



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 24, 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 October 11-13, 2017
- B.** Minutes of the Commissioners' Proceedings from October 17, 2017
- C.** Adams County Public Trustee Operational Expense for the Quarter Ending September 2017
- D.** Resolution Approving a Lease between Adams County and the Denver Indian Center for a Portion of the Pete Mirelez Human Services Center to Provide Client Services
(File was approved by ELT)

- E.** Resolution Approving a Lease between Adams County and Family Tree, Inc., for a Portion of the Pete Mirelez Human Services Center to Provide Client Services
(File was approved by ELT)
- F.** Resolution Approving a Lease between Adams County and Maple Star Colorado for a Portion of the Pete Mirelez Human Services Center to Provide Client Services
(File was approved by ELT)
- G.** Resolution Approving a Lease between Adams County and La Raza Services, Inc., for a Portion of the Pete Mirelez Human Services Center to Provide Client Services
(File was approved by ELT)
- H.** Resolution Approving a Lease between Adams County and Seniors' Resource Center for a Portion of the Pete Mirelez Human Services Center to Provide Client Services
(File was approved by ELT)
- I.** Resolution Approving Right-of-Way Agreement and Memorandum of Right-of-Way Agreement between Adams County and Discovery DJ Services, LLC, for an Easement to Construct a Transmission Pipeline on County Owned Property Along Riverdale Road
(File was approved by ELT)
- J.** Resolution Approving the Adams County Colorado Policy Regarding Collective Bargaining and the Adams County Colorado Policy for Supervisors and Managerial Employees Regarding Collective Bargaining
(File was approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

- 1.** Resolution Awarding a Purchase Order to Motorola Solutions for the Radio Replacement Project
(File was approved by ELT)
- 2.** Resolution Awarding an Agreement to CML Security LLC for the Human Management Interface System Upgrade
(File was approved by ELT)
- 3.** Resolution Awarding an Agreement to CML Security LLC for the Detention Center Security System Maintenance Services
(File was approved by ELT)
- 4.** Resolution Awarding an Agreement to Ulteig Engineering Inc., for the ADA Transition Program
(File was approved by ELT)
- 5.** Resolution Approving Subdivision Improvements Agreement between Adams County and Midtown LLC for Midtown at Clear Creek Filing 6
(File was approved by ELT)
- 6.** Resolution Approving Subdivision Improvements Agreement between Adams County and Midtown LLC for Midtown at Clear Creek Filing 9
(File was approved by ELT)
- 7.** Resolution Approving Subdivision Improvements Agreement between Adams County and Midtown LLC for Midtown at Clear Creek Filing 10
(File was approved by ELT)

8. Resolution Approving Subdivision Improvements Agreement between Adams County and Midtown LLC for Midtown at Clear Creek School Site
(File was approved by ELT)

B. COUNTY ATTORNEY

8. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

County of Adams
Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	169,794.45
6	Equipment Service Fund	24,453.21
7	Stormwater Utility Fund	49.80
13	Road & Bridge Fund	291,260.74
19	Insurance Fund	44,315.90
27	Open Space Projects Fund	30.97
31	Head Start Fund	3,848.14
35	Workforce & Business Center	4,922.99
		<u>538,676.20</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>
00715258	239044	ADAMS STEFANI	10/11/17	81.00
00715259	433987	ADCO DISTRICT ATTORNEY'S OFFIC	10/11/17	280.31
00715260	334777	ALLEN DEBRA JEAN	10/11/17	222.04
00715261	228213	ARAMARK REFRESHMENT SERVICES	10/11/17	703.28
00715263	37266	CENTURY LINK	10/11/17	205.39
00715264	37266	CENTURY LINK	10/11/17	95.99
00715268	255001	COPYCO QUALITY PRINTING INC	10/11/17	4,131.52
00715269	645079	CUSHING MARY ANN	10/11/17	123.00
00715270	248103	DS WATERS OF AMERICA INC	10/11/17	767.99
00715272	644246	GOODSON JEROMY	10/11/17	61.00
00715273	565398	GREER, AMY	10/11/17	123.00
00715274	442923	GUARDADO ALMA S	10/11/17	34.24
00715275	600678	GURARIE MAYA	10/11/17	22.47
00715276	520659	HOGLUND CAITLIN	10/11/17	219.51
00715277	62147	LAUGHERY PATSY	10/11/17	13.91
00715278	430273	LEWIS BETHANY	10/11/17	11.77
00715279	282525	LIPSEY SEAN	10/11/17	159.97
00715280	28667	LOCH FANCY	10/11/17	36.38
00715282	262826	LUNA LILLIAN	10/11/17	600.00
00715283	581490	MAYER LISA	10/11/17	171.00
00715284	70915	MCDERMOTT HEATHER	10/11/17	116.63
00715285	260201	NORTHWEST PARKWAY LLC	10/11/17	4.90
00715289	187096	PETROCCO KATE	10/11/17	90.00
00715290	4842	PITNEY BOWES	10/11/17	441.96
00715291	369706	SANDOVAL DANIELLE	10/11/17	58.85
00715292	508977	SIGMAN RONALD	10/11/17	321.64
00715294	645080	SMITH GERALD	10/11/17	123.00
00715295	37833	ST ANTHONY NORTH	10/11/17	4,160.25
00715296	94975	STICKA LAVONNE	10/11/17	300.00
00715298	196462	VLASSIS NICOLE	10/11/17	29.96
00715301	219183	BALL FRANK J	10/11/17	19.00
00715302	37424	BC SERVICES INC	10/11/17	19.00
00715303	644638	BIRD RODNEY DEAN	10/11/17	19.00
00715304	644639	BLEA ROSEMARIE	10/11/17	19.00
00715305	644641	BOWLES CYNTHIA	10/11/17	19.00
00715306	629204	BROWN BROTHERS WATERPROOFING L	10/11/17	3,721.00

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00715307	644642	BROWN DUNNING WALKER	10/11/17	66.00
00715308	446423	BRUMBAUGH & QUANDAHL	10/11/17	19.00
00715310	644643	CASTILLO MIGUEL ANGEL	10/11/17	19.00
00715311	644644	CLEMENTE PEREZ CINDY NAVIDAD	10/11/17	19.00
00715312	63476	COLO CARPET CENTER INC	10/11/17	79,025.00
00715314	644645	DETTMER TRACIE	10/11/17	19.00
00715315	57888	FRANCY LAW FIRM, PLLC	10/11/17	19.00
00715316	644646	HENRY THOMAS	10/11/17	19.00
00715317	219323	HINDMANSANCHEZ	10/11/17	19.00
00715318	644715	HOFFERBERTH BRADFORD	10/11/17	38.00
00715319	79260	IDEXX DISTRIBUTION INC	10/11/17	37.51
00715320	644728	KEIR CORINNE M	10/11/17	19.00
00715321	166679	LEACHMAN, MARK A	10/11/17	19.00
00715322	644736	LES SCHWAB TIRES	10/11/17	19.00
00715323	238225	LINKEDIN.COM	10/11/17	3,543.75
00715324	644737	LOPEZ MARISSA QUISAM	10/11/17	66.00
00715325	381372	MACHOL & JOHANNES, LLC	10/11/17	78.00
00715326	644738	MARTINEZ REBEKAH	10/11/17	19.00
00715327	619985	MORENO DENNIS	10/11/17	12,035.71
00715328	644739	MOSSER JASON ALLEN	10/11/17	19.00
00715329	13591	MWI VETERINARY SUPPLY CO	10/11/17	2,803.82
00715332	644740	REAGAN PURSCHKE RACHEL	10/11/17	19.00
00715333	88393	RECRUITING.COM	10/11/17	760.00
00715334	644741	RITER MICHAEL	10/11/17	19.00
00715335	644742	ROBINSON CORY	10/11/17	66.00
00715336	644745	RODRIGUEZ ANDRE MICHAEL	10/11/17	19.00
00715338	71946	SPRINGMAN, BRADEN, WILSON & PO	10/11/17	198.00
00715339	414086	SQUEEGEE SQUAD	10/11/17	7,180.00
00715340	218715	TSCHETTER HAMRICK SULZER	10/11/17	792.00
00715341	338508	WRIGHTWAY INDUSTRIES INC	10/11/17	85.50
00715342	57887	WYN T TAYLOR	10/11/17	19.00
00715343	644746	YEATTS MONA KAY	10/11/17	66.00
00715344	643890	AALAS MILE HIGH BRANCH	10/12/17	400.00
00715345	381728	ABEYTA STREET ACCURATE PROCESS	10/12/17	40.00
00715346	32273	ALL COPY PRODUCTS INC	10/12/17	574.91
00715347	383698	ALLIED UNIVERSAL SECURITY SERV	10/12/17	1,822.72

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>
00715348	201312	ARAPAHOE SIGN ARTS	10/12/17	1,505.00
00715349	39402	BIRD CONSERVANCY OF THE ROCKIE	10/12/17	2,000.00
00715350	422450	BRYANT ERIK	10/12/17	77.58
00715351	643893	CASIAS ADRIAN	10/12/17	300.00
00715352	643886	CASTRO ANDREA	10/12/17	75.00
00715353	63476	COLO CARPET CENTER INC	10/12/17	3,650.29
00715354	643892	CRAWFORD KELLY	10/12/17	400.00
00715355	40325	DENVER POST	10/12/17	4,528.00
00715356	643891	ESQUIVEL SUSANNA	10/12/17	400.00
00715357	643885	GAYOSSO MARIA	10/12/17	75.00
00715358	643884	HARRISON ANTOINETTE	10/12/17	75.00
00715359	643888	HUANG CHONG	10/12/17	75.00
00715360	5814	I70 SCOUT THE	10/12/17	42.24
00715361	5814	I70 SCOUT THE	10/12/17	42.24
00715362	410676	KARRE MEREDITH	10/12/17	11.00
00715363	643749	LESH CHRIS	10/12/17	84.74
00715364	643678	MELLENDEZ ANDREW	10/12/17	400.00
00715365	13688	METRONORTH CHAMBER OF COMMERCE	10/12/17	305.00
00715366	643887	MILE HIGH DISC GOLF CLUB	10/12/17	100.00
00715367	93320	MILE HIGH TREE CARE INC	10/12/17	6,500.00
00715368	643889	O'MALLEY-LEFEBVRE KRIS	10/12/17	75.00
00715369	618136	PARAGON DINING SERVICES	10/12/17	130.00
00715370	205972	SANDOVAL, AARON P	10/12/17	35.00
00715371	12021	STURGEON ELECTRIC CO	10/12/17	400.00
00715372	293662	SUMMIT LABORATORIES INC	10/12/17	410.00
00715373	52553	SWEEPSTAKES UNLIMITED	10/12/17	30.00
00715374	85446	TYCO WESTFIRE	10/12/17	867.03
00715376	48935	VIS KELLY C	10/12/17	122.41
00715377	13822	XCEL ENERGY	10/12/17	40.33
00715379	13040	ADCO DISTRICT ATTORNEY	10/12/17	263.71
00715380	433987	ADCO DISTRICT ATTORNEY'S OFFIC	10/12/17	193.37
00715382	334777	ALLEN DEBRA JEAN	10/12/17	131.46
00715384	645697	BURG ADAM	10/12/17	157.50
00715386	8804941	DELTA COUNTY SHERIFF	10/12/17	19.50
00715387	60109	GOODBEE MICHELLE	10/12/17	372.00
00715390	94055	MCALLISTER JEAN G	10/12/17	40.00

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00715392	92872	MONTOYA ABEL M	10/12/17	157.50
00715395	308437	RANDSTAD US LP	10/12/17	878.07
00715396	645348	RIVERA-HERNANDEZ BEATRIZ	10/12/17	75.00
00715397	38961	SHREVE JEANNE	10/12/17	106.75
00715398	7162	WAGNER GEORGIA C	10/12/17	15.00
00715400	437761	YOUNGER HEATHER	10/12/17	41.52
00715401	342912	BOOTH KERRI	10/12/17	108.50
00715402	77095	COMMERCE CITY	10/12/17	25.00
00715403	34201	EDELSTEIN DOUG	10/12/17	108.50
00715404	645598	FITCH CHRISTINE L	10/12/17	108.50
00715405	296955	FRANCESCANI CHRISTINE	10/12/17	108.50
00715406	77413	GREGG KATHERINE	10/12/17	108.50
00715407	491106	OXARART MARISSA	10/12/17	108.50
00715408	18641	REINSTEIN HOWARD	10/12/17	108.50
00715409	44589	STANLEY JENNIFER DAWN	10/12/17	108.50
00715428	48935	VIS KELLY C	10/12/17	108.50
00715429	34277	WIGGINS REBECCA	10/12/17	108.50
00715445	630412	ADVANCED LAUNDRY SYSTEMS	10/13/17	794.94
00715449	429633	ANDERSON CASSIE	10/13/17	187.25
00715450	322973	ARMORED KNIGHTS INC	10/13/17	1,368.06
00715455	2914	BOB BARKER COMPANY	10/13/17	5,046.51
00715457	7404	COLORADO IMAGING ASSOCIATES PC	10/13/17	65.02
00715458	13049	COMMUNITY REACH CENTER	10/13/17	300.00
00715459	163136	DEEP ROCK WATER	10/13/17	288.85
00715460	248103	DS WATERS OF AMERICA INC	10/13/17	165.64
00715461	13891	DSD CIVIL DENVER COUNTY SHERIF	10/13/17	48.20
00715462	815413	EMPLOYMENT LAW SOLUTIONS INC	10/13/17	700.00
00715466	426190	JENSEN DEBORAH JANE	10/13/17	81.91
00715467	77611	KD SERVICE GROUP	10/13/17	2,486.32
00715468	40843	LANGUAGE LINE SERVICES	10/13/17	674.04
00715469	42876	LEXISNEXIS RISK SOLUTIONS	10/13/17	100.79
00715472	35108	STEVENS KOENIG REPORTING	10/13/17	981.40
00715474	28574	VERIZON WIRELESS	10/13/17	301.80
00715475	28617	VERIZON WIRELESS	10/13/17	2,376.60

Fund Total**169,794.45**

Net Warrants by Fund Detail

6Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00715266	626215	CHAVIRA JAIME	10/11/17	92.84
00715288	88812	PATRIDGE CHRISTOPHER	10/11/17	750.00
00715300	11657	A & E TIRE INC	10/11/17	4,996.00
00715331	324769	PRECISE MRM LLC	10/11/17	6,021.00
00715337	16237	SAM HILL OIL INC	10/11/17	10,621.09
00715443	11657	A & E TIRE INC	10/13/17	1,897.28
00715444	295403	ABRA AUTO BODY & GLASS	10/13/17	75.00
Fund Total				24,453.21

County of Adams
Net Warrants by Fund Detail

7

Stormwater Utility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00715393	390415	PETERSON RODNEY D AND MARZETTA	10/12/17	49.80
Fund Total				49.80

Net Warrants by Fund Detail

13

Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00715378	11657	A & E TIRE INC	10/12/17	67.50
00715381	13074	ALBERT FREI & SONS INC	10/12/17	668.47
00715385	2305	COBITCO INC	10/12/17	195.80
00715391	21134	METECH RECYCLING	10/12/17	874.46
00715394	556555	PREMIER PORTABLES	10/12/17	920.00
00715399	78276	WAYNE A MITCHELL LLC	10/12/17	11,425.50
00715410	1007	UNITED POWER (UNION REA)	10/12/17	36.00
00715411	1007	UNITED POWER (UNION REA)	10/12/17	34.00
00715412	1007	UNITED POWER (UNION REA)	10/12/17	112.00
00715413	1007	UNITED POWER (UNION REA)	10/12/17	139.03
00715414	1007	UNITED POWER (UNION REA)	10/12/17	37.36
00715415	1007	UNITED POWER (UNION REA)	10/12/17	101.56
00715416	1007	UNITED POWER (UNION REA)	10/12/17	142.96
00715417	1007	UNITED POWER (UNION REA)	10/12/17	16.50
00715418	1007	UNITED POWER (UNION REA)	10/12/17	16.50
00715419	1007	UNITED POWER (UNION REA)	10/12/17	16.50
00715420	1007	UNITED POWER (UNION REA)	10/12/17	33.00
00715421	1007	UNITED POWER (UNION REA)	10/12/17	20.23
00715422	1007	UNITED POWER (UNION REA)	10/12/17	88.49
00715423	1007	UNITED POWER (UNION REA)	10/12/17	17.00
00715424	1007	UNITED POWER (UNION REA)	10/12/17	33.00
00715425	1007	UNITED POWER (UNION REA)	10/12/17	48.84
00715426	1007	UNITED POWER (UNION REA)	10/12/17	48.84
00715427	1007	UNITED POWER (UNION REA)	10/12/17	23.16
00715430	13822	XCEL ENERGY	10/12/17	142.44
00715431	13822	XCEL ENERGY	10/12/17	115.25
00715432	13822	XCEL ENERGY	10/12/17	237.51
00715433	13822	XCEL ENERGY	10/12/17	140.42
00715434	13822	XCEL ENERGY	10/12/17	1,184.78
00715435	13822	XCEL ENERGY	10/12/17	30.91
00715436	13822	XCEL ENERGY	10/12/17	236.27
00715437	13822	XCEL ENERGY	10/12/17	252.18
00715438	13822	XCEL ENERGY	10/12/17	24,135.70
00715439	13822	XCEL ENERGY	10/12/17	2,953.27
00715440	13822	XCEL ENERGY	10/12/17	3.02
00715441	13822	XCEL ENERGY	10/12/17	150.31

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>
00715442	13822	XCEL ENERGY	10/12/17	59.08
00715447	12012	ALSCO AMERICAN INDUSTRIAL	10/13/17	405.94
00715448	514940	AMERICAN WEST CONSTRUCTION	10/13/17	130,527.72
00715451	23969	ASPHALT SPECIALTIES CO INC	10/13/17	6,807.28
00715452	23969	ASPHALT SPECIALTIES CO INC	10/13/17	4,664.64
00715453	23969	ASPHALT SPECIALTIES CO INC	10/13/17	5,512.43
00715454	23969	ASPHALT SPECIALTIES CO INC	10/13/17	2,366.08
00715456	8909	BRANNAN SAND & GRAVEL COMPANY	10/13/17	82.41
00715463	534975	EP&A ENVIROTAC INC	10/13/17	21,585.00
00715464	517284	H-2 ENTERPRISES LLC	10/13/17	22,227.75
00715465	8326	INDEPENDENT SALT CO	10/13/17	43,327.91
00715471	430098	REPUBLIC SERVICES #535	10/13/17	1,468.27
00715473	158184	UTILITY NOTIFICATION CENTER OF	10/13/17	91.35
00715476	13082	W L CONTRACTORS INC	10/13/17	7,436.12
Fund Total				291,260.74

Net Warrants by Fund Detail

19Insurance Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00715293	10449	SIR SPEEDY	10/11/17	187.50
00715309	419839	CAREHERE LLC	10/11/17	38,337.00
00715330	61886	NATHAN DUMM & MAYER PC	10/11/17	1,513.41
00715446	492573	ADVANCED URGENT CARE AND OCC M	10/13/17	415.00
00715470	94481	LONGMONT FORD	10/13/17	3,862.99
			Fund Total	44,315.90

Net Warrants by Fund Detail

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Open Space Projects Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00715375	1007	UNITED POWER (UNION REA)	10/12/17	30.97
Fund Total				30.97

Net Warrants by Fund Detail

31Head Start Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00715257	8801361	ADAMS COUNTY SHERIFF DEPT	10/11/17	5.00
00715262	595225	BLEA LAURIE	10/11/17	9.95
00715265	152245	CHAVEZ MARIA M	10/11/17	54.94
00715267	5078	COLO DEPT OF HUMAN SERVICES	10/11/17	28.00
00715271	636676	ESTES JAMIE	10/11/17	10.70
00715281	157395	LUJAN MONICA	10/11/17	45.42
00715286	644116	NOVAK CATHY	10/11/17	12.00
00715287	1463	ORKIN PEST CONTROL	10/11/17	172.42
00715297	13770	SYSCO DENVER	10/11/17	3,483.49
00715299	51121	WHISENANT ELISA A	10/11/17	26.22
			Fund Total	3,848.14

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>
00715313	1483	COMPUTER SYSTEMS DESIGN	10/11/17	4,800.00
00715383	616349	BRISTOL DEBRA	10/12/17	85.00
00715388	71226	JAMES TRUDY	10/12/17	16.59
00715389	281998	KAMMERZELL JODIE	10/12/17	21.40
Fund Total				4,922.99

County of Adams
Net Warrants by Fund Detail

Grand Total 538,676.20

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					
	RIVERA-HERNANDEZ BEATRIZ	00001	909593	289791	10/11/17	75.00
					Account Total	75.00
	Temporary Labor					
	RANDSTAD US LP	00001	909594	289791	10/11/17	878.07
					Account Total	878.07
					Department Total	953.07

County of Adams
Vendor Payment Report

<u>2056</u>	<u>ANS - Clinic Operations</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	VLASSIS NICOLE	00001	909412	289686	10/10/17	<u>29.96</u>
					Account Total	<u>29.96</u>
					Department Total	<u><u>29.96</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>
	Business Meetings					
	COMMERCE CITY	00001	909445	289702	10/10/17	25.00
	PARAGON DINING SERVICES	00001	909177	289406	10/05/17	130.00
					Account Total	155.00
	Legal Notices					
	DENVER POST	00001	909374	289574	10/06/17	4,528.00
	I70 SCOUT THE	00001	909198	289407	10/05/17	42.24
	I70 SCOUT THE	00001	909199	289407	10/05/17	42.24
					Account Total	4,612.48
	Special Events					
	BIRD CONSERVANCY OF THE ROCKIE	00001	909375	289576	10/06/17	2,000.00
					Account Total	2,000.00
					Department Total	6,767.48

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>
	Software and Licensing					
	ALL COPY PRODUCTS INC	00001	909296	289435	10/05/17	431.92
	ALL COPY PRODUCTS INC	00001	909297	289435	10/05/17	142.99
					Account Total	<u>574.91</u>
					Department Total	<u><u>574.91</u></u>

County of Adams
Vendor Payment Report

<u>1013</u>	<u>County Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Court Reporting Transcripts					
	STEVENS KOENIG REPORTING	00001	909350	289536	10/06/17	589.80
	STEVENS KOENIG REPORTING	00001	909351	289536	10/06/17	213.40
	STEVENS KOENIG REPORTING	00001	909352	289536	10/06/17	178.20
					Account Total	981.40
	Mileage Reimbursements					
	VIS KELLY C	00001	908415	289022	10/02/17	122.41
					Account Total	122.41
	Other Professional Serv					
	ABEYTA STREET ACCURATE PROCESS	00001	908413	289022	10/02/17	40.00
	DSD CIVIL DENVER COUNTY SHERIF	00001	909349	289536	10/06/17	48.20
	SWEEPSTAKES UNLIMITED	00001	908412	289022	10/02/17	30.00
					Account Total	118.20
	Travel & Transportation					
	BOOTH KERRI	00001	909480	289763	10/11/17	108.50
	EDELSTEIN DOUG	00001	909484	289763	10/11/17	108.50
	FITCH CHRISTINE L	00001	909474	289763	10/11/17	108.50
	FRANDESCANI CHRISTINE	00001	909483	289763	10/11/17	108.50
	SANDOVAL, AARON P	00001	908507	289128	10/03/17	35.00
	STANLEY JENNIFER DAWN	00001	909481	289763	10/11/17	108.50
	VIS KELLY C	00001	909482	289763	10/11/17	108.50
					Account Total	686.00
					Department Total	1,908.01

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>
	Repair & Maint Supplies YOUNGER HEATHER	00001	909599	289791	10/11/17	41.52
					Account Total	41.52
					Department Total	41.52

County of Adams
Vendor Payment Report

<u>1052</u>	<u>Criminal Justice Coord Council</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	ALLEN DEBRA JEAN	00001	909598	289791	10/11/17	131.46
					Account Total	131.46
					Department Total	131.46

County of Adams
Vendor Payment Report

<u>1074</u>	<u>CA- Risk Management</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Safety-Drug & AI Test/Med Cert					
	ADVANCED URGENT CARE AND OCC M	00019	909353	289536	10/06/17	<u>415.00</u>
					Account Total	<u>415.00</u>
					Department Total	<u><u>415.00</u></u>

County of Adams
Vendor Payment Report

<u>1044</u>	<u>CA- SS Dependency/Neglect</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	GREGG KATHERINE	00001	909476	289763	10/11/17	108.50
	KARRE MEREDITH	00001	908414	289022	10/02/17	11.00
	OXARART MARISSA	00001	909478	289763	10/11/17	108.50
	REINSTEIN HOWARD	00001	909475	289763	10/11/17	108.50
	WIGGINS REBECCA	00001	909479	289763	10/11/17	108.50
					Account Total	445.00
					Department Total	445.00

County of Adams
Vendor Payment Report

<u>1094</u>	<u>CED Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	SHREVE JEANNE	00001	909592	289791	10/11/17	<u>106.75</u>
					Account Total	<u>106.75</u>
					Department Total	<u><u>106.75</u></u>

County of Adams
Vendor Payment Report

<u>1022</u>	<u>CLK Elections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	GUARDADO ALMA S	00001	909377	289579	10/06/17	<u>34.24</u>
					Account Total	<u>34.24</u>
					Department Total	<u><u>34.24</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					
	LEWIS BETHANY	00001	909378	289579	10/06/17	11.77
	LOCH FANCY	00001	909379	289579	10/06/17	36.38
	SANDOVAL DANIELLE	00001	909380	289579	10/06/17	58.85
					Account Total	<u>107.00</u>
					Department Total	<u><u>107.00</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>
	Court Reporting Transcripts					
	GOODBEE MICHELLE	00001	909544	289778	10/11/17	372.00
	WAGNER GEORGIA C	00001	909546	289778	10/11/17	15.00
					Account Total	387.00
	Education & Training					
	ADCO DISTRICT ATTORNEY	00001	909541	289778	10/11/17	25.00
					Account Total	25.00
	Other Professional Serv					
	ADCO DISTRICT ATTORNEY	00001	909541	289778	10/11/17	9.75
	DELTA COUNTY SHERIFF	00001	909543	289778	10/11/17	19.50
	MCALLISTER JEAN G	00001	909545	289778	10/11/17	40.00
					Account Total	69.25
	Travel & Transportation					
	ADAMS STEFANI	00001	909357	289554	10/06/17	81.00
	CUSHING MARY ANN	00001	909358	289554	10/06/17	123.00
	GREER, AMY	00001	909361	289554	10/06/17	123.00
	MAYER LISA	00001	909359	289554	10/06/17	171.00
	PETROCCO FARMS INC	00001	909360	289554	10/06/17	90.00
	SMITH GERALD	00001	909362	289554	10/06/17	123.00
					Account Total	711.00
	Witness Fees					
	ADCO DISTRICT ATTORNEY	00001	909541	289778	10/11/17	168.96
	ADCO DISTRICT ATTORNEY	00001	909541	289778	10/11/17	60.00
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	909363	289554	10/06/17	201.02
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	909363	289554	10/06/17	79.29
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	909549	289778	10/11/17	17.76
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	909549	289778	10/11/17	174.61
					Account Total	701.64
					Department Total	1,893.89

County of Adams
Vendor Payment Report

<u>6</u>	<u>Equipment Service Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	A & E TIRE INC	00006	909436	289690	10/10/17	2,316.53
	A & E TIRE INC	00006	909436	289690	10/10/17	2,679.47
	A & E TIRE INC	00006	909611	289793	10/11/17	654.28
	A & E TIRE INC	00006	909612	289793	10/11/17	1,243.00
	ABRA AUTO BODY & GLASS	00006	909613	289793	10/11/17	25.00
	ABRA AUTO BODY & GLASS	00006	909614	289793	10/11/17	25.00
	ABRA AUTO BODY & GLASS	00006	909615	289793	10/11/17	25.00
	PRECISE MRM LLC	00006	909438	289690	10/10/17	6,021.00
	SAM HILL OIL INC	00006	909437	289690	10/10/17	10,621.09
					Account Total	<u>23,610.37</u>
					Department Total	<u><u>23,610.37</u></u>

County of Adams
Vendor Payment Report

<u>9243</u>	<u>Extension - Family & Consumer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	909231	289416	10/05/17	<u>41.15</u>
					Account Total	<u>41.15</u>
					Department Total	<u><u>41.15</u></u>

County of Adams
Vendor Payment Report

<u>9240</u>	<u>Extension - Horticulture</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	909231	289416	10/05/17	<u>41.15</u>
					Account Total	<u>41.15</u>
					Department Total	<u><u>41.15</u></u>

County of Adams
Vendor Payment Report

<u>9241</u>	<u>Extension- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	ANDERSON CASSIE	00001	909236	289416	10/05/17	187.25
					Account Total	187.25
	Other Communications					
	VERIZON WIRELESS	00001	909231	289416	10/05/17	96.05
					Account Total	96.05
					Department Total	283.30

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>
	Other Communications					
	VERIZON WIRELESS	00001	909231	289416	10/05/17	41.15
	VERIZON WIRELESS	00001	909231	289416	10/05/17	41.15
	VERIZON WIRELESS	00001	909231	289416	10/05/17	41.15
					Account Total	<u>123.45</u>
					Department Total	<u><u>123.45</u></u>

County of Adams
Vendor Payment Report

<u>9114</u>	<u>Fleet- Commerce</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Tools Reimbursement					
	CHAVIRA JAIME	00006	909415	289686	10/10/17	92.84
	PATRIDGE CHRISTOPHER	00006	909416	289686	10/10/17	750.00
					Account Total	<u>842.84</u>
					Department Total	<u><u>842.84</u></u>

County of Adams
Vendor Payment Report

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	BRYANT ERIK	00001	909311	289450	10/05/17	77.58
	LESH CHRIS	00001	909308	289450	10/05/17	84.74
					Account Total	<u>162.32</u>
					Department Total	<u><u>162.32</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>
	Maintenance Contracts					
	MILE HIGH TREE CARE INC	00001	909314	289450	10/05/17	<u>2,500.00</u>
					Account Total	<u>2,500.00</u>
					Department Total	<u><u>2,500.00</u></u>

County of Adams
Vendor Payment Report

<u>1077</u>	<u>FO - Government Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	ARAPAHOE SIGN ARTS	00001	909309	289450	10/05/17	<u>1,505.00</u>
					Account Total	<u>1,505.00</u>
					Department Total	<u><u>1,505.00</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>
	Maintenance Contracts					
	MILE HIGH TREE CARE INC	00001	909313	289450	10/05/17	4,000.00
	SUMMIT LABORATORIES INC	00001	909310	289450	10/05/17	410.00
					Account Total	<u>4,410.00</u>
					Department Total	<u><u>4,410.00</u></u>

County of Adams
Vendor Payment Report

<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	COLO CARPET CENTER INC	00001	909307	289450	10/05/17	<u>2,400.00</u>
					Account Total	<u>2,400.00</u>
	Maintenance Contracts					
	TYCO WESTFIRE	00001	909312	289450	10/05/17	<u>867.03</u>
					Account Total	<u>867.03</u>
					Department Total	<u><u>3,267.03</u></u>

County of Adams
Vendor Payment Report

<u>1112</u>	<u>FO-Sheriff HQ/Coroner Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	COLO CARPET CENTER INC	00001	909306	289450	10/05/17	<u>1,250.29</u>
					Account Total	<u>1,250.29</u>
					Department Total	<u><u>1,250.29</u></u>

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Cash Over/Short					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	909549	289778	10/11/17	1.00
					Account Total	1.00
	Received not Vouchered Clrg					
	ADVANCED LAUNDRY SYSTEMS	00001	909381	289582	10/06/17	557.44
	ADVANCED LAUNDRY SYSTEMS	00001	909382	289582	10/06/17	237.50
	ARMORED KNIGHTS INC	00001	909622	289793	10/11/17	332.44
	ARMORED KNIGHTS INC	00001	909622	289793	10/11/17	67.41
	ARMORED KNIGHTS INC	00001	909622	289793	10/11/17	133.28
	ARMORED KNIGHTS INC	00001	909622	289793	10/11/17	67.41
	ARMORED KNIGHTS INC	00001	909622	289793	10/11/17	67.41
	ARMORED KNIGHTS INC	00001	909622	289793	10/11/17	133.28
	ARMORED KNIGHTS INC	00001	909622	289793	10/11/17	133.28
	ARMORED KNIGHTS INC	00001	909622	289793	10/11/17	67.41
	ARMORED KNIGHTS INC	00001	909622	289793	10/11/17	33.70
	ARMORED KNIGHTS INC	00001	909622	289793	10/11/17	332.44
	BOB BARKER COMPANY	00001	909383	289582	10/06/17	1,913.85
	BOB BARKER COMPANY	00001	909385	289582	10/06/17	111.06
	BOB BARKER COMPANY	00001	909387	289582	10/06/17	3,021.60
	BROWN BROTHERS WATERPROOFING L	00001	909421	289690	10/10/17	3,721.00
	COLO CARPET CENTER INC	00001	909420	289690	10/10/17	79,025.00
	IDEXX DISTRIBUTION INC	00001	909430	289690	10/10/17	37.51
	KD SERVICE GROUP	00001	909389	289582	10/06/17	2,486.32
	LINKEDIN.COM	00001	909441	289690	10/10/17	1,771.88
	LINKEDIN.COM	00001	909441	289690	10/10/17	1,771.87
	MORENO DENNIS	00001	909422	289690	10/10/17	12,035.71
	MWI VETERINARY SUPPLY CO	00001	909428	289690	10/10/17	13.60
	MWI VETERINARY SUPPLY CO	00001	909431	289690	10/10/17	1,803.00
	MWI VETERINARY SUPPLY CO	00001	909432	289690	10/10/17	526.50
	MWI VETERINARY SUPPLY CO	00001	909433	289690	10/10/17	102.50
	MWI VETERINARY SUPPLY CO	00001	909434	289690	10/10/17	338.52
	MWI VETERINARY SUPPLY CO	00001	909435	289690	10/10/17	19.70
	RECRUITING.COM	00001	909440	289690	10/10/17	380.00
	RECRUITING.COM	00001	909440	289690	10/10/17	380.00
	SQUEEGEE SQUAD	00001	909423	289690	10/10/17	2,365.00

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	SQUEEGEE SQUAD	00001	909424	289690	10/10/17	4,815.00
	WRIGHTWAY INDUSTRIES INC	00001	909429	289690	10/10/17	42.87
	WRIGHTWAY INDUSTRIES INC	00001	909429	289690	10/10/17	42.63
					Account Total	118,888.12
					Department Total	118,889.12

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					
	LUNA LILLIAN	00001	909413	289686	10/10/17	600.00
	STICKA LAVONNE	00001	909414	289686	10/10/17	300.00
					Account Total	900.00
	Mileage Reimbursements					
	HOGLUND CAITLIN	00001	909407	289592	10/06/17	219.51
	LAUGHERY PATSY	00001	909408	289592	10/06/17	13.91
					Account Total	233.42
					Department Total	1,133.42

County of Adams
Vendor Payment Report

<u>935117</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	NOVAK CATHY	00031	908670	289288	10/04/17	12.00
					Account Total	12.00
	Food Supplies					
	SYSCO DENVER	00031	908680	289288	10/04/17	800.48
					Account Total	800.48
	Mileage Reimbursements					
	BLEA LAURIE	00031	908665	289288	10/04/17	9.95
	CHAVEZ MARIA M	00031	908666	289288	10/04/17	54.94
	ESTES JAMIE	00031	908668	289288	10/04/17	10.70
	LUJAN MONICA	00031	908669	289288	10/04/17	45.42
	WHISENANT ELISA A	00031	908681	289288	10/04/17	26.22
					Account Total	147.23
	Operating Supplies					
	SYSCO DENVER	00031	908674	289288	10/04/17	1,246.88
	SYSCO DENVER	00031	908675	289288	10/04/17	61.29
	SYSCO DENVER	00031	908676	289288	10/04/17	860.84
	SYSCO DENVER	00031	908679	289288	10/04/17	514.00
					Account Total	2,683.01
	Other Professional Serv					
	ADAMS COUNTY SHERIFF DEPT	00031	908664	289288	10/04/17	5.00
	COLO DEPT OF HUMAN SERVICES	00031	908667	289288	10/04/17	28.00
	ORKIN PEST CONTROL	00031	908671	289288	10/04/17	85.06
	ORKIN PEST CONTROL	00031	908672	289288	10/04/17	87.36
					Account Total	205.42
					Department Total	<u>3,848.14</u>

County of Adams
Vendor Payment Report

<u>961016</u>	<u>HOME</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	BRISTOL DEBRA	00030	909685	289877	10/12/17	<u>85.00</u>
					Account Total	<u>85.00</u>
					Department Total	<u><u>85.00</u></u>

County of Adams
Vendor Payment Report

<u>1034</u>	<u>HR- Social Services</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	LIPSEY SEAN	00001	909409	289592	10/06/17	<u>159.97</u>
					Account Total	<u>159.97</u>
					Department Total	<u><u>159.97</u></u>

County of Adams
Vendor Payment Report

<u>8622</u>	<u>Insurance -Benefits & Wellness</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	SIR SPEEDY	00019	909411	289592	10/06/17	187.50
					Account Total	187.50
					Department Total	187.50

County of Adams
Vendor Payment Report

<u>19</u>	<u>Insurance Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CAREHERE LLC	00019	909425	289690	10/10/17	1,706.00
	CAREHERE LLC	00019	909426	289690	10/10/17	1,706.00
	CAREHERE LLC	00019	909427	289690	10/10/17	17,411.00
	CAREHERE LLC	00019	909427	289690	10/10/17	17,514.00
	NATHAN DUMM & MAYER PC	00019	909444	289690	10/10/17	1,513.41
					Account Total	39,850.41
					Department Total	39,850.41

County of Adams
Vendor Payment Report

<u>8611</u>	<u>Insurance- Property/Casualty</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Auto Physical Damage					
	LONGMONT FORD	00019	909354	289536	10/06/17	598.82
	LONGMONT FORD	00019	909355	289536	10/06/17	3,264.17
					Account Total	<u>3,862.99</u>
					Department Total	<u><u>3,862.99</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	908652	289279	10/04/17	<u>30.97</u>
					Account Total	<u>30.97</u>
					Department Total	<u><u>30.97</u></u>

County of Adams
Vendor Payment Report

<u>9248</u>	<u>Organizational Development</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	MCDERMOTT HEATHER	00001	909410	289592	10/06/17	<u>116.63</u>
					Account Total	<u>116.63</u>
					Department Total	<u><u>116.63</u></u>

County of Adams
Vendor Payment Report

<u>1111</u>	<u>Parks Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00001	909305	289450	10/05/17	<u>40.33</u>
					Account Total	<u>40.33</u>
					Department Total	<u><u>40.33</u></u>

County of Adams
Vendor Payment Report

<u>5011</u>	<u>PKS- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	METRONORTH CHAMBER OF COMMERCE	00001	908649	289279	10/04/17	<u>305.00</u>
					Account Total	<u>305.00</u>
					Department Total	<u><u>305.00</u></u>

County of Adams
Vendor Payment Report

<u>5010</u>	<u>PKS- Fair & Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Regional Park Rentals					
	AALAS MILE HIGH BRANCH	00001	908639	289279	10/04/17	400.00
	CASIAS ADRIAN	00001	908640	289279	10/04/17	300.00
	CASTRO ANDREA	00001	908641	289279	10/04/17	75.00
	CRAWFORD KELLY	00001	908643	289279	10/04/17	400.00
	ESQUIVEL SUSANNA	00001	908642	289279	10/04/17	400.00
	GAYOSSO MARIA	00001	908644	289279	10/04/17	75.00
	HARRISON ANTOINETTE	00001	908645	289279	10/04/17	75.00
	HUANG CHONG	00001	908646	289279	10/04/17	75.00
	MELLENDEZ ANDREW	00001	908647	289279	10/04/17	400.00
	MILE HIGH DISC GOLF CLUB	00001	908648	289279	10/04/17	100.00
	O'MALLEY-LEFEBVRE KRIS	00001	908650	289279	10/04/17	75.00
	STURGEON ELECTRIC CO	00001	908651	289279	10/04/17	400.00
					Account Total	2,775.00
	Security Service					
	ALLIED UNIVERSAL SECURITY SERV	00001	908638	289279	10/04/17	1,822.72
					Account Total	1,822.72
					Department Total	4,597.72

County of Adams
Vendor Payment Report

<u>1038</u>	<u>Regional Affairs</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	BURG ADAM	00001	909597	289791	10/11/17	157.50
	MONTOYA ABEL M	00001	909596	289791	10/11/17	157.50
					Account Total	<u>315.00</u>
					Department Total	<u><u>315.00</u></u>

County of Adams
Vendor Payment Report

13	Road & Bridge Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	ALSCO AMERICAN INDUSTRIAL	00013	909617	289793	10/11/17	87.97
	ALSCO AMERICAN INDUSTRIAL	00013	909618	289793	10/11/17	79.80
	ALSCO AMERICAN INDUSTRIAL	00013	909619	289793	10/11/17	75.10
	ALSCO AMERICAN INDUSTRIAL	00013	909620	289793	10/11/17	75.10
	ALSCO AMERICAN INDUSTRIAL	00013	909621	289793	10/11/17	87.97
	AMERICAN WEST CONSTRUCTION	00013	909616	289793	10/11/17	87,491.44
	AMERICAN WEST CONSTRUCTION	00013	909616	289793	10/11/17	49,906.16
	ASPHALT SPECIALTIES CO INC	00013	909601	289793	10/11/17	6,807.13
	ASPHALT SPECIALTIES CO INC	00013	909602	289793	10/11/17	4,664.55
	ASPHALT SPECIALTIES CO INC	00013	909603	289793	10/11/17	5,512.43
	ASPHALT SPECIALTIES CO INC	00013	909604	289793	10/11/17	2,366.08
	BRANNAN SAND & GRAVEL COMPANY	00013	909610	289793	10/11/17	82.41
	EP&A ENVIROTAC INC	00013	909608	289793	10/11/17	21,585.00
	H-2 ENTERPRISES LLC	00013	909606	289793	10/11/17	22,227.75
	INDEPENDENT SALT CO	00013	909605	289793	10/11/17	43,327.91
	REPUBLIC SERVICES #535	00013	909609	289793	10/11/17	1,468.27
	UTILITY NOTIFICATION CENTER OF	00013	909607	289793	10/11/17	91.35
	W L CONTRACTORS INC	00013	909600	289793	10/11/17	7,436.12
					Account Total	253,372.54
	Retainages Payable					
	AMERICAN WEST CONSTRUCTION	00013	909616	289793	10/11/17	4,374.57-
	AMERICAN WEST CONSTRUCTION	00013	909616	289793	10/11/17	2,495.31-
					Account Total	6,869.88-
					Department Total	246,502.66

County of Adams
Vendor Payment Report

<u>2014</u>	<u>Sheriff-Professional Standards</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	909372	289560	10/06/17	266.61
					Account Total	266.61
					Department Total	266.61

County of Adams
Vendor Payment Report

<u>2070</u>	<u>SHF - Booking Fee</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	COMMUNITY REACH CENTER	00001	909364	289560	10/06/17	<u>300.00</u>
					Account Total	<u>300.00</u>
					Department Total	<u><u>300.00</u></u>

County of Adams
Vendor Payment Report

<u>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>
	Consultant Services					
	EMPLOYMENT LAW SOLUTIONS INC	00001	909366	289560	10/06/17	700.00
					Account Total	700.00
	Other Communications					
	VERIZON WIRELESS	00001	909372	289560	10/06/17	517.08
					Account Total	517.08
					Department Total	1,217.08

County of Adams
Vendor Payment Report

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	909372	289560	10/06/17	199.14
					Account Total	199.14
	Sheriff's Fees					
	BALL FRANK J	00001	909141	289332	10/04/17	19.00
	BC SERVICES INC	00001	909142	289332	10/04/17	19.00
	BIRD RODNEY DEAN	00001	909178	289332	10/05/17	19.00
	BLEA ROSEMARIE	00001	909179	289332	10/05/17	19.00
	BOWLES CYNTHIA	00001	909180	289332	10/05/17	19.00
	BROWN DUNNING WALKER	00001	909181	289332	10/05/17	66.00
	BRUMBAUGH & QUANDAHL	00001	909143	289332	10/04/17	19.00
	CASTILLO MIGUEL ANGEL	00001	909182	289332	10/05/17	19.00
	CLEMENTE PEREZ CINDY NAVIDAD	00001	909183	289332	10/05/17	19.00
	DETTMER TRACIE	00001	909184	289332	10/05/17	19.00
	FRANCY LAW FIRM, PLLC	00001	909144	289332	10/04/17	19.00
	HENRY THOMAS	00001	909185	289332	10/05/17	19.00
	HINDMANSANCHEZ	00001	909145	289332	10/04/17	19.00
	HOFFERBERTH BRADFORD	00001	909186	289332	10/05/17	19.00
	HOFFERBERTH BRADFORD	00001	909187	289332	10/05/17	19.00
	KEIR CORINNE M	00001	909188	289332	10/05/17	19.00
	LEACHMAN, MARK A	00001	909146	289332	10/04/17	19.00
	LES SCHWAB TIRES	00001	909189	289332	10/05/17	19.00
	LOPEZ MARISSA QUISAM	00001	909190	289332	10/05/17	66.00
	MACHOL & JOHANNES, LLC	00001	909147	289332	10/04/17	19.00
	MACHOL & JOHANNES, LLC	00001	909148	289332	10/04/17	19.00
	MACHOL & JOHANNES, LLC	00001	909149	289332	10/04/17	19.00
	MACHOL & JOHANNES, LLC	00001	909150	289332	10/04/17	21.00
	MARTINEZ REBEKAH	00001	909191	289332	10/05/17	19.00
	MOSSER JASON ALLEN	00001	909192	289332	10/05/17	19.00
	REAGAN PURSCHKE RACHEL	00001	909193	289332	10/05/17	19.00
	RITER MICHAEL	00001	909194	289332	10/05/17	19.00
	ROBINSON CORY	00001	909195	289332	10/05/17	66.00
	RODRIGUEZ ANDRE MICHAEL	00001	909196	289332	10/05/17	19.00
	SPRINGMAN, BRADEN, WILSON & PO	00001	909151	289332	10/04/17	66.00
	SPRINGMAN, BRADEN, WILSON & PO	00001	909152	289332	10/04/17	66.00

County of Adams
Vendor Payment Report

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	SPRINGMAN, BRADEN, WILSON & PO	00001	909153	289332	10/04/17	66.00
	TSCHETTER HAMRICK SULZER	00001	909155	289332	10/04/17	792.00
	WYN T TAYLOR	00001	909154	289332	10/04/17	19.00
	YEATTS MONA KAY	00001	909197	289332	10/05/17	66.00
					Account Total	1,769.00
					Department Total	1,968.14

County of Adams
Vendor Payment Report

<u>2016</u>	<u>SHF- Detective Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	909369	289560	10/06/17	323.08
					Account Total	323.08
	Operating Supplies					
	DEEP ROCK WATER	00001	909365	289560	10/06/17	288.85
					Account Total	288.85
					Department Total	611.93

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>
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	909369	289560	10/06/17	289.46
					Account Total	289.46
	Medical Services					
	COLORADO IMAGING ASSOCIATES PC	00001	909376	289560	10/06/17	65.02
					Account Total	65.02
	Other Communications					
	VERIZON WIRELESS	00001	909372	289560	10/06/17	293.91
					Account Total	293.91
					Department Total	648.39

County of Adams
Vendor Payment Report

<u>2072</u>	<u>SHF- Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	909372	289560	10/06/17	<u>29.27</u>
					Account Total	<u>29.27</u>
					Department Total	<u><u>29.27</u></u>

County of Adams
Vendor Payment Report

<u>2010</u>	<u>SHF- MIS Unit</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	909372	289560	10/06/17	<u>62.44</u>
					Account Total	<u>62.44</u>
					Department Total	<u><u>62.44</u></u>

County of Adams
Vendor Payment Report

<u>2017</u>	<u>SHF- Patrol Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	909369	289560	10/06/17	61.50
					Account Total	61.50
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	909368	289560	10/06/17	165.64
	JENSEN DEBORAH JANE	00001	909367	289560	10/06/17	81.91
					Account Total	247.55
	Other Communications					
	LEXISNEXIS RISK SOLUTIONS	00001	909370	289560	10/06/17	100.79
	VERIZON WIRELESS	00001	909372	289560	10/06/17	816.05
					Account Total	916.84
					Department Total	1,225.89

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>
	Other Communications					
	VERIZON WIRELESS	00001	909372	289560	10/06/17	<u>40.01</u>
					Account Total	<u>40.01</u>
					Department Total	<u><u>40.01</u></u>

County of Adams
Vendor Payment Report

<u>2005</u>	<u>SHF- TAC Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	909372	289560	10/06/17	152.09
					Account Total	152.09
					Department Total	152.09

County of Adams
Vendor Payment Report

<u>3031</u>	<u>Transportation Opers & Maint</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Debris Removal					
	A & E TIRE INC	00013	909674	289866	10/12/17	67.50
	METECH RECYCLING	00013	909675	289866	10/12/17	874.46
					Account Total	941.96
	Dust Abatement					
	WAYNE A MITCHELL LLC	00013	909670	289866	10/12/17	4,585.50
	WAYNE A MITCHELL LLC	00013	909671	289866	10/12/17	6,840.00
					Account Total	11,425.50
	Erosion Control					
	ALBERT FREI & SONS INC	00013	909676	289866	10/12/17	668.47
					Account Total	668.47
	Gas & Electricity					
	UNITED POWER (UNION REA)	00013	908726	289316	10/04/17	36.00
	UNITED POWER (UNION REA)	00013	908727	289316	10/04/17	34.00
	UNITED POWER (UNION REA)	00013	908728	289316	10/04/17	112.00
	UNITED POWER (UNION REA)	00013	908729	289316	10/04/17	139.03
	UNITED POWER (UNION REA)	00013	908730	289316	10/04/17	37.36
	UNITED POWER (UNION REA)	00013	908731	289316	10/04/17	101.56
	UNITED POWER (UNION REA)	00013	908732	289316	10/04/17	142.96
	UNITED POWER (UNION REA)	00013	908733	289316	10/04/17	16.50
	UNITED POWER (UNION REA)	00013	908734	289316	10/04/17	16.50
	UNITED POWER (UNION REA)	00013	908736	289316	10/04/17	16.50
	UNITED POWER (UNION REA)	00013	908738	289316	10/04/17	33.00
	UNITED POWER (UNION REA)	00013	908739	289316	10/04/17	20.23
	UNITED POWER (UNION REA)	00013	908741	289316	10/04/17	88.49
	UNITED POWER (UNION REA)	00013	908742	289316	10/04/17	17.00
	UNITED POWER (UNION REA)	00013	908743	289316	10/04/17	33.00
	UNITED POWER (UNION REA)	00013	908745	289316	10/04/17	48.84
	UNITED POWER (UNION REA)	00013	908746	289316	10/04/17	48.84
	UNITED POWER (UNION REA)	00013	908748	289316	10/04/17	23.16
	XCEL ENERGY	00013	908750	289316	10/04/17	142.44
	XCEL ENERGY	00013	908752	289316	10/04/17	115.25
	XCEL ENERGY	00013	908753	289316	10/04/17	237.51
	XCEL ENERGY	00013	908754	289316	10/04/17	140.42
	XCEL ENERGY	00013	908756	289316	10/04/17	1,184.78

County of Adams
Vendor Payment Report

<u>3031</u>	<u>Transportation Opers & Maint</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	XCEL ENERGY	00013	908757	289316	10/04/17	30.91
	XCEL ENERGY	00013	908759	289316	10/04/17	236.27
	XCEL ENERGY	00013	908760	289316	10/04/17	252.18
	XCEL ENERGY	00013	908761	289316	10/04/17	24,135.70
	XCEL ENERGY	00013	908762	289316	10/04/17	2,953.27
	XCEL ENERGY	00013	908764	289316	10/04/17	3.02
	XCEL ENERGY	00013	908765	289316	10/04/17	150.31
	XCEL ENERGY	00013	908766	289316	10/04/17	59.08
					Account Total	<u>30,606.11</u>
	Gravel & Recycled Material					
	ASPHALT SPECIALTIES CO INC	00013	909601	289793	10/11/17	.15
	ASPHALT SPECIALTIES CO INC	00013	909602	289793	10/11/17	.09
					Account Total	<u>.24</u>
	Road Oil					
	COBITCO INC	00013	909672	289866	10/12/17	77.00
	COBITCO INC	00013	909673	289866	10/12/17	118.80
					Account Total	<u>195.80</u>
	Water/Sewer/Sanitation					
	PREMIER PORTABLES	00013	909664	289866	10/12/17	460.00
	PREMIER PORTABLES	00013	909666	289866	10/12/17	460.00
					Account Total	<u>920.00</u>
					Department Total	<u><u>44,758.08</u></u>

County of Adams
Vendor Payment Report

<u>97800</u>	<u>Wagner-Peyser</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	JAMES TRUDY	00035	909682	289877	10/12/17	<u>16.59</u>
					Account Total	<u>16.59</u>
					Department Total	<u><u>16.59</u></u>

County of Adams
Vendor Payment Report

<u>35</u>	<u>Workforce & Business Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	COMPUTER SYSTEMS DESIGN	00035	909439	289690	10/10/17	<u>4,800.00</u>
					Account Total	<u>4,800.00</u>
					Department Total	<u><u>4,800.00</u></u>

County of Adams
Vendor Payment Report

<u>99700</u>	<u>WIB Expenses</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	KAMMERZELL JODIE	00035	909684	289877	10/12/17	<u>21.40</u>
					Account Total	<u>21.40</u>
					Department Total	<u><u>21.40</u></u>

County of Adams
Vendor Payment Report

Grand Total 527,487.97

**MINUTES OF COMMISSIONERS' PROCEEDINGS FOR
TUESDAY, OCTOBER 17, 2017**

1. ROLL CALL (09:07 AM)
Present: All Commissioners present.
Excused:
2. PLEDGE OF ALLEGIANCE (09:08 AM)
3. MOTION TO APPROVE AGENDA (09:08 AM)
Motion to Approve 3. MOTION TO APPROVE AGENDA Moved by Steve O'Dorisio, seconded by Mary Hodge, unanimously carried.
4. AWARDS AND PRESENTATIONS (09:08 AM)
 - A. 17-738 Pete Mirelez Human Services Center: Employee Recognition (09:08 AM)
5. PUBLIC COMMENT (09:11 AM)
 - A. Citizen Communication (09:11 AM)

A total of 30 minutes is allocated at this time for public comment and each speaker will be limited to 3 minutes. If there are additional requests from the public to address the Board, time will be allocated at the end of the meeting to complete public comment. The chair requests that there be no public comment on issues for which a prior public hearing has been held before this Board.
 - B. Elected Officials' Communication (09:12 AM)
6. CONSENT CALENDAR (09:12 AM)
 - A. 17-737 List of Expenditures Under the Dates of October 2-6, 2017
 - B. 17-721 Minutes of the Commissioners' Proceedings from October 10, 2017
 - C. 17-734 Adams County Treasurer's Summary September 1-30, 2017
 - D. 17-717 Resolution Approving the Ambulance Service License for Bennett Fire Protection District #7 (File was approved by ELT)
 - E. 17-718 Resolution Establishing Legal Holidays to be Observed by Adams County Offices in 2018 (File was approved by ELT)
 - F. 17-726 Resolution Approving Ambulance Service License for Strasburg Fire Protection District #8 (File was approved by ELT)
 - G. 17-727 Resolution Approving Ambulance Service License for Platte Valley Ambulance Service (File was approved by ELT)
 - H. 17-728 Resolution Approving Ambulance Service License for Western Ambulance Inc. (File was approved by ELT)

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

7. NEW BUSINESS (09:12 AM)

A. COUNTY MANAGER (09:12 AM)

1. 17-714 Resolution Approving a Purchase Order for the Renewal of Licenses and Maintenance from Oracle America, Inc., for the JD Edwards Software System (File was approved by ELT) (09:12 AM)

Motion to Approve 1. 17-714 Resolution Approving a Purchase Order for the Renewal of Licenses and Maintenance from Oracle America, Inc., for the JD Edwards Software System

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

2. 17-719 Resolution Awarding an Agreement to Shoco/Sam Hill Oil Inc. for Fuel Services (File was approved by ELT) (09:14 AM)

Motion to Approve 2. 17-719 Resolution Awarding an Agreement to Shoco/Sam Hill Oil Inc. for Fuel Services

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

B. COUNTY ATTORNEY (09:21 AM)

8. LAND USE HEARINGS (09:21 AM)

A. Cases to be Heard (09:21 AM)

1. 17-729 RCU2017-00030 Front Range RV Storage Rezoning (File was approved by ELT) (09:21 AM)

Motion to Approve 1. 17-729 RCU2017-00030 Front Range RV Storage Rezoning

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

2. 17-730 RCU2017-00011 Discovery Boardwalk Pipeline Project (File was approved by ELT) (09:29 AM)

Motion to Approve 2. 17-730 RCU2017-00011 Discovery Boardwalk Pipeline Project

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

3. 17-731 RCU2017-00017 Discovery Boardwalk Pipeline Project (File was approved by ELT)

Motion to Approve 3. 17-731 RCU2017-00017 Discovery Boardwalk Pipeline Project

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

4. 17-732 RCU2017-00019 Discovery Boardwalk Pipeline Project (File was approved by ELT)

Motion to Approve 4. 17-732 RCU2017-00019 Discovery Boardwalk Pipeline Project

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

5. 17-733 RCU2017-00028 Kiowa Solar Energy Project (File was approved by ELT) (10:16 AM)

**Motion to Approve 5. 17-733 RCU2017-00028 Kiowa Solar Energy Project
(File was approved by ELT) Moved by Erik Hansen, seconded by Charles
"Chaz" Tedesco, unanimously carried.**

9. ADJOURNMENT (11:00 AM)

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

ADAMS COUNTY PUBLIC TRUSTEE OPERATIONAL EXPENSE FOR THE QUARTER ENDING SEPTEMBER 2017

PERSONNEL SERVICES

Salary - Permanent	47,430.75
Salary - Regular Part Time	4,259.63
Salary - Temporary Part Time	0.00
Overtime	0.00
TOTAL	51,690.38

FRINGE BENEFITS

Medical Insurance	9,338.04
Dental Insurance	129.18
Vision Insurance	20.64
Life Insurance	80.64
Disability Compensation	451.53
Retirement (PT Match)	4,268.76
Workmen's Compensation	327.38
Fica (PT Match)	3,038.76
Mcr (PT Match)	710.67
TOTAL	18,365.60

OPERATING AND MAINTENANCE

Operating Supplies	459.85
Special Events	0.00
Releases - Postage	136.72
Envelopes & Labels	0.00
Books & Forms	11.53
Subscriptions	0.00
Publications	430.68
TOTAL	1,038.78

CHARGES FOR SERVICES

Office Equipment - Planned	0.00
Equipment Maint. & Rental	60.00
Office Equipment (Planned)	0.00
Business Meetings	0.00
Mileage Reimbursement	0.00
Water	0.00
Misc Expense	0.00
Petty Cash Expense	0.00
Auditing & Accounting	0.00
Office Rent & Storage Unit - Transferred from excess PT Fees to Escrow Holding/Rent	22,496.00
Telephone	278.79
IT Support	0.00
Association Dues	0.00
Consultant - Non Recurring	935.13
Re-Recordings	0.00
Other Professional Service	0.00
Education & Training	0.00
Travel & Transportation	0.00
Insurance Premiums & Bonds	-12.09
Computer Supplies/Upgrades	0.00
TOTAL	23,757.83

CAPITAL OUTLAY

Computer Software Purchases	0.00
Computer Hardware Purchases	0.00
Office Furniture & Equipment	0.00
TOTAL	0.00

TOTAL EXPENDITURES FOR QUARTER

94,852.59

RECONCILIATION

Total of Other Check Not Written - Transferred from excess PT Fees to Escrow Holding/Rent	\$22,496.00
Other - Insurance Refund	(\$12.09)
Adjustment	\$0.00
Re-Recordings for the quarter	\$0.00
Total Deposits to General Exp.	\$72,368.68
Less Deposits to Postage/Misc/copies	\$0.00

TOTAL

\$94,852.59

OVER/SHORT

0.00

PUBLIC TRUSTEE REVENUE FOR QUARTER ENDING SEPT. 2017

FORECLOSURE REVENUE:

Foreclosure and Withdrawal Fees	32,975.58
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TOTAL REVENUE COLLECTED FOR FORECLOSURES	32,975.58
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PUBLIC TRUSTEE DOCUMENTS:

0	(Certificates of Redemption @ 30.00 each)	0.00
7	(Lienor Intents to Redeem @ 50.00 each)	350.00
9	(Public Trustee Deeds @ 30.00 each)	270.00

TOTAL REVENUE COLLECTED FOR FORECLOSURE DOCUMENTS	620.00
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PUBLIC TRUSTEE RELEASE FEES:

6,648	(Releases executed @ 15.00 each)	99,720.00
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PUBLIC TRUSTEE TAX ESCROW FEES

0	(PT tax escrow fees @ 75.00 each)	0.00
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TOTAL OF ALL PUBLIC TRUSTEE FEES COLLECTED FOR THE 3RD QUARTER, 2016	133,315.58
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OPERATIONAL EXPENSES FOR QUARTER

Personnel Services	51,690.38	
Fringe Benefits	18,365.60	
Operating & Maintenance	0.00	
Charges for Services	2,300.61	
<u>Capital Outlay</u>	<u>0.00</u>	
TOTAL OPERATIONAL EXPENSES		72,356.59

SUMMARY OF QUARTERLY TRANSACTIONS

Total Fees Collected for the Quarter	133,315.58
Transfer Excess PT Fees to Escrow Holding/Rent	(22,496.00)
Transfer Misc/Copies to PT fees	0.00
Less Operational Expenses for Quarter	(72,356.59)


BALANCE:	38,462.99
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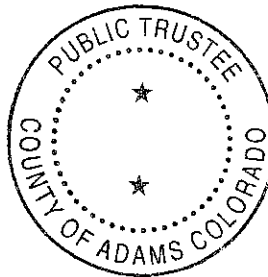
QUARTER ENDING BALANCE:	38,462.99
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DISPOSITION OF BALANCE OF PUBLIC TRUSTEE FEES COLLECTED 3RD QUARTER, 2015

QUARTER ENDING BALANCE	38,462.99
AMOUNT DEPOSITED WITH ADAMS COUNTY TREASURER	38,462.99
TRUSTEE ESCROW FUND PER C.R.S. 38-37-104 (ColoTrust Reserve)	368,860.95
ENDING QUARTER BALANCES OF PUBLIC TRUSTEE ACCOUNTS	
Copies & Misc. Accts (Beg. Bal 16850.72 + revenues 3157.00 - <3497.98> expenses)	16,509.74
Postage Acct (Beg. Bal 4869.29 + 6702.60 revenues - <7258.90> expenses)	4,312.99
PT Escrow Fund Acct (Beg. Bal 365969.55 + 2891.40)	368,860.95

Susan A. Orecchio upon oath duly sworn deposes and says the information contained herein above is true and correct to the best of her knowledge


 Susan A. Orecchio, Adams County Public Trustee



STATE OF COLORADO>

COUNTY OF ADAMS>

The foregoing was acknowledged before me on 10-17-17 by Susan A. Orecchio as the Public Trustee of Adams County, Colorado.

My Commission Expires:

Notary Public



BONNIE KOVTYNOVICH
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID 19984005044
 MY COMMISSION EXPIRES APRIL 05, 2018

ADAMS COUNTY BOARD OF COMMISSIONERS APPROVAL

Dated: _____

Chair, Adams County Board of Commissioners



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 24, 2017
SUBJECT: Community Partner - Human Services Program
FROM: Raymond H. Gonzales, County Manager Patti Duncan, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON October 10, 2017
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a lease with the Denver Indian Center to provide direct client services.

BACKGROUND:

The Pete Mirelez Human Services Center has limited office and client service delivery space available to non-profit, government, or community-based agencies with missions and objectives consistent with those of the County's Human Services Department (HSD). The intent of providing the space within the new center will allow selected agencies to deliver direct client facing services to individuals and families with human service needs, whether or not the individuals and families are referred by HSD. These services should enhance or supplement, but do not replace or duplicate, services being provided by the HSD such as:

- Community enrichment or poverty reduction
- Providing employment training or job acquisition
- Addressing homelessness
- Offering services that benefit senior citizens or children
- Addressing economic security or self sufficiency
- Eliminating food insecurity
- Providing culturally relevant services that meet the special needs of diverse populations
- Providing health and wellness services
- Addressing mental health
- Offering other direct services compatible with the needs of the clients of the HSD

The Request for Application was solicited through the Rocky Mountain Bid System and responses were opened on April 25, 2017. One application was submitted from the Denver Indian Center, Denver, Colorado. After reviewing and evaluating the application, HSD confirmed that the Denver Indian Center's submittal was responsive, responsible, and in the best interest of the County. HSD would like to recommend awarding an initial one (1) year lease with two (2) one-year renewal periods after review of satisfactory services.

The Denver Indian Center has agreed to provide these client services at the Pete Mirelez Human Services Center in the annual lease amount of \$10.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 15
Cost Center: 100005007000

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5755		\$10.00
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$10.00</u>

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A LEASE BETWEEN ADAMS COUNTY AND
THE DENVER INDIAN CENTER FOR A PORTION OF THE PETE MIRELEZ HUMAN SERVICES
CENTER TO PROVIDE CLIENT SERVICES

WHEREAS, for the benefit and convenience of Adams County residents, Adams County wishes to lease office space at the Pete Mirelez Human Services Center to several tenants to provide services to Adams County residents; and,

WHEREAS, Denver Indian Center submitted an application to provide client services through the Human Services Department at the Pete Mirelez Human Services Center; and,

WHEREAS, Denver Indian Center has agreed to provide these client services, at the Pete Mirelez Human Services Center, in the annual lease amount of \$10.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Lease between Adams County and the Denver Indian Center for a portion of the Pete Mirelez Human Services Center to provide client services be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Lease with Denver Indian Center after approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 24, 2017
SUBJECT: Community Partner - Human Services Program
FROM: Raymond H. Gonzales, County Manager Patti Duncan, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON October 10, 2017
AUTHORIZATION TO MOVE FORWARD: X YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a lease for office space with Family Tree, Inc., Maple Star Colorado, La Raza Services, Inc., and Seniors' Resource Center to provide direct client services.

BACKGROUND:

The Pete Mirelez Human Services Center has limited office and client service delivery space available to non-profit, government, or community-based agencies with missions and objectives consistent with those of the County's Human Services Department (HSD). The intent of providing the space within the new center will allow selected agencies to deliver direct client facing services to individuals and families with human service needs, whether or not the individuals and families are referred by HSD. These should enhance or supplement, but do not replace or duplicate services being provided by the HSD such as:

- Community enrichment or poverty reduction
- Providing employment training or job acquisition
- Addressing homelessness
- Offering services that benefit senior citizens or children
- Addressing economic security or self sufficiency
- Eliminating food insecurity
- Providing culturally relevant services that meet the special needs of diverse populations
- Providing health and wellness services
- Addressing mental health
- Offering other direct services compatible with the needs of the clients of the HSD

The Request for Application was solicited through the Rocky Mountain Bid System and bids were opened on August 11, 2017. Eight applications were submitted from Family Tree, Inc., Maple Star Colorado, Revised 06/2016

Excelsior, La Raza Services, Inc., Seniors' Resource Center, State Division of Youth Services, Arising Hope, and State Division of Vocational Rehabilitation. After reviewing and evaluating the applications, HSD confirmed that Family Tree, Inc., Maple Star Colorado, La Raza Services, Inc., and Seniors' Resource Center would provide the best value to the County. HSD recommends awarding an initial one (1) year agreement with two (2) one-year renewal options to the four agencies.

Each agency has agreed to provide these client services at the Pete Mirelez Human Services Center in the annual lease amount of \$10.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services Department

ATTACHED DOCUMENTS:

Resolutions

FISCAL IMPACT:

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

Fund: 15
Cost Center: 100005007000

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5770		\$40.00
Total Revenues:			<u>\$40.00</u>

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A LEASE BETWEEN ADAMS COUNTY AND
FAMILY TREE, INC., FOR A PORTION OF THE PETE MIRELEZ HUMAN SERVICES CENTER
TO PROVIDE CLIENT SERVICES

WHEREAS, for the benefit and convenience of Adams County residents, Adams County wishes to lease a portion of the Pete Mirelez Human Services Center to several tenants to provide services to Adams County residents; and,

WHEREAS, Family Tree Inc., submitted an application to provide client services through the Human Services Department at the Pete Mirelez Human Services Center; and,

WHEREAS, Family Tree Inc., has agreed to provide these client services, at the Pete Mirelez Human Services Center, in the annual lease amount of \$10.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Lease between Adams County and Family Tree Inc., for a portion of the Pete Mirelez Human Services Center to provide client services be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Lease with Family Tree Inc., after approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 24, 2017
SUBJECT: Community Partner - Human Services Program
FROM: Raymond H. Gonzales, County Manager Patti Duncan, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON October 10, 2017
AUTHORIZATION TO MOVE FORWARD: X YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a lease for office space with Family Tree, Inc., Maple Star Colorado, La Raza Services, Inc., and Seniors' Resource Center to provide direct client services.

BACKGROUND:

The Pete Mirelez Human Services Center has limited office and client service delivery space available to non-profit, government, or community-based agencies with missions and objectives consistent with those of the County's Human Services Department (HSD). The intent of providing the space within the new center will allow selected agencies to deliver direct client facing services to individuals and families with human service needs, whether or not the individuals and families are referred by HSD. These should enhance or supplement, but do not replace or duplicate services being provided by the HSD such as:

- Community enrichment or poverty reduction
- Providing employment training or job acquisition
- Addressing homelessness
- Offering services that benefit senior citizens or children
- Addressing economic security or self sufficiency
- Eliminating food insecurity
- Providing culturally relevant services that meet the special needs of diverse populations
- Providing health and wellness services
- Addressing mental health
- Offering other direct services compatible with the needs of the clients of the HSD

The Request for Application was solicited through the Rocky Mountain Bid System and bids were opened on August 11, 2017. Eight applications were submitted from Family Tree, Inc., Maple Star Colorado, Revised 06/2016

Excelsior, La Raza Services, Inc., Seniors' Resource Center, State Division of Youth Services, Arising Hope, and State Division of Vocational Rehabilitation. After reviewing and evaluating the applications, HSD confirmed that Family Tree, Inc., Maple Star Colorado, La Raza Services, Inc., and Seniors' Resource Center would provide the best value to the County. HSD recommends awarding an initial one (1) year agreement with two (2) one-year renewal options to the four agencies.

Each agency has agreed to provide these client services at the Pete Mirelez Human Services Center in the annual lease amount of \$10.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services Department

ATTACHED DOCUMENTS:

Resolutions

FISCAL IMPACT:

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

Fund: 15
Cost Center: 100005007000

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5770		\$40.00
Total Revenues:			<u>\$40.00</u>

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A LEASE BETWEEN ADAMS COUNTY
AND MAPLE STAR COLORADO FOR A PORTION OF
THE PETE MIRELEZ HUMAN SERVICES CENTER
TO PROVIDE CLIENT SERVICES

WHEREAS, for the benefit and convenience of Adams County residents, Adams County wishes to lease a portion of the Pete Mirelez Human Services Center to several tenants to provide services to Adams County residents; and,

WHEREAS, Maple Star Colorado submitted an application to provide client services through the Human Services Department at the Pete Mirelez Human Services Center; and,

WHEREAS, Maple Star Colorado has agreed to provide these client services, at the Pete Mirelez Human Services Center, in the annual lease amount of \$10.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, and State of Colorado, that the Lease between Adams County and Maple Star Colorado for a portion of the Pete Mirelez Human Services Center to provide client services be approved.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 24, 2017
SUBJECT: Community Partner - Human Services Program
FROM: Raymond H. Gonzales, County Manager Patti Duncan, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON October 10, 2017
AUTHORIZATION TO MOVE FORWARD: X YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a lease for office space with Family Tree, Inc., Maple Star Colorado, La Raza Services, Inc., and Seniors' Resource Center to provide direct client services.

BACKGROUND:

The Pete Mirelez Human Services Center has limited office and client service delivery space available to non-profit, government, or community-based agencies with missions and objectives consistent with those of the County's Human Services Department (HSD). The intent of providing the space within the new center will allow selected agencies to deliver direct client facing services to individuals and families with human service needs, whether or not the individuals and families are referred by HSD. These should enhance or supplement, but do not replace or duplicate services being provided by the HSD such as:

- Community enrichment or poverty reduction
- Providing employment training or job acquisition
- Addressing homelessness
- Offering services that benefit senior citizens or children
- Addressing economic security or self sufficiency
- Eliminating food insecurity
- Providing culturally relevant services that meet the special needs of diverse populations
- Providing health and wellness services
- Addressing mental health
- Offering other direct services compatible with the needs of the clients of the HSD

The Request for Application was solicited through the Rocky Mountain Bid System and bids were opened on August 11, 2017. Eight applications were submitted from Family Tree, Inc., Maple Star Colorado, Revised 06/2016

Excelsior, La Raza Services, Inc., Seniors' Resource Center, State Division of Youth Services, Arising Hope, and State Division of Vocational Rehabilitation. After reviewing and evaluating the applications, HSD confirmed that Family Tree, Inc., Maple Star Colorado, La Raza Services, Inc., and Seniors' Resource Center would provide the best value to the County. HSD recommends awarding an initial one (1) year agreement with two (2) one-year renewal options to the four agencies.

Each agency has agreed to provide these client services at the Pete Mirelez Human Services Center in the annual lease amount of \$10.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services Department

ATTACHED DOCUMENTS:

Resolutions

FISCAL IMPACT:

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

Fund: 15
Cost Center: 100005007000

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5770		\$40.00
Total Revenues:			<u>\$40.00</u>

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A LEASE BETWEEN ADAMS COUNTY AND
LA RAZA SERVICES, INC., FOR A PORTION OF
THE PETE MIRELEZ HUMAN SERVICES CENTER
TO PROVIDE CLIENT SERVICES

WHEREAS, for the benefit and convenience of Adams County residents, Adams County wishes to lease a portion of the Pete Mirelez Human Services Center to several tenants to provide services to Adams County residents; and,

WHEREAS, La Raza Services, Inc., submitted an application to provide client services through the Human Services Department at the Pete Mirelez Human Services Center; and,

WHEREAS, La Raza Services, Inc., has agreed to provide these client services, at the Pete Mirelez Human Services Center, in the annual lease amount of \$10.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Lease between Adams County and La Raza Services, Inc., for a portion of the Pete Mirelez Human Services Center to provide client services be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Lease with La Raza Services, Inc., after approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 24, 2017
SUBJECT: Community Partner - Human Services Program
FROM: Raymond H. Gonzales, County Manager Patti Duncan, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON October 10, 2017
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a lease for office space with Family Tree, Inc., Maple Star Colorado, La Raza Services, Inc., and Seniors' Resource Center to provide direct client services.

BACKGROUND:

The Pete Mirelez Human Services Center has limited office and client service delivery space available to non-profit, government, or community-based agencies with missions and objectives consistent with those of the County's Human Services Department (HSD). The intent of providing the space within the new center will allow selected agencies to deliver direct client facing services to individuals and families with human service needs, whether or not the individuals and families are referred by HSD. These should enhance or supplement, but do not replace or duplicate services being provides by the HSD such as:

- Community enrichment or poverty reduction
- Providing employment training or job acquisition
- Addressing homelessness
- Offering services that benefit senior citizens or children
- Addressing economic security or self sufficiency
- Eliminating food insecurity
- Providing culturally relevant services that meet the special needs of diverse populations
- Providing health and wellness services
- Addressing mental health
- Offering other direct services compatible with the needs of the clients of the HSD

The Request for Application was solicited through the Rocky Mountain Bid System and bids were opened on August 11, 2017. Eight applications were submitted from Family Tree, Inc., Maple Star Colorado, Revised 06/2016

Excelsior, La Raza Services, Inc., Seniors' Resource Center, State Division of Youth Services, Arising Hope, and State Division of Vocational Rehabilitation. After reviewing and evaluating the applications, HSD confirmed that Family Tree, Inc., Maple Star Colorado, La Raza Services, Inc., and Seniors' Resource Center would provide the best value to the County. HSD recommends awarding an initial one (1) year agreement with two (2) one-year renewal options to the four agencies.

Each agency has agreed to provide these client services at the Pete Mirelez Human Services Center in the annual lease amount of \$10.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services Department

ATTACHED DOCUMENTS:

Resolutions

FISCAL IMPACT:

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

Fund: 15
Cost Center: 100005007000

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5770		\$40.00
Total Revenues:			<u>\$40.00</u>

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A LEASE BETWEEN ADAMS COUNTY AND
SENIORS' RESOURCE CENTER FOR A PORTION OF
THE PETE MIRELEZ HUMAN SERVICES CENTER
TO PROVIDE CLIENT SERVICES

WHEREAS, for the benefit and convenience of Adams County residents, Adams County wishes to lease a portion of the Pete Mirelez Human Services Center to several tenants to provide services to Adams County residents; and,

WHEREAS, Seniors' Resource Center submitted an application to provide client services through the Human Services Department at the Pete Mirelez Human Services Center; and,

WHEREAS, Seniors' Resource Center has agreed to provide these client services, at the Pete Mirelez Human Services Center, in the annual lease amount of \$10.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Lease between Adams County and Seniors' Resource Center for a portion of the Pete Mirelez Human Services Center to provide client services be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Agreement with Seniors' Resource Center after approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 24, 2017
SUBJECT: Resolution approving Right-of-Way Agreement and Memorandum of Right-of-Way Agreement between Adams County and Discovery DJ Services, LLC, for an easement to allow a natural gas and crude oil pipelines across a County owned property along Riverdale Road.
FROM: Kristin Sullivan, Director, Community & Economic Development Department
AGENCY/DEPARTMENT: Community & Economic Development
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Right-of-Way Agreement and Memorandum of Right-of-Way Agreement.

BACKGROUND:

Discovery DJ Services (Discovery) is requesting Adams County to approve a Right-of-Way Agreement and Memorandum of Right-of-Way Agreement for an easement to allow a pipeline for transporting natural gas and crude oil on and across Adams County owned property. The property is located north of E-470 along Riverdale Road. Specifically, the request is for a multi-width permanent easement of approximately 450 feet in length and an associated temporary construction easement of an additional 25 feet in width and 450 feet in length.

The pipeline is a portion of the Discovery Boardwalk Pipeline Project – Segment II that the Board of County Commissioners approved a conditional use permit and a development agreement (Case No. RCU2017-00011, Case Name: Discovery Boardwalk Pipeline Project – Segment II) on October 17, 2017. This segment of the Boardwalk Pipeline will consist of two separate pipelines: a 8.625-inch crude oil pipeline and a 20-inch natural gas pipeline. The pipeline will commence at the Brighton West Interconnect site, located north of E-470 and halfway between Colorado Boulevard and Holly Street, and traverse on the south side of the E-470 multi-use easement and run east until terminating northwest of Riverdale Road and E-470.

The easement on Adams County property, as proposed by Discovery, will include the terminus of the Boardwalk Pipeline – Segment II and contain an above ground structure to allow the monitoring of the integrity of the pipeline.

The attached Right-of-Way Agreement has been negotiated under mutually agreed conditions to protect the County's infrastructure. The attached Right-of-Way Agreement and Memorandum of Right-of-Way Agreement will allow Discovery to install and maintain crude oil and natural gas pipelines and above ground equipment on the County's property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community & Economic Development, Transportation, Office of the County Attorney

ATTACHED DOCUMENTS:

BOCC Draft resolution
Right-of-Way Agreement
Memorandum of Right-of-Way Agreement

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Draft Resolution

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

Resolution 2017-

**RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT AND
MEMORANDUM OF RIGHT-OF-WAY AGREEMENT BETWEEN
ADAMS COUNTY AND DISCOVERY DJ SERVICES, LLC, FOR AN
EASEMENT TO CONSTRUCT A TRANSMISSION PIPELINE ON
COUNTY OWNED PROPERTY ALONG RIVERDALE ROAD**

WHEREAS, Adams County owns property (the “Property”) north of E-470 along Riverdale Road being a portion of Outlot B of Hawk Ridge Subdivision located in the Northeast Quarter of Section 22, Township 1 South, Range 67 West of the 6th Principal Meridian, Adams County, Colorado; and,

WHEREAS, the Property was dedicated for regional detention pond purposes and is not being used at this time; and,

WHEREAS, Discovery DJ Services, LLC (“Discovery”), desires to construct an underground 12.75 inch steel pipeline and appurtenances to transport natural gas and natural gas condensate in Adams County (as more particularly described in that certain Conditional Use Permit Application Case # RCU2017-00011, Case Name: Discovery Boardwalk Pipeline Project – Segment II); and,

WHEREAS, Discovery has requested permanent and temporary easements in the form of a Right-of-Way Agreement over a portion of the Property for a portion of this pipeline approximately 450 feet in length; and,

WHEREAS, under the terms and conditions of the Right-of-Way Agreement and Memorandum of Right-of-Way Agreement, the approval and granting of said Right-of-Way Agreement will not adversely affect the use of the Property; and,

WHEREAS, this location will allow transmission of petroleum products between Discovery facilities without encroaching into the Adams County Road right-of-way except for occasional near right angle crossings thereof.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Right-of-Way Agreement and Memorandum of Right-of-Way Agreement between Adams County and Discovery DJ Services, LLC, copies of which are attached hereto and incorporated herein by this reference, be approved.

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

RIGHT OF WAY AGREEMENT

Parcel No. 0157122102035

STATE OF COLORADO)
)
COUNTY OF ADAMS)

This Right of Way Agreement (the ‘Agreement’) is entered into by and between the **County of Adams** (‘Grantor’), whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601, and **Discovery DJ Services, LLC**, a Texas limited liability company, (‘Discovery’), having a mailing address of 7859 Walnut Hill Lane, Suite 335, Dallas, Texas 75230.

In consideration of the sum of Four Thousand Five Hundred Thirty-Five and no/100 Dollars (\$ 4,535.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby grant, warrant, convey and assign unto Discovery, its successors and assigns, a perpetual and non-exclusive easement and right of way for the locating of the routes for, and the laying, constructing, erecting, operating, maintaining, inspecting, testing, repairing, changing the size of, relocating, relaying, removing the pipeline or pipelines, and appurtenances, along with right of ingress, egress, and regress, together with such valves, fittings, meters, connections, markers, cathodic protection, corrosion control and monitoring devices, pipeline operating control devices, hydrate removal systems, communications, telemetry and data acquisition facilities and related facilities, overhead and/or underground electric lines, regulators and other above and below ground appurtenances, and other equipment and appurtenances (collectively, ‘the **Facilities**’) as may be necessary or convenient for the transportation by pipeline of oil, gas, condensate, natural gas liquids petroleum or any products, byproducts thereof, water, other liquids and gases and mixtures of any of the foregoing, including on, over, under, across and through variable strips of land (the ‘**Right of Way**’), further depicted on Exhibit ‘A’ attached hereto and made a part hereof, and located all or in part of:

A portion of that parcel described as Outlot B dedicated to Adams County in the Hawk Ridge Subdivision, according to the map or plat thereof filed for recorded in the Office of the Adams County Clerk and Recorder at Reception No. C0965911 (File 18, Map 685), said parcel located in the Northeast Quarter (NE1/4) of Section 22, Township 1 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado.

This Agreement is made subject to the following terms and conditions:

1. Discovery agrees to bury any permanent pipelines used for the transportation and gathering of oil, gas, other hydrocarbons and their constituents so that the top of said pipelines will be buried at least forty-eight inches below the existing ground level contour at the time of initial construction. In areas of rock concentration, such pipelines will be buried so that the top of said pipelines will be buried at least thirty-six inches below the existing ground level contour.
2. Discovery will reseed any areas disturbed by Discovery’s operations on the Right of Way with a seasonal perennial or with suitable alternatives, as determined in Discovery’s reasonable discretion. This clause will not apply to tillable farmland.
3. Discovery will restore the disturbed areas to as near as practicable the condition which existed on the date of commencement of construction activities on the Right of Way.
4. Discovery shall level and restore any lands affected by Discovery’s operations that may

have excessive settling and sufficiently compact and re-vegetate the soil within a reasonable period of time being not less than (2 years) after completion of construction to the condition that existed at the time immediately prior to the placement of Discovery's pipeline, to the extent reasonably practicable.

5. If Discovery temporarily removes a gate, fence, or a portion of a fence in the Right of Way area in connection with its pipeline installation or maintenance operations, Discovery agrees to replace said gate, fence, or portion of fence with that of a like kind and quality upon completion of its pipeline installation or maintenance operations.
6. Grantor hereby grants to Discovery and its successor and assigns the right of ingress and egress to and from the Right of Way for any and all purposes necessary or convenient, including but not limited to geotechnical, cultural, and environmental surveys, related to the exercise by Discovery of the rights granted in this Agreement on, over and across the Right of Way and any adjacent property owned by Grantor.
7. Grantor hereby grants to Discovery and its successors and assigns the right to use a strip of land fifty feet in width as a temporary workspace easement to be located along, adjacent to and parallel with the Right of Way. Grantor hereby also grants to Discovery and its successors and assigns the right to use additional workspace at the crossing of existing easements, roads, railroads, streams, canals or uneven terrain alongside the Right of Way as needed during the exercise of any of the rights granted in this Agreement and will have the right at any time to clear and keep clear the Right of Way of any trees, shrubs, or brush without payment for damages.
8. In the event that Grantor desires to construct a project within the Grantor owned property (0157122102035 – Hawk Ridge Subdivision DESC: Outlot B) that affects the pipeline improvements, the Grantor will require the Discovery DJ Services, LLC, to remove the all pipeline improvements, above and below ground, at the Discovery DJ Services, LLC's expense, to accommodate the Grantor's project. Grantor shall provide the Discovery DJ Services, LLC, written notice of its need to affect the pipeline improvements at least 180 calendar days prior to the start of a planned project that may affect the pipeline. Discovery DJ Services, LLC, will be solely responsible for the relocation of the pipe by the end of the 180 day notice.
9. Discovery agrees to comply with any applicable federal and state regulations, orders and rules related to the Facilities and the exercise of Discovery's rights hereunder.
10. Discovery agrees to protect, indemnify, and hold harmless Grantor from any claims, demands, expenses, losses, damages, or injuries (including death) to persons or property to the extent caused by Discovery's negligence or the negligence of Discovery's employees, and/or authorized agents, affiliates, or any other third party working on behalf of Discovery (collectively, "**Discovery's Representatives**") in connection with Discovery's or Discovery's Representatives' use of the Facilities and/or Right of Way; provided, however, Discovery will not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Agreement, related to the presence of pollutants, contaminants, petroleum, hazardous substances, or endangerments in, beneath, or along the adjacent property and/or the Right of Way except to the extent caused by the acts or omissions of Discovery or Discovery's Representatives.
11. Grantor agrees to cooperate with Discovery, at no expense to Grantor, and without any additional consideration from Discovery, to execute, acknowledge, and deliver to

Discovery, its successors and assigns, such instruments as are reasonably useful or necessary for Discovery to exercise its rights under this Agreement, including but not limited to curative title documents, and such documents as are reasonably useful or necessary to correct a description and evidence such correction in the appropriate amendments, and documents pertaining to related permits.

12. Discovery shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien that covers, in whole or in part the Right-of-Way and shall be subrogated to such lien and rights.
13. This Agreement and privileges granted in this Agreement are divisible, assignable and transferable in whole or in part by Discovery. This Agreement can be signed in counterparts with the same effect as if both Grantor and Discovery signed one agreement. It is hereby agreed that the party securing this grant on behalf of Discovery is without authority to make any covenant or agreement not expressed in this Agreement.
14. All notices must be in writing and must be delivered to the above addresses in order to be effective unless changed by either party through prior written notice to the other. All payments made to Grantor pursuant to the terms of this Agreement will be made by Discovery by check, payable and mailed or delivered to Grantor at the last known address of Grantor. Should the entities or persons that comprise Grantor be more than one in number at any given time, each such entity or person will receive any payment provided under this Agreement in such proportion as their respective interest bears to the entire fee simple title of the Right of Way.
15. If any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof will be considered to be deleted, and the remainder of this Agreement will constitute the agreement between Grantor and Discovery covering the subject matter hereof.
16. Grantor and Discovery intend and agree that the Right of Way and the rights granted in this Agreement are and will be a covenant running with the land and will be binding on and inure to the benefit of Grantor, Discovery and their successors, heirs and assigns.
17. Grantor and Discovery acknowledge and agree that this Agreement contains and expresses all the agreements and obligations of Grantor and Discovery with respect to the rights granted in this Agreement and no covenant, agreement, or obligation not expressed in this Agreement shall be imposed upon Grantor or Discovery, their heirs, successors and assigns, unless in writing and executed by both Grantor or Discovery. A Memorandum will be executed, in recordable form, by both Grantor and Discovery and recorded by Discovery (at Discovery's sole cost) with the Adams County Clerk and Recorder. Said Memorandum will describe the parties, the Property, the Right of Way and will incorporate this Agreement by reference, but will not disclose the consideration or other terms of this Agreement other than those stated in this sentence.
18. Venue for any dispute regarding this Agreement shall be in Adams County, CO.

EXECUTED as of this _____ day of _____, 2017.

IN WITNESS WHEREOF, the Grantor has executed this Right-of-Way Agreement on the date set forth above.

ATTEST:
STAN MARTIN,
CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

BY:

Chair

APPROVED AS TO FORM:

Adams County Attorney's Office

DISCOVERY:

Discovery DJ Services, LLC

By: Cory G. Jordan
Its: EVP Operations

ACKNOWLEDGEMENTS

STATE OF TEXAS)
)
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by **Cory G. Jordan**, as **EVP Operations**, of **Discovery DJ Services, LLC**, a Texas limited liability company, and being authorized to do so, on behalf of said company.

WITNESS my hand and Official Seal.

Notary Public in and for said State and County

MY COMMISSION EXPIRES:

Exhibit "A"

Attached to and made a part of that certain Right of Way Agreement dated the _____ day of _____, 2017 by and between the **County of Adams**, as Grantor and **Discovery DJ Services, LLC** as Discovery.

MEMORANDUM OF RIGHT OF WAY AGREEMENT

Parcel No. 157122102035

STATE OF COLORADO)
)
COUNTY OF ADAMS)

This Memorandum of Right of Way Agreement ("**Memorandum**") is executed on the date or dates set forth below, to evidence for recording purposes the execution of a certain Right of Way Agreement, the relevant terms of which are set forth below:

Name and Address of Grantor:

County of Adams
4430 South Adams County Parkway
Brighton, Colorado 80601

Name and Address of Grantee:

Discovery DJ Services, LLC ("**Discovery**")
7859 Walnut Hill Lane, Suite 335
Dallas, Texas 75230

- 1. By Right of Way Agreement effective _____, 2017 (the "**Agreement**"), Grantor granted, warranted, conveyed and assigned unto Discover, its successors and assigns, a perpetual and exclusive easement and right of way for the locating of the routes for, and the laying constructing, erecting, operating, maintaining, inspecting, testing, repairing, changing the size of, relocating, relaying, removing a pipeline or pipelines, and appurtenances, along with right of ingress, egress, and regress, together with such valves, fittings, meters, connections, markers, cathodic protection, corrosion control and monitoring devices, pipeline operating control devices, hydrate removal systems, communications, telemetry and data acquisition facilities and related facilities, overhead and/or underground electric lines, regulators and other above and below ground appurtenances, and other equipment and appurtenances (collectively, "the Facilities") as may be necessary or convenient for the transportation by pipeline of oil, gas, condensate, natural gas liquids petroleum or any products, byproducts thereof, water, other liquids and gases and mixtures of any of the foregoing, including temporary water lines on, over, under, across and through a strip of land thirty (30') feet in width (the "**Right of Way**"), further depicted on Exhibit "A" attached hereto and made a part hereof, and located all or in part of:

A portion of that parcel described as Outlot B dedicated to Adams County in the Hawk Ridge Subdivision, according to the map or plat thereof filed for recorded in the Office of the Adams County Clerk and Recorder at Reception No. C0965911 (File 18, Map 685), said parcel located in the Northeast Quarter (NE1/4) of Section 22, Township 1 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado.

- 2. Grantor and Discovery incorporate by reference in this Memorandum all the terms, covenants and conditions contained in the Agreement. Reference is hereby made to the Agreement for a complete statement of the rights, privileges and obligations created under and by the Agreement and of the terms, covenants and conditions contained therein, which complete Agreement may be obtained from Discovery at the address indicated below.

3. Grantor and Discovery, for themselves and their respective heirs, successors or assigns, agree to observe, conform to and comply with such terms, covenants and conditions on the part of each of them to be observed and performed under the Agreement.
4. Both Grantor and Discovery intend and agree that the easement and right of way granted pursuant to, and all the term and conditions of, the Agreement are covenants running with the land.
5. Grantor and Discovery hereby ratify in all respects the grant of the easement and right of way and all other provisions contained in the Agreement as of the effective date of the Agreement.
6. This Memorandum is executed in simplified short form for the convenience of Grantor and Discovery and for the purpose of recording the same to place every person on notice of the existence of the Agreement. This Memorandum will not have the effect of modifying, supplementing or abridging the Agreement or any of its provisions. In the event of a conflict between the terms of the Agreement and the terms of this Memorandum, the terms of the Agreement will govern and control.

IN WITNESS WHEREOF, Grantor and Discovery have executed this Memorandum on the respective dates as set forth in the acknowledgments below.

ATTEST:
 STAN MARTIN,
 CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS
 ADAMS COUNTY, COLORADO

 BY:

 Chair,

APPROVED AS TO FORM:

 Adams County Attorney's Office

DISCOVERY:

Discovery DJ Services, LLC

 By: Cory G. Jordan
 Its: EVP Operations

ACKNOWLEDGEMENTS

STATE OF COLORADO)
)
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by **Cory G. Jordan, as EVP Operations, of Discovery DJ Services, LLC**, a Texas limited liability company, and being authorized to do so, on behalf of said company.

WITNESS my hand and Official Seal.

Notary Public in and for said State and County

MY COMMISSION EXPIRES:

Exhibit "A"

Attached to and made a part of that certain Right of Way Agreement dated the _____ day
of _____, 2017 by and between the **County of Adams**, as Grantor and **Discovery DJ Services, LLC**
as Discovery.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 10/24/2017
SUBJECT: Resolution Approving Collective Bargaining Policies
FROM: Heidi Miller and Michelle Michel
AGENCY/DEPARTMENT: County Attorney's Office
HEARD AT STUDY SESSION ON – Most Recent Executive Session 9/26/2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the attached policies.

BACKGROUND:

In Resolution 2017-259, the Adams County Board of County Commissioners authorized County employees to participate in collective bargaining through a representative of their choosing and directed County staff to develop a representation process and a policy for collective bargaining subject to the Board's review and approval. Those policies have been developed and are now ready for approval.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

None.

ATTACHED DOCUMENTS:

Adams County, Colorado - Policy Regarding Collective Bargaining
Adams County, Colorado - Policy for Supervisors and Managerial Employees Regarding Collective Bargaining

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPROVING THE ADAMS COUNTY COLORADO POLICY REGARDING
COLLECTIVE BARGAINING AND THE ADAMS COUNTY COLORADO POLICY FOR
SUPERVISORS AND MANAGERIAL EMPLOYEES REGARDING COLLECTIVE
BARGAINING

WHEREAS, through Resolution 2017-259, the Adams County Board of County Commissioners authorized County employees to participate in collective bargaining through a representative of their choosing; and,

WHEREAS, the Board of County Commissioners directed County staff to develop a representation process and a policy for collective bargaining subject to the Board's review and approval; and,

WHEREAS, County staff has developed a Policy Regarding Collective Bargaining and a Policy for Supervisors and Managerial Employees Regarding Collective Bargaining; and,

WHEREAS, the Board of County Commissioners believes the attached policies should govern any future collective bargaining process involving County employees.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Adams County, State of Colorado, that the Adams County, Colorado - Policy Regarding Collective Bargaining and the Adams County, Colorado - Policy for Supervisors and Managerial Employees Regarding Collective Bargaining, copies of which are attached hereto, be and hereby are approved.

ADAMS COUNTY, COLORADO - POLICY REGARDING COLLECTIVE BARGAINING

I. Purpose.

Pursuant to the Resolution Authorizing Collective Bargaining for Adams County Employees (“Resolution”), this policy outlines the rights, responsibilities, processes, and expectations when employees seek to engage the collective bargaining process.

II. Resolution Authorizing Collective Bargaining.

Under the Resolution, Adams County (“County”) employees have the right to form, join or assist labor organizations, to bargain collectively through representative of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining. County employees also have the right to refrain from any or all of such activities.

A. The Initial Representation Process:

The process to elect a union for representation generally consists of: identifying an appropriate bargaining unit, a showing of interest, and a secret ballot election. These events are set forth in greater detail below.

It is a violation of this policy to coerce, threaten, interrogate, promise, or spy on employees engaged in the collective bargaining process or any concerted activity related to the terms or conditions of employment.

Under this Policy, it is not considered discriminatory for a union and the County to enter into an all-union agreement duly authorized under the laws of the State of Colorado.

1. Appropriate Bargaining Unit:

Under the Resolution, employees have the right to bargain collectively through a representative of their choosing. Employees interested in collective bargaining through a representative must first identify an appropriate bargaining unit. An appropriate bargaining unit is a group of two or more employees who share a community of interest and may reasonably be grouped together for purposes of collective bargaining. An appropriate bargaining unit can be based on several factors, including:

- Common supervision;
- Nature of employee skills and functions;
- Work location;
- Terms and Conditions of employment;
- Functional integration.

Supervisors and managers shall be excluded from any proposed bargaining unit. Supervisors are individuals who have authority, in the interest of the County, to hire, recommend discharge or transfer, discipline, suspend, assign and direct work, and exercise independent judgment to apply management

policies. Managers are individuals who formulate and effectuate management policies.

Any dispute regarding the composition of a proposed bargaining unit, shall be resolved by an agreed upon third party neutral.

2. Showing of Interest:

In order to request an election for certification of the employee representative, the proposed employee representative must show, that at least 30% of the employees in the proposed bargaining unit favor an election by presenting signed authorization cards or petition signatures to an agreed upon third party. After the third party has determined there is a showing of interest, the union or employees should submit a petition to the County to request a secret ballot election.

An agreed upon third party shall have 15 business days to determine if the union has presented a sufficient and valid showing of interest.

Any disputes regarding a petition will be submitted to the agreed upon third party neutral.

3. Secret Ballot Election:

After the County receives a petition, it will set a date for a secret ballot election. To be entitled to vote, an employee must have worked in the proposed unit during the eligibility period set by the County and must be employed in the unit on the date of the election. An agreed upon third party neutral will oversee the election.

The union must acquire a majority of votes to be certified as the exclusive bargaining representative of the unit. If the union is certified, the County and the union are obligated to bargain in good faith regarding wages, hours, and other terms or conditions of employment.

B. Collective Bargaining Defined:

Collective Bargaining is the performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer, in good faith, with respect to wages, hours, and other terms and conditions of employment, the negotiation of an agreement, or any question arising under an agreement.

The obligation to confer does not compel either party to agree to a proposal by the other, nor does it require either party to make a concession to the other.

If the County and the representative of the employees fail to reach an agreement regarding wages, hours, and other terms and conditions of employment, either party may initiate mediation through the Federal Mediation and Conciliation Service (“FMCS”).

ADAMS COUNTY, COLORADO - POLICY FOR SUPERVISORS AND MANAGERIAL EMPLOYEES REGARDING COLLECTIVE BARGAINING

I. Purpose.

Supervisors and Managerial employees (“supervisors”) are central to the collective bargaining process because they interact with employees on a daily basis and are responsible for enforcing management policies.

Supervisors are individuals who have authority, in the interest of the County, to hire, recommend discharge or transfer, discipline, suspend, assign and direct work, and exercise independent judgment to apply management policies. Managers are individuals who formulate and effectuate management policies.

It is a violation of County policy to discriminate against employees because of their involvement in collective bargaining or concerted activity. Discrimination means taking action against an employee to encourage or discourage membership in any labor organization, including discharge, suspension, demotion, or any action that may affect the terms and conditions of their employment. Supervisors must strive to maintain consistent, fair, and non-discriminatory treatment of all employees.

II. Communication Regarding Collective Bargaining and Concerted Activity in the Workplace.

It is a violation of County policy to coerce, threaten, interrogate, promise, or spy on employees engaged in the collective bargaining process or any concerted activity related to the terms or conditions of employment. Examples of prohibited conduct include:

- Threats of loss of jobs or benefits;
- Threats of physical force or violence;
- Firing employees to discourage or encourage their union activities;
- Interrogation of employees concerning their protected activity;
- Granting of benefits or promises to grant benefits to influence the votes or union activities of employees; or
- Spying on employee activity.

III. Discipline.

Supervisors should understand proper disciplinary measures, and the importance of consistent, fair, and nondiscriminatory in treatment of all employees. If a supervisor is not sure what to do in a situation or the situation may have legal implications, the supervisor should seek assistance from the County Attorney or designee.

IV. Access.

Non-employees have no right to access non-public areas for purposes of organizing.

V. Solicitation.

The County may prohibit solicitation during working time, but employees may use their non-working time, such as break periods, meal periods or time before or after work, to engage in solicitation in non-public areas. Non-employees may not solicit in the workplace. Supervisors must enforce any solicitation rules in a non-discriminatory manner.

VI. Bulletin Boards.

If the County provides a bulletin board for general employee postings, the County must permit employees to use the bulletin board for protected activity.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 24, 2017
SUBJECT: Sheriff's Office Radio Replacement
FROM: Raymond H. Gonzales, County Manager; Patti Duncan, Interim Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Procurement & Contracts Manager
AGENCY/DEPARTMENT: Sheriff's Office
HEARD AT STUDY SESSION ON: October 3, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a proposal award to Motorola Solutions for the Sheriff's Office Radios.

BACKGROUND:

The radios currently used throughout the Sheriff's Office are over their useful life, and are need of replacement. The Sheriff's Office budgeted this project in phases with \$643,127.00 approved for 2017 and a proposed amount of \$2,308,634.00 in 2018 to complete the replacement project. A Request for Proposal was solicited through the Rocky Mountain e-Purchasing System (Bidnet). The County received three proposals. One of the three firms did not meet the minimum technical specifications and was removed from further evaluations. The evaluation process of the proposals included proposal review, interviews and demonstrations.

Once the evaluations were complete, it was determined that Motorola Solutions was the most qualified proposer. As a part of the best and final offer, Motorola offered an initial five percent discount with an additional five percent savings if the County purchased all of the radios in 2017; a savings of approximately \$210,700.00. On October 3, 2017, the Sheriff's Office scheduled a study session to request the budget requested for 2018 be moved to 2017 in order for the County to take advantage of the significant savings. Staff was directed to proceed by the BOCC the same day.

The recommendation is to award a Purchase Order to Motorola Solutions for the Sheriff's Office Radios in the amount of \$2,482,363.92.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Sheriff's Office

ATTACHED DOCUMENTS:

Resolution
Evaluation Summary Sheet
Interview Summary Sheet
Demonstration Summary Sheet

FISCAL IMPACT:

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

Fund: 1
Cost Center: 2011

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7555	20111707	643,127
Add'l Operating Expenditure not included in Current Budget:	7555	20111707	1,874,237
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$2,482,364</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AWARDING A PURCHASE ORDER TO MOTOROLA SOLUTIONS
FOR THE RADIO REPLACEMENT PROJECT

WHEREAS, proposals were opened April 17, 2017, to consider providers for the Radio Replacement Project for the Adams County Sheriff's Office; and,

WHEREAS, after a thorough evaluation it was deemed that Motorola Solutions was the most responsive and responsible proposer; and,

WHEREAS, Motorola Solutions agrees to provide radios in the not to exceed amount of \$2,482,363.92.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Purchase Order award be made to Motorola Solutions for the Radio Replacement Project in the not to exceed amount of \$2,482,363.92.

BE IT FURTHER RESOLVED that the Purchasing Division is hereby authorized to sign the Purchase Order with Motorola Solutions.

RFP # 2017.415 RADIO REPLACEMENT PROJECT-EVALUATIONS

CONTRACTOR: Motorola Solutions-Westminster, CO

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	CATEGORY TOTALS	Cost
Network Capabilities	3	2.4	2.7	1.5	2.1	3	11.7	\$2,482,363.92
Radio Features/Testing	2.5	2.25	2	1.5	2	2.5	10.25	
Radio Reliability	2.5	2	2.25	1.25	2	2.5	10	
Pricing	2	1.8	1.8	1.8	1.8	1.8	9	
TOTALS:	10	8.45	8.75	6.05	7.9	9.8	40.95	

TOTAL SCORE: 40.95

TOTAL AVG. SCORE: 8.190

CONTRACTOR: Harris Corporation-Lynchburg, VA

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	CATEGORY TOTALS	Cost
Network Capabilities	3	2.7	2.7	1.5	2.7	3	12.6	\$2,366,484.85
Radio Features/Testing	2.5	1.75	1.75	1	2	1.5	8	
Radio Reliability	2.5	2	2	0.75	1.75	1.25	7.75	
Pricing	2	2	2	2	2	2	10	
TOTALS:	10	8.45	8.45	5.25	8.45	7.75	38.35	

TOTAL SCORE: 38.35

TOTAL AVG. SCORE: 7.670

RFP # 2017.415 RADIO REPLACEMENT PROJECT-INTERVIEW SCORE SHEET

CONTRACTOR: Motorola Solutions-Westminster, CO

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	CATEGORY TOTALS
Interview	7.5	6	7.5	6	4.8	6.75	31.05
Pricing	2.5	2.2	2.2	2.2	2.2	2.2	11
TOTALS:	10	8.2	9.7	8.2	7	8.95	42.05

TOTAL SCORE: 42.05

TOTAL AVG. SCORE: 8.410

CONTRACTOR: Harris Corporation-Lynchburg, VA

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	CATEGORY TOTALS
Interview	7.5	6.75	6	6.75	4.5	6	30
Pricing	2.5	2.5	2.5	2.5	2.5	2.5	12.5
TOTALS:	10	9.25	8.5	9.25	7	8.5	42.5

TOTAL SCORE: 42.5

TOTAL AVG. SCORE: 8.500

RFP # 2017.415 RADIO REPLACEMENT PROJECT-DEMONSTRATION SCORE

CONTRACTOR: Motorola Solutions-Westminster, CO

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	CATEGORY TOTALS
Customer Service	4	3.2	3.6	3.6	3.6	14
Technical Capabiliites	4	3.6	4	3.6	4	15.2
Project Approcah	2	1.76	2.2	2.2	1.98	8.14
TOTALS:	10	8.56	9.8	9.4	9.58	37.34

TOTAL SCORE:

37.34

TOTAL AVG. SCORE:

9.335

CONTRACTOR: Harris Corporation-Lynchburg, VA

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	CATEGORY TOTALS
Customer Service	4	1.2	2	3.6	2.8	9.6
Technical Capabiliites	4	2	2	4	2.8	10.8
Project Approcah	2	1.1	1.1	2.2	1.54	5.94
TOTALS:	10	4.3	5.1	9.8	7.14	26.34

TOTAL SCORE:

26.34

TOTAL AVG. SCORE:

6.585



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 24, 2017
SUBJECT: Programmed Logic Controller and Human Management Interface System Upgrade
FROM: Raymond H. Gonzales, County Manager Patti Duncan, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Sheriff's Office
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a proposal award to CML Security LLC for the Programmed Logic Controller and Human Management Interface System Upgrade at the Adams County Detention Facility.

BACKGROUND:

The Programmed Logic Controller (PLC) and Human Machine Interface (HMI) System at the Adams County Detention Center is outdated, inefficient and problematic. A Request for Proposal (RFP) was solicited through the Rocky Mountain e-Purchasing System (Bidnet). The County received two (2) proposals from Sierra Detention Systems and CML Security LLC. The two (2) firm's submissions showed an above average knowledge in detention facilities and security systems.

Sierra Detention Systems proposed limited cabling upgrades, moving software to Indusoft, and utilizing a camera call-up software, which is proprietary to Sierra Detention Systems, for a total proposal amount of \$200,326.00.

CML Security LLC proposed moving to a Windows 10 based operating system, removal of all existing analog camera call-up equipment with replacement to new IP camera call-up equipment, new Dell computers, new touch-screens, new network fiber and switches, and re-writing of the Harding Intercom Interface software, for a total proposal amount of \$392,680.00

The Adams County Sheriff's Office evaluation committee determined that moving the system platform to a non-proprietary open architecture system will secure a more competitive market for current and future

maintenance contracts and system upgrades. Therefore, the evaluation committee determined that even at an initially higher cost than the other proposer, CML Security LLC provides the best overall and future value to Adams County and is still under budget. CML Security LLC will assist in achieving this by allowing the Adams County Sheriff's Office the capability to move from a proprietary software, as proposed by Sierra Detention Systems, to a more cost effective operating system platform, Windows 10.

The recommendation is that the Board of County Commissioner's award the PLC and HMI System Upgrade, to CML Security LLC in the not to exceed amount of \$392,680.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Sheriff's Office

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.

Fund: 1
Cost Center: 2071

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9060	20711701	555,000.00
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u> </u></u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AWARDING AN AGREEMENT TO CML SECURITY LLC FOR THE
HUMAN MANAGEMENT INTERFACE SYSTEM UPGRADE

WHEREAS; CML Security LLC submitted a proposal on August 21, 2017, to upgrade the Human Management Interface (HMI) System at the Adams County Detention Facility; and,

WHEREAS, after a thorough evaluation it was deemed that CML Security LLC was the most responsive and responsible proposer; and,

WHEREAS, CML Security LLC agrees to upgrade the HMI System in the not to exceed amount of \$392,680.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to CML Security LLC for the Human Management Interface System upgrade.

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

RFP #2017.438- HMI/PLC UPGRADE EVALUATION SUMMARY SHEET

CONTRACTOR: Sierra Detention Systems-Highlands Ranch,CO

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3		CATEGORY TOTALS	COST
Problem ID/Solution	2	1.2	1.4	1.4		4	\$200,326.00
Staff Experience	2.5	1.75	1.5	2.25		5.5	
Project Timeframe	2.5	2	2.25	2		6.25	
Refrences	1	0.8	0.8	0.5		2.1	
TOTALS:	8	5.75	5.95	6.15	0	17.85	

TOTAL SCORE:

17.85

TOTAL AVG. SCORE:

5.95

CONTRACTOR: CML Security Services LLC-Erie, CO

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3		CATEGORY TOTALS	COST
Problem ID/Solution	2	1.6	1.6	1.8		5	\$392,680.00
Staff Experience	2.5	1.75	2	2.5		6.25	
Project Timeframe	2.5	1.75	2	2.5		6.25	
Refrences	1	0.8	0.9	1		2.7	
TOTALS:	8	5.9	6.5	7.8	0	20.2	

TOTAL SCORE:

20.2

TOTAL AVG. SCORE:

6.73



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 24, 2017
SUBJECT: Detention Center Maintenance Services
FROM: Raymond H. Gonzales, County Manager; Patti Duncan, Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Sheriff's Office
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a proposal award to CML Security LLC for the Detention Center Maintenance Services at the Adams County Detention Facility.

BACKGROUND:

The Adams County Detention Center's current contract for Security Maintenance Service is up for renewal. This service covers the maintenance for the complete security system to include cameras, recording equipment, control panels, the Human Machine Interface, Programmed Logic Controllers and electronic door locking and opening devices at the Detention Center and the Adams County Court House. The Detention Center Security Maintenance Service also includes one full time service technician to work in the Detention Facility and Court House for 40 hours per week to provide preventive maintenance and repair of the existing equipment.

A formal Request for Proposal (RFP) was solicited through the Rocky Mountain e-Purchasing System (BidNet). The County received three proposals from; Sierra Detention Systems, The Acranum Group, and CML Security LLC. The proposals were scored on the following criteria:

- Ability to do the Job
- Staffing and Schedule
- Experience
- Pricing

After a thorough evaluation, it was determined that CML was the most responsive and responsible proposer. The recommendation is to award the Detention Center Maintenance to CML Security LLC for one year with three one-year optional renewals (based on annual budget appropriations) at the following rates:

Year 1-\$160,000.00

Year 2-\$160,000.00

Year 3-\$166,200.00

Year 4-\$166,500.00

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Sheriff's Office

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.

Fund: 1
Cost Center: 2071

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7825		\$218,574.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$218,574.00</u></u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AWARDING AN AGREEMENT TO CML SECURITY LLC FOR THE
DETENTION CENTER SECURITY SYSTEM MAINTENANCE SERVICES

WHEREAS, CML Security LLC submitted a proposal on September 6, 2017, for security system maintenance services at the Adams County Detention Facility; and,

WHEREAS, after a thorough evaluation it was deemed that CML Security LLC was the most responsive and responsible proposer; and,

WHEREAS, CML Security LLC agrees to provide security maintenance services in the following not to exceed amounts (subject to annual appropriations):

Year 1-\$160,000.00

Year 2-\$160,000.00

Year 3-\$166,200.00

Year 4-\$166,500.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to CML Security LLC for the detention center security system maintenance services.

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

RFP #2017.438 - Detention Center Maintenance

CONTRACTOR: The Arcanum Group-Englewood, CO

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3		CATEGORY TOTALS	YEARLY COST
Ability to do the Job	2.5	1.75	1.5	1.75		5	\$215,000.00
Staffing/Schedule	2.5	1.5	1.5	2.25		5.25	
Experience	2.5	1.75	1.5	2		5.25	
Pricing	2.5	1.85	1.85	1.85		5.55	
TOTALS:	10	6.85	6.35	7.85	0	21.05	

TOTAL SCORE:	21.05	TOTAL AVG. SCORE:	7.02
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CONTRACTOR: CML Security Services LLC-Erie, CO

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3		CATEGORY TOTALS	COST
Ability to do the Job	2.5	2.25	2	2.25		6.5	\$160,000.00
Staffing/Schedule	2.5	2	2	2.5		6.5	
Experience	2.5	2.25	2	2.5		6.75	
Pricing	2.5	2.5	2.5	2.5		7.5	
TOTALS:	10	9	8.5	9.75	0	27.25	

TOTAL SCORE:	27.25	TOTAL AVG. SCORE:	9.08
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CONTRACTOR: Sierra Detention Systems-Highlands Ranch,CO

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3		CATEGORY TOTALS	COST
Ability to do the Job	2.5	1.75	2	1.75		5.5	\$304,884.00
Staffing/Schedule	2.5	1.75	1.75	2.25		5.75	
Experience	2.5	1.75	1.5	2		5.25	
Pricing	2.5	1.3	1.3	1.3		3.9	
TOTALS:	10	6.55	6.55	7.3	0	20.4	

TOTAL SCORE:	20.4	TOTAL AVG. SCORE:	6.80
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PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 24, 2017
SUBJECT: ADA Transition Program
FROM: Raymond H. Gonzales, County Manager; Patti Duncan, Interim Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a proposal award to Ulteig Engineering Inc., for the ADA Transition Project.

BACKGROUND:

As part of the annual American Disability Act (ADA) Transition Program, Public Works has identified five different areas to implement its program. The objective of this project is to design pedestrian access routes in accordance with ADA and the “Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way” as a measure to have existing infrastructure come into compliance with ADA.

A formal Request for Proposal was solicited through Rocky Mountain E-Purchasing (BidNet). Proposals were opened on August 2, 2017. The County received six proposals. The proposals were evaluated on the following criteria:

- Qualifications of key personnel and percentage of time commitment to project
- Qualifications and experience of firm in similar projects
- Approach to proposed project, including design issues and project constraints
- Project design fee/Cost of Services
- Proposal completeness well composed for simplicity and ease of understanding

After a thorough evaluation, it was deemed that Ulteig Engineering, Inc., was the most qualified, responsible and responsive proposer. It is recommended that Ulteig Engineering Inc., be awarded an agreement for the Public Works ADA Transition Program in the not to exceed amount of \$344,584.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works

ATTACHED DOCUMENTS:

Resolution
Evaluation Summary Spreadsheet

FISCAL IMPACT:

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

Fund: 13
Cost Center: 3056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30561709	\$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/> \$1,000,000

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

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

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AWARDING AN AGREEMENT TO ULTEIG ENGINEERING INC., FOR
THE ADA TRANSITION PROGRAM

Whereas, Ulteig Engineering Inc., submitted a proposal on August 2, 2017, for the Adams County Public Works American Disability Act (ADA) Transition Program; and,

WHEREAS, after a thorough evaluation it was deemed that Ulteig Engineering Inc., was the most responsive and responsible proposer; and,

WHEREAS, Ulteig Engineering Inc., agrees to provide services for the Public Works ADA Transition Program in the not to exceed amount of \$344,584.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to Ulteig Engineering Inc., for the Public Works ADA Transition Program.

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

RFP #2017.281 - ADA TRANSITION PROGRAM 5 AREAS

CONTRACTOR: ULTEIG						
CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Total Score	PRICING
Qualifications and Experience of Firm	30	30	28	25		
Qualifications of Key Personnel	10	10	9.5	8		
Project Approach- including design issues and project constraints	10	9	9	7		
Project Design Fee/Cost of Services	30	25	27.75	23		
Proposal Completeness	20	20	20	15		
TOTALS:	100	94	94.25	78	266.25	\$344,584

Total Scores	
Ulteig	266.25
JR Engineering	256.5
Benesch	227.75
IBI	186.5
Rocksol	239
Tait	199.25

CONTRACTOR: JR ENGINEERING						
CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Total Score	PRICING
Qualifications and Experience of Firm	30	30	27	25		
Qualifications of Key Personnel	10	10	9.75	8		
Project Approach- including design issues and project constraints	10	5	8.75	9		
Project Design Fee/Cost of Services	30	27	28	24		
Proposal Completeness	20	10	20	15		
TOTALS:	100	82	93.5	81	256.5	\$338,637

CONTRACTOR: BENESCH						
CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Total Score	PRICING
Qualifications and Experience of Firm	30	20	30	25		
Qualifications of Key Personnel	10	10	10	8		
Project Approach- including design issues and project constraints	10	5	8.25	9		
Project Design Fee/Cost of Services	30	17	16.5	21		
Proposal Completeness	20	10	20	18		
TOTALS:	100	62	84.75	81	227.75	\$547,188

CONTRACTOR: IBI						
CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Total Score	PRICING
Qualifications and Experience of Firm	30	18	23	15		
Qualifications of Key Personnel	10	10	8.5	7		
Project Approach- including design issues and project constraints	10	5	6.5	7		
Project Design Fee/Cost of Services	30	16	17.5	20		
Proposal Completeness	20	10	11	12		
TOTALS:	100	59	66.5	61	186.5	\$518,024

CONTRACTOR: ROCKSOL						
CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Total Score	PRICING
Qualifications and Experience of Firm	30	15	26	20		
Qualifications of Key Personnel	10	5	9	7		
Project Approach- including design issues and project constraints	10	5	7	7		
Project Design Fee/Cost of Services	30	30	29	27		
Proposal Completeness	20	20	20	12		
TOTALS:	100	75	91	73	239	\$293,800

CONTRACTOR: TAIT						
CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Total Score	PRICING
Qualifications and Experience of Firm	30	15	28	20		
Qualifications of Key Personnel	10	5	6.25	6		
Project Approach- including design issues and project constraints	10	5	10	7		
Project Design Fee/Cost of Services	30	13	10	19		
Proposal Completeness	20	20	20	15		
TOTALS:	100	58	74.25	67	199.25	\$702,301



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 24, 2017
SUBJECT: Subdivision Improvements Agreement Midtown, LLC
FROM: Kristin Sullivan, Director, Community and Economic Development Department
AGENCY/DEPARTMENT: Community and Economic Development and Public Works Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the Subdivision Improvement Agreement with Midtown, LLC for the development of Midtown at Clear Creek Filing No. 6.

BACKGROUND:

The applicant, Midtown, LLC, has been unable to obtain development approvals for the remaining filings in the Midtown Planned Unit Development (PUD). This is due to on-going remediation activities on the proposed 43-acre park within the PUD. For the past one year, staff and the applicant have been discussing ways to provide required amenities to support the Midtown development, while the park property is still undergoing remediation activities. Currently, there is no set date to complete remediation activities on the park property. Within the past weeks, staff and the applicant reviewed the County's standard requirements for open space for Planned Unit Developments and the standard created for the Midtown PUD. Per Section 3-30-03-05-06 of the County's Development Standards and Regulations, a minimum of 30 percent of open space is required for Planned Unit Developments. The Midtown PUD has an overall 31.5 percent of open spaces, including the proposed 43-acre park. After several discussions and evaluation, staff and the applicant have reached a consensus to re-review the preliminary development plan to re-assess the open space requirements while the 43-acre designated park area is still undergoing remediation, and to designate new areas in the PUD for open space outside the park area in order to meet the required open space.

The Board of County Commissioners shall have the final authority to approve any amendments to the PDP. Both staff and the applicant have reviewed amendments to the PDP and are currently working on final changes prior to scheduling it before Planning Commission and the

Board of County Commissioners. Staff has conveyed to the applicant that amendments to the PDP have to be approved prior to approvals of any remaining filings in the PUD.

The subject request is for a Subdivision Improvement Agreement to allow limited construction of infrastructure to support the development prior to approval of the PDP amendments and filings at the risk of the applicant. Specifically, the purpose of this pre-plat SIA is to allow the applicant to prepare the site to commence development, once the PDP, FDP, and final plat are approved. Approving this SIA does not guarantee approval of the PDP, FDP or any filing within the Midtown development. The applicant assumes all risk for constructing the public improvements prior to approval of the final plat. Exhibit B of the Subdivision Improvements Agreement for Filing No. 6 describes required improvements for development of the Subdivision. The final plat for the Subdivision is currently under review by the Community and Economic Development Department (CEDD) and will be scheduled before the Board of County Commissioners after completion of staff review.

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

As a requirement of the Subdivision Improvements Agreement, the Developer will furnish to the County a performance bond, releasable only by the County, to guarantee compliance with this Agreement. Said collateral will be in the amount of two million, one thousand, six hundred and eighteen dollars and five cents (\$2,001,618.05).

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development and Public Works Departments.

ATTACHED DOCUMENTS:

Resolution approving the Subdivision Improvements Agreement for Midtown at Clear Creek Filing No. 6, with Midtown, LLC.
Subdivision Improvements Agreement

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPROVING SUBDIVISION IMPROVEMENTS AGREEMENT
BETWEEN ADAMS COUNTY AND MIDTOWN LLC FOR MIDTOWN AT CLEAR
CREEK FILING 6

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

WHEREAS, on July 8, 2014, in Case No. PUD2013-00010, Midtown at Clear Creek Second Amendment to the Preliminary Development Plan, the Board of County Commissioners approved a Second Amendment to the approved Preliminary Development Plan; and,

WHEREAS, Condition Precedent No. 18 for Case No. PUD2013-00010 requires that an SIA be submitted with each Final Plat and final PUD application for each phase; and,

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

WHEREAS, Filing No. 6 is currently in the review process for final plat approval; and,

WHEREAS, the attached agreement would allow for the construction of certain improvements to occur prior to final plat approval at the Developer's risk; and

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

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the attached Addendum to Subdivision Improvements Agreement with Midtown LLC for Filing No. 6, Case No. PRC2016-00012.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Subdivision Improvements Agreement between Adams County and Midtown LLC for Midtown at Clear Creek Filing 6, a copy of which is attached hereto and, incorporated herein by this reference, be approved.

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

**SUBDIVISION IMPROVEMENTS AGREEMENT
FOR MIDTOWN AT CLEAR CREEK FILING 6**

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and Midtown LLC, a Colorado limited liability company, having an address of 6465 S. Greenwood Plaza Blvd. #700, Centennial, Colorado 80111, hereinafter called "Developer."

WITNESSETH:

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

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

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

- 1. Acceptance of Risk.** Acceptance of this agreement by the Adams County Board of County Commissioners is to allow for construction of the improvements described and detailed in Exhibit "B" only. Developer acknowledges that execution of this agreement does not include, imply, or guarantee entitlement of the subject parcel, approval of a final plat and/or creation of lots or a subdivision, the issuance of building permits, or the final acceptance of the improvements constructed under this agreement. In the event that the final plat is not approved and/or the improvements or any portion of the improvements described in Exhibit "B" are not accepted, the Developer agrees to rehabilitate the site or areas of the site that are not approved or accepted, including but not limited to removing, at its own expense, the improvements or any portion of the improvements not approved.
- 2. Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "B" attached hereto, and by this reference made a part hereof.
- 3. Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit "B" for approval by the County. All documents are contingent upon and subject to modification based on decisions made by the Adams County Board of County Commissioners and approval of the final plat. Any Adams County Board of County Commissioners' decisions or approvals that cause changes to the construction documents shall be the full responsibility of the Developer to properly address. Upon request, the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs to the County.
- 4. Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit "B".
- 5. Time for Completion.** Improvements shall be completed according to the terms of this agreement within the "construction completion date," which is December 31, 2019. The Director of Community and Economic Development Department may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit "B". Any extension greater than 180 days may be approved only by the Board of County Commissioners. All extensions of time shall be in written form only.

6. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of \$2,001,618.05, including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the agreement to cover inflation. Upon approval of the final plat, completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the Director of Public Works in accordance with section 5-02-05-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners, and until the final plat has been approved and the improvements described as "Phase One" in Exhibit "B" have been preliminarily accepted by the Department of Public Works. No certificates of occupancy shall be issued until the improvements described as "Phase Two" in Exhibit "B" have been preliminarily accepted by the Department of Public Works. No construction permits shall be issued until all collateral required by this agreement is provided and approved by County staff.

7. **Acceptance and Maintenance of Public Improvements.** All improvements designated "public" on Exhibit "B" shall be public facilities and become the property of the County or other public agencies upon approval of the final plat and upon final acceptance of the improvements. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense. In the case of an emergency such written notice may be waived.
8. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit "A" attached hereto.
9. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property as follows:

A. **Improvements.**

Public Improvements:

West 66th Avenue, West 67th Drive, Zuni Street, Fern Drive and County of Adams storm sewer. See Exhibit "B" for description, estimated quantities and estimated construction costs.

Private Improvements:

All other improvements set forth on Exhibit "B" not indicated as "public improvements" above.

The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and not later than the "construction completion date," which is December 31, 2019.

- B. **Public dedication of land for right-of-way purposes or other public purpose.** Upon approval of the final plat for the development, known as Midtown at Clear Creek Filing No. 6, by the Board of County Commissioners, the Developer hereby agrees to convey by final plat or special warranty deed to the County of Adams the following described land for right-of-way or other public purposes:

West 66th Avenue, West 67th Drive, Zuni Street and Fern Drive.

[signature page follows]

Developer:

Midtown LLC, a Colorado limited liability
company

Name: _____

By: _____

Title: _____

STATE OF COLORADO)
) ss.
[CITY AND] COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ as _____ of Midtown LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

APPROVED BY resolution at the meeting of _____, 20__.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk of the Board

Chair

EXHIBIT "A"

Legal Description: MIDTOWN AT CLEAR CREEK FILING NO. 6

A PARCEL OF LAND SITUATED IN THE EAST HALF OF SECTION 5 AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4 ALL IN TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING ALL OF LOT 1, BLOCK 1 AND A PORTION OF ZUNI STREET OF SUNDSTRAND SUBDIVISION AS RECORDED AT RECEPTION NO. A026680 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, TRACT O AND A PORTION OF FERN DRIVE OF THE PLAT OF MIDTOWN AT CLEAR CREEK FILING NO. 4 AS RECORDED UNDER RECEPTION NO. 2014000076746, IN SAID RECORDS, TOGETHER WITH A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN AS MONUMENTED AT THE SOUTH SIXTEENTH CORNER OF SAID SECTIONS 4 AND 5 BY A NO. 6 REBAR WITH A 3-1/4" ALUMINUM CAP STAMPED "PLS 7735" AND AT THE WEST QUARTER CORNER OF SAID SECTION 4 BY A NO. 6 REBAR WITH A 3-1/4" ALUMINUM CAP STAMPED "PLS 7735" IN A MONUMENT BOX, WAS ASSUMED TO BEAR NORTH 00°26'28" EAST, A DISTANCE OF 1334.17 FEET.

BEGINNING AT THE SOUTH SIXTEENTH CORNER OF SAID SECTION 4 AND SECTION 5;

THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5, SOUTH 00°26'28" WEST A DISTANCE OF 112.05 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF C & S RAILROAD, ALSO BEING ON THE SOUTHERLY BOUNDARY OF SAID SUNDSTRAND SUBDIVISION AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 6551.57 FEET THE RADIUS POINT OF SAID CURVE BEARS SOUTH 39°31'32" WEST.

THENCE DEPARTING SAID EAST LINE, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY AND SAID SOUTHERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES:

1. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°05'10" AN ARC LENGTH OF 810.27 FEET;
2. TANGENT TO SAID CURVE NORTH 57°33'37" WEST A DISTANCE OF 404.92 FEET;
3. NORTH 32°26'23" EAST A DISTANCE OF 50.00 FEET;
4. NORTH 57°33'37" WEST A DISTANCE OF 177.22 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID LOT 1;

THENCE ALONG THE WESTERLY, NORTHERLY AND EASTERLY BOUNDARY OF SAID LOT 1 THE FOLLOWING SEVEN (7) COURSES:

1. DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY AND SAID SOUTHERLY BOUNDARY, NORTH 00°34'23" EAST A DISTANCE OF 1349.53 FEET;
2. SOUTH 83°07'30" EAST A DISTANCE OF 234.08 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1063.39 FEET;
3. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°36'46" AN ARC LENGTH OF 215.53 FEET;
4. TANGENT TO SAID CURVE NORTH 85°15'44" EAST A DISTANCE OF 463.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 161.01 FEET;
5. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 95°20'44" AN ARC LENGTH OF 267.94 FEET;
6. TANGENT TO SAID CURVE SOUTH 00°36'28" WEST, A DISTANCE OF 577.29 FEET;

7. SOUTH 00°26'28" WEST, A DISTANCE OF 1119.83 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 77.50 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY OF LOT 1, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 76°56'59", AN ARC LENGTH OF 104.08 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF ZUNI STREET AS DESCRIBED IN BOOK 856 AT PAGE 61, IN SAID RECORDS;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 00°26'28" EAST, A DISTANCE OF 811.38 FEET TO THE SOUTHERLY BOUNDARY OF LOT 1, MIDTOWN AT CLEAR CREEK SCHOOL SITE RECORDED UNDER RECEPTION NO. _____, IN SAID RECORDS;

THENCE ALONG SAID SOUTHERLY BOUNDARY, SOUTH 89°43'26" EAST, A DISTANCE OF 404.02 FEET TO THE WESTERLY RIGHT-OF-WAY OF FERN DRIVE AS SHOWN ON SAID PLAT OF MIDTOWN AT CLEAR CREEK FILING NO. 4;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. SOUTH 00°16'34" WEST, A DISTANCE OF 744.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 21.50 FEET;
2. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 33.77 FEET;
3. NON-TANGENT TO SAID CURVE, SOUTH 00°16'34" WEST, A DISTANCE OF 49.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 74.50 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 00°16'34" EAST;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°02'33", AN ARC LENGTH OF 27.36 FEET TO THE NORTHERLY EXTENSION OF THE EASTERLY BOUNDARY OF SAID TRACT O;

THENCE NON-TANGENT TO SAID CURVE, ALONG SAID NORTHERLY EXTENSION AND THE EASTERLY BOUNDARY OF SAID TRACT O, SOUTH 00°16'34" WEST, A DISTANCE OF 137.45 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE ALONG SAID SOUTH LINE, NORTH 89°55'26" WEST A DISTANCE OF 432.01 FEET TO THE **POINT OF BEGINNING.**

EXHIBIT "B"

Midtown Filing 6 (W 66th Avenue)

Phase One Improvements
Opinion of Probable Cost Estimate
 Date: 10/06/2017
 JN: 10015.14

		QUANTITY	UNIT	UNIT PRICE	TOTAL COST	
Grading						
	Import Fill	7,904	CY	\$6.00	\$47,424.60	
	Strip and Respread (Topsoil)	425	CY	\$4.53	\$1,925.25	
Grading Subtotal					\$49,349.85	
Storm Sewer						
		CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
	18" RCP (0-8' depth)		35	LF	\$74.58	\$2,610.30
	48" RCP (0-8' depth)	603-01480	440	LF	\$259.50	\$114,180.00
	100" x 86" CDOT Box Base Manhole	604-31010	1	EA	\$17,000.00	\$17,000.00
	86" x 86" CDOT Box Base Manhole		1	EA	\$12,500.00	\$12,500.00
	6' Dia. Manhole	604-30015	1	EA	\$8,218.80	\$8,218.80
	5' Type 'R' Inlet	604-19105	2	EA	\$5,500.00	\$11,000.00
	Connect to Existing		1	EA	\$3,000.00	\$3,000.00
Storm Sewer Subtotal					\$168,509.10	
Street Improvements						
Concrete						
	Alley Curb Cut / Approach		1	EA	\$2,000.00	\$2,000.00
	6" Vertical Curb and Gutter (2' Pan)	609-21020	835	LF	\$24.18	\$20,190.30
Paving						
	Subgrade Prep	306-01000	1,300	SY	\$2.11	\$2,743.00
	Aggregate Basecourse (5" Class 6 Road Base)		1,300	SY	\$8.00	\$10,400.00
	Asphalt (Full depth - 6" section)	202-00037	1,135	SY	\$21.00	\$23,835.00
	Adjust Manhole to Grade	210-04010	6	EA	\$825.65	\$4,953.90
	Adjust Valves to Grade	210-04050	3	EA	\$416.37	\$1,249.11
	Sweep Streets	637-00100	1,135	SY	\$0.60	\$681.00
Signage and Striping						
	Street Signs		3	EA	\$1,500.00	\$4,500.00
Dry Utilities						
	Street Light (Local)		2	EA	\$6,400.00	\$12,800.00
Street Subtotal					\$83,352.31	
Demolition						
		CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
	Remove Riprap	202-00027	296	CY	\$15.58	\$4,611.68
	Remove Cut Off Wall		1	LS	\$3,000.00	\$3,000.00
	Remove 18" RCP	202-00035	93	LF	\$27.09	\$2,519.37
	Remove 48" RCP	202-00035	108	LF	\$45.00	\$4,860.00
	Remove 18" FES	202-00037	1	EA	\$384.48	\$384.48
	Remove 48" FES	202-00037	1	EA	\$500.00	\$500.00
	Remove 6' Dia. Manhole	202-00021	1	EA	\$756.78	\$756.78
	Remove Type C Inlet	202-00019	1	EA	\$1,148.36	\$1,148.36
	Remove and Replace Curb and Gutter	202-00203	140	LF	\$30.97	\$4,335.80
	Remove and Replace Asphalt (6" Section)	202-00220	331	SY	\$42.00	\$13,902.00
	Remove and Replace Concrete Walk (6" Thick)	202-00200	79	SY	\$58.50	\$4,621.50
Demolition Subtotal					\$40,639.97	
W. 66th Ave. - Phase One Improvements Total					\$341,851.23	

Midtown Filing 6 (W 67th Drive)

Phase One Improvements

Opinion of Probable Cost Estimate

Date: 10/06/2017

JN: 10015.14

Grading		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Cut to Fill		28	CY	\$2.35	\$65.80
Strip and Respread (Topsoil)		468	CY	\$4.53	\$2,120.04
Grading Subtotal					\$2,185.84
Street Improvements		CDOT QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
6" Vertical Curb and Gutter (2' Pan)	609-21020	825	LF	\$24.18	\$19,948.50
8' Concrete Crossspan (Pavement)		64	SY	\$80.00	\$5,120.00
Curb Return w/ Handicap Ramp (15' Radius:608-00010)		4	EA	\$1,750.00	\$7,000.00
Paving					
Subgrade Prep	306-01000	1,700	SY	\$2.11	\$3,587.00
Aggregate Basecourse (5" Class 6 Road Base)		1,700	SY	\$8.00	\$13,600.00
Asphalt (Full depth - 6" section)	202-00037	1,512	SY	\$21.00	\$31,752.00
Adjust Valves to Grade	210-04050	2	EA	\$416.37	\$832.74
Sweep Streets	637-00100	1,512	SY	\$0.60	\$907.20
Signage and Striping					
Street Signs		3	EA	\$1,500.00	\$4,500.00
Dry Utilities					
Street Light (Local)		1	EA	\$6,400.00	\$6,400.00
Street Subtotal					\$93,647.44
W. 67th Dr. - Phase One Improvements Total					\$95,833.28

Midtown Filing 6 (Zuni Street)

Phase One Improvements

Opinion of Probable Cost Estimate

Date: 10/06/2017

JN: 10015.14

Grading		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Cut to Fill		1,048	CY	\$2.35	\$2,463.27
Import Fill		4,189	CY	\$6.00	\$25,131.00
Strip and Respread (Topsoil)		815	CY	\$4.53	\$3,691.95
Grading Subtotal					\$31,286.22

Storm Sewer		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
18" RCP (0-8' depth)	603-01180	197	LF	\$74.58	\$14,692.26
48" RCP (0-8' depth)	603-01480	180	LF	\$259.50	\$46,710.00
4' Dia. Manhole	604-30005	1	EA	\$3,714.85	\$3,714.85
100" x 86" CDOT Box Base Manhole	604-31010	3	EA	\$17,000.00	\$51,000.00
5' Type 'R' Inlet	604-19105	3	EA	\$5,500.00	\$16,500.00
10' Type 'R' Inlet	604-19110	1	EA	\$6,669.23	\$6,669.23
Connect to Existing		1	EA	\$3,000.00	\$3,000.00
Storm Sewer Subtotal					\$142,286.34

Street Improvements	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
Alley Curb Cut / Approach	0	3	EA	\$2,000.00	\$6,000.00
6" Vertical Curb and Gutter (2' Pan)	609-21020	1,615	LF	\$24.18	\$39,050.70
Mid-Block Ramp	608-00010	2	EA	\$3,500.00	\$7,000.00
Paving					
Subgrade Prep	306-01000	3,230	SY	\$2.11	\$6,815.30
Aggregate Basecourse (5" Class 6 Road Base)		3,230	SY	\$8.00	\$25,840.00
Asphalt (Full depth - 6" section)	202-00037	2,871	SY	\$21.00	\$60,291.00
Adjust Manhole to Grade	210-04010	6	EA	\$825.65	\$4,953.90
Adjust Valves to Grade	210-04050	1	EA	\$416.37	\$416.37
Sweep Streets	637-00100	2,871	SY	\$0.60	\$1,722.60
Signage and Striping					
Street Signs	0	4	EA	\$1,500.00	\$6,000.00
Bollards	622-00270	6	EA	\$580.00	\$3,480.00
Traffic Delineator (OM2-1V)	0	2	EA	\$250.00	\$500.00
Dry Utilities					
Street Light (Local)	0	1	EA	\$6,400.00	\$6,400.00
Street Subtotal					\$168,469.87

Demolition	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Remove 60" RCP	202-00035	455	LF	\$55.00	\$25,025.00
Demolition Subtotal					\$25,025.00

Zuni Street - Phase One Improvements Total \$367,067.43

Midtown Filing 6 (Fern Drive)

Phase One Improvements

Opinion of Probable Cost Estimate

Date: 10/06/2017

JN: 10015.14

Street Improvements	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
Alley Curb Cut / Approach	0	2	EA	\$2,000.00	\$4,000.00
Street Subtotal					\$4,000.00
Demolition	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Remove and Replace Curb and Gutter	202-00203	60	LF	\$30.97	\$1,858.20
Remove and Replace Asphalt (6" Section)	202-00220	75	SY	\$42.00	\$3,150.00
Remove and Replace Concrete Walk (6" Thick)	202-00200	35	SY	\$58.50	\$2,047.50
Demolition Subtotal					\$7,055.70
Fern Drive - Phase One Improvements Total					\$11,055.70

Midtown Filing 6 (Pond A)

Phase One Improvements

Opinion of Probable Cost Estimate

Date: 10/06/2017

JN: 10015.14

Grading		QUANTITY	UNIT	PRICE	COST	
Cut to Fill for Pond		11,970	CY	\$2.35	\$28,129.50	
Grading Subtotal					\$28,129.50	
Storm Sewer		QUANTITY	UNIT	UNIT PRICE	TOTAL COST	
36" RCP (0-8' depth)		603-01360	774	LF	\$171.99	\$133,120.26
34" x 60" Elliptical RCP (0-8' depth)		603-01600	162	LF	\$286.67	\$46,440.54
66" RCP (0-8' depth)		603-01660	163	LF	\$337.05	\$54,939.15
123" x 123" CDOT Box Base Manhole		604-31000	1	EA	\$19,000.00	\$19,000.00
Triple Type 'C' Inlet (Outlet Structure)		604-00315	1	EA	\$85,000.00	\$85,000.00
Concrete Micropool			1	EA	\$35,000.00	\$35,000.00
Forebay Structure			2	EA	\$25,000.00	\$50,000.00
Type 'M' Rip Rap		506-00212	472	CY	\$117.80	\$55,601.60
Gravel Acces Road (6" Thickness) for Pond			410	SY	\$16.00	\$6,560.00
Gravel Acces Road (9" Thickness) for Pond			953	SY	\$24.00	\$22,864.00
Concrete Trail/Access (Around Pond)			850	SY	\$45.00	\$38,250.00
Concrete Headwall			1	EA	\$15,000.00	\$15,000.00
Storm Sewer Subtotal					\$561,775.55	
Pond A - Phase 1 Improvements Total					\$589,905.05	

Midtown Filing 6 (Summary)

Phase One Improvements

Opinion of Probable Cost Estimate

Date: 10/06/2017

JN: 10015.14

Grading	CDOT	QUANTITY	UNIT	PRICE	COST
Cut to Fill		1,076	CY	\$2.35	\$2,529.07
Import Fill		12,093	CY	\$6.00	\$72,555.60
Strip and Respread (Topsoil)		1,708	CY	\$4.53	\$7,737.24
Cut to Fill to Pond		11,970	CY	\$2.35	\$28,129.50
Grading Subtotal					\$110,951.41

Storm Sewer		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
18" RCP (0-8' depth)		232	LF	\$74.58	\$17,302.56
36" RCP (0-8' depth)		774	LF	\$171.99	\$133,120.26
48" RCP (0-8' depth)	603-01480	620	LF	\$259.50	\$160,890.00
66" RCP (0-8' depth)		163	LF	\$337.05	\$54,939.15
34" x 60" Elliptical RCP (0-8' depth)	603-01600	162	LF	\$286.67	\$46,440.54
4' Dia. Manhole	604-30005	1	EA	\$3,714.85	\$3,714.85
86" x 86" CDOT Box Base Manhole		1	EA	\$12,500.00	\$12,500.00
100" x 86" CDOT Box Base Manhole		4	EA	\$17,000.00	\$68,000.00
123" x 123" CDOT Box Base Manhole	604-31000	1	EA	\$19,000.00	\$19,000.00
6' Dia. Manhole	604-30015	1	EA	\$8,218.80	\$8,218.80
5' Type 'R' Inlet	604-19105	5	EA	\$5,500.00	\$27,500.00
10' Type 'R' Inlet	604-19110	1	EA	\$6,669.23	\$6,669.23
Connect to Existing		2	EA	\$3,000.00	\$6,000.00
Triple Type 'C' Inlet		1	EA	\$85,000.00	\$85,000.00
Concrete Micropool		1	EA	\$35,000.00	\$35,000.00
Forebay Structure		2	EA	\$25,000.00	\$50,000.00
Type 'M' Rip Rap	506-00212	472	CY	\$117.80	\$55,601.60
Gravel Access Road (6" Thickness) for Pond		410	SY	\$16.00	\$6,560.00
Gravel Access Road (9" Thickness) for Pond		953	SY	\$24.00	\$22,864.00
Concrete Trail/Access (Around Pond)		850	SY	\$45.00	\$38,250.00
Concrete Headwall		1	EA	\$15,000.00	\$15,000.00
Storm Sewer Subtotal					\$872,570.99

Street Improvements		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
Alley Curb Cut / Approach		6	EA	\$2,000.00	\$12,000.00
6" Vertical Curb and Gutter (2' Pan)	609-21020	3,275	LF	\$24.18	\$79,189.50
8' Concrete Crossspan (Pavement)	412-00800	64	SY	\$80.00	\$5,120.00
Mid-Block Ramp	608-00010	2	EA	\$3,500.00	\$7,000.00
Curb Return w/ Handicap Ramp (15' Radius)	608-00010	4	EA	\$1,750.00	\$7,000.00
Paving					
Subgrade Prep	306-01000	6,230	SY	\$2.11	\$13,145.30
Aggregate Basecourse (5" Class 6 Road Base)		6,230	SY	\$8.00	\$49,840.00
Asphalt (Full depth - 6" section)	202-00037	5,518	SY	\$21.00	\$115,878.00
Adjust Manhole to Grade	210-04010	12	EA	\$825.65	\$9,907.80
Adjust Valves to Grade	210-04050	6	EA	\$416.37	\$2,498.22
Sweep Streets	637-00100	5,518	SY	\$0.60	\$3,310.80
Signage and Striping					
Street Signs		10	EA	\$1,500.00	\$15,000.00
Bollards	622-00270	6	EA	\$580.00	\$3,480.00
Traffic Delineator (OM2-1V)		2	EA	\$250.00	\$500.00
Dry Utilities					
Street Light (Local)		4	EA	\$6,400.00	\$25,600.00
Street Subtotal					\$349,469.62

Midtown Filing 6 (Summary)

Phase One Improvements

Opinion of Probable Cost Estimate

Date: 10/06/2017

JN: 10015.14

Demolition	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Remove Riprap	202-00027	296	CY	\$15.58	\$4,611.68
Remove Cut Off Wall	202-00150	1	LS	\$3,000.00	\$3,000.00
Remove 18" RCP	202-00035	93	LF	\$27.09	\$2,519.37
Remove 48" RCP	202-00035	108	LF	\$45.00	\$4,860.00
Remove 60" RCP	202-00035	455	LF	\$55.00	\$25,025.00
Remove 18" FES	202-00037	1	EA	\$384.48	\$384.48
Remove 48" FES	202-00037	1	EA	\$500.00	\$500.00
Remove 6' Dia. Manhole	202-00021	1	EA	\$756.78	\$756.78
Remove Type C Inlet	202-00019	1	EA	\$1,148.36	\$1,148.36
Remove and Replace Curb and Gutter	202-00203	200	LF	\$30.97	\$6,194.00
Remove and Replace Asphalt (6" Section)	202-00220	406	SY	\$42.00	\$17,052.00
Remove and Replace Concrete Walk (6" Thick)	202-00200	114	SY	\$58.50	\$6,669.00

Demolition Subtotal \$72,720.67

Summary - Phase One Improvements Subtotal	\$1,405,712.69
Additional 20% Administration	\$281,142.54
5% Inflation per Year	\$84,342.76
5% Inflation per Year Two	\$88,559.90
Phase One Improvements Total	\$1,859,757.89

Midtown Filing 6 (W 66th Avenue)

Phase Two Improvements
Opinion of Probable Cost Estimate
 Date: 10/06/2017
 JN: 10015.14

Street Improvements		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
Subgrade Prep - Concrete Walk	306-01000	416	SY	\$2.11	\$877.76
5' Concrete Walk (6" Thick)	608-00006	3,745	SF	\$5.20	\$19,474.00
				Street Subtotal	\$20,351.76
W. 66th Ave. - Phase Two Improvements Total					\$20,351.76

Midtown Filing 6 (W. 67th Drive)

**Phase Two Improvements
 Opinion of Probable Cost Estimate**

Date: 10/06/2017
 JN: 10015.14

Street Improvements	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
Subgrade Prep - Concrete Walk	306-01000	472	SY	\$2.11	\$995.92
5' Concrete Walk (6" Thick)	608-00006	4,250	SF	\$5.20	\$22,100.00
				Street Subtotal	\$23,095.92
W 67th Dr. - Phase Two Improvements Total					\$23,095.92

Midtown Filing 6 (Zuni Street)

Phase Two Improvements
Opinion of Probable Cost Estimate
 Date: 10/06/2017
 JN: 10015.14

Street Improvements	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
Subgrade Prep - Concrete Walk	306-01000	862	SY	\$2.11	\$1,818.82
5' Concrete Walk (6" Thick)	608-00006	7,760	SF	\$5.20	\$40,352.00
Concrete Walk (Decorative Colored at Intersection)	202-00037	72	SY	\$68.00	\$4,896.00
				Street Subtotal	\$47,066.82
				Zuni St. - Phase Two Improvements Total	\$47,066.82

Midtown Filing 6 (Fern Drive)

Phase Two Improvements

Opinion of Probable Cost Estimate

Date: 10/06/2017

JN: 10015.14

Street Improvements	CDOT	QUANTIT'	UNIT	UNIT PRICE	TOTAL COST
Concrete					
Subgrade Prep - Concrete Walk	305-01000	342	SY	\$2.11	\$721.62
5' Concrete Walk (6" Thick)	603-00006	3,075	SF	\$5.20	\$15,990.00
				Street Subtotal	\$16,711.62
				Fern Dr. - Phase Two Improvements Total	\$16,711.62

Midtown Filing 6 (Summary)

Phase Two Improvements
Opinion of Probable Cost Estimate
 Date: 10/06/2017
 JN: 10015.14

Street Improvements	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
Subgrade Prep - Concrete Walk	306-01000	2,092	SY	\$2.11	\$4,414.12
5' Concrete Walk (6" Thick)	608-00006	18,830	SF	\$5.20	\$97,916.00
Concrete Walk (Decorative Colored at Intersection)	202-00037	72	SY	\$68.00	\$4,896.00
				Street Subtotal	\$107,226.12
				Summary - Phase Two Improvements Subtotal	\$107,226.12
				Additional 20% Administration	\$21,445.22
				5% Inflation per Year	\$6,433.57
				5% Inflation per Year Two	\$6,755.25
				Phase Two Improvements Total	\$141,860.16

Midtown Filing 6 (Summary)

Phase One & Two Improvements

Opinion of Probable Cost Estimate

Date: 10/06/2017

JN: 10015.14

Grading	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Cut to Fill		1,076	CY	\$2.35	\$2,529.07
Import Fill		12,093	CY	\$6.00	\$72,555.60
Strip and Respread (Topsoil)		1,708	CY	\$4.53	\$7,737.24
Cut to Fill for Pond		11,970	CY	\$2.35	\$28,129.50
Grading Subtotal					\$110,951.41

Storm Sewer	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
18" RCP (0-8' depth)		232	LF	\$74.58	\$17,302.56
36" RCP (0-8' depth)		774	LF	\$171.99	\$133,120.26
48" RCP (0-8' depth)	603-01480	620	LF	\$259.50	\$160,890.00
86" RCP (0-8' depth)		163	LF	\$337.05	\$54,939.15
34" x 60" Elliptical RCP (0-8' depth)	603-01600	162	LF	\$286.67	\$46,440.54
4' Dia. Manhole	604-30005	1	EA	\$3,714.85	\$3,714.85
86" x 86" CDOT Box Base Manhole		1	EA	\$12,500.00	\$12,500.00
100" x 86" CDOT Box Base Manhole		4	EA	\$17,000.00	\$68,000.00
123" x 123" CDOT Box Base Manhole	604-31000	1	EA	\$19,000.00	\$19,000.00
6' Dia. Manhole	604-30015	1	EA	\$8,218.80	\$8,218.80
5' Type 'R' Inlet	604-19105	5	EA	\$5,500.00	\$27,500.00
10' Type 'R' Inlet	604-19110	1	EA	\$6,669.23	\$6,669.23
Connect to Existing		2	EA	\$3,000.00	\$6,000.00
Triple Type 'C' Inlet		1	EA	\$85,000.00	\$85,000.00
Concrete Micropool		1	EA	\$35,000.00	\$35,000.00
Forebay Structure		2	EA	\$25,000.00	\$50,000.00
Type 'M' Rip Rap	506-00212	472	CY	\$117.80	\$55,601.60
Gravel Access Road (6" Thickness) fo Pond		410	SY	\$16.00	\$6,560.00
Gravel Access Road (9" Thickness) for Pond		953	SY	\$24.00	\$22,864.00
Concrete Trail/Access (Around Pond)		850	SY	\$45.00	\$38,250.00
Concrete Headwall		1	EA	\$15,000.00	\$15,000.00
Storm Sewer Subtotal					\$872,570.99

Street Improvements	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
Alley Curb Cut / Approach		6	EA	\$2,000.00	\$12,000.00
6" Vertical Curb and Gutter (2' Pan)	609-21020	3,275	LF	\$24.18	\$79,189.50
8' Concrete Crosspan (Pavement)	412-00800	64	SY	\$80.00	\$5,120.00
Subgrade Prep - Concrete Walk	306-01000	2,092	SY	\$2.11	\$4,414.12
5' Concrete Walk (6" Thick)	608-00006	18,830	SF	\$5.20	\$97,916.00
Concrete Walk (Decorative Colored at Intersection)	202-00037	72	SY	\$68.00	\$4,896.00
Mid-Block Ramp	608-00010	2	EA	\$3,500.00	\$7,000.00
Curb Return w/ Handicap Ramp (15' Radius)	608-00010	4	EA	\$1,750.00	\$7,000.00
Paving					
Subgrade Prep	306-01000	6,230	SY	\$2.11	\$13,145.30
Aggregate Basecourse (5" Class 6 Road Base)		6,230	SY	\$8.00	\$49,840.00
Asphalt (Full depth - 6" section)	202-00037	5,518	SY	\$21.00	\$115,878.00
Adjust Manhole to Grade	210-04010	12	EA	\$825.65	\$9,907.80
Adjust Valves to Grade	210-04050	6	EA	\$416.37	\$2,498.22
Sweep Streets	637-00100	5,518	SY	\$0.60	\$3,310.80
Signage and Striping					
Street Signs		10	EA	\$1,500.00	\$15,000.00
Bollards	622-00270	6	EA	\$580.00	\$3,480.00
Traffic Delineator (OM2-1V)		2	EA	\$250.00	\$500.00
Dry Utilities					
Street Light (Local)		4	EA	\$6,400.00	\$25,600.00
Street Subtotal					\$456,695.74

Midtown Filing 6 (Summary)

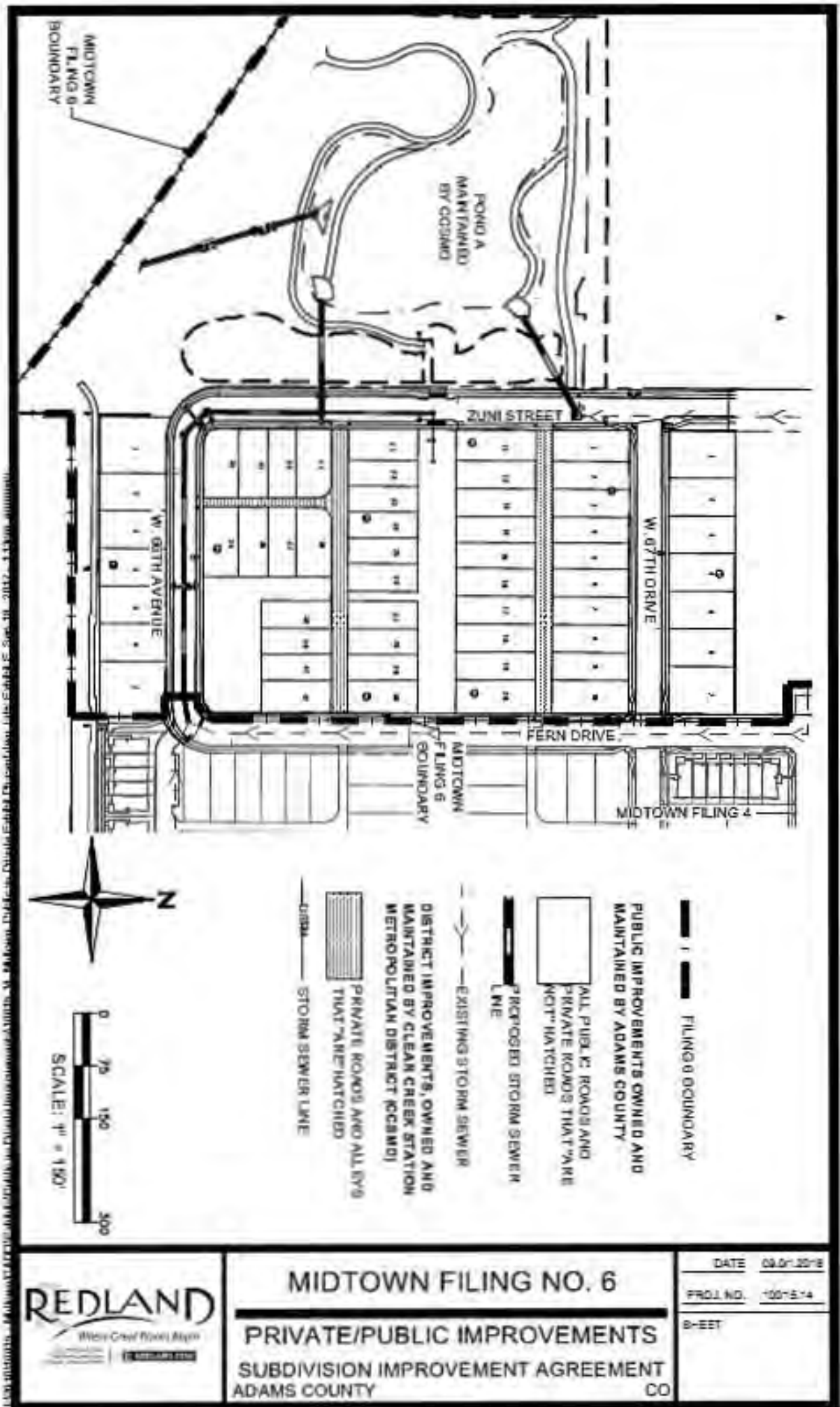
Phase One & Two Improvements

Opinion of Probable Cost Estimate

Date: 10/06/2017

JN: 10015.14

Demolition	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Remove Riprap	202-00027	296	CY	\$15.58	\$4,611.68
Remove Cut Off Wall	202-00150	1	LS	\$3,000.00	\$3,000.00
Remove 18" RCP	202-00035	93	LF	\$27.09	\$2,519.37
Remove 48" RCP	202-00035	108	LF	\$45.00	\$4,860.00
Remove 60" RCP	202-00035	455	LF	\$55.00	\$25,025.00
Remove 18" FES	202-00037	1	EA	\$384.48	\$384.48
Remove 48" FES	202-00037	1	EA	\$500.00	\$500.00
Remove 6' Dia. Manhole	202-00021	1	EA	\$756.78	\$756.78
Remove Type C Inlet	202-00019	1	EA	\$1,148.36	\$1,148.36
Remove and Replace Curb and Gutter	202-00203	200	LF	\$30.97	\$6,194.00
Remove and Replace Asphalt (6" Section)	202-00220	406	SY	\$42.00	\$17,052.00
Remove and Replace Concrete Walk (6" Thick)	202-00200	114	SY	\$58.50	\$6,669.00
					Demolition Subtotal
					\$72,720.67
					Summary - Subtotal
					\$1,512,938.81
					Additional 20% Administration
					\$302,587.76
					5% Inflation per Year
					\$90,776.33
					5% Inflation per Year Two
					\$95,315.15
					Total
					\$2,001,618.05



MIDTOWN FILING NO. 6
PRIVATE/PUBLIC IMPROVEMENTS
SUBDIVISION IMPROVEMENT AGREEMENT
 ADAMS COUNTY CO

DATE 09.01.2018
 PROJ. NO. 1001514
 SHEET



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 24, 2017
SUBJECT: Subdivision Improvements Agreement Midtown, LLC
FROM: Kristin Sullivan, Director, Community and Economic Development Department
AGENCY/DEPARTMENT: Community and Economic Development and Public Works Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the Subdivision Improvement Agreement with Midtown, LLC for the development of Midtown at Clear Creek Filing No. 9.

BACKGROUND:

The applicant, Midtown, LLC, has been unable to obtain development approvals for the remaining filings in the Midtown Planned Unit Development (PUD). This is due to on-going remediation activities on the proposed 43-acre park within the PUD. For the past one year, staff and the applicant have been discussing ways to provide required amenities to support the Midtown development, while the park property is still undergoing remediation activities. Currently, there is no set date to complete remediation activities on the park property. Within the past weeks, staff and the applicant reviewed the County's standard requirements for open space for Planned Unit Developments and the standard created for the Midtown PUD. Per Section 3-30-03-05-06 of the County's Development Standards and Regulations, a minimum of 30 percent of open space is required for Planned Unit Developments. The Midtown PUD has an overall 31.5 percent of open spaces, including the proposed 43-acre park. After several discussions and evaluation, staff and the applicant have reached a consensus to re-review the preliminary development plan to re-assess the open space requirements while the 43-acre designated park area is still undergoing remediation, and to designate new areas in the PUD for open space outside the park area in order to meet the required open space.

The Board of County Commissioners shall have the final authority to approve any amendments to the PDP. Both staff and the applicant have reviewed amendments to the PDP and are currently working on final changes prior to scheduling it before Planning Commission and the

Board of County Commissioners. Staff has conveyed to the applicant that amendments to the PDP have to be approved prior to approvals of any remaining filings in the PUD.

The subject request is for a Subdivision Improvement Agreement to allow limited construction of infrastructure to support the development prior to approval of the PDP amendments and filings at the risk of the applicant. Specifically, the purpose for pre-plat SIA is to allow the applicant to prepare the site to commence development, once the PDP, FDP, and final plat is approved. Approving this SIA does not guarantee approval of the PDP, FDP or any filing within the Midtown development. The applicant assumes all risk for constructing the public improvements prior to approval of the final plat. Exhibit B of the Subdivision Improvements Agreement for Filing No. 9 describes required improvements for development of the Subdivision. The final plat for the Subdivision is currently under review by the Community and Economic Development Department (CEDD) and will be scheduled before the Board of County Commissioners after completion of staff review.

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

As a requirement of the Subdivision Improvements Agreement, the Developer will furnish to the County a performance bond, releasable only by the County, to guarantee compliance with this Agreement. Said collateral will be in the amount of ninety eight thousand, fifty four dollars and sixty three cents (\$96,054.63).

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development and Public Works Departments.

ATTACHED DOCUMENTS:

Resolution approving the Subdivision Improvements Agreement for Midtown at Clear Creek Filing No. 9, with Midtown, LLC.
Subdivision Improvements Agreement

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPROVING SUBDIVISION IMPROVEMENTS AGREEMENT
BETWEEN ADAMS COUNTY AND MIDTOWN LLC FOR MIDTOWN AT CLEAR
CREEK FILING 9

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

WHEREAS, on July 8, 2014, in Case No. PUD2013-00010, Midtown at Clear Creek Second Amendment to the Preliminary Development Plan, the Board of County Commissioners approved a Second Amendment to the approved Preliminary Development Plan; and,

WHEREAS, Condition Precedent No. 18 for Case No. PUD2013-00010 requires that an SIA be submitted with each Final Plat and final PUD application for each phase; and,

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

WHEREAS, Filing No. 9 is currently in the review process for final plat approval; and,

WHEREAS, the attached agreement would allow for the construction of certain improvements to occur prior to final plat approval at the Developer's risk; and

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

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the attached Addendum to Subdivision Improvements Agreement with Midtown LLC for Filing No. 9, Case No. PRC2016-00018.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Subdivision Improvements Agreement between Adams County and Midtown LLC for Midtown at Clear Creek Filing 9, a copy of which is attached hereto and, incorporated herein by this reference, be approved.

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

**SUBDIVISION IMPROVEMENTS AGREEMENT
FOR MIDTOWN AT CLEAR CREEK FILING 9**

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and Midtown LLC, a Colorado limited liability company, having an address of 6465 S. Greenwood Plaza Blvd. #700, Centennial, Colorado 80111, hereinafter called "Developer."

WITNESSETH:

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

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

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

- 1. Acceptance of Risk.** Acceptance of this agreement by the Adams County Board of County Commissioners is to allow for construction of the improvements described and detailed in Exhibit "B" only. Developer acknowledges that execution of this agreement does not include, imply, or guarantee entitlement of the subject parcel, approval of a final plat and/or creation of lots or a subdivision, the issuance of building permits, or the final acceptance of the improvements constructed under this agreement. In the event that the final plat is not approved and/or the improvements or any portion of the improvements described in Exhibit "B" are not accepted, the Developer agrees to rehabilitate the site or areas of the site that are not approved or accepted, including but not limited to removing, at its own expense, the improvements or any portion of the improvements not approved.
- 2. Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "B" attached hereto, and by this reference made a part hereof.
- 3. Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit "B" for approval by the County. All documents are contingent upon and subject to modification based on decisions made by the Adams County Board of County Commissioners and approval of the final plat. Any Adams County Board of County Commissioners' decisions or approvals that cause changes to the construction documents shall be the full responsibility of the Developer to properly address. Upon request, the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs to the County.
- 4. Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit "B".
- 5. Time for Completion.** Improvements shall be completed according to the terms of this agreement within "construction completion date," which is December 31, 2019. The Director of Community and Economic Development Department may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit "B". Any extension greater than 180 days may be approved only by the Board of County Commissioners. All extensions of time shall be in written form only.

6. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of \$96,054.63, including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the agreement to cover inflation. Upon approval of the final plat, completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the Director of Public Works in accordance with section 5-02-05-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners, and until the final plat has been approved and the improvements described as "Phase One" in Exhibit "B" have been preliminarily accepted by the Department of Public Works. No certificates of occupancy shall be issued until the improvements described as "Phase Two" in Exhibit "B" have been preliminarily accepted by the Department of Public Works. No construction permits shall be issued until all collateral required by this agreement is provided and approved by County staff.

7. **Acceptance and Maintenance of Public Improvements.** All improvements designated "public" on Exhibit "B" shall be public facilities and become the property of the County or other public agencies upon approval of the final plat and upon final acceptance of the improvements. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense. In the case of an emergency such written notice may be waived.
8. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit "A" attached hereto.
9. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property as follows:

A. **Improvements.**

Public Improvements:

Raritan Drive and County of Adams storm sewer. See Exhibit "B" for description, estimated quantities and estimated construction costs.

Private Improvements:

All other improvements set forth on Exhibit "B" not indicated as "public improvements" above.

The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and not later than the "construction completion date," which is December 31, 2019.

- B. **Public dedication of land for right-of-way purposes or other public purpose.** Upon approval of the final plat for the development, known as Midtown at Clear Creek Filing No. 9, by the Board of County Commissioners, the Developer hereby agrees to convey by final plat or special warranty deed to the County of Adams the following described land for right-of-way or other public purposes:

Raritan Drive.

[signature page follows]

Developer:

Midtown LLC, a Colorado limited liability
company

Name: _____

By: _____

Title: _____

STATE OF COLORADO)
) ss.
[CITY AND] COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ as _____ of Midtown LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

APPROVED BY resolution at the meeting of _____, 20__.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk of the Board

Chair

EXHIBIT "A"

Legal Description: MIDTOWN AT CLEAR CREEK FILING NO. 9

LOT 1, BLOCK 10, MIDTOWN AT CLEAR CREEK - FILING NO. 1, IN THE COUNTY OF ADAMS, STATE OF COLORADO, PER FINAL PLAT RECORDED AT RECEPTION NO. 2012000060632 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID COUNTY, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE.

EXHIBIT "B"

Midtown Filing 9 (Raritan Drive)

Phase One Improvements

Opinion of Probable Cost Estimate

Date: 10/06/2017

JN: 10015.16

Storm Sewer		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
24" RCP (0-8' depth)		25	LF	\$106.63	\$2,665.75
6' Dia. Manhole		1	EA	\$8,218.80	\$8,218.80
Connect to Existing		1	EA	\$3,000.00	\$3,000.00
Storm Sewer Subtotal					\$13,884.55
Street Improvements		CDOT QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
8' Concrete Crossspan (Pavement)	412-00800	57	SY	\$80.00	\$4,551.11
Directional Handicap Ramp	608-00010	4	EA	\$1,750.00	\$7,000.00
Mid-Block Ramp	608-00010	1	EA	\$3,500.00	\$3,500.00
Paving					
Adjust Manhole to Grade	210-04010	3	EA	\$825.65	\$2,476.95
Adjust Valves to Grade	210-04050	6	EA	\$416.37	\$2,498.22
Street Subtotal					\$20,026.28
Demolition		CDOT QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Remove 42" RCP	202-00035	10	LF	\$42.00	\$420.00
Asphalt Milling / Resurfacing	202-00250	755	SY	\$7.50	\$5,662.50
Remove Curb and Gutter	202-00037	112	LF	\$12.00	\$1,344.00
Remove and Replace Curb and Gutter	202-00203	200	LF	\$30.97	\$6,194.00
Remove and Replace Asphalt (6" Section)	202-00220	108	SY	\$42.00	\$4,554.67
Remove and Replace Concrete Walk (6" T)	202-00200	235	SY	\$58.50	\$13,747.50
Demolition Subtotal					\$31,922.67
Raritan Dr. - Phase One Improvements Total					\$65,833.50

Midtown Filing 9 (Summary)

Phase One Improvements

Opinion of Probable Cost Estimate

Date: 10/06/2017

JN: 10015.16

		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Storm Sewer					
24" RCP (0-8' depth)	603-01240	25	LF	\$106.63	\$2,665.75
6' Dia. Manhole	604-30015	1	EA	\$8,218.80	\$8,218.80
Connect to Existing	0	1	EA	\$3,000.00	\$3,000.00
				Storm Sewer Subtotal	\$13,884.55

		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Street Improvements					
Concrete					
8' Concrete Crossspan (Pavement)	412-00800	57	SY	\$80.00	\$4,551.11
Mid-Block Ramp	608-00010	1	EA	\$3,500.00	\$3,500.00
Directional Handicap Ramp	608-00010	4	EA	\$1,750.00	\$7,000.00
Paving					
Adjust Manhole to Grade	210-04010	3	EA	\$825.65	\$2,476.95
Adjust Valves to Grade	210-04050	6	EA	\$416.37	\$2,498.22
				Street Subtotal	\$20,026.28

	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Demolition					
Remove 42" RCP	202-00035	10	LF	\$42.00	\$420.00
Asphalt Milling / Resurfacing	202-00250	755	SY	\$7.50	\$5,662.50
Remove Curb and Gutter	202-00037	112	LF	\$12.00	\$1,344.00
Remove and Replace Curb and Gutter	202-00203	200	LF	\$30.97	\$6,194.00
Remove and Replace Asphalt (8" Section)	202-00220	108	SY	\$42.00	\$4,554.67
Remove and Replace Concrete Walk (6" Thick)	202-00200	235	SY	\$58.50	\$13,747.50
				Demolition Subtotal	\$31,922.67

Summary - Phase One Improvements Subtotal	\$65,833.50
Additional 20% Administration	\$13,166.70
5% Inflation per Year	\$3,950.01
5% Inflation per Year Two	\$4,147.51
Phase One Improvements Total	\$87,097.72

Midtown Filing 9 (Raritan Drive)

Phase Two Improvements
Opinion of Probable Cost Estimate
 Date: 10/06/2017
 JN: 10015.16

Street Improvements	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
Subgrade Prep - Concrete Walk	306-01000	165	SY	\$2.11	\$348.15
5' Concrete Walk (6" Thick)	608-00006	1,235	SF	\$5.20	\$6,422.00
				Street Subtotal	\$6,770.15
				Raritan Dr. - Phase Two Improvements Total	\$6,770.15

Midtown Filing 9 (Summary)

Phase Two Improvements
Opinion of Probable Cost Estimate
 Date: 10/06/2017
 JN: 10015.16

Street Improvements		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
Subgrade Prep - Concrete Walk	306-01000	185	SY	\$2.11	\$348.15
5' Concrete Walk (6" Thick)	608-00006	1,235	SF	\$5.20	\$6,422.00
				Street Subtotal	\$6,770.15
Summary - Phase Two Improvements Subtotal					\$6,770.15
Additional 20% Administration					\$1,354.03
5% Inflation per Year					\$406.21
5% Inflation per Year Two					\$426.52
Phase Two Improvements Total					\$8,956.91

Midtown Filing 9 (Summary)

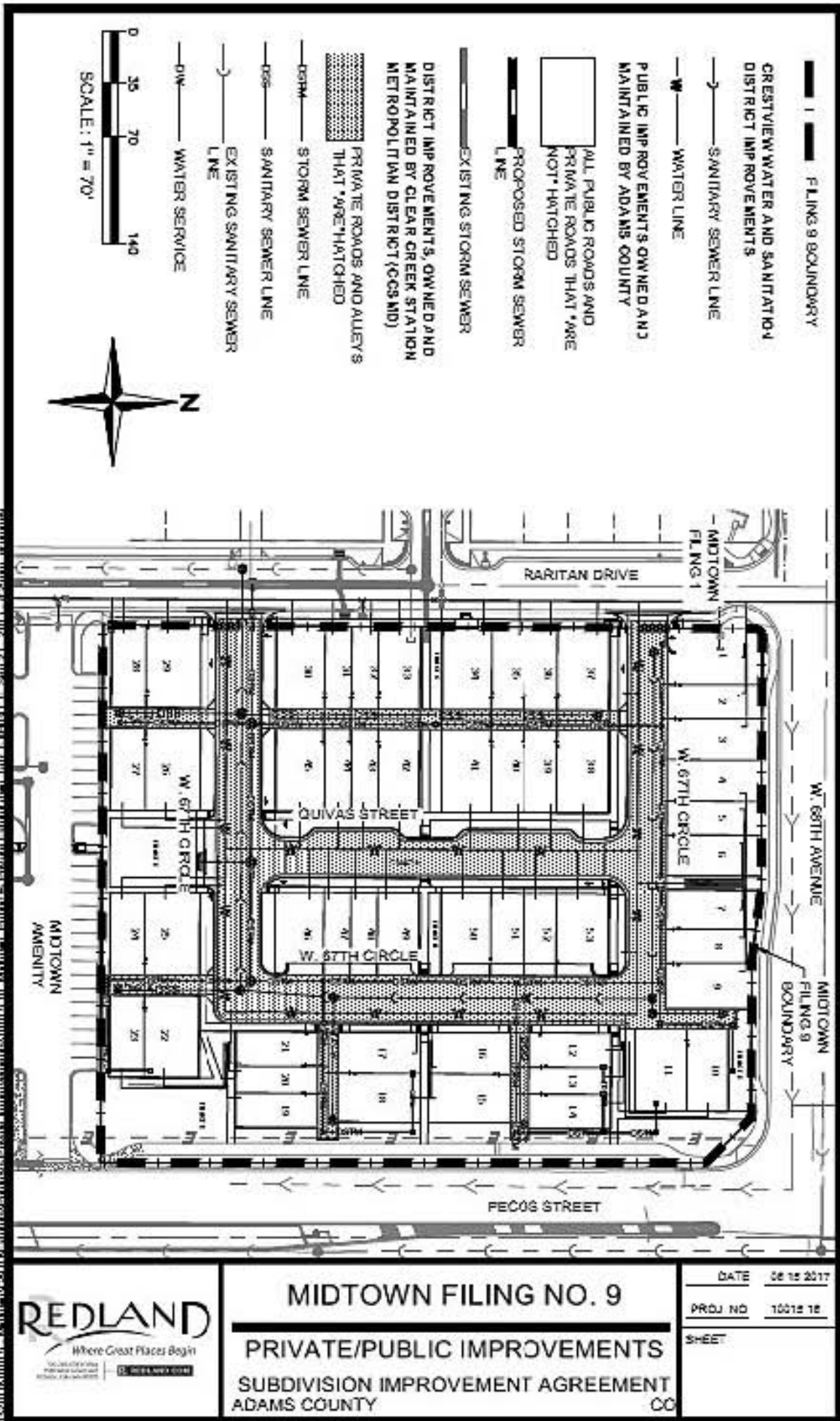
Phase One & Two Improvements

Opinion of Probable Cost Estimate

Date: 10/06/2017

JN: 10015.16

	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Storm Sewer					
24" RCP (0-8' depth)	603-01240	25	LF	\$106.63	\$2,665.75
6' Dia. Manhole	604-30015	1	EA	\$8,218.80	\$8,218.80
Connect to Existing		1	EA	\$3,000.00	\$3,000.00
				Storm Sewer Subtotal	\$13,884.55
Street Improvements					
Concrete					
8' Concrete Crosspan (Pavement)	412-00800	57	SY	\$80.00	\$4,551.11
Subgrade Prep - Concrete Walk	306-01000	165	SY	\$2.11	\$348.15
5' Concrete Walk (6" Thick)	608-00006	1,235	SF	\$5.20	\$6,422.00
Directional Handicap Ramp	608-00010	4	EA	\$1,750.00	\$7,000.00
Mid-Block Ramp	608-00010	1	EA	\$3,500.00	\$3,500.00
Paving					
Adjust Manhole to Grade	210-04010	3	EA	\$825.65	\$2,476.95
Adjust Valves to Grade	210-04050	6	EA	\$416.37	\$2,498.22
				Street Subtotal	\$26,796.43
Demolition					
Remove 42" RCP	202-00035	10	LF	\$42.00	\$420.00
Asphalt Milling / Resurfacing	202-00250	755	SY	\$7.50	\$5,662.50
Remove Curb and Gutter	202-00037	112	LF	\$12.00	\$1,344.00
Remove and Replace Curb and Gutter	202-00203	200	LF	\$30.97	\$6,194.00
Remove and Replace Asphalt (6" Section)	202-00220	108	SY	\$42.00	\$4,554.67
Remove and Replace Concrete Walk (6" Thick)	202-00200	235	SY	\$58.50	\$13,747.50
				Demolition Subtotal	\$31,922.67
				Summary - Subtotal	\$72,603.65
				Additional 20% Administration	\$14,520.73
				5% Inflation per Year	\$4,356.22
				5% Inflation per Year Two	\$4,574.03
				Total	\$96,054.63





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 24, 2017
SUBJECT: Subdivision Improvements Agreement Midtown, LLC
FROM: Kristin Sullivan, Director, Community and Economic Development Department
AGENCY/DEPARTMENT: Community and Economic Development and Public Works Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the Subdivision Improvement Agreement with Midtown, LLC for the development of Midtown at Clear Creek Filing No. 10.

BACKGROUND:

The applicant, Midtown, LLC, has been unable to obtain development approvals for the remaining filings in the Midtown Planned Unit Development (PUD). This is due to on-going remediation activities on the proposed 43-acre park within the PUD. For the past one year, staff and the applicant have been discussing ways to provide required amenities to support the Midtown development, while the park property is still undergoing remediation activities. Currently, there is no set date to complete remediation activities on the park property. Within the past weeks, staff and the applicant reviewed the County's standard requirements for open space for Planned Unit Developments and the standard created for the Midtown PUD. Per Section 3-30-03-05-06 of the County's Development Standards and Regulations, a minimum of 30 percent of open space is required for Planned Unit Developments. The Midtown PUD has an overall 31.5 percent of open spaces, including the proposed 43-acre park. After several discussions and evaluation, staff and the applicant have reached a consensus to re-review the preliminary development plan to re-assess the open space requirements while the 43-acre designated park area is still undergoing remediation, and to designate new areas in the PUD for open space outside the park area in order to meet the required open space.

The Board of County Commissioners shall have the final authority to approve any amendments to the PDP. Both staff and the applicant have reviewed amendments to the PDP and are currently working on final changes prior to scheduling it before Planning Commission and the

Board of County Commissioners. Staff has conveyed to the applicant that amendments to the PDP have to be approved prior to approvals of any remaining filings in the PUD.

This request is for a Subdivision Improvement Agreement to allow limited construction of infrastructure to support the development prior to approval of the PDP amendments and filings at the risk of the applicant. Specifically, the purpose for this pre-plat SIA is to allow the applicant to prepare the site to commence development, once the PDP, FDP, and final plat is approved. Approving this SIA does not guarantee approval of the PDP, FDP or any filing within the Midtown development. The applicant assumes all risk for constructing the public improvements prior to approval of the final plat. Exhibit B of the Subdivision Improvements Agreement for Filing No. 10 describes required improvements for development of the Subdivision. The final plat for the Subdivision is currently under review by the Community and Economic Development Department (CEDD) and will be scheduled before the Board of County Commissioners after completion of staff review.

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

As a requirement of the Subdivision Improvements Agreement, the Developer will furnish to the County a performance bond, releasable only by the County, to guarantee compliance with this Agreement. Said collateral will be in the amount of four hundred seventy five thousand, six hundred forty three dollars and twenty two cents (\$475,643.22).

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development and Public Works Departments.

ATTACHED DOCUMENTS:

Resolution approving the Subdivision Improvements Agreement for Midtown at Clear Creek Filing No. 10, with Midtown, LLC.
Subdivision Improvements Agreement

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPROVING SUBDIVISION IMPROVEMENTS AGREEMENT
BETWEEN ADAMS COUNTY AND MIDTOWN LLC FOR MIDTOWN AT CLEAR
CREEK FILING 10

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

WHEREAS, on July 8, 2014, in Case No. PUD2013-00010, Midtown at Clear Creek Second Amendment to the Preliminary Development Plan, the Board of County Commissioners approved a Second Amendment to the approved Preliminary Development Plan; and,

WHEREAS, Condition Precedent No. 18 for Case No. PUD2013-00010 requires that an SIA be submitted with each Final Plat and final PUD application for each phase; and,

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

WHEREAS, Filing No. 10 is currently in the review process for final plat approval; and,

WHEREAS, the attached agreement would allow for the construction of certain improvements to occur prior to final plat approval at the Developer's risk; and

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

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the attached Addendum to Subdivision Improvements Agreement with Midtown LLC for Filing No. 10, Case No. PRC2016-00017.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Subdivision Improvements Agreement between Adams County and Midtown LLC for Midtown at Clear Creek Filing 10, a copy of which is attached hereto and, incorporated herein by this reference, be approved.

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

**SUBDIVISION IMPROVEMENTS AGREEMENT
FOR MIDTOWN AT CLEAR CREEK FILING 10**

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and Midtown LLC, a Colorado limited liability company, having an address of 6465 S. Greenwood Plaza Blvd. #700, Centennial, Colorado 80111, hereinafter called "Developer."

WITNESSETH:

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

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

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

- 1. Acceptance of Risk.** Acceptance of this agreement by the Adams County Board of County Commissioners is to allow for construction of the improvements described and detailed in Exhibit "B" only. Developer acknowledges that execution of this agreement does not include, imply, or guarantee entitlement of the subject parcel, approval of a final plat and/or creation of lots or a subdivision, the issuance of building permits, or the final acceptance of the improvements constructed under this agreement. In the event that the final plat is not approved and/or the improvements or any portion of the improvements described in Exhibit "B" are not accepted, the Developer agrees to rehabilitate the site or areas of the site that are not approved or accepted, including but not limited to removing, at its own expense, the improvements or any portion of the improvements not approved.
- 2. Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "B" attached hereto, and by this reference made a part hereof.
- 3. Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit "B" for approval by the County. All documents are contingent upon and subject to modification based on decisions made by the Adams County Board of County Commissioners and approval of the final plat. Any Adams County Board of County Commissioners' decisions or approvals that cause changes to the construction documents shall be the full responsibility of the Developer to properly address. Upon request, the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs to the County.
- 4. Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit "B".
- 5. Time for Completion.** Improvements shall be completed according to the terms of this agreement within "construction completion date," which is December 31, 2019. The Director of Community and Economic Development Department may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit "B". Any extension greater than 180 days may be approved only by the Board of County Commissioners. All extensions of time shall be in written form only.

6. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of \$475,643.22, including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the agreement to cover inflation. Upon approval of the final plat, completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the Director of Public Works in accordance with section 5-02-05-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners, and until the final plat has been approved and the improvements described as "Phase One" in Exhibit "B" have been preliminarily accepted by the Department of Public Works. No certificates of occupancy shall be issued until the improvements described as "Phase Two" in Exhibit "B" have been preliminarily accepted by the Department of Public Works. No construction permits shall be issued until all collateral required by this agreement is provided and approved by County staff.

7. **Acceptance and Maintenance of Public Improvements.** All improvements designated "public" on Exhibit "B" shall be public facilities and become the property of the County or other public agencies upon approval of the final plat and upon final acceptance of the improvements. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense. In the case of an emergency such written notice may be waived.
8. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit "A" attached hereto.
9. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property as follows:

A. **Improvements.**

Public Improvements:

Osage Street, West 67th Place and County of Adams storm sewer. See Exhibit "B" for description, estimated quantities and estimated construction costs.

Private Improvements:

All other improvements set forth on Exhibit "B" not indicated as "public improvements" above.

The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and not later than the "construction completion date," which is December 31, 2019.

- B. **Public dedication of land for right-of-way purposes or other public purpose.** Upon approval of the final plat for the development, known as Midtown at Clear Creek Filing No. 10, by the Board of County Commissioners, the Developer hereby agrees to convey by final plat or special warranty deed to the County of Adams the following described land for right-of-way or other public purposes:

Osage Street and West 67th Place.

[signature page follows]

Developer:

Midtown LLC, a Colorado limited liability
company

Name: _____
By: _____
Title: _____

STATE OF COLORADO)
) ss.
[CITY AND] COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ as _____ of Midtown LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

APPROVED BY resolution at the meeting of _____, 20__.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk of the Board

Chair

EXHIBIT "A"

Legal Description: MIDTOWN AT CLEAR CREEK FILING NO. 10

MIDTOWN AT CLEAR CREEK – FILING NO. 10

LEGAL DESCRIPTION

A PART OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 2007000079792 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 4, WHENCE THE CENTER-SOUTH CORNER OF SAID SECTION 4 BEARS SOUTH 00°00'15" WEST, A DISTANCE OF 1,324.85 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

THENCE SOUTH 67°17'53" EAST, A DISTANCE OF 677.99 FEET TO THE WESTERLY BOUNDARY OF MIDTOWN AT CLEAR CREEK – FILING NO. 7 PLAT AS RECORDED UNDER RECEPTION NO. 2016000009355 IN SAID COUNTY RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG WESTERLY BOUNDARY, SOUTH 00°16'34" WEST, A DISTANCE OF 512.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF WEST 67TH AVENUE AS SHOWN ON AND DEDICATED BY MIDTOWN AT CLEAR CREEK – FILING NO. 5 PLAT AS RECORDED UNDER RECEPTION NO. 2014000091485 IN SAID COUNTY RECORDS;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. NORTH 89°43'26" WEST, A DISTANCE OF 290.07 FEET;
2. SOUTH 84°33'46" WEST, A DISTANCE OF 68.27 FEET;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, NORTH 00°16'34" EAST, A DISTANCE OF 370.30 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 148.50 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 233.26 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 89°43'26" EAST, A DISTANCE OF 209.50 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 4.105 ACRES, (178,794 SQUARE FEET), MORE OR LESS.

EXHIBIT "B"

Midtown Filing 10 (Osage Street)

Phase One Improvements

Opinion of Probable Cost Estimate

Date: 10/06/2017

JN: 10015.17

Grading		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Cut to Fill		4,535	CY	\$2.35	\$10,657.25
Grading Subtotal					\$10,657.25

Storm Sewer	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
18" RCP (0-8' depth)	603-01180	305	LF	\$74.58	\$22,746.90
24" RCP (0-8' depth)	603-01240	18	LF	\$106.63	\$1,919.34
30" RCP (0-8' depth)	603-01300	70	LF	\$122.00	\$8,540.00
36" RCP (0-8' depth)	603-01360	32	LF	\$139.21	\$4,454.72
5' Dia. Manhole	604-30010	4	EA	\$5,316.46	\$21,265.84
10' Type 'R' Inlet	604-19110	1	EA	\$9,714.00	\$9,714.00
15' Type 'R' Inlet		1	EA	\$15,000.00	\$15,000.00
Connect to Existing		1	EA	\$3,000.00	\$3,000.00
Storm Sewer Subtotal					\$86,640.80

Street Improvements		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
Alley Curb Cut / Approach		3	EA	\$2,000.00	\$6,000.00
6" Vertical Curb and Gutter (2' Pan)	609-21020	1,140	LF	\$24.18	\$27,565.20
8' Concrete Crossspan (Pavement)	412-00800	28	SY	\$80.00	\$2,275.56
Curb Return w/ Handicap Ramp (15' Radius)	608-00010	2	EA	\$1,750.00	\$3,500.00
Remove Curb and Gutter	202-00203	90	LF	\$30.97	\$2,787.30
Paving					
Subgrade Prep	306-01000	2,391	SY	\$2.11	\$5,045.71
Aggregate Basecourse (5" Class 6 Road Base)	202-00037	2,391	SY	\$8.00	\$19,130.67
Asphalt (Full depth - 6" section)	202-00037	1,948	SY	\$21.00	\$40,908.00
Adjust Manhole to Grade	210-04010	10	EA	\$825.65	\$8,256.50
Adjust Valves to Grade	210-04050	2	EA	\$416.37	\$832.74
Sweep Streets	637-00100	1,948	SY	\$0.60	\$1,168.80
Signage and Striping					
Street Signs		7	EA	\$1,500.00	\$10,500.00
Dry Utilities					
Street Light (Local)		3	EA	\$12,000.00	\$36,000.00
Street Subtotal					\$163,970.48

Demolition	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Remove Curb and Gutter	202-00203	90	LF	\$30.97	\$2,787.30
Remove and Replace Asphalt (6" Section)	202-00220	78	SY	\$42.00	\$3,276.00
Demolition Subtotal					\$6,063.30

Osage St. - Phase One Improvements Total \$267,331.83

Midtown Filing 10 (W 67th Place)

Phase One Improvements

Opinion of Probable Cost Estimate

Date: 10/06/2017

JN: 10015.17

Street Improvements	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
6" Vertical Curb and Gutter (2' Pan)	609-21020	478	LF	\$24.18	\$11,558.04
Paving					
Subgrade Prep	306-01000	1,008	SY	\$2.11	\$2,127.58
Aggregate Basecourse (5" Class 6 Road Base)	202-00037	1,008	SY	\$8.00	\$8,066.67
Asphalt (Full depth - 6" section)	202-00037	823	SY	\$21.00	\$17,276.00
Adjust Valves to Grade	210-04050	2	EA	\$416.37	\$832.74
Sweep Streets	637-00100	823	SY	\$0.60	\$493.60
Signage and Striping					
Street Signs		4	EA	\$1,500.00	\$6,000.00
Dry Utilities					
Street Light (Local)		1	EA	\$12,000.00	\$12,000.00
				Street Subtotal	\$58,354.63
W. 67th Pl. - Phase One Improvements Total					\$58,354.63

Midtown Filing 10 (Summary)

Phase One Improvements
Opinion of Probable Cost Estimate
 Date: 10/06/2017
 JN: 10015.17

Grading	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Cut to Fill		4,535	CY	\$2.35	\$10,657.25
Grading Subtotal					\$10,657.25
Storm Sewer		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
18" RCP (0-8' depth)	603-01180	305	LF	\$74.58	\$22,746.90
24" RCP (0-8' depth)	603-01240	18	LF	\$106.63	\$1,919.34
30" RCP (0-8' depth)	603-01300	70	LF	\$122.00	\$8,540.00
36" RCP (0-8' depth)	603-01360	32	LF	\$139.21	\$4,454.72
5' Dia. Manhole	604-30010	4	EA	\$5,316.46	\$21,265.84
10' Type 'R' Inlet	604-19110	1	EA	\$9,714.00	\$9,714.00
15' Type 'R' Inlet		1	EA	\$15,000.00	\$15,000.00
Connect to Existing		1	EA	\$3,000.00	\$3,000.00
Storm Sewer Subtotal					\$86,640.80
Street Improvements		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
Alley Curb Cut / Approach		3	EA	\$2,000.00	\$6,000.00
6" Vertical Curb and Gutter (2' Pan)	609-21020	1,618	LF	\$24.18	\$39,123.24
8' Concrete Crossspan (Pavement)	412-00800	28	SY	\$80.00	\$2,275.56
Curb Return w/ Handicap Ramp (15' Radius)	608-00010	2	EA	\$1,750.00	\$3,500.00
Remove Curb and Gutter	202-00203	90	LF	\$30.97	\$2,787.30
Paving					
Subgrade Prep	306-01000	3,400	SY	\$2.11	\$7,173.30
Aggregate Basecourse (5" Class 6 Road Base)	202-00037	3,400	SY	\$8.00	\$27,197.33
Asphalt (Full depth - 6" section)	202-00037	2,771	SY	\$21.00	\$58,184.00
Adjust Manhole to Grade	210-04010	10	EA	\$825.65	\$8,256.50
Adjust Valves to Grade	210-04050	4	EA	\$416.37	\$1,665.48
Sweep Streets	637-00100	2,771	SY	\$0.60	\$1,662.40
Signage and Striping					
Street Signs		11	EA	\$1,500.00	\$16,500.00
Dry Utilities					
Street Light (Local)		4	EA	\$12,000.00	\$48,000.00
Street Subtotal					\$222,325.11
Demolition	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Remove Curb and Gutter	202-00203	90	LF	\$30.97	\$2,787.30
Remove and Replace Asphalt (6" Section)	202-00220	78	SY	\$42.00	\$3,276.00
Demolition Subtotal					\$6,063.30
Summary - Phase One Improvements Subtotal					\$325,686.46
Additional 20% Administration					\$65,137.29
5% Inflation per Year					\$19,541.19
5% Inflation per Year Two					\$20,518.25
Phase One Improvements Total					\$430,883.18

Midtown Filing 10 (Osage Street)

Phase Two Improvements
Opinion of Probable Cost Estimate
 Date: 10/06/2017
 JN: 10015.17

Street Improvements		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
Subgrade Prep - Concrete Walk	306-01000	271	SY	\$2.11	\$571.81
5' Concrete Walk (6" Thick)	608-00006	2,435	SF	\$5.20	\$12,662.00
				Street Subtotal	\$13,233.81
				Osage St. - Phase Two Improvements Total	\$13,233.81

Midtown Filing 10 (W. 67th Place)

Phase Two Improvements
Opinion of Probable Cost Estimate
 Date: 10/06/2017
 JN: 10015.17

Street Improvements	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
Subgrade Prep - Concrete Walk	306-01000	131	SY	\$2.11	\$276.41
5' Concrete Walk (6" Thick)	608-00006	1,175	SF	\$5.20	\$6,110.00
				Street Subtotal	\$6,386.41
W. 67th Pl. - Phase Two Improvements Total					\$6,386.41

Midtown Filing 10 (W. 67th Avenue)

Phase Two Improvements

Opinion of Probable Cost Estimate

Date: 10/06/2017

JN: 10015.17

Street Improvements	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
Subgrade Prep - Concrete Walk	306-01000	291	SY	\$2.11	\$614.01
5' Concrete Walk (6" Thick)	608-00006	2,615	SF	\$5.20	\$13,598.00
				Street Subtotal	\$14,212.01
W 67TH Ave. - Phase Two Improvements Total					\$14,212.01

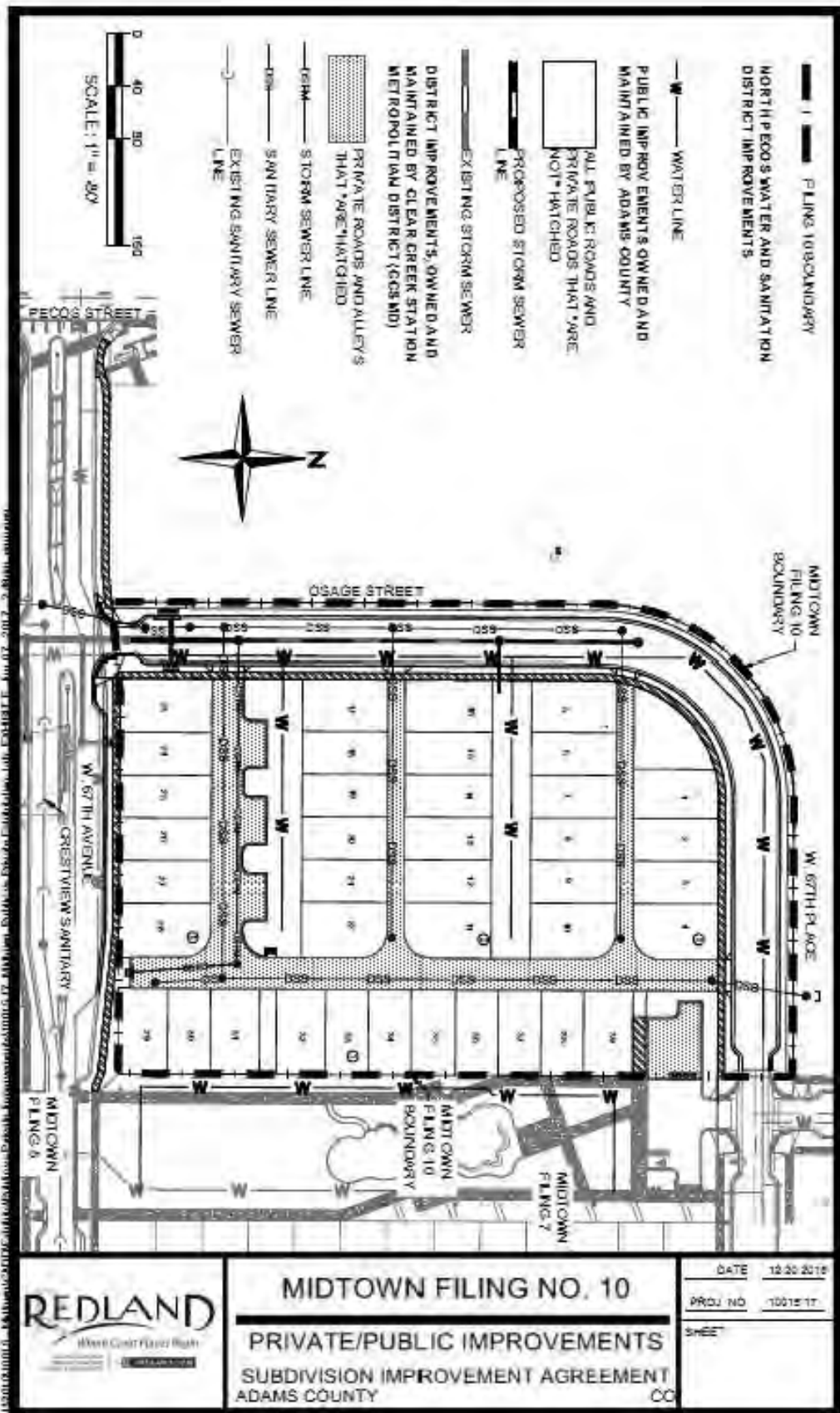
Midtown Filing 10 (Summary)

Phase Two Improvements
Opinion of Probable Cost Estimate
 Date: 10/06/2017
 JN: 10015.17

Street Improvements	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
Subgrade Prep - Concrete Walk	306-01000	693	SY	\$2.11	\$1,462.23
5' Concrete Walk (6" Thick)	608-00006	6,225	SF	\$5.20	\$32,370.00
				Street Subtotal	\$33,832.23
				Summary - Phase Two Improvements Subtotal	\$33,832.23
				Additional 20% Administration	\$6,766.45
				5% Inflation per Year	\$2,029.93
				5% Inflation per Year Two	\$2,131.43
				Phase Two Improvements Total	\$44,760.04

Midtown Filing 10 (Summary)
Phase One & Two Improvements
Opinion of Probable Cost Estimate
 Date: 10/06/2017
 JN: 10015.17

	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Grading					
Cut to Fill		4,535	CY	\$2.35	\$10,657.25
Grading Subtotal					\$10,657.25
Storm Sewer					
18" RCP (0-8' depth)	603-01180	305	LF	\$74.58	\$22,746.90
24" RCP (0-8' depth)	603-01240	18	LF	\$106.63	\$1,919.34
30" RCP (0-8' depth)	603-01300	70	LF	\$122.00	\$8,540.00
36" RCP (0-8' depth)	603-01360	32	LF	\$139.21	\$4,454.72
5' Dia. Manhole	604-30010	4	EA	\$5,316.46	\$21,265.84
10' Type 'R' Inlet	604-19110	1	EA	\$9,714.00	\$9,714.00
15' Type 'R' Inlet		1	EA	\$15,000.00	\$15,000.00
Connect to Existing		1	EA	\$3,000.00	\$3,000.00
Storm Sewer Subtotal					\$86,640.80
Street Improvements					
Concrete					
Alley Curb Cut / Approach		3	EA	\$2,000.00	\$6,000.00
6" Vertical Curb and Gutter (2' Pan)	609-21020	1,618	LF	\$24.18	\$39,123.24
8' Concrete Crosspan (Pavement)	412-00800	28	SY	\$80.00	\$2,275.56
Subgrade Prep - Concrete Walk	306-01000	693	SY	\$2.11	\$1,462.23
5' Concrete Walk (6" Thick)	608-00006	6,225	SF	\$5.20	\$32,370.00
Curb Return w/ Handicap Ramp (15' Radius)	608-00010	2	EA	\$1,750.00	\$3,500.00
Remove Curb and Gutter	202-00203	90	LF	\$30.97	\$2,787.30
Paving					
Subgrade Prep	306-01000	3,400	SY	\$2.11	\$7,173.30
Aggregate Basecourse (5" Class 6 Road Base)	202-00037	3,400	SY	\$8.00	\$27,197.33
Asphalt (Full depth - 6" section)	202-00037	2,771	SY	\$21.00	\$58,184.00
Adjust Manhole to Grade	210-04010	10	EA	\$825.65	\$8,256.50
Adjust Valves to Grade	210-04050	4	EA	\$416.37	\$1,665.48
Sweep Streets	637-00100	2,771	SY	\$0.60	\$1,662.40
Signage and Striping					
Street Signs		11	EA	\$1,500.00	\$16,500.00
Dry Utilities					
Street Light (Local)		4	EA	\$12,000.00	\$48,000.00
Street Subtotal					\$256,157.34
Demolition					
Remove Curb and Gutter	202-00203	90	LF	\$30.97	\$2,787.30
Remove and Replace Asphalt (6" Section)	202-00220	78	SY	\$42.00	\$3,276.00
Demolition Subtotal					\$6,063.30
Summary - Subtotal					\$359,518.69
Additional 20% Administration					\$71,903.74
5% Inflation per Year					\$21,571.12
5% Inflation per Year Two					\$22,649.68
Total					\$475,643.22





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 24, 2017
SUBJECT: Subdivision Improvements Agreement Midtown, LLC
FROM: Kristin Sullivan, Director, Community and Economic Development Department
AGENCY/DEPARTMENT: Community and Economic Development and Public Works Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the Subdivision Improvement Agreement with Midtown, LLC for the development of the Midtown at Clear Creek School Site.

BACKGROUND:

The applicant, Midtown, LLC, has been unable to obtain development approvals for the remaining filings in the Midtown Planned Unit Development (PUD). This is due to on-going remediation activities on the proposed 43-acre park within the PUD. For the past one year, staff and the applicant have been discussing ways to provide required amenities to support the Midtown development, while the park property is still undergoing remediation activities. Currently, there is no set date to complete remediation activities on the park property. Within the past weeks, staff and the applicant reviewed the County's standard requirements for open space for Planned Unit Developments and the standard created for the Midtown PUD. Per Section 3-30-03-05-06 of the County's Development Standards and Regulations, a minimum of 30 percent of open space is required for Planned Unit Developments. The Midtown PUD has an overall 31.5 percent of open spaces, including the proposed 43-acre park. After several discussions and evaluation, staff and the applicant have reached a consensus to re-review the preliminary development plan to re-assess the open space requirements while the 43-acre designated park area is still undergoing remediation, and to designate new areas in the PUD for open space outside the park area in order to meet the required open space.

The Board of County Commissioners shall have the final authority to approve any amendments to the PDP. Both staff and the applicant have reviewed amendments to the PDP and are currently working on final changes prior to scheduling it before Planning Commission and the

Board of County Commissioners. Staff has conveyed to the applicant that amendments to the PDP have to be approved prior to approvals of any remaining filings in the PUD.

The subject request is for a Subdivision Improvement Agreement to allow limited construction of infrastructure to support the development prior to approval of the PDP amendments and filings at the risk of the applicant. Specifically, the purpose for this pre-plat SIA is to allow the applicant to prepare the site to commence development, once the PDP, FDP, and final plat is approved. Approving this SIA does not guarantee approval of the PDP, FDP or any filing within the Midtown development. The applicant assumes all risk for constructing the public improvements prior to approval of the final plat. Exhibit B of the Subdivision Improvements Agreement for Midtown School Site describes required improvements for development of the Subdivision. The final plat for the Subdivision is currently under review by the Community and Economic Development Department (CEDD) and will be scheduled before the Board of County Commissioners after completion of staff review.

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

As a requirement of the Subdivision Improvements Agreement, the Developer will furnish to the County a performance bond, releasable only by the County, to guarantee compliance with this Agreement. Said collateral will be in the amount of five hundred thirty thousand, eight hundred forty two dollars and three cents (\$530,842.03).

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development and Public Works Departments.

ATTACHED DOCUMENTS:

Resolution approving the Subdivision Improvements Agreement for Midtown at Clear Creek School Site, with Midtown, LLC.
Subdivision Improvements Agreement

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPROVING SUBDIVISION IMPROVEMENTS AGREEMENT
BETWEEN ADAMS COUNTY AND MIDTOWN LLC FOR MIDTOWN AT CLEAR
CREEK SCHOOL SITE

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

WHEREAS, on July 8, 2014, in Case No. PUD2013-00010, Midtown at Clear Creek Second Amendment to the Preliminary Development Plan, the Board of County Commissioners approved a Second Amendment to the approved Preliminary Development Plan; and,

WHEREAS, Condition Precedent No. 18 for Case No. PUD2013-00010 requires that an SIA be submitted with each Final Plat and final PUD application for each phase; and,

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

WHEREAS, the Midtown at Clear Creek School Site is currently in the review process for final plat approval; and,

WHEREAS, the attached agreement would allow for the construction of certain improvements to occur prior to final plat approval at the Developer's risk; and

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

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the attached Subdivision Improvements Agreement with Midtown LLC for the Midtown at Clear Creek School Site, Case No. PRC2017-00002.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Subdivision Improvements Agreement between Adams County and Midtown LLC for Midtown at Clear Creek School Site, a copy of which is attached hereto and, incorporated herein by this reference, be approved.

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

**SUBDIVISION IMPROVEMENTS AGREEMENT
FOR MIDTOWN AT CLEAR CREEK SCHOOL SITE**

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and Midtown LLC, a Colorado limited liability company, having an address of 6465 S. Greenwood Plaza Blvd. #700, Centennial, Colorado 80111, hereinafter called "Developer."

WITNESSETH:

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

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

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

- 1. Acceptance of Risk.** Acceptance of this agreement by the Adams County Board of County Commissioners is to allow for construction of the improvements described and detailed in Exhibit "B" only. Developer acknowledges that execution of this agreement does not include, imply, or guarantee entitlement of the subject parcel, approval of a final plat and/or creation of lots or a subdivision, the issuance of building permits, or the final acceptance of the improvements constructed under this agreement. In the event that the final plat is not approved and/or the improvements or any portion of the improvements described in Exhibit "B" are not accepted, the Developer agrees to rehabilitate the site or areas of the site that are not approved or accepted, including but not limited to removing, at its own expense, the improvements or any portion of the improvements not approved.
- 2. Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "B" attached hereto, and by this reference made a part hereof.
- 3. Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit "B" for approval by the County. All documents are contingent upon and subject to modification based on decisions made by the Adams County Board of County Commissioners and approval of the final plat. Any Adams County Board of County Commissioners' decisions or approvals that cause changes to the construction documents shall be the full responsibility of the Developer to properly address. Upon request, the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs to the County.
- 4. Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit "B".
- 5. Time for Completion.** All improvements described in Exhibit "B" must be completed and preliminarily accepted not later than 30 days after the issuance of a Certificate of Occupancy (C/O) for the Mapleton School District's school building located on the property described in attached Exhibit "A". The Developer is responsible for providing proof of the issuance of the C/O. The Director of Community and Economic Development Department may for good cause grant extension of time for completion of any part or all of improvements appearing on

said Exhibit "B". Any extension greater than 180 days may be approved only by the Board of County Commissioners. All extensions of time shall be in written form only.

6. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of \$530,842.03, including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the agreement to cover inflation. Upon approval of the final plat, completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the Director of Public Works in accordance with section 5-02-05-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

No construction permits shall be issued until all collateral required by this agreement is provided and approved by County staff.

7. **Acceptance and Maintenance of Public Improvements.** All improvements designated "public" on Exhibit "B" shall be public facilities and become the property of the County or other public agencies upon approval of the final plat and upon final acceptance of the improvements. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense. In the case of an emergency such written notice may be waived.
8. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit "A" attached hereto.
9. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property as follows:

A. **Improvements.**

Public Improvements:

West 68th Avenue and County of Adams storm sewer. See Exhibit "B" for description, estimated quantities and estimated construction costs.

Private Improvements:

All other improvements set forth on Exhibit "B" not indicated as "public improvements" above.

The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and not later than the date set forth in Section 5 above.

- B. **Public dedication of land for right-of-way purposes or other public purpose.** Upon approval of the final plat for the development, known as Midtown at Clear Creek School Site by the Board of County Commissioners, the Developer hereby agrees to convey by

final plat or special warranty deed to the County of Adams the following described land for right-of-way or other public purposes:

West 68th Avenue.

[signature page follows]

Developer:

Midtown LLC, a Colorado limited liability
company

Name: _____

By: _____

Title: _____

STATE OF COLORADO)
) ss.
[CITY AND] COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ as _____ of Midtown LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

APPROVED BY resolution at the meeting of _____, 20__.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk of the Board

Chair

EXHIBIT "A"

Legal Description: MIDTOWN AT CLEAR CREEK SCHOOL SITE

A PARCEL OF LAND BEING A PORTION OF ZUNI STREET AS SHOWN ON THE PLAT OF SUNDSTRAND SUBDIVISION RECORDED UNDER RECEPTION NO. A026680 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND AS DESCRIBED IN DEED RECORDED IN BOOK 856 AT PAGE 61, IN SAID RECORDS AND WEST 67TH PLACE AS SHOWN ON THE PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 4 AS RECORDED UNDER RECEPTION NO. 2014000076746, IN SAID RECORDS TOGETHER WITH A PORTION OF THE SOUTHEAST QUARTER OF SECTION 5 AND THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 4 AND CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4 TO BEAR SOUTH 89°43'26" EAST, A DISTANCE OF 1332.12 FEET, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE ALONG SAID NORTH LINE, SOUTH 89°43'26" EAST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 89°43'26" EAST, A DISTANCE OF 433.34 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00°16'34" WEST, A DISTANCE OF 26.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF WEST 68TH AVENUE AS SHOWN ON THE PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 2 AS RECORDED UNDER RECEPTION NO. 2013000104695, IN SAID RECORDS;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 89°43'26" EAST, A DISTANCE OF 204.90 FEET TO THE WESTERLY RIGHT-OF-WAY OF MORRISON DRIVE AS SHOWN ON SAID PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 4;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. SOUTH 44°43'26" EAST, A DISTANCE OF 4.85 FEET;
2. SOUTH 00°16'34" WEST, A DISTANCE OF 222.57 FEET TO THE NORTHERLY RIGHT-OF-WAY OF WEST 67TH PLACE AS SHOWN ON SAID PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 2;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY AS SHOWN ON SAID PLATS OF MIDTOWN AT CLEAR CREEK-FILING NO.S 2 AND 4, NORTH 89°43'26" WEST, A DISTANCE OF 238.75 FEET TO THE NORTHERLY EXTENSION OF THE WESTERLY RIGHT-OF-WAY OF FERN DRIVE AS SHOWN ON SAID PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 4;

[legal description continues on next page]

THENCE ALONG SAID NORTHERLY EXTENSION AND THE WESTERLY RIGHT-OF-WAY,
SOUTH 00°16'34" WEST, A DISTANCE OF 132.00 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 89°43'26" WEST, A
DISTANCE OF 404.02 FEET TO THE EASTERLY RIGHT-OF-WAY OF ZUNI STREET AS
DESCRIBED IN SAID BOOK 856 AT PAGE 61;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, SOUTH 00°26'28" WEST, A DISTANCE
OF 10.00 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, NORTH 89°43'26" WEST, A
DISTANCE OF 60.00 FEET TO THE WESTERLY RIGHT-OF-WAY OF ZUNI STREET AS
SHOWN ON SAID PLAT OF SUNDSTRAND SUBDIVISION;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, NORTH 00°26'28" EAST, A DISTANCE
OF 368.00 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, SOUTH 89°43'26" EAST, A
DISTANCE OF 60.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF ZUNI STREET AS
DESCRIBED IN SAID BOOK 856 AT PAGE 61;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 00°26'28" EAST, A DISTANCE
OF 26.00 FEET TO THE **POINT OF BEGINNING**,

CONTAINING AN AREA OF 5.320 ACRES, (231,755 SQUARE FEET), MORE OR LESS.

EXHIBIT "B"

Midtown School Parcel & W. 68th Ave

Phase One Improvements - W. 68th Avenue

Opinion of Probable Cost Estimate

Date: 10/06/2017

JN: 10015.18

		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Grading					
Cut to Fill		2,000	CY	\$2.50	\$5,000.00
Strip and Respread (Topsoil)		630	CY	\$4.53	\$2,853.90
				Grading Subtotal	\$7,853.90
Storm Sewer					
	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
30" RCP (0-8' depth)	603-01300	295	LF	\$130.23	\$38,417.85
6' Dia. Manhole	604-30015	2	EA	\$8,500.00	\$17,000.00
25' Type 'R' Inlet	0	2	EA	\$26,500.00	\$53,000.00
Connect to Existing		1	EA	\$5,000.00	\$5,000.00
				Storm Sewer Subtotal	\$113,417.85
Street Improvements					
	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
6" Vertical Curb and Gutter (2' Pan)	609-21020	660	LF	\$24.22	\$15,985.20
Paving					
Subgrade Prep	306-01000	1,620	SY	\$4.04	\$6,544.80
Aggregate Basecourse (5" Class 6 Road Base)		1,620	SY	\$9.50	\$15,390.00
Asphalt (Full depth - 9" section)	403-33871	1,330	SY	\$33.00	\$43,890.00
Asphalt Milling / Resurfacing	306-01000	1,130	SY	\$9.94	\$11,232.20
Adjust Manhole to Grade	210-04010	5	EA	\$823.63	\$4,118.15
Adjust Valves to Grade	210-04050	6	EA	\$421.29	\$2,527.74
Sweep Streets	637-00100	2,490	SY	\$1.20	\$2,988.00
Signage and Striping					
Street Signs		3	EA	\$1,500.00	\$4,500.00
Pavement Striping		1	LS	\$10,000.00	\$10,000.00
Dry Utilities					
Street Light (Local)		6	EA	\$12,000.00	\$72,000.00
Sleeving		1	LS	\$7,500.00	\$7,500.00
				Street Subtotal	\$196,676.09
Demolition					
	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Remove Riprap	202-00027	475	SY	\$28.87	\$13,713.25
Remove 42" RCP	202-00035	65	LF	\$40.00	\$2,600.00
Remove 42" FES	202-00037	1	EA	\$1,000.00	\$1,000.00
Remove 6' Dia. Manhole	202-00021	1	EA	\$1,000.00	\$1,000.00
Remove Fence	202-01000	605	LF	\$1.63	\$986.15
Remove Curb	202-00201	170	LF	\$6.23	\$1,059.10
Remove Gutter	202-00202	170	LF	\$17.34	\$2,947.80
Remove Asphalt (9" Section)	202-00220	150	SY	\$20.50	\$3,075.00
Sawcut	202-05030	660	LF	\$3.10	\$2,046.00
				Demolition Subtotal	\$28,427.30
W. 68th Ave. - Phase One Improvements Total					\$346,375.14

Midtown School Parcel & W. 68th Ave

Phase One Improvements - W. 67th Place

Opinion of Probable Cost Estimate

Date: 10/06/2017

JN: 10015.18

Street Improvements	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
6" Vertical Curb and Gutter (2' Pan)	609-21020	80	LF	\$24.22	\$1,937.60
Signage and Striping					
Street Signs		1	EA	\$1,500.00	\$1,500.00
				Street Subtotal	\$3,437.60
Demolition					
	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Remove Curb	202-00201	80	LF	\$6.23	\$498.40
Remove Gutter	202-00202	80	LF	\$17.34	\$1,387.20
Remove Asphalt (6" Section)	202-00220	73	SY	\$15.50	\$1,131.50
Sawcut	202-05030	78	LF	\$3.10	\$241.80
				Demolition Subtotal	\$3,258.90
W. 67th Place - Phase One Improvements Total					\$6,696.50

Midtown School Parcel & W. 68th Ave.

Phase One Improvements - Summary

Opinion of Probable Cost Estimate

Date: 10/06/2017

JN: 10015.18

Grading	CDOT	QUANTITY	UNIT	PRICE	COST
Cut to Fill		2,000	CY	\$2.50	\$5,000.00
Strip and Respread (Topsoil)		630	CY	\$4.53	\$2,853.90
Grading Subtotal					\$7,853.90
Storm Sewer		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
30" RCP (0-8' depth)	603-01300	295	LF	\$130.23	\$38,417.85
6' Dia. Manhole	604-30015	2	EA	\$8,500.00	\$17,000.00
25' Type 'R' Inlet	0	2	EA	\$26,500.00	\$53,000.00
Connect to Existing	0	1	EA	\$5,000.00	\$5,000.00
Storm Sewer Subtotal					\$113,417.85
Street Improvements		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
6" Vertical Curb and Gutter (2' Pan)	609-21020	740	LF	\$24.22	\$17,922.80
Paving					
Subgrade Prep	306-01000	1,620	SY	\$4.04	\$6,544.80
Aggregate Basecourse (5" Class 6 Road Base)	0	1,620	SY	\$9.50	\$15,390.00
Asphalt (Full depth - 9" section)	403-33871	1,330	SY	\$33.00	\$43,890.00
Asphalt Milling / Resurfacing	306-01000	1,130	SY	\$9.94	\$11,232.20
Adjust Manhole to Grade	210-04010	5	EA	\$823.63	\$4,118.15
Adjust Valves to Grade	210-04050	6	EA	\$421.29	\$2,527.74
Sweep Streets	637-00100	2,490	SY	\$1.20	\$2,988.00
Signage and Striping					
Street Signs	0	4	EA	\$1,500.00	\$6,000.00
Pavement Striping	0	1	LS	\$10,000.00	\$10,000.00
Dry Utilities					
Street Light (Local)	0	6	EA	\$12,000.00	\$72,000.00
Sleeving	0	1	LS	\$7,500.00	\$7,500.00
Street Subtotal					\$200,113.69
Demolition	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Remove Riprap	202-00027	475	SY	\$28.87	\$13,713.25
Remove 42" RCP	202-00035	65	LF	\$40.00	\$2,600.00
Remove 42" FES	202-00037	1	EA	\$1,000.00	\$1,000.00
Remove 6' Dia. Manhole	202-00021	1	EA	\$1,000.00	\$1,000.00
Remove Fence	202-01000	605	LF	\$1.63	\$986.15
Remove Curb	202-00201	250	LF	\$6.23	\$1,557.50
Remove Gutter	202-01000	250	LF	\$17.34	\$4,335.00
Remove Asphalt (9" Section)	202-00220	150	SY	\$20.50	\$3,075.00
Sawcut	202-05030	738	LF	\$3.10	\$2,287.80
Remove Asphalt (6" Section)	202-00220	73	SY	\$15.50	\$1,131.50
Demolition Subtotal					\$30,554.70
Summary - Phase One Improvements Subtotal					\$351,940.14
Additional 20% Administration					\$70,388.03
5% Inflation per Year					\$21,116.41
5% Inflation per Year Two					\$22,172.23
Phase One Improvements Total					\$465,616.81

**Midtown School Parcel & W. 68th Ave
 Phase Two Improvements - W. 68th Avenue**

Opinion of Probable Cost Estimate

Date: 10/06/2017

JN: 10015.18

Street Improvements		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
Subgrade Prep - Concrete Walk	306-01000	368	SY	\$4.04	\$1,486.72
5' Concrete Walk (6" Thick)	608-00006	3,320	SF	\$5.20	\$17,264.00
Mid-Block Ramp		3	EA	\$3,500.00	\$10,500.00
				Street Subtotal	\$29,250.72
W. 68th Avenue - Phase Two Improvements Total					\$29,250.72

Midtown School Parcel & W. 68th Ave
Phase Two Improvements - Morrison Drive
Opinion of Probable Cost Estimate

Date: 10/06/2017
 JN: 10015.18

Street Improvements		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
Subgrade Prep - Concrete Walk	306-01000	123	SY	\$4.04	\$496.92
5' Concrete Walk (6" Thick)	608-00006	1,105	SF	\$5.20	\$5,746.00
				Street Subtotal	\$6,242.92
Morrison Drive - Phase Two Improvements Total					\$6,242.92

Midtown School Parcel & W. 68th Ave

Phase Two Improvements - W. 67th Place

Opinion of Probable Cost Estimate

Date: 10/06/2017

JN: 10015.18

Street Improvements		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
Subgrade Prep - Concrete Walk	306-01000	134	SY	\$4.04	\$541.36
5' Concrete Walk (6" Thick)	608-00006	1,205	SF	\$5.20	\$6,266.00
Mid-Block Ramp		2	EA	\$3,500.00	\$7,000.00
				Street Subtotal	\$13,807.36
W. 67th Place - Phase Two Improvements Total					\$13,807.36

Midtown School Parcel & W. 68th Ave.

Phase Two Improvements - Summary

Opinion of Probable Cost Estimate

Date: 10/06/2017

JN: 10015.18

Street Improvements	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
Subgrade Prep - Concrete Walk	306-01000	625	SY	\$4.04	\$2,525.00
5' Concrete Walk (6" Thick)	608-00006	5,630	SF	\$5.20	\$29,276.00
Mid-Block Ramp	608-00010	5	EA	\$3,500.00	\$17,500.00
				Street Subtotal	\$49,301.00
				Summary - Phase Two Improvements Subtotal	\$49,301.00
				Additional 20% Administration	\$9,860.20
				5% Inflation per Year	\$2,958.06
				5% Inflation per Year Two	\$3,105.96
				Phase Two Improvements Total	\$65,225.22

Midtown School Parcel & W. 68th Ave
Phase One & Two Improvements -Summary
 Opinion of Probable Cost Estimate
 Date: 10/06/2017
 JN: 10015.18

Grading	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Cut to Fill		2,000	CY	\$2.50	\$5,000.00
Strip and Respread (Topsoil)		630	CY	\$4.53	\$2,853.90
Grading Subtotal					\$7,853.90
Storm Sewer	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
30" RCP (0-8' depth)	603-01300	295	LF	\$130.23	\$38,417.85
6' Dia. Manhole	604-30015	2	EA	\$8,500.00	\$17,000.00
25' Type 'R' Inlet	0	2	EA	\$26,500.00	\$53,000.00
Connect to Existing	0	1	EA	\$5,000.00	\$5,000.00
Storm Sewer Subtotal					\$113,417.85
Street Improvements	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete					
Subgrade Prep - Concrete Walk	306-01000	625	SY	\$4.04	\$2,525.00
5' Concrete Walk (6" Thick)	608-00006	5,630	SF	\$5.20	\$29,276.00
6" Vertical Curb and Gutter (2' Pan)	609-21020	740	LF	\$24.22	\$17,922.80
Mid-Block Ramp	608-00010	5	EA	\$3,500.00	\$17,500.00
Paving					
Subgrade Prep	306-01000	1,620	SY	\$4.04	\$6,544.80
Aggregate Basecourse (5" Class 6 Road Base)	202-00037	1,620	SY	\$9.50	\$15,390.00
Asphalt (Full depth - 9" section)	202-00037	1,330	SY	\$33.00	\$43,890.00
Asphalt Milling / Resurfacing	306-01000	1,130	SY	\$9.94	\$11,232.20
Adjust Manhole to Grade	210-04010	5	EA	\$823.63	\$4,118.15
Adjust Valves to Grade	210-04050	6	EA	\$421.29	\$2,527.74
Sweep Streets	657-00100	2,490	SY	\$1.20	\$2,988.00
Signage and Striping					
Street Signs	0	4	EA	\$1,500.00	\$6,000.00
Pavement Striping	0	1	LS	\$10,000.00	\$10,000.00
Dry Utilities					
Street Light (Local)		6	EA	\$12,000.00	\$72,000.00
Sleeving		1	LS	\$7,500.00	\$7,500.00
Street Subtotal					\$249,414.69

**Midtown School Parcel & W. 68th Ave
 Phase One & Two Improvements -Summary**

Opinion of Probable Cost Estimate

Date: 10/06/2017

JN: 10015.18

Demolition	CDOT	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Remove Riprap	202-00027	475	SY	\$28.87	\$13,713.25
Remove 42" RCP	202-00035	65	LF	\$40.00	\$2,600.00
Remove 42" FES	202-00037	1	EA	\$1,000.00	\$1,000.00
Remove 6' Dia. Manhole	202-00021	1	EA	\$1,000.00	\$1,000.00
Remove Fence	202-01000	605	LF	\$1.63	\$986.15
Remove Curb	202-00201	250	LF	\$6.23	\$1,557.50
Remove Gutter	202-00202	250	LF	\$17.34	\$4,335.00
Remove Asphalt (9" Section)	202-00220	150	SY	\$20.50	\$3,075.00
Sawcut	202-05030	738	LF	\$3.10	\$2,287.80
Demolition Subtotal					\$30,554.70
Summary - Subtotal					\$401,241.14
Additional 20% Administration					\$80,248.23
5% Inflation per Year					\$24,074.47
5% Inflation per Year Two					\$25,278.19
Total					\$530,842.03

