is authorized to execute said Chafee Program Plan on behalf of Adams County.

**REQUEST FOR STATE APPROVAL OF PLAN**

Please complete all portions of the plan for the Chafee Foster Care Independence Program (CFCIP).

This CFCIP collaborative plan is hereby submitted for ADAMS COUNTY (*Indicate host county name*), for the performance period of **October 1, 2017 through September 30, 2018**.

The Plan includes the following:

- o Completed and Signed "Request for State Approval" form
- o Completed "2017-2018 Program Plan Cover Page" form
- o Completed "Statement of Assurances" form
- o Completed "Narrative Summary and Program Description" form
- o Completed and Signed "Regional Collaborative MOU(s)" (*if applicable*)
- o Completed "Financial Pre-award Questionnaire" form
- o Completed "Budget and Budget Justification Form Workbook"
  - Completed "Population to be Served" Worksheet
  - Completed "Budget Template" Worksheet
  - Completed "Workload Worksheet" (for each worker)

This Chafee Foster Care Independence Program Collaborative Services Plan has been developed in accordance with State Department of Human Services rules and is hereby submitted to the Colorado Department of Human Services, Division of Child Welfare for approval. If the enclosed proposed Chafee Foster Care Independence Program Plan is approved, the plan will be administered in conformity with its provisions and the provisions of State Department rules and plan requirements.

**Contact Information:**

**Primary Contact:**

Name: Susan Adams Phone: 303-412-5082  
 Title: Chafee Program Coordinator/SCW IV Email: smadams@adcogov.org

**Supervisor/Administrator Contact:**

Name: Rick Schilling Phone: 303-412-5293  
 Title: Community Services Supervisor Email: rschilling@adcogov.org

**Accounting Contact:**

Name: Nick Beston Phone: 720-523-6291  
 Title: Senior Accountant Email: nbeston@adcogov.org

By signing below you verify that the information provided in this plan is correct and current and the county agrees to provide services in accordance with this plan. Your signature also acknowledges agreement to the statement of assurances found herein. If two or more counties propose this plan, the required signatures below are to be completed by each participant county. Please attach an additional signature page as needed.

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Signature, Director, County Department of Human Services DATE

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Signature, CHAIR, BOARD OF COUNTY COMMISSIONERS or Appointed Representative DATE



**CHAFEE FOSTER CARE INDEPENDENCE PROGRAM (CFCIP)  
2017-2018 PROGRAM PLAN COVER PAGE**

**Period of Performance: October 1, 2017 to September 30, 2018**

- Chafee Case Management and Support Services
- Education and Training Voucher (ETV) Services
- National Youth in Transition Data Base (NYTD) Services

**Host County Name: ADAMS**

Fiscal Agent: Adams

**Host County DUNS Number: 076476373**

**Regional Chafee Collaborative Counties *(if any)***

Collaborative Counties:

1. N/A
- 2.
- 3.
- 4.
- 5.

**Contracted Agency Name *(if applicable)***

Name of Agency Contracted to Provide CFCIP Services on behalf of the County:

Agency Name: N/A

**CHAFEE FOSTER CARE INDEPENDENCE PROGRAM PLAN  
STATEMENT OF ASSURANCES**

The following County(ies): ADAMS assure that, upon approval of the Chafee Foster Care Independence Program Collaborative Services Plan and notice of funding, the following will be adhered to in the implementation of the CFCIP Collaborative Services Plan:

**Chafee Foster Care Independence Program - Federal and State Required Statement of Assurances:**

1. Funds shall be used exclusively for the purposes specified in the plan;
2. Funds shall not be used to supplant, duplicate, or replace existing child welfare funds and;
3. Funds shall not be used for county budget shortfalls;
4. Assistance and services shall be provided only to Chafee-eligible youth [PL 106-109, Section 477(b)(3)(A)] and [PL 110-351] on a voluntary basis;
5. Not more than 30 percent of the amounts allocated for CFCIP for a fiscal year (performance period) will be expended for room and board for youth who have left foster care because they have attained 18 years of age and have not attained 21 years of age [PL 106-109, Section 477(b)(3)(B)];
6. None of the amounts paid to the County Department from its Chafee award will be expended for room and board for any child who has not attained 18 years of age [PL 106-109, Section 477(b)(3)(C)];
7. The County Department will make every effort to coordinate the CFCIP program receiving funds with other Federal and State programs for youth (especially transitional living youth projects funded under part B of Title III of the Juvenile Justice and Delinquency Prevention Act of 1974), abstinence education programs, local housing programs, programs for disabled youth (especially sheltered workshops), and school-to-work programs offered by high schools or local workforce agencies [PL 106-109, Section 477(b)(3)(F)];
8. Youth participating in the program under this section will participate directly in designing their own program activities that prepare them for independent living and the youth will be required to accept personal responsibility for living up to their part of the program [PL 106-109, Section 477(b)(3)(H)];
9. The County Department will enter data on services into the State automated reporting system (Colorado Trails);
10. The County Department will assure that National Youth in Transitions Database (NYTD) program evaluation and youth survey requirements are met; and
11. Ensure all youth 18 to 21 have documents that demonstrate legal presence in the United States before CFCIP services are provided.

The County's Chafee Foster Care Independence Program (CFCIP) services plans are required to be approved annually. Given that services are not standardized across counties, it is important to provide detailed bullets of information about a County's projected services.

According to Volume 7, the Chafee Foster Care Independence Program (CFCIP) is a federally funded statewide independent living program that is county administered.

The purpose of the Chafee Foster Care Independence Program is to provide age appropriate independent living resources to youth in out-of-home care who are at risk of aging out of foster care.

These services shall supplement existing independent living resources and programs in county departments, residential child care facilities and child placement agencies, and by federal statute, shall not replace or duplicate existing services.

Chafee Foster Care Independence Program funds shall not be used for room and board for a youth under eighteen (18) years of age.

**7.305.41 County Responsibilities [Rev. eff. 11/1/15]**

- A. The designated host county department shall submit a county plan for State approval.
- B. The county department shall comply in format, content, and time lines with the instructions for Chafee Foster Care Independence Program plans as published by the State Department in an agency letter which will also contain required instructions for program and financial reporting.
- C. The county department shall administer the State approved plan in accordance with provisions of the plan.
- D. Funds shall be used exclusively for the purposes specified in the plan.
- E. County departments must submit amendments to approved plans when the county is proposing to add or delete a service to the plan. The county department shall submit amendments of the Chafee Foster Care Independence Program plan for approval to the State Department no less than thirty (30) business days before the amendment is to be effective.
- F. The county department shall consider the following factors, in the prioritization of Chafee services on an individual basis:
  - 1. Risk or history of human trafficking;
  - 2. Risk or history of homelessness;
  - 3. Whether the youth was emancipated from Child Welfare or exited the division of Youth Corrections after attaining age eighteen (18), or is expected to do so;
  - 4. Previous participation in Chafee services or transfer of services from another county or state;
  - 5. Enrollment and progress in educational programs, internships or apprenticeships;
  - 6. Enrollment and progress in workforce innovation and opportunity act programs or workforce development activities; and,
  - 7. Connection to permanent, supportive adults and personal support systems.

**7.305.42 Eligibility [Rev. eff. 11/1/15]. To be eligible for Chafee Foster Care Independence Program (CFCIP) services, the youth must:**

- A. Meet Program Area 4, 5, or 6 target group eligibility requirements, in a non-secure setting, with the Division of Youth Corrections, or meet requirements for ongoing Chafee services in the state where the youth emancipated, was adopted or entered Relative Guardianship, if other than Colorado.
- B. Be at risk of aging out of foster care which includes youth:
  - 1. Currently in out-of-home care, fourteen (14) up to eighteen (21) years of age, and in out-of-home placement for a minimum of six (6) months if under age seventeen (17). Consecutive months are not required;
  - 2. Age sixteen (16) to twenty-one (21), who meet requirements for Relative Guardianship Assistance and entered Relative Guardianship on or after age sixteen (16);
  - 3. Age sixteen (16) to twenty-one (21), who meet requirements for Adoption Assistance and entered Adoption Assistance on or after age sixteen (16);
  - 4. Age eighteen (18) to twenty-one (21), who were in out-of-home care on their eighteenth (18th) birthday.
- C. Have a current Family Services Plan in the State Department's automated system. For youth who emancipated, were adopted or entered Relative Guardianship in another state, have documented verification of eligibility from the state where the youth's case was closed. For youth who entered into a Relative Guardianship or Adoption Assistance agreement at age sixteen (16) or older, the following may be used in lieu of a Family Services Plan:
  - 1. The Relative Guardianship or Adoption Assistance agreement; or,

2. An Independent Living Plan developed on or prior to the eighteenth (18th) birthday.
- D. Participate on a voluntary basis. The youth may decide to refuse services, but shall be entitled to reconsider his or her choice and receive services at a later date.
  - E. Follow the plan developed with the youth and the county department regarding participation in the Chafee Foster Care Independence Program.

*CFCIP Program eligibility shall be determined in accordance with up-to-date Volume 7 regulations throughout the service period.*

## NARRATIVE SUMMARY AND PROGRAM DESCRIPTION

### 1. Independent Living Programs and Services Overview

- A) Briefly describe the county's independent living programs and services, including efforts to prepare youth in out-of-home care for transition from a structured environment to living on their own, and efforts to build life skills and self-sufficiency competencies.  
*(Do not include Chafee services in this description)*

Adams County Human Services Department (ACHSD) strives to have youth in the lowest level of care possible prior to emancipation. When appropriate, youth are often afforded the opportunity to practice living on their own while still in care through programs including our Independent Living (IL) House through Shiloh Homes, Third Way Lincoln and Next Steps, and teen parent housing programs. We are also in discussions with Shiloh Homes to potentially develop some form of IL housing or scattered site apartments that would be managed by Shiloh, and would provide additional IL housing options for Adams County youth preparing to leave foster care. ACHSD administration is well aware that housing options for transitioning youth are extremely limited, and we continue to pursue appropriate options and hold discussions focused on resource development. ACHSD utilizes Independent Living stipends in attempts to have youth out in the community either on their own or living with positive permanent connections. Beginning at age 12, Adams County foster youth participate in Family Team Meetings (FTM's) and if they have been in care for over 12 months, they also participate in Permanency Round Tables (PRT's). These meetings and staffings provide regular, detailed reviews of a youth's independent living plan, status, resources, skills and needs. The county utilizes community supports such as CASA, school independent living classes, Workforce & Business Center (WBC), and contracted services such as the Youth Advocacy Program (YAP) and the Child Family Resource Team (CFRT) to help support the youth emancipating from the system. Youth with an OPPLA goal have caseworkers that work specifically with this population and follow up monthly on client progress to identify their needs and assist them in continuing to expand their IL skills. These specialized staff hold providers accountable for allowing youth to be as independent as possible while living in foster care.

As Volume VII was updated in September 2015, requiring IL services for foster youth ages 14 and older, Adams County made a variety of attempts to ensure these youth are identified and served. As the Chafee program has limited capacity and needed to prioritize and serve older youth first, our Youth In Transition (YIT) teams initially planned to address IL issues with younger youth in care and ensure they received services by age 14. Based on the plan, youth were identified for services at age 13 and 10 months. At that time, an IL Transition worker from the YIT team connected to the ongoing case worker to notify them that an ILP was due on that youth. The IL Transition worker obtained identifying information about the youth and their placement, and connected to the placement to help them arrange for the youth to take the Casey Life Skills Assessment (CLSA) within 30 days. The assessment was then utilized to develop an ILP with that youth based on their responses and indicated needs. ILP's were completed no later than 60 days after the youth turned 14. This plan was implemented and proved difficult at times, often due to scheduling issues with the youth, caseworker, IL transition worker and placement/provider. Unfortunately, due to staff changes within YIT, the practice was suspended and ultimately discontinued. We then considered alternative ways to serve these youth, as well as all other Chafee eligible youth within this population. In efforts to identify and serve all eligible youth in Adams County, an ad-hoc Trails report (133) was developed and we were able to determine there were a large number of foster youth ages 14 and over residing in Adams County. Several were Adams County youth, but many were from other Colorado counties. In August 2016, Chafee and YIT began developing a new curriculum directed toward youth ages 14-15. We developed a referral process and reached out to workers in-house and across the state to offer our services and obtain referrals for youth placed in our county. In October 2016, we began offering a new monthly workshop: Basic Life Skills (BLS). BLS replaced our former group curriculum known as Youth Connections (YC). BLS essentially

provides pre-Chafee skill building to youth ages 14-15 and will be highlighted in section H(2).

- B) Briefly describe how the county CFCIP program enhances services already provided by the county including what services have been put in place to work with CFCIP-eligible fourteen (14) year olds.

The Adams County Chafee program has a long-standing history of providing support to agency staff and youth in foster care. Chafee workers provide supportive services to caseworkers with youth on their caseload over age 14 and in out of home placement. In general, services to a youth aged 14-15 will be limited compared to those provided to a youth over age 16, however, we are always available to provide support, resources and guidance to anyone working with transitioning and emancipated youth. When we are working with a youth, we attend staffings and meetings directly involving the youth as well as provide group and/or one-to-one life skills education and support. Agency-wide, this may include attending team, unit or section meetings to provide updates to agency staff about programmatic changes and resources that may benefit youth in care, as well as staffing of individual cases. In the past, the Chafee program has periodically offered Youth Connections Group (see page 18) as a service to clients over age 14 involved with our agency. As noted in the previous section (1A), this year we redesigned the curriculum and changed the name to Basic Life Skills (BLS). This group was designed to be a pre-cursor to Chafee and we offered a monthly workshop on the second Thursday of each month for nine consecutive months. By June 2017, attendance was down and we decided to suspend groups until further notice. We have the option to reinstate the group at any time if we can confirm a need and have an appropriate number of referrals to justify this level of service provision. Additionally, we are often called upon to provide support and training for Chafee and other programs throughout the state.

**2. Identification and Outreach:**

- A) Describe in bulleted detail how the program will identify and engage youth eligible for Chafee services in each of the eligible populations.

Notes: Recommended Standards of Practice - Identification and Outreach Processes:

- 1) Monthly review the County's Trails R570 Adolescent Care Exceptions Report to determine eligible youth and contact the caseworker.
- 2) Periodically review ETV listings provided by the State to determine Chafee-eligible youth at local vocational programs and colleges in your county or region and offer support.

CFCIP-Eligible Service Populations	Identification and Engagement Efforts
<p>1) Youth, age 14 to 17, who have been in out-of-home care a minimum of 6 months, consecutive months not required (7.305.42(B)(1)).</p>	<ul style="list-style-type: none"> <li>• Caseworkers receive training and staff cases to determine eligibility.</li> <li>• Referrals come from ACHSD as well as other CO counties and professional agencies.</li> <li>• Youth may also self-refer.</li> <li>• Youth from out-of-state who request services are cleared through the Chafee program Coordinator at CDHS.</li> <li>• Chafee workers attend team/unit meetings within ACHSD to educate staff about requirements and services.</li> <li>• Brochures are available.</li> <li>• Monthly meetings with Youth In Transition teams, the primary source of referrals within ACHSD.</li> <li>• Chafee program information has also been provided to our local SB94 program and probation.</li> <li>• A new dashboard report was created in 2015 that allows us to access information about youth in care in our area, which allows us the opportunity to follow up or attempt outreach regarding referrals.</li> <li>• Eligibility is confirmed through the Pathways to Success Transition Snapshot report.</li> </ul>

<p>2) Youth, age 17 to 21, who have been in out-of-home care, no month requirement (7.305.42(B)(1)).</p>	<ul style="list-style-type: none"> <li>Continued training within the agency to ensure caseworkers are aware that these youth are eligible immediately at the time of placement.</li> <li>Educating local foster parents/providers so they can request a referral be made through the caseworker.</li> <li>Eligibility is confirmed through the Trails Client Placement History or Pathways to Success Transition Snapshot report</li> </ul>
<p>3) Youth, age 16-21, who entered Adoption Assistance on or after age 16 (7.305.42(B)(3)).</p>	<ul style="list-style-type: none"> <li>Caseworkers receive training and staff cases to determine eligibility.</li> <li>Referrals come from ACHSD as well as other CO counties, adoptive parents and professional agencies.</li> <li>Chafee workers attend team/unit meetings within ACHSD to educate staff about requirements and services.</li> <li>Brochures can be provided or emailed to outside agencies.</li> <li>Eligibility is confirmed through the Pathways to Success Transition Snapshot report.</li> </ul>
<p>4) Youth, age 16-21, who entered Relative Guardianship Assistance on or after age 16 (7.305.42(B)(2)).</p>	<ul style="list-style-type: none"> <li>Caseworkers receive training and staff cases to determine eligibility.</li> <li>Referrals come from ACHSD as well as other CO counties and professional agencies.</li> <li>Youth may also self-refer.</li> <li>Chafee workers attend team/unit meetings within ACHSD to educate staff about requirements and services.</li> <li>Brochures can be provided or emailed to outside agencies.</li> <li>Eligibility is confirmed through the Pathways to Success Transition Snapshot report.</li> </ul>
<p>5) Young adults, age 18-21, who were in out-of-home care on their 18<sup>th</sup> birthday (7.305.42(B)(4)).</p>	<ul style="list-style-type: none"> <li>Generally, a youth is already open to Chafee and becomes After Care when CW case is closed or they may self-refer to have a case opened or reopened.</li> <li>Eligibility is confirmed through Trails Pathways to Success Transition Snapshot report and/or review of ETV eligibility list and at statevoucher.org.</li> <li>Youth from out-of-state who request services are cleared through the IL Program Coordinator from the home state.</li> <li>Most of these youth are already connected to Chafee or were in the past and have reconnected.</li> <li>Many self-refer and we have had clients refer friends who turned out to be eligible.</li> <li>We have also opened cases based on community referrals.</li> <li>If eligibility is confirmed through ETV listing, they may be contacted via phone or email when we have openings.</li> </ul>
<p>5) Youth, age 14-21, who meet community placement requirements for the Division of Youth Corrections, and were in community placement for a minimum of 6 months, consecutive months not required; or were in community placement in an unlocked facility on their 18<sup>th</sup> birthday (7.305.42(A)).</p>	<ul style="list-style-type: none"> <li>Referrals are received through DYC Case Managers and Parole Officers, primarily from Northeast and Central Regions.</li> <li>The majority of these youth were in care prior to commitment, and case managers are aware they may be eligible for Chafee depending on their level of care on their 18<sup>th</sup> birthday.</li> <li>Eligibility is confirmed through the Pathways to Success Transition Snapshot report.</li> </ul>

B) Describe (in bulleted format) how the county will verify a youth meets the citizenship or qualified alien requirements before accessing CFCIP services.

- Referrals are not accepted as complete unless they include:
  - Copy of birth certificate

- Copy of Social Security card or recently stamped (within 60 days) official request for a new card
- A photo ID, if available
- Referrals for youth in the Unaccompanied Refugee Minor (URM) program must include at least two supporting documents that may include:
  - Colorado ID
  - Social Security card
  - Alien Registration card/Green Card
  - Employment Authorization card
  - Affidavit of Proof of Lawful Presence
- Youth must have an approved I-485. Eligible URM youth are in the custody of Denver, Clear Creek or El Paso County Human Services and are placed through Lutheran Family Services and have an approved I-485.
- SIJS status youth are not eligible

C) Describe the county's procedures for prioritizing services in the event that demand for services exceeds your programs capacity. Address how the following factors will be considered in prioritization of services.

- *Emancipation or risk of emancipation from child welfare or exit from the Division of Youth Corrections after age eighteen*
- *Previous participation in Chafee services or transfer of services from another county or state*
- *Risk or history of homelessness and/or human trafficking*
- *Youth in RCCF placements may be opened when they are within 90 days of stepping down to a lower level of care*
- *Youth ages 14-15*
- *Youth who entered Adoption Assistance after age 16*
- *Youth who entered Relative Guardian Assistance after age 16*
- *Enrollment and progress in post-secondary educational activities, internships or apprenticeships*
- *Enrollment and progress in workforce development opportunities*

The Adams County Chafee Program can provide services to up to 45 youth in the program at any given time and priority will be given to those youth as listed above to ensure emancipating youth receive services as they usually have fewer supports available to them. Youth already receiving services in another county and transferring in would also receive priority to prevent a gap in services. Youth that are homeless, youth involved in human trafficking, or youth at risk of either would also be priority cases to try to help them gain stability and minimize their level of risk in the community. All other situations will be assessed on a case by case basis when prioritizing.

In 2016, we developed the Basic Life Skills group curriculum for 14-15 year olds, and youth who were referred, attended a monthly workshop. BLS was designed to be an "entry" to Chafee services and provides youth with basic information including saving money, goal setting and navigating public transportation. Chafee eligible youth were opened and assigned an IL case ID. Outreach efforts and workshops attended were documented in Trails under Group/Activities. Youth who are eligible for Chafee then transition from BLS to a traditional Chafee case. As we collaborate with YIT to provide these services, BLS is open to any youth



involved with the agency, including youth who are not Chafee eligible, but could benefit from the program.

While youth are waiting for Chafee services, caseworkers continue to partner with kin or placement providers to ensure that “teaching moments” within the home environment are occurring. This includes daily living skills, seeking out/scheduling medical appointments, job seeking and employment skills, public transportation skills, money management and obtaining vital documents. Youth who are in a school environment are encouraged to participate in the classes the school offers regarding independent living skills. Often youth are assigned either a CASA, YAP or CFRT worker who can assist with navigating resources within the community. Caseworkers are expected to document these activities in Trails to reflect the youth are receiving Independent Living activities.

**3. Program Narrative:** *Describe in bulleted detail and short summary how the program will design and deliver individualized services to achieve the purposes below.*

**A) Legal permanency and lifelong connections**

- 1) Describe how the County child welfare agency will help young people identify, develop, and strengthen relationships with family, kin, mentors, and other supportive adults through the course of normal casework practice for youth who continue to have ongoing involvement with Child Welfare.

ACHSD utilizes a wide array of tools to ensure youth involve with the agency have every opportunity to have appropriate, supportive relationships with biological family, extended family, psychological family, mentors and other community supports. Among the resources available to caseworkers are:

- Family Team Meetings (FTM's)
- Permanency Round Tables (PRT's)
- Youth Voice meetings
- Diligent Search
- Permanency Pacts
- Snapshot of Support
- Youth Connectedness Scale
- Genograms
- Colorado Teen Project
- Dream Makers
- Youth Advocacy Program (YAP)
- Court Appointed Special Advocates (CASA)
- Child Family Resource Team (CFRT)
- Adoption
- Allocation of Parental Rights (APR)
- Relative Guardian Assistance (RGA)

Youth assist with identifying their support network and permanent connections through all of these resources, but especially through development of Independent Living (IL) plans (ITP/ETP or Chafee plan) with their caseworker or Chafee worker. Caseworkers are always mindful of potentially supportive relationships and nurture those potential relationships while ensuring for the safety of the youth by following appropriate protocols.

- 2) Describe how the CFCIP program will serve as a support, rather than a replacement to the efforts described in question 1 above, including your program's use of the Youth Connections Scale and other tools to support the development of lifelong connections.

After a Chafee case is opened and a youth is assessed, we meet with them for a follow-up appointment to develop their Chafee IL Plan. We invite their team members and providers to attend the meeting, and through development of that plan, youth identify people they

feel are part of their support system. We encourage them to “think outside the box” and they have often noted previously unidentified resources for support. When developing Chafee plans, we urge youth to think of anyone in their life who can be a support to them and that can be involved with their transition at some level. We include:

- biological, extended and psychological family
- teachers and coaches
- therapists
- current and former placement staff/foster parents
- clergy/faith based resources
- current and former caseworkers
- friends
- mentors

We encourage them to think past the professionals in their lives and consider who they would choose to be involved in throughout their transition. Caseworkers are always provided with a copy of the plan to ensure they not only know goals the youth has self-identified, but the people they consider part of their support network. The Youth Connectedness Scale may be utilized at any point in their involvement with ACHSD, as well as when they are in Chafee After Care. We hold joint activities with current Chafee youth and After Care youth, and many long-term friendships and relationships have developed through these activities. With the introduction of Permanency Roundtables and Youth Voice meetings in Adams County, youth have even more involvement in identifying their long-term supports and what type of support these individuals are willing and able to provide. In addition, although not every youth who has a Permanency Roundtable (PRT) is involved with Chafee, Chafee Workers attend PRT’s and Youth Voice staffings for youth involved with the Adams County Chafee Program as Internal Consultants or Support Persons whenever possible. This may include travelling to other counties to assist in the process as External Consultants. We also attend FTM’s and staffings whenever possible, and support youth in being proactive at these meetings to ensure their team understands relationships that are important to them and could be cultivated.

- 3) For Chafee eligible youth who have aged out of foster care, describe how your CFCIP program will help young people identify, develop and strengthen relationships with family, kin, mentors, and other supportive adults, including your program’s use of the Youth Connections Scale and other tools to support the development of lifelong connections.

Chafee workers have many of the same tools listed in questions 1 and 2 available to them in our continued work with youth as After Care clients. Additional supports for After Care clients may include:

- After Care group provides an opportunity for youth who were in care to connect to other youth with similar experiences. They are often in a position to provide support and resources for one another through peer-to-peer support.
- Youth are encouraged to get involved in the community through volunteering, faith-based programs, community events, Bridging the Gap events, etc. to encourage interactions with non-agency professionals.
- Diligent search can and has been utilized to attempt to locate specific relatives our After Care youth would like to contact.
- Joint activities for all Chafee program youth can and have resulted in “natural mentoring” situations that benefit both the older and younger youth.
- We update Chafee IL plans with youth when they have achieved their previous goals or there are significant changes to their situation, and each update is an opportunity to identify new supports that can be pursued.
- Youth who reconnect to family members are counseled and assisted with the process to help address issues as they arise.

- Both the Chafee program and YIT have active Facebook pages that help youth stay connected to one another. One Chafee worker also has a professional Facebook page and many former clients have reconnected and share updates on their lives and resources for other youth.
- Utilizing community based mentoring programs such as Colorado Teen Project and Choices Program for youth interested in the opportunity.
- Youth are encouraged to participate in the development of the new Metro Youth Alliance (MYA), a collaborative youth advisory board involving Adams, Arapahoe, Denver, Douglas and Jefferson Counties. We notify program youth of MYA activities through flyers, group announcements and Facebook posts.

## B) Wellbeing

- 1) Describe the services the program will provide to help youth meet their physical, dental and mental health needs. Include your program's efforts to educate and enroll youth in Former Foster Care Medicaid.
  - Chafee can provide individual consultation to youth to assist with any personal and confidential issues and make referrals to appropriate resources when necessary.
  - We collaborate with the University of Colorado School of Nursing to provide a Life Skills group centered on Health and Hygiene. The group covers general physical and dental health issues the youth may have and provides for a Q&A in an open, honest environment.
  - We collaborate with our county nutritionist to present information about choosing a diet that is beneficial to their overall health as well as signs of any vitamin deficiencies.
  - Chafee provides education to youth about options for medical care based on immediate needs (i.e.: PCP, doctor's office/clinic, Urgent Care, Emergency Room).
  - Chafee staff can assist youth in locating medical, dental and mental health providers that accept Medicaid.
  - Chafee staff ensures that all active After Care youth who are eligible for Former Foster Care Medicaid are currently enrolled. We can easily confirm if their FFC Medicaid case is open through a Trails search.
  - Chafee staff have attempted to contact former Chafee clients under the age of 26 to provide information about Former Foster Care Medicaid so they may be reactivated and have health coverage. If a former foster youth under the age of 26 reconnects, we confirm their Former Foster Medicaid is open. We contact CDHS when there are issues or errors with a youth's eligibility. In addition, if a youth moves out of Colorado after their child welfare case is closed, Chafee staff ensure they are aware their Former Foster Care Medicaid will be deactivated, but may be reinstated if they return prior to age 26. We may facilitate reactivation or refer them to an appropriate resource if they are not living in Adams County. This is often the case with youth who go to Job Corps or those who find family members and move to reconnect.
- 2) Describe the services the program will provide to help young people make informed sexual health decisions and meet their sexual health needs.

- Life Skills group youth attend two groups presented by Tri-County Health Department: Abstinence/Birth Control Methods and Sexually Transmitted Infections. They receive the most accurate and up-to-date information possible through this program, as well as a variety of confidential resources they can access.
  - Life Skills group members also participate in groups regarding Healthy Relationships and Healthy Sexuality presented by Rainbow Alley, Chafee or Internal Treatment Team staff. These groups are presented twice a year as part of the group curriculum.
  - Through our partnership with Tri-County Health, the Chafee program has condoms available for all youth at all times. We regularly provide information about local resources (i.e. Planned Parenthood, Tri-County Health, local clinics, etc.) and make referrals, as needed.
  - We have worked with several transgender and questioning youth and have utilized various community resources including Rainbow Alley, The Center and Corey Barrett (private provider) to assist in our work with these youth. We strive to ensure that these youth receive very specialized referrals and services as this population can be at increased risk if in the community without supports.
- 3) Describe the services and supports the program will provide to young people who are pregnant and parenting.
- Approximately every other summer, we collaborate with our Internal Treatment Team to provide a one-day workshop on relationships and parenting.
  - We utilize and refer youth to community based services such as Tri-County Health/Nurse Family Partnership, CSU Extension classes, Child Find, Head Start, A Precious Child, CCAP and Qualistar, parenting classes and fatherhood boot camps/rights resources, among others.
  - We may refer pregnant/parenting teens to available housing programs including Hope House, Warren Village, Mercy House, Father Ed Judy House/Catholic Charities, Bannock Youth Center/Volunteers of America, etc.
  - We provide ongoing, individual support to our young parents throughout the duration of their Chafee case. We assist them with gifts for their children at the holidays as most of them cannot afford to purchase anything on their own.
- 4) Describe the services the program will provide to help young people make healthy relationship decisions.
- Youth in Life Skills group attend a group on what a healthy vs. unhealthy relationship looks like. This group is currently facilitated by a therapist with our Internal Treatment Team, although we have also utilized staff from Rainbow Alley and Safehouse Denver.
  - Approximately every other summer, we collaborate with our Internal Treatment Team to provide a one-day workshop on relationships and parenting.
  - When needed, youth may be referred to Community Reach Center, groups through CSU Extensions or other therapeutic/intervention programs to address issues within their relationships or help them work toward healthy, stable relationships.
  - Utilizing "Tea Consent" video in group or with individual youth

- Unfortunately, on occasion Chafee staff have had to involve law enforcement to ensure the safety of our clients when they have reported incidents of abuse.
- 5) Describe the services the program will provide to help young people make healthy lifestyle decisions.
- Youth in Life Skills groups are provided with education about nutrition, shopping and cooking. These groups include information on eating healthy on a budget as well as safety precautions during food preparation. We partner with our county nutritionist to provide valuable information about healthy diets and the effects of nutrient deficiencies.
  - Ongoing individual/group discussions with youth about topics that may include:
    - healthy eating
    - exercise/extracurricular activities
    - substance abuse/legalization of marijuana
    - tobacco use
    - sexual health
    - safe relationships
    - responsibilities when driving
    - RTD's "Dumb Ways to Die" video with youth utilizing public transportation
    - volunteerism
    - prosocial activities
    - faith-based support services
    - behaviors that could lead to criminal charges (i.e.: sexting)
- 6) Describe how your program will collaborate with family, kin, mentors, other supportive adults, community health and mental health centers, and community partners to support the wellbeing of young people in the program.
- Youth are asked to identify specific support people and how they would utilize those supports. While one person may be a support for a place to stay, another might be utilized for a ride to a medical appointment. Youth are often surprised by the number of support people they have in their lives once they think about it, and others need assistance to build that network.
  - Youth often struggle after leaving the system and we work with those youth to access services they may need. We assist them in connecting or reconnecting to appropriate resources, when needed. Often, services through a mental health agency are necessary, especially for those having great difficulty adjusting to being out of care.
  - After Care group provides an opportunity for youth who were in care to connect to other youth with similar experiences. They are often in a position to provide support and resources for each other through peer-to-peer support. They can provide each other a different level of encouragement and support than they receive through professionals in their lives.
  - Joint activities for all Chafee program youth can and have resulted in "natural mentoring" situations that benefit both the older and younger youth.
  - Youth are encouraged to get involved in the community through volunteering, faith-based programs, community events, Rainbow Alley, Bridging the Gap events, etc. to encourage interactions with non-agency professionals.

- Youth who reconnect to family members after leaving care are counseled and assisted with the process to help address issues as they arise.
  - Youth at certain postsecondary education programs are connected to Fostering Success, a program that assists former foster youth in adjusting to college life. They provide support in a multitude of ways including school/dorm supplies, counseling, activities and tutoring.
  - Youth have been utilizing Dream Makers, a program that reaches out to teens who are aging out of the foster care system without family support. They strive to empower youth by providing them opportunities to dream about their future. They fulfill dreams related to employment and education needs for these youth.
- 7) Describe how your program will collaboratively serve young people with physical and developmental disabilities.
- Youth with disabilities are referred the Chafee program when the caseworker believes they may benefit from services. These youth are assessed and recommendations are made:
    - If it is determined that a youth would be able to understand the concepts of independent living at the level we teach, which is at a 9<sup>th</sup> grade level, they will begin to attend group or meet with a worker one-to-one to improve their skills.
    - Recommendations for activities and challenges to improve their skills without an open Chafee case may be made. A youth may be referred to SWAP, North Metro Community Services or Honeyman Services, Inc. for more appropriate life skills education.
    - A recommendation that the youth be referred to Vocational Rehab or for Adult Services may be made at any time if the youth's ability to comprehend information and care for themselves on their own is in question. We will problem solve with the case worker in these situations.
- 8) Describe how the program will support the cultural and linguistic needs of the young people you serve and unique ways in which your program will serve young people with varying racial and ethnic backgrounds, sexual orientations, and gender identities.
- As the Adams County Chafee program has had several URM clients on our caseloads for the past three years, we are always trying to obtain more information on best practices in working with these youth. This includes participating in CDHS URM Quarterly meetings when possible, as well as educating ourselves about the youth's history and region they came from.
  - Our program strives to provide culturally responsible services to our youth and if we cannot meet their needs, we try to locate and secure supplemental services that can fill that void. For example, a Native American youth may be referred to DIFRC or DIC to receive additional services that are culturally specific.
  - Chafee clients often have issues around sexual identity and sexual orientation. Chafee workers strive to have open, honest relationships with our youth that allow them to share their issues and concerns so we can help them to the best of our ability. Program staff has become more and more familiar with local community resources that can offer them information and support. We refer youth to these resources any time they confide their struggles so they can have additional supports

in place while determining who they are and what they envision for their future relationships and sexual identity.

- AS GLBTQI youth would often benefit from additional support services, youth are often referred to community resources including The Center, Rainbow Alley and Cory Barrett, a private provider who was affiliated with The Center for many years and continues to work with GLBTQI youth through grant funding. Program staff take extra care in working with these youth and seek applicable training to ensure their needs are being met as they can be at increased risk of maltreatment and self-harm.

### C) Safe and stable housing

- 1) Describe how the county uses Independent Living Arrangements (ILA) and other transitional living services to help youth develop self-sufficiency skills prior to emancipation. Address any ways in which the county uses ILA to support connections with supportive adults.

ACHSD may offer ILA stipends to youth 16 and older who meet specific criteria. When a supportive adult is identified, a background check is completed and if approved, an independent living contract is created with goals and objectives the youth has to complete in order to receive a stipend. Through the use of stipends, youth contract to receive a dollar amount attached to a certain task or goal. As they accomplish those tasks or goals, they receive an appropriate stipend to help support them in their IL situation. The caseworker works and documents the plan in Trails and provides monthly reports on progress as well as works with the support person in providing independent living skill opportunities. The maximum amount a youth can earn is up to \$800/month, increased in 2016 from \$500/month. An ILA may be approved for placement with a non-relative, positive permanent connection or for a scattered site apartment. We also utilize transitional programs such as Third Way Lincoln, Next Steps to assist youth in preparing for their eventual emancipation. In addition, Adams County has a contract with Shiloh Homes to operate a two bedroom independent living house that youth may reside in to assist them in transitioning into independence. This house is assigned a "house caseworker" who works specifically with them on their day to day needs. Youth who meet the criteria to live in the IL House have the opportunity to practice living on their own with a safety net provided through continued involvement with ACHSD. The youth has to have an OPPLA goal and the ability to show progress in treatment, consistent responsibility and consistent ability to make good decisions. As housing options in the Denver Metro area are limited and increasingly expensive, ACHSD and Shiloh are currently in discussions about potentially opening some form of IL housing or scattered site apartments to serve additional appropriate youth. If approved, this would be a supervised independent living situation for youth transitioning from higher levels of care. Once it is determined that a youth can live independently, a staffing occurs and the transitional case manager works independently with the youth to assess their needs and determine what is required to ensure the youth's success. Youth are expected to be employed and/or attend an education program and to actively work toward their emancipation. When they are ready to move to an IL situation, youth who are still in care may receive county funding to pay application fees and deposits as well as set up their new home. They may also contract to earn a stipend until their child welfare case is closed.

- 2) Describe the housing supports, including financial assistance (fees, deposits, rental assistance, and emergency funds), referral services, and assistance locating housing, the program will provide to help youth secure safe and stable housing.

After Care youth may be referred to Family Unification Program (FUP), Volunteers of America (VOA), Colorado Access or other programs for housing assistance. They may be assisted with application fees, deposits, household items, furniture, food, etc. through Chafee housing dollars (2801). FUP and VOA may also be utilized to provide financial assistance when youth are securing housing. In addition, ACHSD has developed a program

called Building Blocks for Young Adult Program (BBYAP). Youth who emancipated from ACHSD custody can request funding for a variety of needs, including housing until the age of 24. BBYAP funds have been used to meet the needs of a multitude of youth who were either not in Chafee, who have aged out of Chafee or when Chafee funds were unavailable. Youth are also able to contact adolescent caseworkers or Chafee workers within Adams County through YIT and Chafee Facebook pages that are monitored daily. There is an in-house Benefits Navigator that can assist youth in determining eligibility and signing up for appropriate benefits. As we move to a new county building in September 2017, clients will have the opportunity for “one stop shopping” as eligibility programs, the housing authority, Child Welfare, the Workforce and Business Center, Chafee, etc. will all be housed under one roof. This will improve access to and assistance with applying for various supportive programs. We work closely with the youth to develop a reasonable, working budget prior to move out so they are as prepared as possible for the reality of being self-sufficient and revisit their budgets often when they are living on their own. Most recently, we have begun collaborating with the Dream Makers program to provide items that support youth in their transition to independence. They are often able to assist with funding and household related items.

- 3) Briefly describe barriers to securing safe and stable housing in the communities you serve and efforts your county is engaged in to address those barriers.

There is a consistent lack of transitional housing resources for our emancipating youth that can provide them with an opportunity to learn the skills they need while living in a realistic environment. The options for a youth who is out of care are very limited and if they do not have openings, they can be wait-listed for several months. Many of our youth have significant mental health needs or substance abuse issues and maintaining housing on their own proves very difficult. Housing programs through mental health, FUP and VOA are utilized when appropriate and available. Currently, the lack of affordable housing in the Denver metro area is a significant barrier for youth, even for those with housing vouchers as it is difficult to find housing that is within the payment standard, at times resulting in a youth's voucher expiring before they are able to secure stable housing. We are connected to a property manager who facilitates groups on searching for appropriate housing and understanding leases so youth have as much information as possible to make informed decisions about their housing. In August 2016, our agency entered into a 3-year MOU with Mile High United Way/Bridging the Gap to be a partner agency in regard to FUP vouchers. The MOU allows for youth currently in foster care to be referred and utilize the vouchers with a case worker providing the case management. As we feel strongly that moving directly from foster care to public housing is not an ideal transition plan and it is our only viable housing options for older youth, we rarely refer youth directly from care. FUP is our primary housing assistance resource for After Care youth, and we prefer to utilize it closer to age 21, when possible. At this time, the waiting list is approximately one year. Youth are required to attend the walk-in orientation to be placed on the waiting list, and we work with youth to ensure they have the documents needed when they attend.

- 4) Describe ways in which the program will collaborate with family, kin, mentors, supportive adults, housing authorities, or community partners to help young people secure safe and stable housing.

Chafee program staff work with youth to consider all possible housing options including housing vouchers, renting rooms, or living with a roommate. Many youth reconnect to family members or psychological family members after leaving care, more notably since the implementation of PRT's. We can assist them in exploring possible housing options with these resources. We may provide roommate questionnaires to address issues prior to move-in, simple leases to use in room rental situations, and assistance with apartment searching. Our program works in conjunction with programs like FUP and VOA to help youth maintain housing once it has been secured. We are connected to a property manager who facilitates groups on searching for appropriate housing and understanding leases so youth have as much information as possible to make informed decisions about their housing.



- 5) Describe the status of the county and CFCIPs partnerships with local runaway and homeless youth (RHY) providers, and/or continuums of care (CoC) including efforts underway, through those partnerships, to prevent youth from discharging from foster care to a homeless shelter facility.

ACHSD has a long history of collaborating with Urban Peak, the primary homeless shelter in Denver for young people. Other programs in the Denver Metro area we may work with include Bannock Youth Center/VOA, Comitis, Samaritan House, Colorado Coalition for the Homeless and Open Door Fellowship. When appropriate, we can work with other providers outside of our area, such as The In-Between in Boulder County and Urban Peak in El Paso County. We work with a youth and their case manager to assist the youth in obtaining steady employment and permanent housing. These youth are primarily in After Care and discharged from care to a living situation that did not work out and is no longer viable. On occasion, a youth will transition out of care to a homeless shelter. This is never our first choice and only occurs after all efforts to stabilize a youth have been exhausted. Unfortunately, these youth are often struggling with mental health or substance abuse issues and are refusing to comply with agency recommendations and court orders. Many times, these youth are "done with being in the system" and request their child welfare case be closed, even if they do not have a housing plan. Fortunately, it is often the case that after some time away from the "system", they are more willing and able to follow through with the things they need to do to become stabilized. This is a prime opportunity for Chafee After Care services to be of benefit and if we have previously closed a case due to refusal of services, we can re-open their Chafee case and coordinate with shelter staff to help them obtain stability.

- 6) Describe the status of the County and CFCIPs efforts to reengage youth who may be receiving services through an RHY provider and are Chafee Eligible, and/or may be on the run from foster care.

If a youth who is freed for adoption and has an OPPLA goal runs from care prior to their 18<sup>th</sup> birthday, the child welfare case is held open until their 18<sup>th</sup> birthday. If they do not return, a motion to dismiss is submitted to the court after their 18<sup>th</sup> birthday requesting approval to close the case. For youth with a goal of "Return Home" where parental involvement is active, the case is held open for 30-60 days before a motion to dismiss is filed. The length of time a case is held open in this situation is on a case-by-case basis. For example, a case involving a teen mother may be held open longer with the hope she will return and reengage with services. As Chafee services are available until age 21, the youth may reconnect for services any time and the case can be reopened as long as they are eligible. This situation does require that a youth did not run prior to their 18<sup>th</sup> birthday and was in a paid placement on that date. We are often contacted by Urban Peak in these situations to reopen a case for a youth who left placement prior to their child welfare case being closed.

#### D) Secondary educational attainment

- 1) Describe how the program will support or encourage young people as they work to complete their high school diploma or GED.

All youth are encouraged to work toward an educational goal and we adjust programming for youth, as needed. For example, if a youth is in high school and it was determined they would benefit from Life Skills group but there is a scheduling issue, we will work them one-to-one until their schedule allows for group attendance. Chafee workers always take a youth's school schedule into account when setting up appointments and if a meeting must occur during school hours, it will be scheduled during a less intrusive time such as lunch or study hall. In some cases, youth have been able to receive high school credits for attending Life Skills group when we have provided their school with information about the groups they attended. Chafee workers also attend school meetings and staffings when requested to provide an additional layer of support to the youth. We are strong advocates for youth who

are struggling or may be behind in school and could consider alternative programs to reach a more attainable goal. Fortunately, there are many options available to youth who struggle in traditional public schools including alternative schools, online and credit recovery programs. If an alternative is deemed appropriate, we can assist youth in the referral process, especially those who did not complete an educational goal while still in care. In the past, we have assisted with class related fees and graduation supplies, however, we now defer to HB 08-1019, Section 2, 22-32-128, (7) which states that foster youth will have all school related fees waived. Our program is also able to connect youth to some free or low cost resources for senior photos, depending on where they live and their availability.

- 2) Describe ways in which the program will collaborate with family, kin, mentors, supportive adults, and education and community partners to support the achievement of high school diplomas or GEDs by youth in your program.

ACHSD consistently participates in the Celebration of Educational Excellence to ensure all foster or Chafee youth involved with ACHSD who achieved an educational goal while in foster care are recognized. The Chafee Program Coordinator sends out the information agency-wide and reviews, documents and submits the referrals to ensure all eligible youth are offered to opportunity to participate. Youth are encouraged to bring family members, friends, foster parents/placement providers, therapists, teachers, coaches, CASA's, GAL's, YAP workers, or anyone else who supports them to the event. As CDHS provides each youth a significant graduation gift at the ceremony, we provide an incentive card to youth with open Chafee cases, when our budget allows. Chafee youth receive a congratulatory card and motivational pin from the program.

#### E) Post-secondary training and educational attainment

- 1) Describe how the program will support and encourage young people as they work to complete their postsecondary educational goals.

Chafee program staff are excited when a youth chooses to pursue postsecondary education. They are encouraged to utilize the tools offered through the College In Colorado website throughout the various stages of planning for school. We can assist them in exploring their interests and corresponding programs, as well as with applying to colleges/vocational programs, scholarship searching/applications, financial aid applications, ETV applications, College Opportunity Fund, etc. We may take them to tour a school or program they are interested and meet with a school representative to make sure any questions they have are addressed. Youth at certain postsecondary education programs are connected to Fostering Success, a program that assists former foster youth in adjusting to college life. The program provides support in a multitude of ways including school/dorm supplies, counseling, activities and tutoring. Youth may be referred to schools connected to the Western Undergraduate Exchange Program to help with costs if they want to attend school out of state. We refer youth to the Educational Opportunity Center and take them to meet with staff there, when appropriate. Colorado Challenge is a resource available to youth attending one of seven participating Colorado colleges, and they may be referred until the grant runs out in May 2018. The program offers foster and former foster youth individualized support services to improve their outcomes and successfully complete their post-secondary educational goals. Chafee staff provide ongoing support while youth are in school which may be psychological or monetary, such as helping with rent during a difficult month. We recognize that attending a program while trying to maintain housing and employment is extremely difficult and will support them in any way we can. Our program often refers youth to technical programs, Job Corps, Mile-High Youth Corps and the military when they are not interested in a traditional college education.

- 2) Describe how the program will collaborate with family, kin, mentors, supportive adults, institutions of higher education, and community partners to support the achievement of postsecondary certifications or degrees by youth in your program.

ACHSD participates annually in the Celebration of Educational Excellence to ensure all foster or Chafee After Care youth who obtained a diploma, GED, degree or vocational certificate are recognized. Again, the Chafee Program Coordinator sends out the information agency-wide and reviews, documents and submits the referrals to ensure all eligible youth are included. These youth have often aged out of care and many times out of Chafee as well, however, we try to maintain contact and follow up with youth when they are graduating so they can be referred. Youth are encouraged to bring family members, friends, foster parents/placement providers, therapists, teachers/coaches, CASA's, GAL's YAP workers or anyone else who supports them to the event. As youth receive a substantial graduation gift from CDHS at the ceremony, Chafee provides a small token gift to active clients when our budget allows. All Adams County Chafee and former Chafee youth receive a congratulatory card and motivational pin from the program.

#### F) Adequate employment

- 1) Describe how the program will help young people gain the experience and skills needed to be employed, ways your program will help young people locate job opportunities, and ways your program will help employed youth maintain employment.

The Chafee program offers numerous opportunities for youth to gain employment skills as well as employment. Traditionally, two weeks of the Life Skills group curriculum are focused on employment. The first week, staff from the Workforce & Business Center (WBC) discuss filling out applications, interviewing skills and maintaining employment, followed by a group tour of the offices during a subsequent group. On the tour, youth are able to set up an account through [www.ConnectingColorado.com](http://www.ConnectingColorado.com) as well as see what the facility has to offer. The WBC is the primary resource for employment services for foster and Chafee youth and they offer a multitude of resources including job referrals, self-help computer stations, access to job listings and internships. We will soon be housed in the same building with WBC, allowing for much easier access to services and can walk youth directly over to meet with a case manager. We receive all job fair notices through the WBC and post them on our program Facebook page. Additionally, we have offered a "Work Experience" for our clients for many years. Youth are "hired" to complete projects at ACHSD such as prepare mass mailings, assemble training binders or work on our Community Resources booklet when it is time to reprint them. Youth are paid minimum wage and in addition to earning a small amount of money, they gain on-the-job, professional office experience they can use on resumes, while also using program staff as a reference. Chafee staff also assist youth with developing their resumes and have flash drives with various resume templates they can choose from. After their resume is completed, multiple copies are printed on the paper of their choice and they keep the flash drive so they can make changes easily. If a youth is struggling to obtain employment or wants to improve their interviewing skills, we may do mock interviews and record them so we can show the youth areas of improvement. Program staff also assist with employment needs such as uniforms, specific footwear, tools/supplies and transportation costs to help them maintain employment. When our budget allows, we have contracted with the Strive For Students/Career Services Network to provide either a one-day or three-day Work Readiness workshop for youth. Youth leave the workshop with exceptional skills for completing a job application, developing their resume and increased confidence when interviewing for jobs. As we have been working with the program since 2003, they will plan trips to Colorado from Arizona around our schedule so we do not have to pay for their travel and we only pay lodging and transportation for the time they are in Denver for the workshop. Youth who completed the workshop receive a certificate, a copy of their mock interview and a small incentive.

- 2) Describe how the program will collaborate with family, kin, mentors, supportive adults, local workforce centers (WIA / WIOA), and community based workforce programs to help youth prepare for and attain adequate employment.

Chafee program staff work with providers to coordinate employment services for youth. Our program utilizes a Facebook page to send out information about job fairs and hiring events. Information is sent out to providers and caseworkers who are working with our youth to make sure they are aware of the opportunities available. If a youth has a CASA or YAP worker on their case, they may be tasked to assist the youth in their job search, completing applications and working on their interview skills. This is an excellent opportunity for a CASA or YAP worker to spend time with the youth and enhance their relationship while building lifelong skills. We work closely with our WBC and supply referral letters for eligible youth to assist with the WIOA enrollment process. As previously mentioned, they present at our Life Skills youth and we take them to the WBC for a tour to follow-up. Our WBC office is currently located in Brighton, so ACHSD and the WBC began a new collaboration on 7/1/15 that provides office space at our agency for a WBC Intake Specialist to be available to all of our youth in care one day a week. Youth who have difficulty with the distance to the WBC can meet at the Children and Family Center (CFC) to complete their intake and their assigned Case Manager can then meet with them at the CFC, at school or anywhere in the community. In September 2017, we are moving our offices and will be housed in our new building along with the WBC, making it easier for our youth to access services.

- 3) Describe your County and CFCIP utilize the Reasonable and Prudent Parent Standards to support youth in engaging with employment opportunities while in foster care.

While a youth is in care, they are given the opportunity to begin working and when approved by their team. Minimally, the provider is expected to be familiar and have open communication with the employer, although often a caseworker and /or Chafee worker will work with them directly, as well. Youth who are doing well in school and in the home are encouraged to work outside the home or facility so they can begin to save for their transition out of care. Work hours and number of hours worked are determined by their schedule, progress and grades in school, as well as behavior at home and in the community. If a youth begins to struggle, those issues will be taken into consideration and adjustments will need to be made. If a youth is a sexual offender, great caution is used to ensure they are not working in a situation that allows for contact with children or violates the terms and conditions of probation or diversion.

#### G) Financial stability

- 1) Describe how the program will work with youth to develop a functional knowledge of budgeting, money management, and basic financial literacy.

As part of the Chafee Life Skills group curriculum, youth begin to learn about money management through groups on budgeting, banking and credit over a three-week span. Bank or credit union representatives present information about savings, checking and credit so youth receive detailed information from professionals in the banking field, and have opportunities to practice the skills while in group. Budgeting and money management are concepts we address on an ongoing basis both through groups and individual work with youth. The Chafee worker may use a three-month bill pay exercise to help them understand the concepts of paying bills and knowing what their income vs. expenses are at all times. The worker mails "bills" to the youth and they must "pay" them in a timely manner or pay "late fees". Youth must keep track of their account balance to ensure they do not "bounce checks". It can be a useful tool for youth struggling with the concept of bill paying. We also use self-sufficiency calculators to give them a realistic picture of life on their own or to help them budget when they are already emancipated. We provide a yearly Income Tax group to help youth either fill out their tax forms for the previous year or practice filling out the forms with a mock W-2 form. In February 2017, we collaborated with Jefferson County Chafee and they brought youth from their program to attend our Income Tax group and we plan to continue to make it an annual event. Youth are also provided with information on locating Volunteer Income Tax Assistance (VITA) sites for free tax assistance that they can access in the future. Youth are assisted individually with completing tax forms, as needed. The majority of youth are encouraged to save at least 80% of any income they have while

they are still in care so they can be more prepared for the costs of moving out on their own. This is generally included in their Chafee Independent Living Plan.

- 2) Describe how the county will provide youth in out-of-home care with practical money management experience prior to emancipation or discharge, including providing opportunities to open savings and/or checking accounts.

Youth work with caseworkers to discuss budgets and the money it will take to live independently. They are encouraged to be signed up with their local WBC to increase their skills and employability. Once foster youth are earning their own money, it is suggested that they save 80% of each check towards their emancipation and practice budgeting the remaining 20% to demonstrate their ability to manage their funds between pay periods. Youth are encouraged to and assisted with opening checking and savings accounts to practice budgeting their money. Some of our foster parent providers will assist youth in investing their savings into CD's after they have saved a substantial sum. Youth are also required to complete a realistic budget per their IL plan. These discussions are documented in the Independent Living Plan section in Trails.

In working with youth to develop a positive credit history, a local credit union suggested a program involving use of secured credit cards to allow youth the opportunity to use credit in a limited manner. A secured credit card can help establish, strengthen and even rebuild credit. Chafee would encourage exploration of a "pilot" program where youth on an IL stipend could be issued a credit card with a defined amount they can spend to demonstrate responsible credit card use.

In addition, the Life Skills group curriculum provides for groups specific to budgeting, banking and credit where they receive information that will assist them in beginning stages of money management. Chafee staff also work individually with emancipating youth around all aspects of money management as they are prepare to leave care.

- 3) Describe ways in which the program will help young people manage their personal finances.

Youth are encouraged to open a bank account once they have income. Often, their foster parent or provider will be a co-signer on the account so they can monitor the use on the account. No staff member from ACDHS is ever a co-signer on an account, but we will inquire about the status of accounts on an ongoing basis. We will often have them save their receipts and enter them on to a spread sheet so they can visually see their income vs. expenses and where they are spending the majority of their money. We do not judge their expenses, but show them the need to prioritize if something is important to them but cuts into their savings. We consistently encourage them to save 80% of their pay and work with them to budget the remaining 20% so they can prioritize their spending. When we complete a Chafee plan with a youth, we usually set a savings goal of a minimum of \$3000 prior to moving out on their own. Some providers will also assist the youth in investing their money, in a CD for example, so they learn about higher returns on their money and the value of investing. If youth are on an IL stipend, their caseworker or Chafee Worker may help them devise a budget as their funds are usually quite limited. If youth are on a FUP voucher, they are immediately connected to Bridging the Gap and are eligible for an Individualized Development Account (IDA). Through BTG, they are able to attend a variety of workshops and activities related to financial literacy. Any youth applying for an ETV voucher is required to complete a budget and we assist them with this process.

- 4) Describe how your program will collaborate with family, kin, mentors, supportive adults, financial literacy programs, and community partners to support the financial education and decision making needs of young people in the program.

Youth who would benefit from more intensive education related to banking and investments are generally referred to Young American's Bank as it specializes in working with young

people. They offer financial literacy classes and make navigation through information about banking, credit and investments very suitable for youth. Youth who are on a FUP voucher automatically receive services through Bridging the Gap and Young American's Bank to help them save and plan for their expenses more efficiently through the use of IDA's. ETV applicants are required to complete a Student Budget Worksheet and it allows for them to acknowledge real costs when living on their own, as well as school related expenses. They must take into account all of their income, including scholarships and student loans as well as their debt. We have previously collaborated with Banking on Our Future/Operation Hope to provide a one-day workshop addressing the importance of fiscal planning and the options available. They remain a resource for future workshops related to financial education for our clients.

#### H) Successful transition to adulthood from foster care.

- 1) Describe ways in which the program promotes and supports normalized experiences among young people through age or developmentally appropriate activities. At what age do these activities begin, and why?

Although involvement in normalized activities for foster youth is supported at a younger age, Chafee workers develop individualized Chafee plans with each youth following their assessment beginning at age 16. We base it on their goals and needs and update it when there are major changes to the plan. The Chafee program provides many venues for developmentally appropriate activities including several levels of groups, experiential activities and socialization activities. Youth are encouraged to participate in extracurricular activities at school and work outside of their placement when appropriate, and we will work with their schedules to accommodate these normalizing activities. The program's philosophy encourages that whenever possible, our clients should be treated like anyone else and that they should have as much of a "normal" teenage experience as possible. Sometimes this means having to deal with the consequences of their behaviors, such as getting fired from a job or not having money to pay their phone bill. We work with them individually to address decision making and how they would handle a similar situation the next time. Throughout the summer and during the holiday's we make extra efforts to offer program youth experiential and socialization activities so they can have more normalized experiences and opportunities for growth.

- 2) Briefly describe any group classes or activities including the name of the group, purpose of the group, intended audience, expected frequency and length of time, and name of the curriculum used for the group, if applicable.
  - Basic Life Skills Group (replaced Youth Connections group) is a monthly social skills group offered as needed that provides younger foster youth with an opportunity to improve both soft and hard skills in a group setting. Topics covered include life mapping/goal setting, time management, volunteerism, the value of saving money and navigating public transportation. Youth ages 14-15 who are involved with ACHSD may be referred and an open Chafee case is not required. Youth who are Chafee eligible will experience a natural transition to traditional services as they get closer to age 16. The Chafee worker connects with the caseworker to generate a Chafee referral.
  - Chafee Life Skills Groups are held weekly and are attended by youth aged 15 to 21 who have an open/active Chafee case. Recommendations for Life Skills group attendance are based upon each youth's individual assessment. This group covers daily living skills such as money management, housing, employment, health, relationships, etc. There are over 20 group topics in our curriculum as we have added some through the years based on need.

- Independent Living Issues Group is a 12-week group held on an as needed basis for youth on the verge of moving out on their own. This is a discussion group about issues such as problems with roommates or landlords, locating and utilizing local resources, and dealing with life issues such as buying a car. This group is appropriate for youth 17 and older who have completed Chafee Life Skills Groups and are preparing for move out within approximately 6 months.
  - After Care group is a weekly drop-in support group for youth who emancipated on or after their 18<sup>th</sup> birthday and have a closed Child Welfare case. This group is generally youth driven based upon what they would like to discuss, but we may also provide a topic for the week, when indicated. Youth also share resources and have often established long-term relationships through attending After Care. This group has been running for over 30 years and former Chafee youth know they can drop in if they need support or want to share how they are doing. We encourage this as they can often provide valuable advice to newly emancipated youth who may be struggling.
- 3) Describe any services not addressed previously in this section that the program will provide to help young people develop life skills and self-sufficiency competencies.

Chafee has the ability of being a program that allows for creative thinking when working with youth. Our direct services with a youth are client driven and based on their needs. We are always open to new opportunities that allow us to assist them in becoming self-sufficient.

One of the highlights of 2016-17, was an all-day collaborative workshop with the Adams County Fleet Division. We had been trying, unsuccessfully, for quite some time to find a local mechanic who would do a "car basics" group with our youth. In our experience, as soon as a youth is able to buy a car and has a small amount of money saved, they buy the first car they find and they usually have issues with that vehicle almost immediately. We wanted to have experts tell them what to think about and look for when buying a car, as well as some basic maintenance tips so they don't break down and have no idea what to do. The collaboration with our Fleet Division could not have been more positive. Youth spent the morning learning about the ins and outs of car buying, from dealing with salespeople to preparing for the costs of registration and maintenance. In the afternoon, they got to be more hands-on, learning about how to change a tire, check the oil and replace wiper blades. We plan to continue this collaboration as it is invaluable information for foster youth, who are often exceptionally excited about buying a car and obtaining their "freedom". Our hope is they will be more mindful of spending their hard earned money and take the time to make a wise purchase.

- 4) Describe collaborative partnerships or leveraging of resources not addressed previously in this section.

The Adams County Chafee program could not function without the support of our collaborative partners. Resources may assist youth in their transition out of care or provide support in maintaining their stability. They include group presenters, workshop facilitators, experiential programs, donors and community resources. Our collaborative partners include:

- A Precious Child
- ACHSD Internal Treatment Team
- Adams County Animal Shelter
- Adams County Fleet Management
- Adams County Government/Wellness Program

- Adams County Workforce and Business Center
- Adoption Exchange
- All branches of the military
- Arapahoe House
- Banking on our Future/Operation Hope
- Bannock Youth Center
- CASA
- CDHS-Emancipation Medicaid
- College in Colorado
- Colorado Teen Project
- Community Reach Center
- CSU Extensions
- Dream Makers
- Educational Opportunity Center
- Education and Training Vouchers
- Exempla West Pines Training Center
- Forward Steps
- Foster Care Alumni of America
- Front Range Community College (and other local community and state colleges)
- GOAL Academy
- Hope Tank
- Informational meetings with the faith-based community upon request
- Jefferson County Chafee (joint activities)
- Job Corps
- Lutheran Family Services/Unaccompanied Refugee Minor Program
- Medicine Horse Equine Assisted Therapy
- Mile High United Way/Bridging the GAP
- Mile High Youth Corps
- Pro Apartments
- Public Service Credit Union



- Rites of Passage (ROP)
- RTD
- Savio
- Shiloh House
- Smart Enterprises
- Strive For Students/Career Services Network
- Thornton Police Department
- Tri-County Health Department/Nurse Family Partnership
- University of Colorado School of Nursing
- Urban Peak
- Victory Outreach Fellowship
- Volunteers of America
- Wells Fargo Bank
- Youth Advocacy Program

#### 4. Targeted Service Delivery:

According to the Midwest Evaluation of the Adult Functioning of Former Foster Youth (Chapin Hall, 2011), the functioning for former foster youth may be generally described in terms of subgroups and characteristics that provide general insights into their specific needs and the potential services they will need. These types may be dynamic but may be used as a guide for programming. Every youth's needs are unique and are to be addressed on an individualized basis.

1. Describe in short, bulleted detail how the program may meet the unique needs of each of the subgroups of foster care youth through targeted service delivery.

**\*\*Statistics (percentages) provided through the Midwest Evaluation of the Adult Functioning of Former Foster Youth longitudinal study are not necessarily reflective of the percentages in Adams County.**

**\*\*Projected Chafee Services overlap into each category and are not defined by the Types and Characteristics as each youth is provided services based on individual needs. Services may or may not be provided if appropriate and is dependent on available resources and funding.**

Subgroup	Characteristics	Targeted Service Considerations
Accelerated Adults 36.3%	<ul style="list-style-type: none"> <li>• Most likely to live on their own in stable housing</li> <li>• One-third experience homelessness</li> <li>• Likely to have a high school diploma</li> <li>• Most likely to attend college</li> <li>• Most likely to be employed</li> <li>• Low rate of criminal convictions</li> <li>• One-third receive food stamps</li> <li>• Two-thirds are female</li> </ul>	<ul style="list-style-type: none"> <li>• Weekly Life Skills and /or After Care Support Group/individual counseling</li> <li>• FUP referrals to MHUW, VOA and other housing programs</li> <li>• Chafee support until age 21 on a voluntary basis/FFC Medicaid until age 26</li> <li>• Funding for application fees/deposits/ household items/furniture/food/utilities when our budget allows</li> <li>• Assistance with interview clothing, uniforms and</li> </ul>

		<ul style="list-style-type: none"> <li>transportation costs for employment</li> <li>• Referrals for ETV and Educational Opportunity Center/College In CO</li> <li>• Referrals for Nurse Family Partnership/ Head Start/Child Find/Tri-County Health</li> <li>• Referrals to CCAP and Qualistar for quality child care when employed</li> <li>• Ongoing support re: healthy relationships/permanent connections</li> <li>• Referrals to Dream Makers for items/gifts that support IL</li> <li>• Experiential Activities to build self-esteem</li> <li>• Referrals to appropriate community resources</li> </ul>
<b>Struggling Parents</b> <b>25.2%</b>	<ul style="list-style-type: none"> <li>• Half have their own place / Half live with others</li> <li>• Most likely to be married or Cohabiting</li> <li>• Most have resident children</li> <li>• Low level of social supports</li> <li>• Least likely to be currently enrolled in school</li> <li>• Least likely to finish high school or attend college</li> <li>• Lowest rate of employment</li> <li>• Low rate of criminal convictions</li> <li>• Most likely to receive need based government benefits</li> <li>• Three-fourths are female</li> </ul>	<ul style="list-style-type: none"> <li>• Weekly Life Skills and/or After Care Support Group/individual counseling</li> <li>• FUP referrals to MHUW, VOA and other housing programs</li> <li>• Chafee support until age 21 on a voluntary basis</li> <li>• Housing financial assistance when our budget allows</li> <li>• Referrals for Tri-County Health/Nurse Family Partnership/parenting classes/A Precious Child</li> <li>• Referrals to CCAP and Qualistar for quality child care when employed</li> <li>• Employment assistance including Workforce/SWAP/DVR referrals/ clothing/transportation costs</li> <li>• Referrals for accelerated educational programs for diploma/GED</li> <li>• Ongoing support re: healthy relationships/permanent connections</li> <li>• Referrals to appropriate community resources/programs</li> </ul>
<b>Emerging Adults</b> <b>21.1%</b>	<ul style="list-style-type: none"> <li>• Most likely to live with family or friends</li> <li>• Least likely to be homeless</li> <li>• Least likely to be married</li> <li>• Least likely to have a child</li> <li>• Most likely to have strong social supports</li> <li>• Likely to have finished high school and have at least some college</li> <li>• High rate of employment</li> <li>• Lowest rate of criminal convictions</li> <li>• Over half are male</li> </ul>	<ul style="list-style-type: none"> <li>• Life Skills/IL Issues/After Care group/individual counseling</li> <li>• Support services to youth on stipends</li> <li>• Ongoing support re: healthy relationships/permanent connections</li> <li>• Support re: savings goals/budgeting/money management education</li> <li>• Transition planning</li> <li>• Referrals to MHUW for FUP and other housing programs</li> <li>• Referrals for Workforce/WIOA</li> <li>• Abstinence and birth control education</li> <li>• Referrals to appropriate community resources</li> </ul>
<b>Troubled and Troubling</b> <b>17.5%</b>	<ul style="list-style-type: none"> <li>• Most likely to be homeless or experience residence mobility</li> <li>• Half have children but not living with their children</li> <li>• Lowest levels of social support</li> <li>• Two-fifths have not finished high school</li> <li>• Only one-tenth have some college</li> <li>• Least likely to be currently employed</li> <li>• High likelihood of conviction after age 18</li> <li>• Most likely to be incarcerated or institutionalized</li> <li>• Have mental health, substance abuse issues</li> <li>• Highest rate of victimization</li> </ul>	<ul style="list-style-type: none"> <li>• Weekly Life Skills and/or After Care Support Group/individual counseling</li> <li>• Verification they have active FFC Medicaid</li> <li>• Referrals and support to connect to Community Reach Center or other mental health agencies, substance abuse programs and other community resources</li> <li>• Support/incentives to complete an educational goal</li> <li>• Referrals to Workforce &amp; Business Center/WIOA</li> <li>• FUP referrals to MHUW, VOA and other housing programs</li> <li>• If After Care, funding for application fees/deposits/ household items/furniture/food/utilities, when our</li> </ul>

	<ul style="list-style-type: none"> <li>• Mostly male</li> </ul>	<ul style="list-style-type: none"> <li>• budget allows</li> <li>• Assistance with interview clothing, uniforms and transportation costs for employment, when our budget allows</li> <li>• Chafee support until age 21 on a voluntary basis</li> <li>• Socialization and Experiential Activities</li> <li>• Ongoing support re: healthy relationships/ permanent connections</li> <li>• Referrals to Dream Makers and Colorado Teen Project</li> <li>• Referrals to appropriate community resources</li> </ul>
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## 5. Youth Involvement in Agency Improvement Planning Efforts

- A. Describe how the following positive youth development principles will be incorporated into the program.

<ul style="list-style-type: none"> <li>• <i><u>Strengths-based</u> - Taking a holistic approach that focuses on the inherent strengths of an individual, family or community, then building upon them.</i></li> <li>• <i><u>Inclusive</u> - Addressing the needs of all youth by ensuring that our approach is culturally responsive.</i></li> <li>• <i><u>Engaging youth as partners</u> - Ensuring the intentional, meaningful, and sustained involvement of youth as equitable partners in the programs, practices, and policies that seek to impact them.</i></li> <li>• <i><u>Collaborative</u> - Creating meaningful partnerships within and across sectors to effectively align our work.</i></li> <li>• <i><u>Sustainable</u> - Addressing long-term planning through funding, training, capacity building, professional development, and evaluation in order to ensure ongoing support and engagement of youth.</i></li> </ul>
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- Our program is very youth focused, relying on relationships of mutual respect with our clients. We believe they are their own best advocates and provide them with opportunities to be heard. Some youth have expressed that it feels like they are finally being listened to and taken seriously.
- While we want to encourage youth to “dream big”, we also realize there is often a need for a reality check. We work with youth to set attainable, realistic goals that are reflective of their strengths and abilities.
- At the time of the first meeting with a new client, each youth is given a pamphlet on goal setting and a calendar to encourage them to start their own planning process and take more responsibility for their own appointments and schedules.
- After youth are assessed and after the assessment has been scored, the Chafee worker uses that assessment to help the youth develop a plan based on their strengths and needs. The Chafee worker meets with the youth in person to develop a plan around their goals and the services to be provided to help them make progress in achieving those goals. The youth and Chafee worker define specific goals and service provision in regard to education, employment, savings, enhancing daily life skills, planning for their first independent living arrangement, etc. When possible, other members of their team including their caseworker, provider, GAL, CASA, etc. are invited to participate in the meeting to make sure the professionals supporting the youth understand the youth’s goals and the immediate plan to achieve them. Although we are open to taking the opinions of all parties into consideration, it is ultimately the youths’ plan and we encourage

them to advocate for themselves throughout their time in care. The plan can be changed at any time and is updated if a goal changes significantly.

- Adams County Chafee is involved with the development of a metro-wide youth advisory board that has since been named the Metro Youth Alliance (MYA). We have had two youth involved in the process, however, school and work schedules have affected their ability to participate regularly. The Youth Advisory Board Coordinator has presented at Life Skills Group to inform youth about MYA and invite them to participate. We continue to recruit interested youth for the continued development of MYA and participation in activities.
- Youth in the Chafee program are often utilized at speaking events as they can provide a great deal of insight to professionals through their experiences. Youth who are over 21 but are appropriate for a speaking engagement may be contracted with for events through a Scope of Work agreement. Youth who speak at engagements or on youth panels are always compensated for their time.
- Many of the additions to our group curriculum have been the result of suggestions from youth. This year we implemented a client survey and are compiling data and feedback to improve programming.

- B. If the program has an established youth advisory board, describe the types of activities the board may engage in during the funding period. Include a description of how youth leaders will be compensated for their expertise, time, and performance (e.g. targeted stipends, recognitions, etc.).

ACHSD/Chafee does not currently have a Youth Advisory Board (YAB) as it was moved to another agency several years ago and has since disbanded. In early 2016, several of the metro counties began to discuss forming a collaborative board as we were all having difficulty sustaining youth boards at the local level. We have been very involved in the development of the Metro Youth Alliance (MYA), a youth board comprised of youth and adults from Adams, Arapahoe, Denver, Douglas and Jefferson Counties, Lookout Mountain Youth Services and several non-profit and/or social services agencies. MYA is supported by CDHS and Casey Family Programs, and Shiloh House acts as the fiscal manager. Since the project began, a project coordinator and youth coordinator have been hired. We have previously had two youth involved in the development of MYA (one is now in college and one is now a professional who is still involved), but we hope to have other interested youth become active participants on the board or in activities.

As we do not have a formal YAB in Adams County, we utilize current and former program youth for individual speaking engagements and youth panels, and we compensate them for their time. A Scope of Work is completed for speakers over age 21.

- C. Describe how youth have contributed to the development of this plan.

In 2015, we conducted an informal survey of 14 of our youth, but they could not identify any specific topics or issues we should change. They did express an interest in doing some fundraising for other programs or volunteering. As one of the Chafee workers was out on extended medical leave in 2017 we were unable to pursue this, however, we will continue to look for opportunities that might be a good fit with our youth. In 2016, we implemented a new youth survey to try to get feedback and ideas to update and improve services. We continue to make adjustments to the survey to make it user friendly whether they complete it on hard copy or electronically. In particular, we ask youth who have completed the Life Skills group curriculum to complete the survey so we can determine if our programming is relevant and current. We continue to compile responses and feedback that we use in our programming. When possible, we bring back former program clients to

facilitate groups on topics they have first-hand experiences with, such as Job Corps, financial planning,

- D. Describe how the program will engage youth in future County and Chafee program planning, service development, and evaluation.

We encourage youth to bring us ideas for new groups, activities and learning experiences. Our group curriculum is longer than many other Chafee programs as we have added youth-driven or youth-suggested groups. One of our goals for 2015-16 was to develop a youth survey to allow for anonymous input about our programming. To date, all youth who have completed the survey have chosen to identify themselves and the feedback has been positive. We continue to refine the survey to make it user friendly and will be looking for patterns in the responses over time to identify areas that could be improved. As always, youth will continue to be recruited for speaking engagements, group presentations and additionally this year, the Metro Youth Alliance.

## 6. Training and Program Support

- A. Describe the training needs of staff in your program, ways in which your county will help staff develop skills to more effectively work with youth and young adults, and gaps in training opportunities offered through the Child Welfare Academy and in the community.

All casework and Chafee staff are required to complete 40 hours of state approved, job related training each year. These trainings may be offered through the agency, county, CDHS, national programs and/or local resources. We are always an available resource for caseworkers and providers when they are looking for information or ideas in their work with adolescents. For the past several years, ACHSD has developed and held a local conference for child welfare employees with workshops that address issues we deal with in day to day case management. The YIT supervisors offer adolescent training to new workers, CASA, foster parents, and on call workers. The Chafee workers offer Casey Life Skills Assessment training on an ongoing or as needed basis. In addition, we provide support to workers through assistance with setting up accounts, providing an instruction sheet and technical assistance. With the changes to Volume VII that requiring IL services for foster youth beginning at age 14, new staff involved in managing Ongoing child protection cases will need initial training specific to creation of ILP's with youth. These trainings can be accessed through CWTA or through inter-agency trainings. Our YIT teams provide ILP training on a regular basis to ensure all agency staff can create a substantive ILP with their youth. Staff can attend whenever needed to ensure they remain competent in the development of ILP's. Chafee staff are often asked to assist Ongoing workers with ILP's if a training is not available.

## 7. Program Reporting

- A. Describe in bulleted detail how your county will engage foster parents and caseworkers to ensure full documentation of all independent living skill activities in Trails.
- Professionals and providers involved in a youth's case may be tasked to complete IL activities with the youth. They will report back when activities are completed and workers will enter them into Trails as a specific IL activity.
  - The Trails IL tab will need to be updated monthly by the caseworker

- Chafee workers will continue to update the Chafee group/activity window to reflect IL activities and contacts, including BLS cases
  - IL plans may also be reviewed during Family Team Meetings
- B. Describe ways in which your county and program will support efforts to contact youth participating in National Youth in Transition Database surveys (Colorado Youth Experience Surveys).
- Ongoing education of staff within ACHSD
  - Workers must ensure Trails records are complete with addresses, phone numbers and emails of youth and anyone who may stay in contact with them
  - Educate 17 year old baseline youth about the NYTD surveys so they are aware they will be asked to complete them again at 19 and 21
  - NYTD posters have traditionally been hung on bulletin boards throughout the CFC building and at our Workforce and Business Center as reminders for caseworkers and NYTD youth. As we are moving to a new building, we will request permission to hang them in areas where youth and youth-serving staff will see them.
  - Chafee assists with contacting caseworkers and supervisors to ensure pending surveys are being completed
  - Chafee communicates with CDHS regarding issues with surveys and updated youth contact information
  - Encourage youth to be “Facebook Friends” with YIT and/or Chafee following closure so we can contact them

**CHAFEE FOSTER CARE INDEPENDENCE PROGRAM  
REGIONAL MEMORANDUM OF UNDERSTANDING**

Date: N/A

This Memorandum of Understanding (MOU) is between \_\_\_\_\_ County (Host County) and \_\_\_\_\_ County (Partnering County) regarding the provision of Chafee program services.

This MOU is entered into in order to clarify and define the roles and responsibilities for each County (listed above) in order to meet the requirements of the Chafee Foster Care Independence Program (CFCIP) regarding Regional County agreements for service delivery to CFCIP participants.

It is the intent that by entering into this agreement that \_\_\_\_\_ County (Host County) and \_\_\_\_\_ County (Partnering County) mutually agree to adhere to State rules and Federal statutes and policies that apply to CFCIP.

General Provisions:

1. It is expected that the Directors (or Director's designee) from both the Host County and the Partnering County sign this MOU.
2. It is expected that both Counties entering this agreement shall be responsible to communicate and coordinate with each other regarding case referral and to provide each other with pertinent information regarding the child and any other issues deemed necessary for effective and constructive service delivery.
3. The Host County shall be responsible for Trails documentation.
4. The Host County is responsible for providing funds for a Chafee participant being served by the Host County.
5. The Host County shall be responsible for documenting and tracking the Chafee funds disbursed and such funds shall be reflected in the Host County's annual reporting.
6. The Host County shall be responsible for expending funds per CFCIP and Federal guidelines, documentation of expenditures and reporting the annual expenditures in annual reports.
7. The Host County shall be responsible for compiling the annual individual data reports and submit them to the CFCIP Program Coordinator.
8. The writing and revision of Youth Transition Plans shall include the Chafee participant; care providers, and both the Host County and the Partnering County.
9. The Host County will agree to update the partnering County by use of Trails entry.
10. The Host County will provide any Chafee services determined necessary by the initial assessment in accordance with CFCIP regulations.
11. The Host County is responsible for initial follow up reports.
12. The Host County will inform the Partnering County of case closure through written documentation and will close the Independent Living case in Trails.
13. The Host County is responsible for providing a copy of the annual County Collaborative Chafee Plan to the Partnering County upon plan approval and ensures that expenditures are allowable costs.

Specific Provisions:

1. Please list specific services to be provided by the Host County:

2. Financial agreements: The Host County receives a total regional award of \$ \_\_\_\_\_ for the County Collaborative Chafee Plan submitted by the Host and Partnering Counties to the Division of Child Welfare. This award includes an amount of \$ \_\_\_\_\_ available for Chafee services to be provided to Chafee eligible youth from the Partnering County and for which referral is made to the Host County by the Partnering County requesting services. Any funds not expended by August 31st shall be expended at the discretion of the Host County.

Chafee funds shall be used in accordance with Federal guidelines in Public Law 106-169 and 2 C.F.R. Part 200, and per federal statute Title IV-E of the Social Security Act at Section 477.

Signatures:

County, Host Collaborative County

\_\_\_\_\_ Director (or Director's designee)  
\_\_\_\_\_ Administrator  
\_\_\_\_\_ Chafee Supervisor  
\_\_\_\_\_ Chafee Caseworker

County, Partner Collaborative County

\_\_\_\_\_ Director (or Director's designee)  
\_\_\_\_\_ Administrator  
\_\_\_\_\_ Chafee Supervisor  
\_\_\_\_\_ Chafee Caseworker



**CHAFEE FOSTER CARE INDEPENDENCE PROGRAM PLAN  
ABOUT THE AWARD AND SUB-RECIPIENT DETERMINATION**

Per the Uniform Administrative Requirements for grants and agreements at 2 CFR Part 200, DCW is required to notify funding recipients about the source of federal funds and about whether the recipient is considered a vendor or a sub-recipient of those federal funds. County recipients of Chafee Independent Living Awards are considered sub-recipients and are subject to the provisions of 45 CFR Part 92 and the Uniform Administrative Requirements of 2 CFR Part 200 (formerly OMB Circulars A-87, A-122, and A-133).

**About the Award:**

Federal Award Identification Number:	CAN - 2017G994415	Federal Award Date:	October 1, 2016 - September 30, 2018
Federal Award CFDA #:	93.674	Total Amount of Federal Award:	\$1,715,070
Awarding Agency:	US Department of Health and Human Services, Administration for Children & Families	Pass-through Entity:	Colorado Department of Human Services, Division of Child Welfare
Award Description:	John H. Chafee Foster Care Independence (Chafee ILP) Program under Title IV-E of the Social Security Act (42 U.S.C. 677 et. Seq.).		
Awarding Agency Contact Information:	Derek Blake, Chafee Program Coordinator 303-866-5995 / <a href="mailto:Derek.Blake@State.co.us">Derek.Blake@State.co.us</a>		
Indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs).	CDHS uses an actual cost allocation model to assess indirect costs. The budget exhibit outlines any indirect costs assumed by the sub-recipient. 0% of this award is R&D.		

The tentative Federal Fiscal Year 2018 award for each county is shown in Attachment 1. This is for planning purposes only, and should be treated as an estimate. Only county programs that received CFCIP funds in FFY 2017 are listed. The actual award may increase or decrease.

**CHAFEE FOSTER CARE INDEPENDENCE PROGRAM PLAN  
FINANCIAL PRE-AWARD QUESTIONNAIRE**

Per 2 CFR Part 200, effective July 1, 2015, DCW is also required to conduct a financial risk assessment for all sub-recipients prior to awarding grant funds. Counties must complete and submit this financial pre-award questionnaire and submit it along with their county plan.

Name of organization: Adams County Human Services Department

Name and title of person completing this form: Nick Beston, Senior Accountant

- 1) Please complete the following table (adding lines as necessary) or attach your own document detailing your organization's current sources of funding for services for the Chafee-eligible population (including CDHS grants). Provide the funding agency, the program name, the types of funds (i.e., Federal, State, local, private, etc.), and the contract/award budget amount:

Grantor Agency	Type of Funds	Program	Contract/Award Budget Amount	Contract/Award Period
CDHS	Federal	Chafee Foster Care Independence Program	\$127,008.00	10/1/16 - 9/30/17
				-
				-
				-

- 2) Describe your experience managing similar awards. You may use the table below as needed.

Program Name	Program Dates	Program Description	Granting Agency	Amount
Child Welfare Block Allocation	1/2014-Current	Children, Youth & Family Services placement costs, staff payroll, case services, special circumstances daycare, etc.	CDHS	\$36.4 Million
Core Services	1/2014-Current	Funding for Mental Health, Substance Abuse, Life Skills, Home Based Services, Day Treatment, etc. for Child Welfare clients	CDHS	\$5.1 Million
LEAP	1/2014-Current	Low Income Energy Assistance for Adams County Residents	CDHS	\$417,000
PSSF	1/2014-Current	Promoting Safe & Stable Families	CDHS	\$200,000

- 3) For the accounting/fiscal FTE assigned to this project, provide their name, title, and how long they have worked for your organization in their current role. Identify the person that is in charge of maintaining your accounting and financial records for this project and provide a brief description of their accounting experience and qualifications. Identify any new accounting personnel assigned to this project within the previous 12 months, and whether any of your accounting systems have changed within the previous 12 months. Nick Beston, Senior Accountant Human Services Finance as of January 2014. I have been a part of the Human Services Finance Teams since September 2008. I started at Otero County as a Child Welfare and Child Support Bookkeeper and worked there for 2 years. I then moved to Arapahoe County and was an Accountant at varying levels for 3 and a half year. I then came to Adams County in January 2014 and have been in my role since then. We have not had any changes in the accounting system in the last 12 months.

- 4) Does your organization receive an annual financial statement audit under:
- The Single Audit Act/OMB Circular A-133 (Government Auditing Standards) YES OR
  - Generally Accepted Auditing Standards (GAAS) \_\_\_\_
  - Click [here](#) for more information on audit requirements for sub-recipients.

If yes, please provide a copy (electronic preferred) or link to your most recent audit report and STOP HERE AND SIGN/DATE BELOW.

IF NO, PLEASE ANSWER ALL THE REMAINING QUESTIONS AND SIGN/DATE BELOW.

Link to 2016 Comprehensive Annual Financial Report:

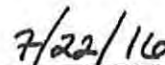
<http://www.adcogov.org/sites/default/files/2016-CAFR.pdf>

- 5) Are your organization's financial records maintained in accordance with Generally Accepted Accounting Principles (GAAP)? \_\_\_\_
- 6) Are accounting records supported by original documentation specific to contracting with your vendors? \_\_\_\_
- 7) What controls are followed to ensure all of the following:
- a) The reasonableness of cost;  
\_\_\_\_
  - b) The allowability of costs;  
\_\_\_\_
  - c) The allocability of costs to a contract?  
\_\_\_\_
- 8) Do you have available accounting policies and procedures to review? If not, please describe your organization's overall fiscal controls and structure to sufficiently;
- a) Permit the preparation of financial statements;  
\_\_\_\_
  - b) Allow the organization's staff, in the normal course of performing their assigned functions, to prevent or detect misstatements in financial reporting or the loss of assets in a timely manner;  
\_\_\_\_
  - c) Compare the budget to actual expenditures.  
\_\_\_\_

Please Sign and Date Below:



Signature



Date

**CHAFEE FOSTER CARE INDEPENDENCE PROGRAM PLAN  
BUDGET AND BUDGET JUSTIFICATION FORM INSTRUCTIONS**

**Introduction**

All counties who submit a plan are required to submit a plan budget and budget justification using the attached budget form. This form is the same as last year application but see additional information below:

1. *The Division of Child Welfare (DCW) has estimated county awards for federal fiscal year (FFY)18.*

Counties should use the tentative FFY18 county awards table to formulate their budget for FFY18.

2. *The budget categories and level of justification required are more closely aligned with standard federal grant budget categories and justification requirements.*

The budget and justification breaks out personnel, supplies and operating, travel, and indirect expenditures from the standard Chafee activities. Accordingly, please use the budget form to describe how the categorical costs are derived. In the "description" field discuss the necessity, reasonableness, and allocation of the proposed costs. Calculations should include estimation methods, quantities, unit costs, and other similar quantitative detail sufficient for the calculation to be duplicated.

For example: Telephone costs. Average cost is \$40 per month per staff. Two 0.5 FTE staff are assigned for 12 months.  $\$40 \times 2 \times 12 \times 0.5 = \$480$ .

3. *DCW is requesting additional information about the unmet needs for serving the Chafee population.*

In addition to knowing the planned use for your Chafee award, DCW is interested in knowing the actual total cost of serving the Chafee-eligible population, above and beyond what the CFCIP grant is able to cover. Please include all of the costs of serving the Chafee population, and indicate in the appropriate column whether that cost is traditionally covered by Chafee or by another county funding source. DCW will not assume that the non-Chafee costs are match for the CFCIP.

Please use the following categories and guidelines for preparing the budget and budget justification form. If applicable, please review the guidance under 'Host Counties'. This form was designed to make automatic calculations. However, it is your responsibility to **DOUBLE CHECK ALL CALCULATIONS** to ensure accuracy before submitting your final application.

**Personnel - CFMS - Program Code E010, Function Code 2850**

Description: Costs of employee salaries/wages and benefits. If CFCIP is not funding 100% of the cost, please provide information about the other funding sources you are using, and whether those are a part of your CFCIP match.

Justification: Indicate information for each employee for whom CFCIP funding is proposed in whole or in part. For each staff person, provide their: title, monthly salary/wages/rates, monthly fringe/benefits costs, time commitment to the project as a percentage or full-time equivalent, and time commitment to the project in months. Do not include the costs of consultants or personnel costs of delegate agencies, unless otherwise indicated.

If CFCIP is not funding 100% of the position, please provide information about the other funding sources you are using.

Example personnel line items include:

Chafee Coordinator: Direct program time associated with providing leadership to the program.

Adolescent caseworker\*:

Administrative staff: Administrative support positions such as a receptionist, administrative assistant or program assistant, general clerical help, temporary help, etc.

\*In order for Colorado to access Federal IV-E Independent Living Funds, there is a required match. To meet the match requirement, code adolescent caseworkers currently reported in CFMS as an 80/20 Child Welfare County Administrative Services (Program Code 3200, Function Code 1210; to Program Code E050, Function Code 2875).

#### **Supplies & Operating - CFMS - Program Code E010, Function Code 2850**

Description: Costs of operating the program and of tangible personal property other than that included in the "Other" or "Indirect" categories. Such costs, where applicable and appropriate, may include but are not limited to: insurance, food, space and equipment rentals, printing and publication, computer use, training costs such as tuition and stipends, staff development costs, and administrative costs. This used to be included in the 'Personnel' budget category, which distorted budget projections for personnel. If CFCIP is not funding 100% of the cost, please provide information about the other funding sources you are using, and whether those are a part of your CFCIP match.

Justification: Specify general categories of supplies and operating expenses. Show computations and provide other information that supports the amount requested.

#### **Travel - CFMS - Program Code E010, Function Code 2850**

Description: Costs of employee's project-related travel (This item does not include costs of consultant travel). This used to be included in the 'Personnel' budget category, which distorted budget projections for personnel. If CFCIP is not funding 100% of the cost, please provide information about the other funding sources you are using, and whether those are a part of your CFCIP match.

Justification: For each type of trip show: the purpose, the duration, per diem, mileage allowances, and other transportation costs and subsistence allowances.

#### **Room and Board Reimbursement - CFMS - Program Code E010, Function Code 2810**

Description: Reimbursement for room and board is available to young adults, ages 18-21, who emancipated from foster care on or after their 18th birthday. Room and board is defined as rent, rental deposits, furniture, and household start-up items. No more than 30% of your total award may be spent for room and board. If CFCIP is not funding 100% of the cost, please provide information about the other funding sources you are using, and whether those are a part of your CFCIP match.

Justification: Indicate the number of young adults for whom reimbursement is to be provided, the estimated rate of reimbursement, the quantity, and the percent that will be billed to Chafee. If CFCIP is not funding 100% of the cost, please provide information about the other funding sources you are using, and whether those are a part of your CFCIP match.

#### **Purchase of Service Contracts - CFMS - Program Code E010, Function Code 2850**

Description: Indicate information for each specific provider from whom CFCIP services are proposed to be purchased. The definition of 'purchase of service contracts' is found in 12 CCR 2509-1 ([Volume 7.607](#)). If CFCIP is not funding 100% of the cost, please provide information about the other funding sources you are using, and whether those are a part of your CFCIP match.

Justification: The justification shall include the provider's name, the description of services provided, the rate of services, the quantity of services, and the percent of the cost assigned to Chafee. The description field shall describe the solicitation method for all known or anticipated purchase of service contracts greater than \$10,000.

#### **Youth Direct Service - CFMS - Program Code E010, Function Code 2850**

Description: Youth Direct Services shall be used according to federal guidelines as incentives for completing goals in the plan for transition to independent living. It should include other expenditures that will assist Chafee youth to emancipate; and, when no other funding sources exist. This may not be used for Room and Board. If CFCIP is not funding 100% of the cost, please provide information about the other funding sources you are using, and whether those are a part of your CFCIP match.

Justification: The justification shall include the provider's name, the description of services provided, the rate of services, the quantity of services, and the percent of the cost assigned to Chafee.

#### **Host County/Other - CFMS - Program Code E010, Function Code 2810**

Description: If you are a host county or the fiscal agent for a county, provide details for how much is being requested for each hosted county, including a description of the services offered and details about the calculation methodology.

Also, use this section to indicate any other types of services your CFCIP program will provide. If CFCIP is not funding 100% of the cost, please provide information about the other funding sources you are using, and whether those are a part of your CFCIP match.

Justification: Provide computations, a narrative description and a justification for each cost under this category.

#### **Indirect Charges**

Description: Indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost objective without effort disproportionate to the results achieved. After direct costs have been determined and assigned directly to Federal awards and other activities as appropriate, indirect costs are those remaining to be allocated to benefitted cost objectives. A cost may not be allocated to a Federal award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to a Federal award as a direct cost.

Justification: Describe your indirect rate or allocation methodology, including whether that methodology has been approved by the Federal government and whether it has changed with the introduction of 2. CFR Part 200, Appendix VII (Uniform Administrative Guidance for Grants and Cooperative Agreements, States and Local Government Indirect Cost Proposals).

#### **Match**

Additionally, in order for Colorado to access Federal IV-E Independent Living Funds, there is a required match. To meet the match requirement, code adolescent caseworkers currently reported in CFMS as an 80/20 Child Welfare County Administrative Services (Program Code 3200, Function Code 1210; to Program Code E050, Function Code 2875).



**UPDATED ALLOCATION INFORMATION RECEIVED 9/11/17**

**From:** Chris Kline  
**Sent:** Monday, September 11, 2017 4:13 PM  
**To:** Jan L. James; Brian P. Kenna; Tony Prete  
**Subject:** FW: Updated Tentative Chafee Allocation for FFY18

FYI...



**Chris Kline**  
Director, *Human Services Department*  
ADAMS COUNTY, COLORADO  
7190 Colorado Blvd.  
Commerce City, CO 80022  
o: 303.227.2100 | [ckline@adcogov.org](mailto:ckline@adcogov.org)  
[www.adcogov.org](http://www.adcogov.org)

**From:** Blake - CDHS, Derek [<mailto:derek.blake@state.co.us>]  
**Sent:** Monday, September 11, 2017 3:25 PM  
**To:** Chris Kline  
**Subject:** Updated Tentative Chafee Allocation for FFY18

Dear Director Kline,

Since the Informational Memo was released on August 30, 2017 with the Chafee Annual Plan template and tentative budget amounts there have been ongoing conversations regarding the funding methodology. We are grateful to the counties for sharing their feedback to make implementation of the new methodology more successful.

The Division of Child Welfare (DCW) has incorporated county feedback into the methodology to calculate county allocations. The updated version calculates according to the average youth served in the past three federal fiscal years (FFY). To mitigate extreme cuts to any program, the methodology applies a 15% floor on reductions. A 15% floor was needed in order to overcome the 6.3% federal reduction in funding and make a meaningful move towards implementation of a more equitable funding methodology. This funding methodology with the county feedback was presented to the Finance Sub-PAC on 9/7/17 and to the Child Welfare Allocation Committee (CWAC) on 9/8/17. Since this funding methodology is based on the number of youth served by each program, it is imperative that the county staff (or contractors) ensure that all the youth who have been served by Chafee for the past three years have an Independent Living case entered into Trails.

Below is your updated tentative allocation amount. The amount is tentative because the calculations take into consideration youth who have been served in this current FFY, and those numbers won't be finalized until September 30, 2017. Counties also have until September 30, 2017 to ensure all youth served by Chafee in the past three federal fiscal years have Independent Living cases Trails. *The amounts below may go up or down depending on last minute data entry.* **A formal allocation letter will follow once the final numbers are known.**

The average number of youth served that was used in the allocation calculation is also included.

UPDATED ALLOCATION INFORMATION RECEIVED 9/11/17

Due to the changes to the allocation amount, extensions will be granted to county programs for the annual plan. If your county program needs additional time, I will be happy to coordinate a new due date.

FFY18 Tentative Allocation amount:

County Program	Average Youth Served Annually from FFY 15-17	Updated Tentative Allocation
Adams	80	\$114,921

Please feel free to contact myself or my supervisor (Trevor Williams - 303-866-4539 - [trevor.williams@state.co.us](mailto:trevor.williams@state.co.us)) if you have questions or concerns.

Best,

Derek Blake, MSW, LAC  
Chafee Program Coordinator  
P [303-866-5995](tel:303-866-5995) | F [303-866-5563](tel:303-866-5563)  
1575 Sherman Street, Denver CO 80203  
[derek.blake@state.co.us](mailto:derek.blake@state.co.us) | [www.colorado.gov/CDHS/cw](http://www.colorado.gov/CDHS/cw)



**COLORADO**

Office of Children,  
Youth & Families

Division of Child Welfare

\*\*\*\*\*  
This email message and any included attachments, from the Colorado Department of Human Services, are confidential and intended solely for the use of the individual or entity to which it is addressed. The information contained herein may include protected health information or otherwise privileged information. Unauthorized review, forwarding, printing, copying, distributing, or using such information is strictly prohibited and may be unlawful. If you received this message in error, please notify the sender by replying to this message and delete the email without disclosure.  
\*\*\*\*\*



CHAFEE FOSTER CARE INDEPENDENCE PROGRAM PLAN

Attachment 1  
PROJECTED FEDERAL FISCAL YEAR 2017 COUNTY FUNDING TABLE

Received  
8/31/17

County	Amount
Adams	\$135,288
Alamosa	\$14,709
Arapahoe	\$137,532
Boulder	\$65,952
Denver	\$195,781
Delta	\$4,771
El Paso	\$277,340
Elbert & Lincoln	\$980
Fremont	\$59,188
Garfield	\$2,941
Jefferson	\$93,845
La Plata	\$8,008
Larimer	\$92,227
Mesa	\$88,991
Montrose	\$13,528
Pueblo	\$106,539
Weld	\$51,776
Broomfield	\$13,528
Balance of State	\$10,000
<b>TOTAL</b>	<b>\$1,373,065</b>

These funding amounts are tentative and shall be treated as an estimate for budgeting purposes only. If your county is not listed, you do not need to complete a plan unless you would like to apply for CFCIP funds for FFY18.

If you have a need for Chafee funds but do not wish to apply for full funding, please review the Balance of State application process which can be found in the Informational Memorandum titled *Chafee Foster Care Independence Program (CFCIP) 2017-2018 Planning Package Due on September 15, 2017* (IM-CW\_2017-xxxx). The memo can be found on the Memo Website (<https://sites.google.com/a/state.co.us/cdhs-memo-series/home>).

**CHAFEE FOSTER CARE INDEPENDENCE PROGRAM PLAN  
FFY 2017-18 POPULATION TO BE SERVED FORM**

Projected No. Unaccompanied Youth to be served	Projected No. Youth with a Family To Be Served**	
Regional County:	<b>ADAMS</b>	<b>Chafee-Eligible Populations:</b>
0	65	1) Youth, age 14 to 17, currently in out-of-home care and who have been in out-of-home care a minimum of 6 months, consecutive months not required.
0		2) Youth, age 17-21 currently in out-of-home care, 6 months not required.
0		3) Youth, age 16-21, who entered Adoption Assistance on or after age 16.
0		4) Youth, age 16-21, who entered Relative Guardianship Assistance on or after age 16.
0	22	5) Young adults, age 18-21, who are no longer in out-of-home care and who were in out-of-home care on their 18th birthday.
0	5	6) Youth, age 14-21, who meet community placement requirements for the Division of Youth Corrections, and were in community placement for a minimum of 6 months, consecutive months not required; or, were in community placement (Title IV-E paid placement that is in an unlocked facility) on their 18th birthday.
Regional County:		
		1) Youth, age 14 to 17, currently in out-of-home care and who have been in out-of-home care a minimum of 6 months, consecutive months not required.
		2) Youth, age 17-21 currently in out-of-home care, 6 months not required.
		3) Youth, age 16-21, who entered Adoption Assistance on or after age 16.
		4) Youth, age 16-21, who entered Relative Guardianship Assistance on or after age 16.
		5) Young adults, age 18-21, who are no longer in out-of-home care and who were in out-of-home care on their 18th birthday.
		6) Youth, age 14-21, who meet community placement requirements for the Division of Youth Corrections, and were in community placement for a minimum of 6 months, consecutive months not required; or, were in community placement (Title IV-E paid placement that is in an unlocked facility) on their 18th birthday.
Regional County:		
		1) Youth, age 14 to 17, currently in out-of-home care and who have been in out-of-home
		2) Youth, age 17-21 currently in out-of-home care, 6 months not required.
		3) Youth, age 16-21, who entered Adoption Assistance on or after age 16.
		4) Youth, age 16-21, who entered Relative Guardianship Assistance on or after age 16.
		5) Young adults, age 18-21, who are no longer in out-of-home care and who were in out-of-home care on their 18th birthday.
		6) Youth, age 14-21, who meet community placement requirements for the Division of Youth Corrections, and were in community placement for a minimum of 6 months, consecutive months not required; or, were in community placement (Title IV-E paid placement that is in an unlocked facility) on their 18th birthday.
<b>0</b>	<b>100</b>	<b>TOTALS</b>

\*NOTE 1: If you are part of a regional collaborative, please list all the counties for the regional collaborative, the projected total number of number of projected Chafee-eligible youth to be served for each county in the regional collaborative.

\*\*NOTE 2: An unaccompanied youth is a lone client. A youth in a family may be a youth accompanied by a family as defined by the youth. This may be a youth who is a pregnant and/or parenting teen, with a dependent child, dependent parent, in an adoption assistance or guardianship assistance agreement, etc. Only the Chafee-eligible youth receives the direct services benefit.



						\$0		\$0
						\$0		\$0
<b>Total Travel</b>						<b>\$1,030</b>		<b>\$0</b>
<b>Room and Board Reimbursement – CFMS – Program Code E010, Function Code 2810</b>								<b>NOT COVERED BY CHAFEE*</b>
Definition: Reimbursement for room and board is available to young adults, ages 18-21, who emancipated from foster care on or after their 18th birthday. Room and board is defined as rent, rental deposits, furniture, and household start-up items.								
<b>Provider Name</b>	<b>Description of Services/goods</b>	<b>Rate</b>	<b>Qty</b>	<b>% of cost assigned to Chafee</b>	<b>Total Direct CFCIP Cost</b>	<b>Other Funding</b>	<b>Description of other funding source</b>	
rental property/landlord	Application fees, hold fees, deposits, furniture, household items, food, utility assistance, renter's insurance, etc.	\$2,000	5	100%	\$10,000	\$0		
					\$0	\$0		
					\$0	\$0		
					\$0	\$0		
					\$0	\$0		
					\$0	\$0		
					\$0	\$0		
<b>Total Room and Board</b>						<b>\$10,000</b>		<b>\$0</b>
<b>Purchase of Service Contracts – CFMS – Program Code E010, Function Code 2850</b>								<b>NOT COVERED BY CHAFEE*</b>
Indicate information for each specific provider from whom CFCIP services are proposed to be purchased.								
<b>Provider Name</b>	<b>Description of Services</b>	<b>Rate</b>	<b>Qty</b>	<b>% of cost assigned to Chafee</b>	<b>Total Direct CFCIP Cost</b>	<b>Other Funding</b>	<b>Description of other funding source</b>	
Exempla West Pines Training Center	Yearly Challenge-by-Choice Ropes Course for 12-15 youth	\$900	1	100%	\$900	\$0	Funded by CW in June 2017 due to lack of funding	
Medicine Horse	Yearly Equine Experience with abused/rescued horses	\$900	1	100%	\$900	\$0	Funded by CW in July 2017 due to lack of funding	
					\$0	\$0		
					\$0	\$0		
					\$0	\$0		
					\$0	\$0		
					\$0	\$0		
<b>Total Purchase of Service Contracts</b>						<b>\$1,800</b>		<b>\$0</b>
<b>YOUTH DIRECT SERVICE – CFMS – Program Code E010, Function Code 2810</b>								<b>NOT COVERED BY CHAFEE*</b>
Definition: Youth Direct Services shall be used according to federal guidelines as incentives for completing goals in the plan for transition to independent living and for other expenditures that will assist Chafee youth to emancipate; and, when no other funding sources exist. This may not be used for Room and Board.								
<b>Provider Name</b>	<b>Description of Services</b>	<b>Rate</b>	<b>Qty</b>	<b>% of cost assigned to Chafee</b>	<b>Total Direct CFCIP Cost</b>	<b>Other Funding</b>	<b>Description of other funding source</b>	
Youth Speaking Engagements	Utilizing current and former program youth to speak at events and on youth panels.	\$50	10	100%	\$500	\$0		
Incentive cards	Rewards for group completion, employment needs, education accomplishments, After Care group attendance, etc.	\$10	160	100%	\$1,600	\$0		
RTD tickets/passes	Transportation assistance for school, work, appointments, job search, apartments search, groups, etc.	\$10	80	100%	\$800	\$0		
Chafee Work Experience	We have had a long-running program at our agency where youth could have opportunities to build job skills by completing non-confidential projects.	\$10	20	100%	\$200	\$0		
miscellaneous	Driver's ed classes, car insurance, college fees, holiday celebrations, etc.	\$100	35	100%	\$3,500	\$0		
					\$0	\$0		
					\$0	\$0		
<b>Total Youth Direct</b>						<b>\$6,600</b>		<b>\$0</b>
<b>HOST COUNTIES/ OTHER – CFMS – Program Code E010, Function Code 2810</b>								<b>NOT COVERED BY CHAFEE*</b>
<b>Name</b>	<b>Description of Services</b>	<b>Rate</b>	<b>Qty</b>	<b>% of cost assigned to Chafee</b>	<b>FFY16 Total Requested</b>	<b>Other Funding</b>	<b>Description of other funding source</b>	
N/A					\$0	\$0		
					\$0	\$0		
					\$0	\$0		

					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
<b>Total Host County/Other</b>					<b>\$0</b>	<b>\$0</b>	
SUB-TOTAL BEFORE INDIRECT					\$114,921	\$94,776	
<b>Indirect – CFMS – Program Code E010, Function Code 2810</b>						<b>NOT COVERED BY CHAFEE*</b>	
Rate	Description			Amount	Other Funding	Description of other funding source	
N/A				\$0	\$0		
				\$0	\$0		
				\$0	\$0		
<b>Total Indirect</b>					<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL</b>					<b>\$114,921</b>	<b>\$94,776</b>	<b>\$0</b>

**Chafee Worker #1 Name: Susan Adams - 100% Chafee funded SCW IV position**

Key Tasks, Requirements, and Standards of Practice		Hrs/Week	Hrs/Month	Hrs/Year	% of Time
<b>1</b>	<b>Case Management and Support Services</b> Recommended full-time caseloads: <ul style="list-style-type: none"> <li>• Single County Metro, Suburban and Second City Programs - 20 youth <b>This position includes administrative functions and requires a smaller caseload</b></li> <li>• May include: review and assignment of referrals; assessment and IL planning; home, school, office and community visits with youth; weekly group scheduling and facilitation; educational and placement staffings; Youth Voice meetings; PRT's, FTM's; collateral contacts; Trails documentation of all contacts and activities</li> </ul>	30	120	1440	75%
<b>2</b>	<b>Reports</b> Program reporting requirements: <ul style="list-style-type: none"> <li>• Annual County Chafee Program Plan</li> <li>• Annual County Chafee Program Report</li> <li>• Monthly Wait-List Report, monthly Caseload Report, monthly CFMS Reconciliation, tracking of out of county referrals, weekly tracking of expenditures, updating Adco Chafee policy manual and Sex Trafficking Procedure for Adult Participants</li> </ul>	3	12	144	8%
<b>3</b>	<b>Technical Assistance</b> Training and technical assistance with caregivers, new Chafee workers, caseworkers, CASAs, Guardians ad Litem, and community partners. Casey Life Skills assessment training and support for case workers and providers. Individual/group IL Plan trainings with caseworkers. Supervision of case aide position.	1	4	48	3%
<b>4</b>	<b>Collaborative Services Development</b> Chafee program staff may engage in: Local collaborative service and resource development <ul style="list-style-type: none"> <li>• ACHSD committees/projects including IL housing development meetings, as needed</li> <li>• State Chafee program projects, committees and task groups as needed, including monthly Metro Youth Alliance meetings</li> </ul>	2	8	96	5%
<b>5</b>	<b>Program Evaluation</b> <ul style="list-style-type: none"> <li>• National Youth in Transition Database Youth Surveys (NYTD) feedback surveys to evaluate and update programming</li> <li>• County quality improvement efforts and program development (including young people and stakeholders)</li> </ul>	1	4	48	3%
<b>6</b>	<b>Continuing Education: Minimum 40 hours per year</b> <ul style="list-style-type: none"> <li>• Required Chafee/Adolescent Services Quarterly (four full-day meetings annually) to receive training, updates, and to provide county input on program decisions.</li> <li>• Required minimum of 40 hours of training per year.</li> </ul>	1	4	48	3%
<b>7</b>	<b>Staff Support Time (e.g. annual leave, sick leave, holidays, etc.)</b>	2	8	96	5%
<b>Totals:</b>		<b>40</b>	<b>160</b>	<b>1920</b>	<b>100%</b>

**Chafee Worker #2 Name: Brenda Redding - 100% Child Welfare funded SCW III position**

Key Tasks, Requirements, and Standards of Practice		Hrs/Week	Hrs/Month	Hrs/Year	% of Time
<b>1</b>	<b>Case Management and Support Services</b> Recommended full-time caseloads: <ul style="list-style-type: none"> <li>• Single County Metro, Suburban and Second City Programs - 25 youth</li> <li>• May include: assessment and IL planning; home, school, office and community visits with youth; weekly group scheduling and facilitation; educational and placement staffings, Youth Voice meetings, PRT's, FTM's; collateral contacts; Trails documentation of all contacts and activities</li> </ul>	32	128	1536	80%
<b>2</b>	<b>Reports</b> Program reporting requirements: <ul style="list-style-type: none"> <li>• Monthly Caseload Report</li> <li>• Review and edit Annual County Chafee Plan Report and Program Report</li> <li>• Financial report monthly when case aide position is vacant</li> </ul>	1.5	6	72	4%
<b>3</b>	<b>Technical Assistance</b> Training and technical assistance with caregivers, new Chafee workers, caseworkers, CASAs, Guardians ad Litem, and community partners. Casey Life Skills assessment training and support for case workers and providers. IL Plan support for caseworkers.	1.5	6	72	4%
<b>4</b>	<b>Collaborative Services Development</b> Chafee program staff may engage in: <ul style="list-style-type: none"> <li>• Local collaborative service and resource development and outreach</li> <li>• ACHSD special committees/projects including IL housing development meetings</li> <li>• State Chafee program projects, committees and task groups, including:                             <ul style="list-style-type: none"> <li>o Chafee assessment review committee</li> </ul> </li> </ul>	1	4	48	3%
<b>5</b>	<b>Program Evaluation</b> <ul style="list-style-type: none"> <li>• National Youth in Transition Database Youth Surveys (NYTD). Agency education regarding NYTD and follow up to ensure surveys are completed</li> <li>• County quality improvement efforts (including young people and stakeholders)</li> </ul>	1	4	48	3%

6	<b>Continuing Education: Minimum 40 hours per year</b> • Required Chafee/Adolescent Services Quarterlies (four full-day meetings annually) to receive training, updates, and to provide county input on program decisions. • Required minimum of 40 hours of training per year.	1	4	48	3%
7	<b>Staff Support Time (e.g. annual leave, sick leave, holidays, etc.)</b>	2	8	96	5%
<b>Totals:</b>		<b>40</b>	<b>160</b>	<b>1920</b>	<b>100%</b>

**Chafee Case Aide #3 Name: Julie Hegge - 100% Chafee funded part-time project designated Case Aide position**

Key Tasks, Requirements, and Standards of Practice		Hrs/Week	Hrs/Month	Hrs/Year	% of Time
1	<b>Support Services for Chafee Program</b> • May include: Support services to Chafee workers through Trails documentation; monthly tracking of incentive cards, bus tickets and household items; tracking of weekly incentive and storage unit inventory; assistance with group prep/facilitation; assist youth with college related applications and searches; assistance with youth apartment searches; general support for program	24.75	99	1188	83%
2	<b>Reports</b> • Weekly group ROC notes	2	8	96	7%
3	<b>N/A</b>	0	0	0	0%
4	<b>Collaborative Services Development</b> Chafee program staff may engage in: • Metro Youth Alliance monthly meetings	1	4	48	3%
5	<b>Program Evaluation</b> • Compile data from youth program surveys	1.5	6	72	5%
6	<b>Continuing Education: Minimum 20 hours per year</b> • Required minimum of 20 hours of training per year.	0.5	2	24	2%
7	<b>Staff Support Time (e.g. annual leave, sick leave, holidays, etc.)</b>	0	0	0	0%
<b>Totals:</b>		<b>29.75</b>	<b>119</b>	<b>1428</b>	<b>100%</b>

**Chafee Worker #4 Name: N/A**

Key Tasks, Requirements, and Standards of Practice		Hrs/Week	Hrs/Month	Hrs/Year	% of Time
1	<b>Case Management and Support Services</b> Recommended full-time caseloads: • Single County Metro, Suburban and Second City Programs - 25 youth • Rural and Regional Collaborative Programs – 15-20 youth	0	0	0	#DIV/0!
2	<b>Reports</b> Program reporting requirements: • Annual County Chafee Program Plan • Annual County Chafee Program Report • Monthly Wait-List Report	0	0	0	#DIV/0!
3	<b>Technical Assistance</b> Training and technical assistance with caregivers, new Chafee workers, caseworkers, CASAs, Guardians ad Litem, and community partners.	0	0	0	#DIV/0!
4	<b>Collaborative Services Development</b> Chafee program staff may engage in: • Local collaborative service and resource development • Local youth advisory board development and support • State Chafee program projects, committees and task groups, including: o Celebration of Educational Excellence Planning Team o Colorado 9 to 25 Youth Summit Planning Team o Colorado Youth Leadership Network o Chafee assessment review committee o Chafee program guidance development team	0	0	0	#DIV/0!
5	<b>Program Evaluation</b> • National Youth in Transition Database Youth Surveys (NYTD) • County quality improvement efforts (including young people and stakeholders)	0	0	0	#DIV/0!
6	<b>Continuing Education: Minimum 40 hours per year</b> • Required Chafee/Adolescent Services Quarterlies (four full-day meetings annually) to receive training, updates, and to provide county input on program decisions. • Required minimum of 40 hours of training per year.	0	0	0	#DIV/0!
7	<b>Staff Support Time (e.g. annual leave, sick leave, holidays, etc.)</b>	0	0	0	#DIV/0!
<b>Totals:</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>#DIV/0!</b>



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> October 3, 2017
<b>SUBJECT:</b> Intergovernmental Agreement (IGA) for Alternate Workspace in the Event of a Disaster Between Adams County Human Services Department and Arapahoe County Department of Human Services
<b>FROM:</b> Herb Covey, Deputy Director
<b>AGENCY/DEPARTMENT:</b> Human Services Department
<b>HEARD AT STUDY SESSION ON:</b> n/a
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the Intergovernmental Agreement (IGA) for Alternate Work Space in the Event of a Disaster

### **BACKGROUND:**

The Adams County Human Services Department and the Arapahoe County Department of Human Services are at risk of a disaster that could force the closure of facilities. The closure of human services facilities could negatively impact Adams County clients who are dependent on the timely provision of services. Adams and Arapahoe Counties Human Services Departments are required to provide human services by the State of Colorado.

It is in the interest of the Adams County Human Services and the Arapahoe County Department of Human Services to have an existing joint IGA that outlines basic rights and obligations for each party in the event a disaster necessitates the parties temporarily sharing workspace.

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

Information Technology  
Facilities  
Finance



**ATTACHED DOCUMENTS:**

Resolution  
IGA

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR  
ALTERNATE WORK SPACE IN THE EVENT OF A DISASTER BETWEEN THE ADAMS  
COUNTY HUMAN SERVICES DEPARTMENT AND THE ARAPAHOE COUNTY  
DEPARTMENT OF HUMAN SERVICES

WHEREAS, the Adams County Human Services Department and the Arapahoe County Department of Human Services are at risk of a disaster that could force the closure of facilities; and,

WHEREAS, the closure of human services facilities could negatively impact Adams and Arapahoe clients who are dependent on the timely provision of human services; and,

WHEREAS, the Adams and Arapahoe Counties Human Services Departments are required to provide human services by the State of Colorado; and,

WHEREAS, it is in the interest of the Adams County Human Services Department and the Arapahoe County Department of Human Services to have an existing joint Intergovernmental Agreement that outlines basic rights and obligations for each party in the event a disaster necessitates the parties temporarily sharing workspace.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement for Alternate Work Space in the Event of a Disaster between the Adams County Human Services Department and the Arapahoe County Department of Human Services, a copy of which is attached hereto, be approved.

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

INTERGOVERNMENTAL AGREEMENT (IGA) FOR  
ALTERNATE WORK SPACE IN THE EVENT OF A DISASTER  
BETWEEN  
ADAMS COUNTY HUMAN SERVICES DEPARTMENT  
AND  
ARAPAHOE COUNTY DEPARTMENT OF HUMAN SERVICES

**1. PURPOSE**

This agreement between Arapahoe and Adams County Departments of Human Services, also referred to as the “Guest” or “Host,” located at 14980 E. Alameda Drive, Aurora, Colorado 80012, and Adams County Department of Human Services, located at 11860 Pecos Street, Westminster, Colorado 80234 also referred to as “Guest” or “Host,” provides a framework for cooperation between the parties in the event an emergency or disaster results in the inability to access the Arapahoe County or Adams County Departments of Human Services facilities in order to perform essential functions.

**2. SCOPE OF AGREEMENT**

A. This agreement provides, but is not limited to, alternate office work space for essential personnel in the event the Guests’ essential/critical functions are affected because an emergency/disaster disrupts the Arapahoe County Department of Human Services CentrePoint Facility or the Adams County Human Services Center.

B. The time period the Guest is expected to work out of the Hosts’ location is expected to be less than 30 days during which time the Guest will seek to acquire other more permanent facilities, or return to their original facility, or negotiate an extended support arrangement with the Host.

C. The Guest may need to share workstations/work space with Host personnel in order to support the Guests’ essential/critical functions. The Guest will work immediately with the Information Technology Department in order to gain access to equipment/systems/applications within a 72-hour timeframe. Guest is expecting to relocate approximately less than 50 (# of personnel) essential personnel to Hosts’ location.

**3. PROCEDURES**

**A. Availability of Space and Support**

1. The parties agree to work cooperatively to provide space, telecommunications, information technology services and equipment, security and other services necessary on a temporary basis to support the temporary relocation of the Guests’ essential personnel in order to perform essential/critical functions.

2. The Host's Manager and/or the Continuity of Operations Plan Owner will immediately notify the Guest of any situation that may reduce the Host's ability or capabilities to support the Guest's disaster recovery/business continuity/continuity of operations plan activation.

**B. Activation of Space and Support**

1. The Guest's Continuity of Operations Planning Team Leader and/or their successor/alternate will promptly notify the Host that the Continuity of Operations Plan was activated and alternate space is needed to support the essential/critical Guest's operations.

2. During the period of plan activation, the Host will provide good faith support to the Guest based on the requirements outlined in Attachment 1. However, modifications to those requirements are to be expected based on the particular circumstances of the incident or event.

**C. Reimbursement of Costs**

1. No exchange of funds in advance of activation of support requirements will take place.

2. The Guest is responsible for reimbursing the Host for reasonable costs (if any) associated with the actual plan activation. Such costs are to be limited to extraordinary expenses of the Host such as supplies, equipment, personnel costs above normal salaries and benefits, security and utilities. The Host is to provide the guest with appropriate cost codes and other billing information as soon as practicable.

**4. TERMS**

A. This agreement will be effective on the date of the last signature thereto and will continue until rescinded, upon 30 days written notice by either party.

B. The attachment containing specific space, telecommunications, equipment and other support requirements is to be reviewed and renewed annually on the anniversary date of the agreement by the parties.

For the Guest: \_\_\_\_\_ For the Host: \_\_\_\_\_

Signature

Signature

Printed Name/Title: \_\_\_\_\_ Printed Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## **ATTACHMENT 1**

In the event of a disaster/emergency that requires a relocation, the Guest needs the following space, telecommunications, and support to conduct essential/critical functions for at least a 14-day period:

### **Space**

Shared workspace for up to 50 employees, depending on the need. This could be shared and could be shifted to reduce the effect of space on the host County.

### **Computers**

The guest would provide as many laptops for their workers/staff as able, but may need assistance from the host in providing some computers at workspaces, depending on the event and the need.

### **Telecommunications**

The guest may need access to telephones in order to make calls to clients.

### **Systems/Databases/Applications**

Any computers provided by host would need internet connectivity.

### **Equipment**

The guest would work to provide any needed office supplies, but may need to utilize paper, pens, staplers, envelopes, etc. from the host.

### **Miscellaneous**

The guest would address any miscellaneous needs and attempt to accommodate, if able. The host may be also be able to provide such miscellaneous needs. These requests would be discussed between the host and guests department managers.

### **Approvals:**

WHEREAS, the Adams County Human Services Department and the Arapahoe County Department of Human Services are at risk of a disaster that could force the closure of facilities; and,

WHEREAS, the closure of human services facilities could negatively impact Adams and Arapahoe clients who are dependent on the timely provision of human services; and,

WHEREAS, the Adams and Arapahoe Counties Human Services Departments are required to provide human services by the State of Colorado; and,

WHEREAS, it is in the interest of the Adams County Human Services and the Arapahoe County Department of Human Services to have an existing joint IGA that outlines basic rights and obligations for each party in the event a disaster necessitates the parties temporarily sharing workspace.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams and Arapahoe, State of Colorado, that the Intergovernmental Agreement for Alternative Workspace between the Adams County Human Services Department and the Arapahoe County Department of Human Services, be approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said IGA on behalf of each County.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.  
State of Colorado                    )  
County of Arapahoe                )  
Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
By \_\_\_\_\_

My Commission expires \_\_\_\_\_.  
Notary Public

SEAL

ATTEST: Clerk to the Board

ARAPAHOE COUNTY

\_\_\_\_\_

By: \_\_\_\_\_  
Chair, Board of County Commissioners

Date: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.  
State of Colorado                    )  
County of Adams                    )  
Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
By \_\_\_\_\_

My Commission expires \_\_\_\_\_.  
Notary Public

SEAL

ATTEST: Clerk to the Board

ADAMS COUNTY

\_\_\_\_\_

By: \_\_\_\_\_  
Chair, Board of County Commissioners

Date: \_\_\_\_\_



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> October 3, 2017
<b>SUBJECT:</b> Residential Antidisplacement and Relocation Assistance Plan (RARAP)
<b>FROM:</b> Kristin Sullivan, Community and Economic Development Director
<b>AGENCY/DEPARTMENT:</b> Community Development
<b>HEARD AT STUDY SESSION ON:</b> Not applicable
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the RARAP for submission to HUD in order to receive funding.

### **BACKGROUND:**

HUD requires all grantees maintain a Residential Antidisplacement and Relocation Assistance Plan (RARAP) as detailed in the Uniform Relocation Act. The RARAP was prepared in accordance with the Housing and Community Development Act of 1974, as amended; and HUD regulations 24 CFR 42.325. The RARAP is applicable to all HUD assisted programs (e.g. Community Development Block Grant, HOME Investment Partnerships Program).

The intent of the RARAP is to ensure the County has a process for which residents, affected by a project receiving HUD funds, are not unlawfully displaced or relocated as a result of that project. In addition, it details steps to minimize the direct and indirect displacement of persons from their homes and defines relocation assistance to displaced persons.

The RARAP must have Board approval, with proof of resolution, for it to be accepted by HUD.

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

Community and Economic Development Department



**ATTACHED DOCUMENTS:**

Resolution  
Adams County Residential Antidisplacement and Relocation Assistance Plan

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE RESIDENTIAL ANTIDISPLACEMENT AND  
RELOCATION ASSISTANCE PLAN

Resolution 2017-

WHEREAS, Adams County Community Development (ACCD), a division of the Community and Economic Department, administers on behalf of the County the Community Development Block Grant (CDBG) program, the Home Improvement Partnerships Act (HOME) program, and other U.S. Department of Housing and Urban Development (HUD) programs; and,

WHEREAS, these programs encompass a variety of activities that trigger requirements outlined in the Housing and Community Development Act of 1974 pursuant to the Uniform Relocation Act, as amended (Act), including: rehabilitation, new construction, demolition, and other eligible activities; and,

WHEREAS, the Residential Antidisplacement and Relocation Assistance Plan defines procedures for providing replacement housing and/or relocation assistance for persons displaced by federally funded projects and ensures that the County has a process for which residents, affected by a project receiving federal funds, are not unlawfully displaced or relocated; and,

WHEREAS, the County has qualified, professional staff who will carry out duties detailed in the Residential Antidisplacement and Relocation Assistance Plan.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Residential Antidisplacement and Relocation Assistance Plan, a copy of which is attached, be approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said Residential Antidisplacement and Relocation Assistance Plan on behalf of Adams County.

# ADAMS COUNTY RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN

This Residential Antidisplacement and Relocation Assistance Plan (RARAP) is prepared by Adams County Community Development Division (ACCD) in accordance with the Housing and Community Development Act of 1974, as amended; and the US Department of Housing and Urban Development (HUD) regulations at 24 CFR 42.325 and is applicable to Adams County's Community Development Block Grant (CDBG), Neighborhood Stabilization Programs (NSP) and/or Home Investment Partnerships Program (HOME) assisted projects.

## Purpose

To provide a policy for minimizing the displacement of families, individuals, households, businesses, non-profit organizations or farm operations by projects assisted with CDBG, HOME, NSP and/or other HUD programs outlined below. For purposes of this plan, the term "persons" means any family, individual, household, business, non-profit organization, or farm operation. The RARAP outlines measures to be taken by Adams County to minimize displacement and defines the benefits and advisory services that are available when Adams County uses HUD funds in a project or activity that results in displacement due to demolition or conversion of lower-income dwelling units to a non-residential use. Displacement of any nature shall be reserved as a last resort action necessitated only when no other alternative is available.

## Background

Recipients of HUD funds are required to certify they have in effect and are following a RARAP as required by 24 CFR Part 42, Displacement, Relocation Assistance, and Real Property Acquisition for HUD and HUD-Assisted Programs, as amended. The purpose of the plan is to ensure recipients that carry out HUD-assisted projects do the following:

- Identify the reasonable steps it will take to minimize the displacement of persons from their homes as a result of a HUD-assisted project.
- Provide relocation assistance to low/moderate-income (LMI) households, including families and individuals, displaced as a direct result of the conversion of a LMI dwelling or the demolition of any housing for a project.
- Replace all occupied and vacant occupiable LMI dwellings that are converted to a use other than LMI dwellings or LMI dwellings that are demolished for a project.

## Policy / Procedures:

### I. Applicability

- A. This plan applies to Adams County, hereafter referred to as "County", and/or any developer, contractor, or agency on projects sponsored by the County that are funded in whole or in part by HUD funds subject to the regulations at 24 CFR Part 570 and/or 24

CFR Part 92. Henceforth, the phrase “County” also includes any developer, contractor, or agency participating in HUD-funded projects or activities funded by the County.

- B. This plan applies to any project approved by the County, which is funded in whole or in part by HUD funds subject to the aforementioned regulations and requires displacement.

## II. Definitions.

Definitions of terms used in this Plan or associated with this topic are found in applicable CDBG and HOME program regulations at 24 CFR 570 and 24 CFR 92. 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally- Assisted Programs of 1970, as amended; 24 CFR Part 42, Requirements Under Section 104(d) of Housing and Community Development Act of 1974; and HUD Handbook 1378, Tenant Assistance, Relocation and Real Property Acquisition. If definitions are found to be contradictory, the most stringent definition will apply.

## III. General Policy

- A. The County’s basic policy is that programs and projects assisted with HUD program funds will be undertaken in such a manner as to minimize the displacement of persons. In projects or activities that may be assisted by HUD program funds subject to 24 CFR Part 570, CDBG, and/or 24 CFR Part 92, HOME Program, in which displacement is required, Adams County and/or any County-approved developer, contractor, or agency will comply with 24 CFR Part 42, Displacement, Relocation Assistance, and Real Property Acquisition for HUD and HUD-Assisted Programs, as amended, as well as 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs, as amended.
- B. Relocation assistance will not be provided in the County’s CDBG/NSP and homeowner occupied housing rehabilitation activities including the Minor Home Repair (MHR) program conducted by ACCD. Procedures will be established to ensure that persons participating in CDBG and MHR activities are informed they will not be provided relocation assistance. Any person participating in the County’s voluntary MHR program is not eligible for relocation or displacement benefits.

## IV. Efforts to Minimize Displacement.

Adams County’s policy is to minimize displacement resulting from HUD-assisted activities as outlined below.

- A. Prior to approving a proposal, the County will consider all practical alternatives to any proposed project that may result in residential displacement. Alternatives considered may include other sites for the proposed project as well as the costs and benefits, both financial and non-financial, of each alternative. In the case of competing proposals, priority will be given to those proposed projects, that minimize or eliminate the displacement of tenants when possible.

- B. When displacement of persons, as previously defined, is necessary the County will provide advisory and referral services to assist displaced persons with finding alternative housing in the community.
- C. The County will work with real estate management companies, real estate brokers, landlords, and/or relocation advisors/counselors to locate decent, safe, and sanitary dwellings for households facing displacement.
- D. Policies that provide reasonable protections for tenants faced with conversion to a condominium or cooperative will be adopted.
- E. Where feasible, priority will be given to rehabilitation of housing, as opposed to demolition, to avoid displacement. In the case of rehabilitation of a HUD-assisted multi-family unit or housing complex funded by the County, the County will encourage and work with an owner/developer to stage rehabilitation of the units to allow tenants to remain in the building or complex during and after the rehabilitation to the extent possible, so long as work does not present unreasonable conditions for occupants. This will be accomplished by:
  - o Rehabilitating vacant units or buildings first
  - o Permitting tenants to move into the newly rehabilitated units
  - o Rehabilitating the remaining vacated units or buildings.
- F. No family will be required to move from a unit unless the County determines the work cannot be done with the family in residence. After rehabilitation and to the extent possible, tenants who are temporarily displaced will be given an opportunity to return to comparable units in the apartment or complex as rehabilitation is completed.
- G. The County will arrange for facilities to house persons who must be relocated temporarily during rehabilitation.
- H. If feasible, only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are “lower-income dwelling units” (as defined in 24 CFR 42.305) or structures that have not been used for residential purposes will be demolished or converted.

## V. Notices and Qualifying Conditions

- A. Before obligating or expending HUD funds on projects or activities that will directly result in demolition or conversion of LMI dwelling units, the County will make public and submit to the HUD Field Office the information prescribed in 24CFR42.375(c). Analysis or the potential one-for-one replacement obligations will be conducted during a review of any proposed project to ensure adequate funding and other resources will be available.

- B. When permanent displacement, due to acquisition, demolition, or rehabilitation may occur for a proposed project, occupants will be given a written General Information Notice by Certified Mail, return receipt requested, that a project has been proposed that may require them to move from the unit. The letter shall indicate the name, address, and telephone number for advisory services who may be contacted to provide assistance with the relocation and to answer questions they may have. The notice will include a brief explanation of relocation benefits that are available. Tenants will be provided a copy of HUD's pamphlet, "Relocation Assistance to Tenants Displaced from Their Homes" (HUD-1042-CPD). Homeowners will be provided HUD's pamphlet, "Relocation Assistance to Displaced Homeowner Occupants" (HUD-1044-CPD). Low-income persons displaced as a result of the demolition and/or conversion of their dwelling unit in a project funded in whole or in part by CDBG, NSP, or HOME funds will also receive the publication, "Relocation Assistance to Tenants Displaced From Their Homes (Section 104(d))" (HUD-1365-CPD).
- C. An occupant must reside in the dwelling unit on the date of a notice of intent to acquire, the initiation of negotiations, or actual acquisition of the property, whichever occurs first, to be eligible for relocation assistance. Tenants who move prior to meeting all eligibility requirements for payment but after receiving timely and adequate written notices and tenants who are evicted with good cause are not considered displaced and are ineligible for relocation benefits.
- D. No occupant of a dwelling shall be required to move unless first given a reasonable opportunity to relocate to a safe and habitable replacement dwelling, as determined by the County or its authorized representative, except in the event of threats to health and safety.

## VI. Relocation Assistance

The County shall provide assistance to displaced persons on a non-discriminatory basis. Involuntary displacement shall not result because of race, color, religion, national origin, age, sex, gender, or handicap status. Displaced persons may choose to receive assistance either through the Uniform Relocation Act (URA) and implementing regulations at 49 Part 24 or assistance under section 104(d) of the Housing and Community Development Act of 1974, provided they meet applicable eligibility requirements. For purposes of this plan, relocation assistance under section 104(d) is prescribed in 24 CFR 42.350.

### A. Advisory Services

1. In an attempt to minimize hardships to displaced residential occupants, the County will make advisory services available that will provide assistance at the level of services described in 49 CFR Part 24, process relocation claim benefits, and assist in meeting the relocation needs of the displaced person. The relocation counselor/advisor will assist the occupant in securing comparable decent, safe and sanitary housing by providing comparable replacement dwelling locations and the maximum acceptable rent or purchase price that establishes the upper rent limit of affordability to obtain a replacement dwelling. A minimum of three (3) resources

will be provided including rental management agencies, real estate brokers, and names of landlords, telephone numbers, and property addresses.

2. For residential occupants relocating within Adams County, the County or its representative will inspect each prospective and actual replacement dwelling unit in accordance with 3-7(a), HUD Handbook 1378, and determine that the dwelling is decent, safe and sanitary housing as defined at 49 CFR 24(a)(6) and (8). If the displaced person relocates to another community, the County or its representative may arrange for officials of that community to perform the inspection. A copy of the inspection form shall be included with the pertinent claim form. No replacement housing payment or referral to comparable housing may be made until such a determination is made.
3. Occupants shall be advised of their rights under the Fair Housing Law and will be given HUD's pamphlet "Fair Housing: Equal Opportunity for All" (HUD-1686-1-FHEO).

#### B. Moving Expenses

1. The County may use CDBG, NSP, HOME, and/or other sources of funds to pay for actual, reasonable, and necessary out-of-pocket moving expenses for displaced persons who move within 50 miles of Adams County, including transportation, packing, moving and unpacking of household goods, disconnecting and reconnecting utilities, storage of household goods, insurance for the replacement value of goods that must be placed in storage, and replacement value of property lost, stolen or damaged during the move. While a displaced person is not required to relocate within Adams County, expenses for mileage beyond 50 miles from the displacement location are to be covered by the displaced person. A displaced person will be assisted to complete a relocation claim form in order to be eligible to receive benefits.
2. For temporary moves, where the tenant intends to return to the rehabilitated unit, the tenant shall be reimbursed for all reasonable out-of-pocket expenses incurred with the temporary relocation including the cost of moving to and from the temporarily occupied housing, increased monthly housing expenses, and any other increased expenses deemed necessary and reasonable by the County.
3. A displaced residential person has a choice of three methods of calculating payment: payment for actual moving and related expenses or a fixed moving expense and dislocation allowance or a combination of both methods as follows:

- a. Actual Reasonable Moving and Related Expenses

A displaced person is entitled to payment for actual moving expenses that the County determines to be reasonable, customary and necessary. The payment for moving services shall be made directly to the mover. The County will secure at least two (2) bids from commercial movers. The bid will be awarded to the low bidder unless there are unusual circumstances that

should be considered. Reimbursement for non-refundable incidental moving expenses, such as utility service connections fees and costs of short-term housing or meals during the time of the move, must be supported by actual receipts and may require pre-approval by the County.

b. Fixed Moving Expense and Dislocation Allowance

A fixed move is for residential occupants who prefer to take full responsibility for the move. The County will make a one-time lump payment to cover all moving expenses based on the number of rooms in a unit or the number of rooms of furniture to be moved. The allowance shall be determined according to the applicable Fixed Residential Moving Cost Schedule published by the Federal Highway Administration in the Federal Register. There is no requirement to document how the funds are used. Incidental costs related to the move are not reimbursable under this option.

c. Security Deposit

A displaced lower-income person may be eligible to receive payment to cover a security deposit that is required by the landlord. The maximum security deposit shall be equal to one month's rent or an amount determined as reasonable by the County. The amount shall be offset by any refund of security deposit received by the lower-income person in connection with their move from the displacement site. In order to receive payment for security deposits, and occupant must be eligible to receive and elect to receive all moving and relocation assistance under section 104(d) regulations.

VII. Community Development Projects Subject to the Uniform Relocation Act (URA)

- A. When the County uses HUD funds in projects requiring displacement, the Uniform Relocation Assistance and Real Property Acquisition Act (URA) policies shall be followed. Benefits and assistance to be provided shall be according to the most currently promulgated federal regulations at 49 CFR Part 24.
- B. The County will provide protection for occupants who will not be permanently displaced. This involves keeping occupants informed and assuring they do not move unnecessarily by providing timely and accurate written notices. All rental rehabilitation projects involving HUD funds will be evaluated to determine if there is economic displacement as part of the project viability analysis. To avoid economic displacement, low-and moderate-income tenants who remain in a project will receive the offer of a suitable unit at an affordable price.
- C. Displaced tenants in occupancy for 90 days or less may be eligible for replacement housing payments for a period of 42 months. The payment amount will be determined in accordance with 49 CFR 24.402 (b) (1) and (2). A tenant may opt to receive cash replacement housing payments or Section 8 assistance, if available.
- D. If a tenant chooses to buy rather than rent a replacement home, the tenant may be eligible for homebuyer assistance based on the present value of the monthly payments



for the appropriate number of months. The amount of the payment must be applied to purchase a dwelling and related incidental expenses.

- E. Whenever a program or project cannot proceed on a timely basis because comparable replacement dwellings are not available within the monetary limits for owners or tenants, as specified in 49 CFR 24.401 and 402, as appropriate, the County shall provide additional or alternative assistance under the provisions of 49 CFR 24.404. Any decision to provide last resort housing, however, must be adequately justified under the criteria in 24 CFR 24.404(a)(1) or (2).

#### VIII. Community Development Projects Subject to Section 104(D) of the Housing and Community Development Act

Part 570, Subpart K of Title I of the Housing and Community Development Act of 1974, requires that reasonable relocation assistance be provided to LMI persons displaced as a result of the use of HUD funding to demolish or convert LMI dwelling units, which are occupied or vacant occupiable. Benefits and assistance to be provided shall be according to the most currently promulgated federal regulations at 24 CFR Part 42.

Before entering into a contract committing Adams County funds for a project that will directly result in demolition or conversion of lower-income dwelling units, Adams County will make public by publishing in the local newspaper and submitting to the HUD Field Office the following information in writing:

1. A description of the proposed assisted project;
2. The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of an assisted project;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. To the extent known, the address, number of lower-income dwelling units by size (number of bedrooms) and location on a map of the replacement low-income housing that has or will be provided;
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit is designated to remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
7. Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and

consistent with the housing needs and priorities identified in the HUD-approved Consolidated Plan and 24 CFR 42.375(b).

To the extent that the specific location of the replacement dwelling units and other data in items 4 through 7 are not available at the time of the general submission, Adams County will identify the general location of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available.

A. Buildings to be Demolished or Converted Subject to One-for-One Replacement

1. Whenever LMI residential buildings are to be demolished or converted to another use using HUD funds, all occupied and vacant occupiable LMI dwelling units will be replaced with comparable LMI dwelling units, one-for-one. When feasible, replacement units will be located in the same neighborhood as the units replaced. Replacement units will remain LMI dwelling units for a period of 10 years after occupancy. HOME-assisted units must comply with the provisions of 24 CFR Part 92. The one-for-one replacement does not apply to units that are determined uninhabitable prior to demolition or conversion.
2. A person is eligible for assistance when living in a unit to be converted or demolished as part of a HUD-assisted activity or project.
3. The County may elect to request HUD's determination that the one-for-one replacement requirement does not apply in accordance with 24 CFR 42.375(c).

D. Replacement not Required Based on Unit Availability

Under 24 CFR 42.375(d), Adams County may submit a request to HUD (or to the State, if funded by the State) for a determination that the one-for-one replacement requirement does not apply based on objective data that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within the area.

E. Replacement Housing Payment: An LMI displaced person is eligible for relocation benefits if they are to be displaced as a result of a HUD-assisted demolition or conversion activity. Replacement housing assistance shall be equal to 60 times the amount necessary to reduce the monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling to the Total Tenant Payment. The Total Tenant Payment is the highest of:

1. Thirty (30) percent of the family's monthly adjusted income;
2. Ten (10) percent of the family's monthly gross income; or
3. The designated allowance for rent/utility costs, if the person is receiving welfare assistance from a public agency and a part of such assistance, adjusted in

accordance with the person's actual housing costs, is specifically designated by the public agency to meet the person's rent and utility costs.

- D. The County shall make a payment for reasonable and necessary security deposits required to rent the replacement dwelling unit.
- E. If a tenant chooses to buy rather than rent a replacement dwelling, the tenant may be eligible for assistance based on the capitalized value of the monthly payments for the appropriate number of months. The amount of the payment must be applied to purchase an interest in a housing cooperative or mutual housing association only.

#### IX. Appeal by Displaced Persons

- A. A person may file an appeal when he/she believes the County failed to:
  - 1. Properly determine the person qualifies, or will qualify (upon moving), as a displaced person who is eligible for relocation assistance;
  - 2. Properly determine the amount of any relocation payment required by HUD Handbook 1378 or a payment required under 49 CFR Part 24 or 24 CFR Part 42. A person's acceptance of a payment that is less than the full amount claimed does not limit the persons' right to appeal;
  - 3. Provide appropriate referrals to comparable replacement dwellings or inspect the replacement dwelling in a timely manner; or
  - 4. Waive the time limit for (1) filing a claim or an appeal or (2) purchasing, renting, or occupying a replacement dwelling.
- B. For information on submitting an appeal, please refer to the Adams County Citizen Participation Plan. The plan can be found on the County's website, [www.adcogov.org](http://www.adcogov.org).
- C. The County shall make a written determination on the appeal, including an explanation of the basis on which the decision was made, and furnish the person a copy. If the full relief requested is not granted, the County shall advise the person of his or her right to seek judicial review and, where applicable (see below), the right to request the HUD Field Office to review the County's determination on the appeal.
- D. Under certain HUD program regulations a person (often limited to a low-income person as defined in HUD Handbook 1378, paragraph 1-4V) who is dissatisfied with the grantee's determination on an appeal, may submit a written request for review of that decision to the HUD Field Office that administers URA requirements for HUD-assisted programs in the jurisdiction. See Chapter 1-10 of HUD Handbook 1378 for additional details.
- E. Nothing in this policy shall in any way preclude or limit a person from seeking judicial review of the appeal on its merits after the person exhausts the administrative remedies described herein.

## Contacts

When URA is triggered, the appropriate Adams County Community Development staff is responsible for tracking the replacement of lower income dwelling units and ensuring that they are provided within the required period.

The Adams County Community Development Division is responsible for providing relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any dwelling unit or the conversion of lower-income dwelling units to another use as part of a project funded by HUD.

## References

- a. Housing and Community Development Act of 1974, as amended.
- b. Cranston-Gonzalez National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992.
- c. 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, as amended.
- d. 24 CFR Part 42, Displacement, Relocation Assistance, and Real Property Acquisition for HUD and HUD-Assisted Programs, as amended.
- e. 24 CFR Part 570.606, Community Development Block Grants (CDBG), as amended.
- f. 24 CFR Part 92.353, HOME Investment Partnerships (HOME) Program, as amended.
- g. HUD Handbook 1378, Tenant Assistance Relocation and Real Property Acquisition Handbook, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Plan.

SUBGRANTEE:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF COLORADO        )  
  ) ss.  
ADAMS COUNTY                )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_, 2017 by  
\_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, the SUBGRANTEE herein named.

WITNESS my hand and official seal.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

ADAMS COUNTY

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

ATTEST  
Stan L. Martin, CLERK AND RECORDER

\_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Adams County Attorney's Office



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> October 3, 2017
<b>SUBJECT:</b> School District 27J Mill Levy
<b>FROM:</b> Raymond Gonzales, County Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> August 29, 2017 during AIR
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the attached resolution regarding the School District 27J mill levy.

### **BACKGROUND:**

Adams County recognizes the importance of high quality education to the overall stability, well-being and vitality of the community and supports passage of 3D for the benefit of School District 27J.

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

### **ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

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

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

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

RESOLUTION IN SUPPORT OF SCHOOL DISTRICT 27J BALLOT ISSUE 3D

WHEREAS, Adams County recognizes the importance of high quality education to the overall stability, well-being and vitality of the community; and,

WHEREAS, Adams County acknowledges the impact of growth has on the facilities and staff of District 27J and appreciates that it has the lowest per pupil funding and lowest beginning and average teacher salaries of all fifteen Denver-metro area school districts; and,

WHEREAS, District 27J is proposing a mill levy override that will provide essential funding to recruit and retain qualified teachers and staff, improve the quality of educational materials and technology resources in their schools; and,

WHEREAS, Adams County recognizes that School District 27J is the fastest growing district in the entire metro Denver region, with the number of students nearly doubling over the last ten years and growth expected to continue; and,

WHEREAS, District 27J informs Adams County that it has the least funding per student of any district in the entire Denver metro area; and,

WHEREAS, the Board of County Commissioners believe that passage of ballot issue 3D for District 27J is in the best interests of Adams County.

NOW, THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Adams County, Colorado do hereby support passage of 3D for the benefit of School District 27J.





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> October 3, 2017
<b>SUBJECT:</b> Water Truck Purchase
<b>FROM:</b> Raymond H. Gonzales, County Manager Patti Duncan, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
<b>HEARD AT STUDY SESSION ON:</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves a purchase order to MHC Kenworth Denver for a Water Truck

### **BACKGROUND:**

On August 2, 2017 Adams County issued a formal Request for Proposal (RFP) seeking a qualified contractor to provide a Water Truck for Facilities and Fleet Management that is to be utilized primarily by Parks and Open Space for grounds maintenance and dust mitigation. Proposals were opened on August 25, 2017 with four firms submitting proposals; West-Mark, Bruckner Truck Sales, MHC Kenworth Denver and McDonald Equipment.

Proposals were evaluated based on the following criteria: Proposed Cab/Chassis/Engine combination; design functionality of the water tank; the ability of the contractor to meet all vehicle requirements; contractor experience; and vehicle costs. After a thorough review, the evaluation committee determined Bruckner Truck Sales' proposal did not meet the required specifications. Of the remaining three proposals the decision was made to purchase the water truck from MHC Kenworth Denver because of the functionality of the water tank on the Kenworth Chassis, engine power and options, vehicle turning radius and vehicle pricing. The proposal received from MHC Kenworth Denver was the highest technical scoring response and at the best value to Adams County.

It is recommended that the Board of County Commissioners approves a purchase order to MHC Kenworth Denver for the purchase of the Water Truck in the amount of \$104,456.00.

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

Facilities and Fleet Management  
Parks and Open Space

**ATTACHED DOCUMENTS:**

Resolution  
Evaluation Summary Sheet

**FISCAL IMPACT:**

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

<b>Fund: 1</b>
<b>Cost Center: 9111</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9165	91111610	\$435,000
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u><u>\$435,000</u></u>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A PROPOSAL AND AWARDING A PURCHASE ORDER TO  
MHC KENWORTH DENVER FOR A WATER TRUCK

WHEREAS, on August 25, 2017, MHC Kenworth Denver (Contractor) submitted a proposal to provide a Water Truck for Facilities and Fleet Management; and,

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

WHEREAS, Contractor agrees to provide the Water Truck in the not to exceed amount of \$104,456.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to MHC Kenworth Denver to provide a Water Truck.

BE IT FURTHER RESOLVED, that the Purchasing Division is hereby authorized to sign the Purchase Order to MHC Kenworth Denver for said Water Truck.

**RFP #2017.119 - WATER TRUCK EVALUATION SUMMARY SHEET**

<b>CONTRACTOR: WEST-MARK</b>						<b>PRICE</b>			<b>\$125,551.00</b>
<b>CATEGORY: (project specific)</b>	<b>Total Available Points</b>	<b>Evaluator 1</b>	<b>Evaluator 2</b>	<b>Evaluator 3</b>	<b>Evaluator 4</b>				<b>CATEGORY TOTALS</b>
CHASSIS/ENGINE	25	23	25	25	25				98
WATER TANK DESIGN	30	22	26	20	25				93
MET VEH. REQUIREMENTS	15	14	14	15	10				53
CONTRACTOR EXPERIENCE	5	4	5	4	5				18
PRICE	25	21	21	21	21				83
<b>TOTALS:</b>	<b>100</b>	84	91	85	86				345

**TOTAL SCORE:** 345

**TOTAL AVG. SCORE:** 86

<b>CONTRACTOR: MHC KENWORTH DENVER</b>						<b>PRICE</b>			<b>\$104,456.00</b>
<b>CATEGORY: (project specific)</b>	<b>Total Available Points</b>	<b>Evaluator 1</b>	<b>Evaluator 2</b>	<b>Evaluator 3</b>	<b>Evaluator 4</b>				<b>CATEGORY TOTALS</b>
CHASSIS/ENGINE	25	23	25	25	25				98
WATER TANK DESIGN	30	28	29	30	30				117
MET VEH. REQUIREMENTS	15	14	14	10	15				53
CONTRACTOR EXPERIENCE	5	4	5	5	5				19
PRICE	25	25	25	25	25				100
<b>TOTALS:</b>	<b>100</b>	94	98	95	100				387

**TOTAL SCORE:** 387

**TOTAL AVG. SCORE:** 97

<b>CONTRACTOR: MACDONALD EQUIPMENT</b>						<b>PRICE</b>			<b>\$130,000.00</b>
<b>CATEGORY: (project specific)</b>	<b>Total Available Points</b>	<b>Evaluator 1</b>	<b>Evaluator 2</b>	<b>Evaluator 3</b>	<b>Evaluator 4</b>				<b>CATEGORY TOTALS</b>
CHASSIS/ENGINE	25	25	25	25	25				100
WATER TANK DESIGN	30	23	15	20	25				83
MET VEH. REQUIREMENTS	15	10	9	15	15				49
CONTRACTOR EXPERIENCE	5	3	5	5	5				18
PRICE	25	20	20	20	20				80
<b>TOTALS:</b>	<b>100</b>	81	74	85	90				330

**TOTAL SCORE:** 330

**TOTAL AVG. SCORE:** 83



**PUBLIC HEARING AGENDA ITEM**

<b>DATE OF PUBLIC HEARING:</b> October 3, 2017
<b>SUBJECT:</b> SAFE Home Study Services Agreement
<b>FROM:</b> Raymond H. Gonzales, County Manager; Bryan Ostler, Interim Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Procurement and Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Human Services Department, Division of Children and Family Services
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves Amendment One for the agreement with Maple Star Colorado for SAFE Home Study Services.

**BACKGROUND:**

A formal Request for Proposal (RFP) was published for the Structured Analysis Family Evaluations (SAFE) Home Study program in September of 2016. Maple Star Colorado was awarded the agreement to provide these evaluations to facilitate permanency for children who are legally freed for adoption. SAFE Home Study Services are a requirement for Foster Care certification and adoption. The SAFE Home Study services include Home Studies, Home Study Updates, and Expedited Home Studies.

In order to meet the Block grant funding cycle it is requested that the SAFE Home Study Agreement be extended through July 1, 2018.

The Human Services Department is requesting an agreement increase for the following:

Contractor	Current Amount 2016/2017	Increase for 2017/2018	Total Contract Amount	Block Funding:
Maple Star Colorado	\$95,000	\$205,000	\$300,000	80/20

These adjustments are specifically for the increased need of home-based study services in two (2) areas. The first study area increase is the large number of kinship family placements of foster children. Therefore resulting in the second area of study increase, which is the request to adopt foster children by kinship in their current homes. Each type of service area requires a defined SAFE Home Study.

The recommendation is Amendment One be approved with Maple Star Colorado to extend the agreement until July 1, 2018, in the not to exceed amount of \$300,000.

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

Human Services Department, Division of Children and Family Services

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

<b>Fund: 15</b>
<b>Cost Center: 2000E9001250</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	5755		\$240,000
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<b><u>\$240,000</u></b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	8310		\$300,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<b><u>\$300,000</u></b>

**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 MAPLE STAR COLORADO FOR THE SAFE HOME STUDY  
PROGRAM

WHEREAS, Maple Star Colorado currently provides Structured Analysis Family Evaluation (SAFE) Home Study services to families referred by the Adams County Human Services Department; and,

WHEREAS, the Adams County Human Services Department would like to extend the agreement until July 1, 2018; and,

WHEREAS, due to the increased need for home-based services, the Human Services Department would like to add an additional \$205,000.00 to the existing agreement, for a not to exceed new total contract amount of \$300,000.00; and,

WHEREAS, this program is funded 80/20 under the Block Grant, 80% is paid by the State with a 20% County match required.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the contract between Adams County and Maple Star Colorado for SAFE Home Study services be approved.

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



## MEMORANDUM

To: Board of County Commissioners

From: Christopher C. LaRue, Senior Planner

Date: September 25, 2017

Subject: Request to continue Case# RCU2017-00028, Kiowa Solar Project to October 17, 2017

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### **Background**

Kiowa Solar LLC is requesting a conditional use permit to allow a solar energy project in the Agriculture-3 (A-3) zone district. The property is located at the southeast corner of East 56<sup>th</sup> Avenue and Converse Road. The Planning Commission considered this case on September 14, 2017 and unanimously continued it to their September 28, 2017 meeting. The continuance was as a result of new information presented by neighboring property owners in opposition to the request and to provide ample time for the applicant to respond to the information. Specifically, the neighboring residents requested installation of adequate landscaping on the eastern perimeter of the proposed solar energy facility. This is to screen the solar panels from view of adjacent residents. The applicant has provided an updated screening plan for the Planning Commission and surrounding residents to consider.

Currently, the BoCC is scheduled to consider the subject conditional use permit on October 3<sup>rd</sup>. However, due to the continuance by the Planning Commission and outstanding unresolved issues, staff recommends that the BoCC continue hearing of the case to October 17<sup>th</sup>.

### **Recommended Action:**

Staff is requesting the Board of County Commissioners continue the request for case # RCU2017-00028 to the Board's meeting on October 17, 2017. A full staff report shall be provided at the October 17<sup>th</sup> hearing.