



Board of County Commissioners

Eva J. Henry - District #1
Charles "Chaz" Tedesco - District #2
Emma Pinter - District #3
Steve O'Dorisio - District #4
Lynn Baca - 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
November 23, 2021
9:30 AM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

4. AWARDS AND PRESENTATIONS

- A. Foster Care 5k Check Presentation
- B. Proclamation Recognizing County Manager, Raymond H. Gonzales

5. PUBLIC COMMENT

A. Citizen Communication

During this portion of the meeting, the board will hear public comment. The Chair will determine how much time is reserved for public comment and how much time is permitted for each speaker.

B. Elected Officials' Communication

6. CONSENT CALENDAR

- A. List of Expenditures Under the Dates of November 8-12, 2021
- B. Minutes of the Commissioners' Proceedings from November 16, 2021
- C. Resolution Accepting a Permanent Drainage Easement from NF Denver LLC to Adams County for a Storm Water Drainage Purposes (File approved by ELT)

- D.** Resolution Approving the Intergovernmental Agreement between Adams County and Adams County School District 14 Regarding Colorado Preschool Program for 2021-2022 in the Amount not to Exceed 172,800 Dollars Received by County
(File approved by ELT)
- E.** Resolution Approving Abatement Petitions and Authorizing the Refund of Taxes for Account Numbers R0175828, R0124483, R0041599, R0142376, and P0029110
(File approved by ELT)
- F.** Resolution to Approve Easement Purchase and Sale Agreement and Grant of Perpetual Sanitary Sewer Line Easement and Temporary Construction Easement to the City of Thornton in the Amount of 206,282.00 Dollars Received by County
(File approved by ELT)
- G.** Resolution for Final Acceptance of the Public Improvements Constructed at the RMS cranes Site, 1961 E. 64th Avenue, (Case Numbers: EGR2017-00021, SIA2018-00018, INF2018-00063, CSI2017-00014)
(File approved by ELT)
- H.** Resolution Authorizing Cancellation of Personal Property Taxes Per C.R.S. §39-10-114(2)(a)
(File approved by ELT)
- I.** Resolution Approving an Intergovernmental Agreement between Adams County and the City of Brighton Regarding Cost Sharing for the East 144th Avenue and Sable Boulevard Traffic Signal Project
(File approved by ELT)
- J.** Resolution Approving the Intergovernmental Agreement between E-470 Public Highway Authority and the County of Adams Regarding Riverdale Bluffs Open Space Trail
(File approved by ELT)
- K.** Resolution Approving the Vehicle Lease Agreement between Adams County Human Services and Via Mobility
(File approved by ELT)
- L.** Resolution for an Intergovernmental Agreement between Adams County, the Cities of Commerce City, Federal Heights, Northglenn, Thornton, Westminster, and the Town of Bennett for the Severe Weather Activation Plan (SWAP)
(File approved by ELT)
- M.** Resolution Approving an Agreement Among Adams County, Adams County Education Consortium, and One Million Degrees (OMD) for Professional Services in the Amount of 50,000 Dollars Funded by County
(File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

- 1.** Resolution Approving an Agreement between Adams County and Fruition in the Not to Exceed Amount of \$334,570.00 for the Adams County Websites Upgrade
(File approved by ELT)

B. COUNTY ATTORNEY

8. Motion to Adjourn into Executive Session Pursuant to C.R.S 24-6-402(4)(e) for the Purpose of Instructing Negotiators Regarding Economic Incentive

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

Proclamation
“Recognizing County Manager, Raymond H. Gonzales”
November 23, 2021

Whereas, Raymond H. Gonzales, a native of Adams County and a 1980 Graduate of the County’s Head Start program, began his service as Adams County Manager in April of 2017, and will leave his post in good standing from Adams County government on November 30, 2021, and;

Whereas, Ray has served in government for more than 25 years, with service in the Federal Government in Washington, D.C., and Dallas, Texas, the State of New Mexico, and City of Brighton before his arrival in Adams County, and;

Whereas, Ray has been a committed and dedicated public servant, and has worked tirelessly and cooperatively to promote the well-being of the residents and employees of Adams County, and the other communities he has served, and;

Whereas, Ray has been involved in numerous initiatives of great importance to Adams County, and has served in his role as County Manager with professionalism, integrity, humility, and compassion, and;

Whereas, during Ray’s tenure as County Manager, he has developed a positive and helpful relationship with the municipalities, utilities, and other partners.

Now, Therefore, Be It Resolved That, that the Board of County Commissioners hereby honors Raymond H. Gonzales for his long and distinguished career in government, and for his commitment, dedication, and leadership to Adams County. The Board of County Commissioners hereby expresses its appreciation for his service to our community by declaring today as Raymond H. Gonzales Day in Adams County and wishes him continued success in all future endeavors.

In witness whereof, we have set our hands and caused the seal of the county to be affixed November 23, 2021.

County of Adams
Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	820,178.84
4	Capital Facilities Fund	1,428,016.85
6	Equipment Service Fund	233,800.23
7	Stormwater Utility Fund	1,577,456.00
13	Road & Bridge Fund	824,754.78
19	Insurance Fund	420,990.22
30	Community Dev Block Grant Fund	91,253.29
31	Head Start Fund	24,325.74
34	Comm Services Blk Grant Fund	5,189.57
35	Workforce & Business Center	3,769.89
43	Colorado Air & Space Port	39,261.45
50	FLATROCK Facility Fund	475.00
		<u>5,469,471.86</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>
00008233	37193	CINA & CINA FORENSIC CONSULTIN	11/10/2021	20,600.00
00008235	51334	CREDITRON	11/10/2021	17,353.71
00008241	491215	WELLPATH LLC	11/10/2021	123,327.82
00008243	737980	WOLD ARCHITECTS AND ENGINEERS	11/10/2021	215.20
00008244	1186369	ADAMS COUNTY REGIONAL ECONOMIC	11/12/2021	125,000.00
00764823	1241496	BARBA, MORGAN	11/10/2021	375.00
00764824	1241497	BLAKE, ELIZABETH	11/10/2021	10.00
00764825	1241498	BOGAN, LUCCASSEY	11/10/2021	125.00
00764826	1241499	BRASHEAR, BRAIDYNNE	11/10/2021	125.00
00764827	1241500	CASSIDAY, KATHARINE	11/10/2021	125.00
00764828	1241501	EISENACH, JADEN	11/10/2021	25.00
00764829	1241502	EISENACH, WYATT	11/10/2021	50.00
00764830	1241503	FANKHAUSER, EMMA	11/10/2021	250.00
00764831	1241504	FANKHAUSER, TESS	11/10/2021	125.00
00764832	1241505	GOSS, CHEYANNE	11/10/2021	40.00
00764833	1241506	HIGHTOWER, ELIZABETH	11/10/2021	125.00
00764834	1241507	KIEFER, EMMY	11/10/2021	250.00
00764835	1241508	MARR, KRISTIN	11/10/2021	25.00
00764836	1241509	MASON, CARSON	11/10/2021	20.00
00764837	1241510	MAXWELL KIRKMEYER, GABRIELLE	11/10/2021	45.00
00764838	1241511	OSWALD, ELSIE	11/10/2021	30.00
00764839	1241512	PANKOSKI, KYLE	11/10/2021	30.00
00764840	1241513	PEACE, SADIE	11/10/2021	10.00
00764841	1241514	PEVLER, SYDNIE	11/10/2021	10.00
00764842	1241515	ROSELL, CALVIN	11/10/2021	70.00
00764843	1241516	SACK, JOSEPH	11/10/2021	70.00
00764844	1241517	SEELY, LOGAN	11/10/2021	75.00
00764845	1241518	SEELY, TAYLOR	11/10/2021	10.00
00764846	1241519	THOMPSON, DE'NEAY	11/10/2021	15.00
00764847	1241520	WENZEL, KELSEY	11/10/2021	30.00
00764851	91631	ADAMSON POLICE PRODUCTS	11/10/2021	188.85
00764852	12012	ALSCO AMERICAN INDUSTRIAL	11/10/2021	433.04
00764854	1240531	ANZIANO JAMIE	11/10/2021	19.00
00764855	322973	ARMORED KNIGHTS INC	11/10/2021	1,781.95
00764858	734642	AUTO MART USA	11/10/2021	19.00
00764860	1240533	B J PROPERTIES & INVESTMENTS	11/10/2021	66.00

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>
00764862	1240929	BARNETT DIANE ELIZABETH	11/10/2021	19.00
00764864	40942	BI INCORPORATED	11/10/2021	17,871.40
00764865	13160	BRIGHTON CITY OF (WATER)	11/10/2021	208.60
00764868	134826	CASA OF ADAMS & BROOMFIELD COU	11/10/2021	7,500.00
00764869	37266	CENTURY LINK	11/10/2021	85.00
00764874	252174	COLORADO COMMUNITY MEDIA	11/10/2021	552.00
00764877	255001	COPYCO QUALITY PRINTING INC	11/10/2021	750.00
00764878	42984	CORECIVIC INC	11/10/2021	8,764.56
00764879	1240926	CURTIS SCOTT ERIC	11/10/2021	19.00
00764880	163136	DEEP ROCK WATER	11/10/2021	92.41
00764882	1240925	DIEGO ARTURO	11/10/2021	19.00
00764884	1240524	DOMINGUEZ NANCY	11/10/2021	66.00
00764885	1225302	DYNAMIC RESTORATION	11/10/2021	14,766.00
00764886	35867	ELDORADO ARTESIAN SPRINGS INC	11/10/2021	66.45
00764890	47723	FEDEX	11/10/2021	38.55
00764891	197938	FIRST CALL OF COLO	11/10/2021	6,010.00
00764893	12689	GALLS LLC	11/10/2021	237.12
00764896	808845	GRONQUIST, CHRISTOPHER L	11/10/2021	65.00
00764898	14991	HELTON & WILLIAMSEN PC	11/10/2021	953.75
00764900	1240521	HURTADO LEEROY	11/10/2021	19.00
00764901	746356	J. BROWER PSYCHOLOGICAL SERVIC	11/10/2021	1,875.00
00764902	535598	JACHIMIAK PETERSON LLC	11/10/2021	3,828.00
00764903	615519	JCOR MECHANICAL INC	11/10/2021	144,073.20
00764905	1127930	JOSHUA B EPEL ESQ PLLC	11/10/2021	10,440.00
00764906	652983	K&H INTEGRATED PRINT SOLUTIONS	11/10/2021	146,596.45
00764907	1240930	KOCH TRAVIS WILLIAM	11/10/2021	19.00
00764909	40843	LANGUAGE LINE SERVICES	11/10/2021	1,230.00
00764910	1240928	LAW OFFICES OF NICHOLAS F ORTI	11/10/2021	19.00
00764911	1240927	LEWIS BRISBOIS BISGAARD AND SM	11/10/2021	19.00
00764913	580927	MASTERS VALUATION SERVICES	11/10/2021	2,450.00
00764914	637831	MCCREARY RAPHAEL	11/10/2021	65.00
00764915	1230510	MCNEILE PAPPAS PC	11/10/2021	19.00
00764916	1227729	MCNEILPAPPAS PC	11/10/2021	19.00
00764917	1039410	MECSTAT LABORATORIES	11/10/2021	195.00
00764918	871154	MEI TOTAL ELEVATOR SOLUTIONS	11/10/2021	246.58
00764919	1033585	MEXICAN CULTURAL CENTER	11/10/2021	750.00

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>
00764920	498351	NATIONAL VALUATION CONSULTANTS	11/10/2021	1,400.00
00764921	16428	NICOLETTI-FLATER ASSOCIATES	11/10/2021	548.00
00764922	13774	NORTH PECOS WATER & SANITATION	11/10/2021	41.46
00764924	1240532	OKALOOSA COUNTY CIRCUIT COURT	11/10/2021	19.00
00764925	429656	OPEX CORPORATION	11/10/2021	2,740.00
00764926	1240519	PACHECO DUANE	11/10/2021	19.00
00764927	473343	PALEO DNA	11/10/2021	756.00
00764928	2959	PEACE OFFICER STANDARDS	11/10/2021	150.00
00764929	192059	POINT SPORTS/ERGOMED	11/10/2021	180.00
00764931	837076	PSYCHOLOGICAL DIMENSIONS	11/10/2021	6,675.00
00764932	752307	RUNBECK ELECTION SERVICES INC	11/10/2021	52,500.00
00764934	574170	SCHULTZ PUBLIC AFFAIRS LLC	11/10/2021	5,416.67
00764936	1018893	SEWALD HANFLING PUBLIC AFFAIRS	11/10/2021	4,285.71
00764937	255505	SHERMAN & HOWARD LLC	11/10/2021	2,550.00
00764938	1240520	SOLIDAY AMANDA	11/10/2021	19.00
00764939	1240525	SONG CHIN UNG	11/10/2021	66.00
00764940	227044	SOUTHWESTERN PAINTING	11/10/2021	20,003.00
00764941	71946	SPRINGMAN, BRADEN, WILSON & PO	11/10/2021	19.00
00764942	25335	STANLEY CONVERGENT SECURITY S	11/10/2021	3,503.28
00764945	571405	STRASBURG FIRE PROTECTION DIST	11/10/2021	214.00
00764946	599714	SUMMIT FOOD SERVICE LLC	11/10/2021	31,702.84
00764948	1240931	TARVER LUCY	11/10/2021	19.00
00764951	319978	TONSAGER DENNIS	11/10/2021	65.00
00764952	1173806	TOP HAT FILE AND SERVE INC	11/10/2021	19.00
00764953	38221	TRANE US INC	11/10/2021	6,185.00
00764954	810316	TRELOAR TARA A	11/10/2021	65.00
00764955	1240463	TRILOGY MEDWASTE WEST LLC	11/10/2021	1,731.26
00764956	666214	TYGRETTE DEBRA R	11/10/2021	440.00
00764957	51179	UNITED PARCEL SERVICE INC	11/10/2021	40.93
00764963	28617	VERIZON WIRELESS	11/10/2021	3,122.18
00764964	1237470	VICKERS RORY CHARLES	11/10/2021	19.00
00764965	1052623	VICTORY SUPPLY LLC	11/10/2021	2,828.80
00764966	1038	WAGNER RENTS INC	11/10/2021	691.39
00764968	3550	WESTERN PAPER DISTRIBUTORS	11/10/2021	10,995.00
00764969	702804	WOLFE SANDRA KAY	11/10/2021	65.00
00764970	13822	XCEL ENERGY	11/10/2021	67.68

County of Adams
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>
			Fund Total	820,178.84

Net Warrants by Fund Detail

4Capital Facilities Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00764853	1240458	ANNETTE LEA COLMAN	11/10/2021	750.00
00764863	1239921	BENJAMIN MOLLNER	11/10/2021	750.00
00764871	1162391	CHEVO STUDIOS INC	11/10/2021	42,500.00
00764876	955030	COMCAST CABLE COMMUNICATIONS M	11/10/2021	5,104.00
00764883	1239922	DINA L FISHER	11/10/2021	750.00
00764889	33577	FCI CONSTRUCTORS INC	11/10/2021	1,368,200.35
00764895	1239923	GREGORY MARK FIELDS	11/10/2021	750.00
00764923	949999	OFFICESCAPES OF DENVER LLLP	11/10/2021	237.50
00764949	498722	THERMAL & MOISTURE PROTECTION	11/10/2021	2,075.00
00764967	1239924	WALKER FINE ART AND DESIGN	11/10/2021	6,900.00
Fund Total				1,428,016.85

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>
00764856	979430	ASBURY CO CDJR LLC	11/10/2021	102,281.00
00764888	346750	FACTORY MOTOR PARTS	11/10/2021	8,615.40
00764904	27626	JOHN ELWAY CHEVROLET	11/10/2021	116,268.75
00764930	324769	PRECISE MRM LLC	11/10/2021	5,832.00
00764933	16237	SAM HILL OIL INC	11/10/2021	803.08
			Fund Total	233,800.23

Net Warrants by Fund Detail

7Stormwater Utility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00008238	1023	MILE HIGH FLOOD DISTRICT	11/10/2021	1,500,000.00
00008239	1023	MILE HIGH FLOOD DISTRICT	11/10/2021	25,000.00
00008240	1023	MILE HIGH FLOOD DISTRICT	11/10/2021	50,000.00
00764962	1090176	UTILO LLC	11/10/2021	2,456.00
Fund Total				1,577,456.00

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>
00008236	1180246	HC PECK & ASSOCIATES INC	11/10/2021	39,338.00
00008237	1180246	HC PECK & ASSOCIATES INC	11/10/2021	161,891.00
00764849	25603	A-1 CHIPSEAL CO	11/10/2021	237,300.42
00764875	1136648	COLORADO PAVING INC	11/10/2021	248,697.23
00764908	40395	KUMAR & ASSOCIATES INC	11/10/2021	1,285.50
00764935	1184363	SCOTT CONTRACTING	11/10/2021	136,242.63
			Fund Total	824,754.78

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>
00008245	523053	TRISTAR RISK MANAGEMENT	11/12/2021	4,887.15
00008246	523053	TRISTAR RISK MANAGEMENT	11/12/2021	112,338.48
00764848	39832	4 IMPRINT INC	11/10/2021	2,793.68
00764866	726898	CA SHORT COMPANY	11/10/2021	19,423.50
00764867	419839	CAREHERE LLC	11/10/2021	280,997.41
00764892	34969	FITNESS TECH	11/10/2021	550.00
			Fund Total	420,990.22

Net Warrants by Fund Detail

30 Community Dev Block Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00008242	1142791	WGM LAND DESIGN LTD	11/10/2021	31,815.49
00764899	286794	HOUSING AUTHORITY THE CITY OF	11/10/2021	59,437.80
			Fund Total	91,253.29

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>
00764850	252050	ADAMS COUNTY HUMAN SERVICES	11/10/2021	16.32
00764859	33944	B C INTERIORS	11/10/2021	15,692.40
00764870	327914	CESCO LINGUISTIC SERVICE INC	11/10/2021	194.00
00764873	54679	COLO DEPT OF HUMAN SERVICES	11/10/2021	492.00
00764881	1052031	DFA DAIRY BRANDS CORPORATE LLC	11/10/2021	963.20
00764894	971545	GENESIS FLOOR CARE OF COLORADO	11/10/2021	3,175.00
00764947	13770	SYSCO DENVER	11/10/2021	100.35
00764958	42541	US FOODSERVICE	11/10/2021	1,788.49
00764959	42541	US FOODSERVICE	11/10/2021	71.13
00764960	42541	US FOODSERVICE	11/10/2021	1,785.43
00764961	42541	US FOODSERVICE	11/10/2021	47.42
Fund Total				24,325.74

County of Adams
Net Warrants by Fund Detail

34

Comm Services Blk Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00764897	44825	GROWING HOME INC	11/10/2021	5,189.57
Fund Total				5,189.57

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>
00764861	1239103	BARNES & NOBLE COLLEGE BOOKSEL	11/10/2021	195.93
00764887	5686	EXPRESS SERVICES INC	11/10/2021	3,573.96
Fund Total				3,769.89

Net Warrants by Fund Detail

43Colorado Air & Space Port

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00008234	709816	CITY SERVICEVALCON LLC	11/10/2021	32,900.93
00764857	80118	AT&T CORP	11/10/2021	109.65
00764872	852482	CLEARWAY ENERGY GROUP LLC	11/10/2021	3,192.91
00764912	112383	LOTTMAN OIL COMPANY	11/10/2021	1,013.00
00764943	33604	STATE OF COLORADO	11/10/2021	1,563.00
00764944	33604	STATE OF COLORADO	11/10/2021	11.38
00764971	13822	XCEL ENERGY	11/10/2021	17.74
00764972	13822	XCEL ENERGY	11/10/2021	41.54
00764973	13822	XCEL ENERGY	11/10/2021	96.35
00764974	13822	XCEL ENERGY	11/10/2021	314.95
			Fund Total	39,261.45

County of Adams
Net Warrants by Fund Detail

50

FLATROCK Facility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00764950	498722	THERMAL & MOISTURE PROTECTION	11/10/2021	475.00
Fund Total				475.00

County of Adams
Net Warrants by Fund Detail

Grand Total 5,469,471.86

County of Adams
Vendor Payment Report

<u>4</u>	<u>Capital Facilities Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CHEVO STUDIOS INC	00004	1006801	404885	11/10/2021	42,500.00
	FCI CONSTRUCTORS INC	00004	1006716	404795	11/9/2021	1,440,210.89
	THERMAL & MOISTURE PROTECTION	00004	1006788	404885	11/10/2021	2,075.00
					Account Total	1,484,785.89
	Retainages Payable					
	FCI CONSTRUCTORS INC	00004	1006716	404795	11/9/2021	72,010.54-
					Account Total	72,010.54-
					Department Total	1,412,775.35

County of Adams
Vendor Payment Report

<u>4302</u>	<u>CASP Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00043	1006587	404482	10/31/2021	17.74
					Account Total	17.74
	Telephone					
	AT&T CORP	00043	1006731	404814	11/9/2021	95.07
					Account Total	95.07
					Department Total	112.81

County of Adams
Vendor Payment Report

<u>4308</u>	<u>CASPATCT</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	AT&T CORP	00043	1006731	404814	11/9/2021	<u>7.29</u>
					Account Total	<u>7.29</u>
					Department Total	<u><u>7.29</u></u>

County of Adams
Vendor Payment Report

<u>4303</u>	<u>CASP FBO</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Misc Revenues					
	STATE OF COLORADO	00043	1006764	404825	11/9/2021	51.00-
	STATE OF COLORADO	00043	1006764	404825	11/9/2021	.70
	STATE OF COLORADO	00043	1006765	404825	11/9/2021	.37-
					Account Total	<u>50.67-</u>
					Department Total	<u><u>50.67-</u></u>

County of Adams
Vendor Payment Report

<u>4304</u>	<u>CASP Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Airport Freight					
	LOTTMAN OIL COMPANY	00043	1006738	404821	10/31/2021	5.00
					Account Total	5.00
	Gas & Electricity					
	CLEARWAY ENERGY GROUP LLC	00043	1006732	404814	11/9/2021	1,260.08
	CLEARWAY ENERGY GROUP LLC	00043	1006734	404814	11/9/2021	786.70
	CLEARWAY ENERGY GROUP LLC	00043	1006735	404814	11/9/2021	575.96
	CLEARWAY ENERGY GROUP LLC	00043	1006736	404814	11/9/2021	570.17
	XCEL ENERGY	00043	1006588	404482	10/31/2021	386.59
	XCEL ENERGY	00043	1006588	404482	10/31/2021	570.32-
	XCEL ENERGY	00043	1006588	404482	10/31/2021	225.27
	XCEL ENERGY	00043	1006589	404482	10/31/2021	38.09
	XCEL ENERGY	00043	1006589	404482	10/31/2021	58.26
	XCEL ENERGY	00043	1006590	404482	10/31/2021	651.57
	XCEL ENERGY	00043	1006590	404482	10/31/2021	107.57
	XCEL ENERGY	00043	1006590	404482	10/31/2021	444.19-
					Account Total	3,645.75
	Shop Materials					
	LOTTMAN OIL COMPANY	00043	1006738	404821	10/31/2021	549.00
	LOTTMAN OIL COMPANY	00043	1006738	404821	10/31/2021	459.00
					Account Total	1,008.00
	Telephone					
	AT&T CORP	00043	1006731	404814	11/9/2021	7.29
					Account Total	7.29
					Department Total	4,666.04

County of Adams
Vendor Payment Report

<u>43</u>	<u>Colorado Air & Space Port</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00043	1006765	404825	11/9/2021	11.75
	STATE OF COLORADO	00043	1006764	404825	11/9/2021	1,613.30
					Account Total	<u>1,625.05</u>
	Received not Vouchered Clrg					
	CITY SERVICEVALCON LLC	00043	1006854	404894	11/10/2021	32,900.93
					Account Total	<u>32,900.93</u>
					Department Total	<u><u>34,525.98</u></u>

County of Adams
Vendor Payment Report

<u>30</u>	<u>Community Dev Block Grant Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	WGM LAND DESIGN LTD	00030	1006857	404894	11/10/2021	25,741.97
	WGM LAND DESIGN LTD	00030	1006858	404894	11/10/2021	7,748.02
					Account Total	33,489.99
	Retainages Payable					
	WGM LAND DESIGN LTD	00030	1006858	404894	11/10/2021	387.40-
	WGM LAND DESIGN LTD	00030	1006857	404894	11/10/2021	1,287.10-
					Account Total	1,674.50-
					Department Total	31,815.49

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>
	Other Professional Serv					
	NATIONAL VALUATION CONSULTANTS	00001	1006682	404777	11/9/2021	<u>1,400.00</u>
					Account Total	<u>1,400.00</u>
					Department Total	<u><u>1,400.00</u></u>

County of Adams
Vendor Payment Report

<u>2031</u>	<u>County Coroner</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	CINA & CINA FORENSIC CONSULTIN	00001	1006616	404614	11/5/2021	20,600.00
					Account Total	20,600.00
	Operating Supplies					
	ELDORADO ARTESIAN SPRINGS INC	00001	1006610	404607	11/5/2021	11.00
	ELDORADO ARTESIAN SPRINGS INC	00001	1006611	404607	11/5/2021	41.95
	ELDORADO ARTESIAN SPRINGS INC	00001	1006612	404607	11/5/2021	13.50
					Account Total	66.45
	Other Professional Serv					
	FEDEX	00001	1006614	404607	11/5/2021	38.55
	FIRST CALL OF COLO	00001	1006605	404607	11/5/2021	6,010.00
	MECSTAT LABORATORIES	00001	1006609	404607	11/5/2021	195.00
	PALEO DNA	00001	1006608	404607	11/5/2021	756.00
	TRILOGY MEDWASTE WEST LLC	00001	1006606	404607	11/5/2021	1,731.26
	UNITED PARCEL SERVICE INC	00001	1006613	404607	11/5/2021	40.93
					Account Total	8,771.74
					Department Total	29,438.19

County of Adams
Vendor Payment Report

<u>1031</u>	<u>County Treasurer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Advertising					
	COLORADO COMMUNITY MEDIA	00001	1006663	404767	11/9/2021	552.00
					Account Total	552.00
	Maintenance Contracts					
	CREDITRON	00001	1006726	404810	11/9/2021	17,353.71
					Account Total	17,353.71
					Department Total	17,905.71

County of Adams
Vendor Payment Report

<u>951016</u>	<u>CSBG</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	GROWING HOME INC	00034	1006584	404477	11/4/2021	<u>5,189.57</u>
					Account Total	<u>5,189.57</u>
					Department Total	<u><u>5,189.57</u></u>

County of Adams
Vendor Payment Report

<u>6</u>	<u>Equipment Service Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ASBURY CO CDJR LLC	00006	1006783	404885	11/10/2021	34,245.00
	ASBURY CO CDJR LLC	00006	1006784	404885	11/10/2021	34,245.00
	ASBURY CO CDJR LLC	00006	1006785	404885	11/10/2021	33,791.00
	FACTORY MOTOR PARTS	00006	1006779	404885	11/10/2021	8,615.40
	JOHN ELWAY CHEVROLET	00006	1006780	404885	11/10/2021	38,756.25
	JOHN ELWAY CHEVROLET	00006	1006781	404885	11/10/2021	38,756.25
	JOHN ELWAY CHEVROLET	00006	1006782	404885	11/10/2021	38,756.25
	PRECISE MRM LLC	00006	1006792	404885	11/10/2021	5,832.00
	SAM HILL OIL INC	00006	1006778	404885	11/10/2021	803.08
					Account Total	233,800.23
					Department Total	233,800.23

County of Adams
Vendor Payment Report

<u>3165</u>	<u>Fleet/Public Works Bldg Constr</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Buildings					
	COMCAST CABLE COMMUNICATIONS M	00004	1006607	404609	11/5/2021	<u>5,104.00</u>
					Account Total	<u>5,104.00</u>
					Department Total	<u><u>5,104.00</u></u>

County of Adams
Vendor Payment Report

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Consultant Services					
	MASTERS VALUATION SERVICES	00001	1006626	404617	11/5/2021	<u>2,450.00</u>
					Account Total	<u>2,450.00</u>
					Department Total	<u><u>2,450.00</u></u>

County of Adams
Vendor Payment Report

<u>2090</u>	<u>FO - Flatrock Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	THERMAL & MOISTURE PROTECTION	00050	1006617	404617	11/5/2021	475.00
					Account Total	475.00
					Department Total	475.00

County of Adams
Vendor Payment Report

<u>1079</u>	<u>FO - Human Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	STANLEY CONVERGENT SECURITY S	00001	1006623	404617	11/5/2021	3,503.28
	TRANE US INC	00001	1006624	404617	11/5/2021	6,185.00
					Account Total	9,688.28
					Department Total	9,688.28

County of Adams
Vendor Payment Report

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	MEI TOTAL ELEVATOR SOLUTIONS	00001	1006629	404617	11/5/2021	123.29
	MEI TOTAL ELEVATOR SOLUTIONS	00001	1006630	404617	11/5/2021	123.29
					Account Total	<u>246.58</u>
					Department Total	<u><u>246.58</u></u>

County of Adams
Vendor Payment Report

<u>1062</u>	<u>FO - Other Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00001	1005835	403881	10/28/2021	<u>67.68</u>
					Account Total	<u>67.68</u>
					Department Total	<u><u>67.68</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					
	BRIGHTON CITY OF (WATER)	00001	1006627	404617	11/5/2021	<u>208.60</u>
					Account Total	<u>208.60</u>
					Department Total	<u><u>208.60</u></u>

County of Adams
Vendor Payment Report

<u>1075</u>	<u>FO - Strasburg/Whittier</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	STRASBURG FIRE PROTECTION DIST	00001	1006628	404617	11/5/2021	<u>214.00</u>
					Account Total	<u>214.00</u>
					Department Total	<u><u>214.00</u></u>

County of Adams
Vendor Payment Report

<u>3098</u>	<u>General Capital Improvements</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	OFFICESCAPES OF DENVER LLLP	00004	1006625	404617	11/5/2021	237.50
					Account Total	237.50
	Buildings					
	ANNETTE LEA COLMAN	00004	1006622	404617	11/5/2021	750.00
	BENJAMIN MOLLNER	00004	1006619	404617	11/5/2021	750.00
	DINA L FISHER	00004	1006618	404617	11/5/2021	750.00
	GREGORY MARK FIELDS	00004	1006621	404617	11/5/2021	750.00
	WALKER FINE ART AND DESIGN	00004	1006620	404617	11/5/2021	6,900.00
					Account Total	9,900.00
					Department Total	10,137.50

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ADAMSON POLICE PRODUCTS	00001	1006837	404892	11/10/2021	188.85
	ALSCO AMERICAN INDUSTRIAL	00001	1006838	404892	11/10/2021	219.74
	ALSCO AMERICAN INDUSTRIAL	00001	1006839	404892	11/10/2021	213.30
	ARMORED KNIGHTS INC	00001	1006802	404885	11/10/2021	356.39
	ARMORED KNIGHTS INC	00001	1006803	404885	11/10/2021	356.39
	ARMORED KNIGHTS INC	00001	1006803	404885	11/10/2021	356.39
	ARMORED KNIGHTS INC	00001	1006803	404885	11/10/2021	356.39
	ARMORED KNIGHTS INC	00001	1006803	404885	11/10/2021	356.39
	ARMORED KNIGHTS INC	00001	1006803	404885	11/10/2021	356.39
	BI INCORPORATED	00001	1006840	404892	11/10/2021	17,871.40
	COPYCO QUALITY PRINTING INC	00001	1006696	404795	11/9/2021	750.00
	CORECIVIC INC	00001	1006822	404892	11/10/2021	4,454.56
	CORECIVIC INC	00001	1006820	404892	11/10/2021	4,310.00
	DYNAMIC RESTORATION	00001	1006807	404885	11/10/2021	14,766.00
	GALLS LLC	00001	1006842	404892	11/10/2021	174.37
	GALLS LLC	00001	1006843	404892	11/10/2021	62.75
	HELTON & WILLIAMSEN PC	00001	1006793	404885	11/10/2021	953.75
	J. BROWER PSYCHOLOGICAL SERVIC	00001	1006841	404892	11/10/2021	1,875.00
	JACHIMIAK PETERSON LLC	00001	1006818	404892	11/10/2021	3,828.00
	JCOR MECHANICAL INC	00001	1006800	404885	11/10/2021	151,656.00
	JOSHUA B EPEL ESQ PLLC	00001	1006826	404892	11/10/2021	4,400.00
	JOSHUA B EPEL ESQ PLLC	00001	1006826	404892	11/10/2021	5,600.00
	JOSHUA B EPEL ESQ PLLC	00001	1006826	404892	11/10/2021	440.00
	K&H INTEGRATED PRINT SOLUTIONS	00001	1006776	404885	11/10/2021	146,596.45
	MEXICAN CULTURAL CENTER	00001	1006794	404885	11/10/2021	750.00
	OPEX CORPORATION	00001	1006697	404795	11/9/2021	2,740.00
	RUNBECK ELECTION SERVICES INC	00001	1006777	404885	11/10/2021	52,500.00
	SCHULTZ PUBLIC AFFAIRS LLC	00001	1006828	404892	11/10/2021	5,416.67
	SEWALD HANFLING PUBLIC AFFAIRS	00001	1006829	404892	11/10/2021	4,285.71
	SHERMAN & HOWARD LLC	00001	1006817	404892	11/10/2021	2,550.00
	SOUTHWESTERN PAINTING	00001	1006804	404885	11/10/2021	20,003.00
	SUMMIT FOOD SERVICE LLC	00001	1006845	404892	11/10/2021	27,189.82
	SUMMIT FOOD SERVICE LLC	00001	1006846	404892	11/10/2021	4,513.02
	TYGRETT DEBRA R	00001	1006847	404892	11/10/2021	440.00
	VICTORY SUPPLY LLC	00001	1006848	404892	11/10/2021	217.60
	VICTORY SUPPLY LLC	00001	1006849	404892	11/10/2021	2,611.20

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>
	WAGNER RENTS INC	00001	1006844	404885	11/10/2021	583.10
	WAGNER RENTS INC	00001	1006844	404885	11/10/2021	108.29
	WELLPATH LLC	00001	1006855	404894	11/10/2021	1,141.03
	WELLPATH LLC	00001	1006856	404894	11/10/2021	122,186.79
	WESTERN PAPER DISTRIBUTORS	00001	1006850	404892	11/10/2021	10,995.00
	WOLD ARCHITECTS AND ENGINEERS	00001	1006859	404894	11/10/2021	215.20
					Account Total	<u>618,588.55</u>
	Retainages Payable					
	JCOR MECHANICAL INC	00001	1006800	404885	11/10/2021	7,582.80-
					Account Total	<u>7,582.80-</u>
					Department Total	<u><u>611,005.75</u></u>

County of Adams
Vendor Payment Report

<u>9252</u>	<u>GF- Admin/Org Support</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	ADAMS COUNTY REGIONAL ECONOMIC	00001	1006874	404900	11/10/2021	<u>125,000.00</u>
					Account Total	<u>125,000.00</u>
					Department Total	<u><u>125,000.00</u></u>

County of Adams
Vendor Payment Report

<u>31</u>	<u>Head Start Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CESCO LINGUISTIC SERVICE INC	00031	1006787	404885	11/10/2021	194.00
	DFA DAIRY BRANDS CORPORATE LLC	00031	1006808	404885	11/10/2021	90.30
	DFA DAIRY BRANDS CORPORATE LLC	00031	1006809	404885	11/10/2021	60.20
	DFA DAIRY BRANDS CORPORATE LLC	00031	1006810	404885	11/10/2021	60.20
	DFA DAIRY BRANDS CORPORATE LLC	00031	1006811	404885	11/10/2021	60.20
	DFA DAIRY BRANDS CORPORATE LLC	00031	1006812	404885	11/10/2021	75.25
	DFA DAIRY BRANDS CORPORATE LLC	00031	1006813	404885	11/10/2021	30.10
	DFA DAIRY BRANDS CORPORATE LLC	00031	1006814	404885	11/10/2021	30.10
	DFA DAIRY BRANDS CORPORATE LLC	00031	1006815	404885	11/10/2021	45.15
	DFA DAIRY BRANDS CORPORATE LLC	00031	1006816	404885	11/10/2021	45.15
	DFA DAIRY BRANDS CORPORATE LLC	00031	1006819	404885	11/10/2021	30.10
	DFA DAIRY BRANDS CORPORATE LLC	00031	1006821	404885	11/10/2021	135.45
	DFA DAIRY BRANDS CORPORATE LLC	00031	1006830	404885	11/10/2021	15.05
	DFA DAIRY BRANDS CORPORATE LLC	00031	1006827	404885	11/10/2021	30.10
	DFA DAIRY BRANDS CORPORATE LLC	00031	1006823	404885	11/10/2021	30.10
	DFA DAIRY BRANDS CORPORATE LLC	00031	1006825	404885	11/10/2021	45.15
	DFA DAIRY BRANDS CORPORATE LLC	00031	1006833	404885	11/10/2021	90.30
	DFA DAIRY BRANDS CORPORATE LLC	00031	1006834	404885	11/10/2021	90.30
	GENESIS FLOOR CARE OF COLORADO	00031	1006791	404885	11/10/2021	3,175.00
	SYSCO DENVER	00031	1006836	404892	11/10/2021	100.35
	US FOODSERVICE	00031	1006835	404892	11/10/2021	47.42
	US FOODSERVICE	00031	1006832	404892	11/10/2021	1,785.43
	US FOODSERVICE	00031	1006805	404885	11/10/2021	1,788.49
	US FOODSERVICE	00031	1006806	404885	11/10/2021	71.13
					Account Total	8,125.02
					Department Total	8,125.02

County of Adams
Vendor Payment Report

<u>935122</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Licenses and Fees					
	COLO DEPT OF HUMAN SERVICES	00031	1006660	404707	11/8/2021	492.00
					Account Total	<u>492.00</u>
	Office Furniture					
	B C INTERIORS	00031	1006658	404707	11/8/2021	8,143.96
	B C INTERIORS	00031	1006659	404707	11/8/2021	7,548.44
					Account Total	<u>15,692.40</u>
	Postage & Freight					
	ADAMS COUNTY HUMAN SERVICES	00031	1006657	404707	11/8/2021	16.32
					Account Total	<u>16.32</u>
					Department Total	<u><u>16,200.72</u></u>

County of Adams
Vendor Payment Report

<u>961018</u>	<u>HOME 2018 / 2019</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	HOUSING AUTHORITY THE CITY OF	00030	1006416	404391	11/3/2021	18,943.80
	HOUSING AUTHORITY THE CITY OF	00030	1006417	404392	11/3/2021	40,494.00
					Account Total	59,437.80
					Department Total	59,437.80

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>
	Special Events					
	4 IMPRINT INC	00019	1006769	404879	11/10/2021	<u>2,793.68</u>
					Account Total	<u>2,793.68</u>
					Department Total	<u><u>2,793.68</u></u>

County of Adams
Vendor Payment Report

<u>19</u>	<u>Insurance Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CA SHORT COMPANY	00019	1006824	404892	11/10/2021	19,423.50
	CAREHERE LLC	00019	1006860	404895	11/10/2021	43,733.06
	CAREHERE LLC	00019	1006861	404895	11/10/2021	20,414.76
	CAREHERE LLC	00019	1006862	404895	11/10/2021	14,314.80
	CAREHERE LLC	00019	1006863	404895	11/10/2021	10,971.00
	CAREHERE LLC	00019	1006863	404895	11/10/2021	9,216.00
	CAREHERE LLC	00019	1006864	404895	11/10/2021	10,971.00
	CAREHERE LLC	00019	1006864	404895	11/10/2021	9,216.00
	CAREHERE LLC	00019	1006866	404895	11/10/2021	10,821.50
	CAREHERE LLC	00019	1006866	404895	11/10/2021	9,180.00
	CAREHERE LLC	00019	1006867	404895	11/10/2021	10,821.50
	CAREHERE LLC	00019	1006867	404895	11/10/2021	9,180.00
	CAREHERE LLC	00019	1006868	404895	11/10/2021	10,764.00
	CAREHERE LLC	00019	1006868	404895	11/10/2021	9,117.00
	CAREHERE LLC	00019	1006869	404895	11/10/2021	10,764.00
	CAREHERE LLC	00019	1006869	404895	11/10/2021	9,117.00
	CAREHERE LLC	00019	1006719	404795	11/9/2021	48,447.55
	CAREHERE LLC	00019	1006720	404795	11/9/2021	33,948.24
	FITNESS TECH	00019	1006831	404892	11/10/2021	550.00
					Account Total	300,970.91
					Department Total	300,970.91

County of Adams
Vendor Payment Report

<u>8617</u>	<u>Insurance- Workers Comp</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Workers Compensation					
	TRISTAR RISK MANAGEMENT	00019	1006661	404766	11/9/2021	4,887.15
	TRISTAR RISK MANAGEMENT	00019	1006662	404766	11/9/2021	112,338.48
					Account Total	117,225.63
					Department Total	117,225.63

County of Adams
Vendor Payment Report

<u>5010</u>	<u>PKS- Fair</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Fair Expenses-General					
	BARBA, MORGAN	00001	1006739	404823	11/9/2021	375.00
	BLAKE, ELIZABETH	00001	1006740	404823	11/9/2021	10.00
	BOGAN, LUCCASSEY	00001	1006741	404823	11/9/2021	125.00
	BRASHEAR, BRAIDYNNE	00001	1006742	404823	11/9/2021	125.00
	CASSIDAY, KATHARINE	00001	1006743	404823	11/9/2021	125.00
	EISENACH, JADEN	00001	1006744	404823	11/9/2021	25.00
	EISENACH, WYATT	00001	1006745	404823	11/9/2021	50.00
	FANKHAUSER, EMMA	00001	1006746	404823	11/9/2021	250.00
	FANKHAUSER, TESS	00001	1006747	404823	11/9/2021	125.00
	GOSS, CHEYANNE	00001	1006748	404823	11/9/2021	40.00
	HIGHTOWER, ELIZABETH	00001	1006749	404823	11/9/2021	125.00
	KIEFER, EMMY	00001	1006750	404823	11/9/2021	250.00
	MARR, KRISTIN	00001	1006751	404823	11/9/2021	25.00
	MASON, CARSON	00001	1006752	404823	11/9/2021	20.00
	MAXWELL KIRKMEYER, GABRIELLE	00001	1006753	404823	11/9/2021	45.00
	OSWALD, ELSIE	00001	1006754	404823	11/9/2021	30.00
	PANKOSKI, KYLE	00001	1006755	404823	11/9/2021	30.00
	PEACE, SADIE	00001	1006756	404823	11/9/2021	10.00
	PEVLER, SYDNE	00001	1006757	404823	11/9/2021	10.00
	ROSELL, CALVIN	00001	1006758	404823	11/9/2021	70.00
	SACK, JOSEPH	00001	1006759	404823	11/9/2021	70.00
	SEELY, LOGAN	00001	1006760	404823	11/9/2021	75.00
	SEELY, TAYLOR	00001	1006761	404823	11/9/2021	10.00
	THOMPSON, DE'NEAY	00001	1006762	404823	11/9/2021	15.00
	WENZEL, KELSEY	00001	1006763	404823	11/9/2021	30.00
					Account Total	2,065.00
					Department Total	2,065.00

County of Adams
Vendor Payment Report

<u>5016</u>	<u>PKS- Trail Ranger Patrol</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	NORTH PECOS WATER & SANITATION	00001	1006615	404611	11/5/2021	41.46
					Account Total	41.46
					Department Total	41.46

County of Adams
Vendor Payment Report

<u>1089</u>	<u>PLN- Boards & Commissions</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	GRONQUIST, CHRISTOPHER L	00001	1006601	404582	11/5/2021	65.00
	MCCREARY RAPHAEL	00001	1006597	404582	11/5/2021	65.00
	TONSAGER DENNIS	00001	1006600	404582	11/5/2021	65.00
	TRELOAR TARA A	00001	1006599	404582	11/5/2021	65.00
	WOLFE SANDRA KAY	00001	1006598	404582	11/5/2021	65.00
					Account Total	325.00
					Department Total	325.00

County of Adams
Vendor Payment Report

<u>3056</u>	<u>PW - Capital Improvement Plan</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Land					
	HC PECK & ASSOCIATES INC	00013	1006635	404695	11/8/2021	39,338.00
	HC PECK & ASSOCIATES INC	00013	1006679	404773	11/9/2021	161,891.00
					Account Total	201,229.00
					Department Total	201,229.00

County of Adams
Vendor Payment Report

<u>97755</u>	<u>Recover CO Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Clnt Trng-Books					
	BARNES & NOBLE COLLEGE BOOKSEL	00035	1006266	403881	11/2/2021	195.93
					Account Total	195.93
					Department Total	195.93

County of Adams
Vendor Payment Report

<u>13</u>	<u>Road & Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	A-1 CHIPSEAL CO	00013	1006775	404885	11/10/2021	237,300.42
	COLORADO PAVING INC	00013	1006795	404885	11/10/2021	164,819.71
	COLORADO PAVING INC	00013	1006795	404885	11/10/2021	96,966.85
	KUMAR & ASSOCIATES INC	00013	1006789	404885	11/10/2021	1,285.50
	SCOTT CONTRACTING	00013	1006699	404795	11/9/2021	.30
	SCOTT CONTRACTING	00013	1006699	404795	11/9/2021	143,413.00
					Account Total	643,785.78
	Retainages Payable					
	COLORADO PAVING INC	00013	1006795	404885	11/10/2021	4,848.34-
	COLORADO PAVING INC	00013	1006795	404885	11/10/2021	8,240.99-
	SCOTT CONTRACTING	00013	1006699	404795	11/9/2021	.02-
	SCOTT CONTRACTING	00013	1006699	404795	11/9/2021	7,170.65-
					Account Total	20,260.00-
					Department Total	623,525.78

County of Adams
Vendor Payment Report

<u>2008</u>	<u>SHF - Training Academy</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	PEACE OFFICER STANDARDS	00001	1006666	404769	11/9/2021	150.00
					Account Total	150.00
	Other Communications					
	VERIZON WIRELESS	00001	1006674	404769	11/9/2021	119.04
					Account Total	119.04
					Department Total	269.04

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>
	Contract Employment					
	NICOLETTI-FLATER ASSOCIATES	00001	1006675	404769	11/9/2021	548.00
					Account Total	548.00
	Operating Supplies					
	DEEP ROCK WATER	00001	1006671	404769	11/9/2021	92.41
					Account Total	92.41
	Other Communications					
	VERIZON WIRELESS	00001	1006674	404769	11/9/2021	1,094.67
					Account Total	1,094.67
	Other Professional Serv					
	POINT SPORTS/ERGOMED	00001	1006668	404769	11/9/2021	180.00
	PSYCHOLOGICAL DIMENSIONS	00001	1006672	404769	11/9/2021	6,675.00
					Account Total	6,855.00
	Public Relations					
	CASA OF ADAMS & BROOMFIELD COU	00001	1006669	404769	11/9/2021	7,500.00
					Account Total	7,500.00
					Department Total	16,090.08

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	1006674	404769	11/9/2021	445.05
					Account Total	445.05
	Sheriff's Fees					
	ANZIANO JAMIE	00001	1006644	404701	11/8/2021	19.00
	AUTO MART USA	00001	1006648	404701	11/8/2021	19.00
	B J PROPERTIES & INVESTMENTS	00001	1006646	404701	11/8/2021	66.00
	BARNETT DIANE ELIZABETH	00001	1006654	404701	11/8/2021	19.00
	CURTIS SCOTT ERIC	00001	1006651	404701	11/8/2021	19.00
	DIEGO ARTURO	00001	1006650	404701	11/8/2021	19.00
	DOMINGUEZ NANCY	00001	1006642	404701	11/8/2021	66.00
	HURTADO LEEROY	00001	1006641	404701	11/8/2021	19.00
	KOCH TRAVIS WILLIAM	00001	1006655	404701	11/8/2021	19.00
	LAW OFFICES OF NICHOLAS F ORTI	00001	1006653	404701	11/8/2021	19.00
	LEWIS BRISBOIS BISGAARD AND SM	00001	1006652	404701	11/8/2021	19.00
	MCNEILE PAPPAS PC	00001	1006647	404701	11/8/2021	19.00
	MCNEILPAPPAS PC	00001	1006593	404489	11/4/2021	19.00
	OKALOOSA COUNTY CIRCUIT COURT	00001	1006645	404701	11/8/2021	19.00
	PACHECO DUANE	00001	1006639	404701	11/8/2021	19.00
	SOLIDAY AMANDA	00001	1006640	404701	11/8/2021	19.00
	SONG CHIN UNG	00001	1006643	404701	11/8/2021	66.00
	SPRINGMAN, BRADEN, WILSON & PO	00001	1006591	404489	11/4/2021	19.00
	TARVER LUCY	00001	1006656	404701	11/8/2021	19.00
	TOP HAT FILE AND SERVE INC	00001	1006592	404489	11/4/2021	19.00
	VICKERS RORY CHARLES	00001	1006649	404701	11/8/2021	19.00
					Account Total	540.00
					Department Total	985.05

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	1006673	404769	11/9/2021	186.96
					Account Total	186.96
	Other Communications					
	CENTURY LINK	00001	1006665	404769	11/9/2021	85.00
	VERIZON WIRELESS	00001	1006674	404769	11/9/2021	40.01
					Account Total	125.01
					Department Total	311.97

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	1006673	404769	11/9/2021	678.96
					Account Total	678.96
	Other Communications					
	VERIZON WIRELESS	00001	1006674	404769	11/9/2021	408.30
					Account Total	408.30
					Department Total	1,087.26

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	1006674	404769	11/9/2021	<u>30.43</u>
					Account Total	<u>30.43</u>
					Department Total	<u><u>30.43</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	1006674	404769	11/9/2021	171.74
					Account Total	171.74
					Department Total	171.74

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	1006673	404769	11/9/2021	<u>270.60</u>
					Account Total	<u>270.60</u>
	Other Communications					
	VERIZON WIRELESS	00001	1006674	404769	11/9/2021	<u>456.97</u>
					Account Total	<u>456.97</u>
					Department Total	<u><u>727.57</u></u>

County of Adams
Vendor Payment Report

<u>2018</u>	<u>SHF- Records/Warrants Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	1006673	404769	11/9/2021	93.48
					Account Total	93.48
	Other Communications					
	VERIZON WIRELESS	00001	1006674	404769	11/9/2021	40.01
					Account Total	40.01
					Department Total	133.49

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	1006674	404769	11/9/2021	<u>315.96</u>
					Account Total	<u>315.96</u>
					Department Total	<u><u>315.96</u></u>

County of Adams
Vendor Payment Report

<u>3704</u>	<u>Stormwater CIP</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Drainage Water Sewer					
	MILE HIGH FLOOD DISTRICT	00007	1006538	404460	11/4/2021	<u>1,500,000.00</u>
					Account Total	<u>1,500,000.00</u>
					Department Total	<u><u>1,500,000.00</u></u>

County of Adams
Vendor Payment Report

<u>3703</u>	<u>Stormwater Drainage Master</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	MILE HIGH FLOOD DISTRICT	00007	1006576	404464	11/4/2021	25,000.00
	MILE HIGH FLOOD DISTRICT	00007	1006631	404626	11/5/2021	50,000.00
					Account Total	<u>75,000.00</u>
					Department Total	<u><u>75,000.00</u></u>

County of Adams
Vendor Payment Report

<u>7</u>	<u>Stormwater Utility Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg UTILO LLC	00007	1006790	404885	11/10/2021	<u>2,456.00</u>
					Account Total	<u>2,456.00</u>
					Department Total	<u><u>2,456.00</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 Cllrg EXPRESS SERVICES INC	00035	1006798	404885	11/10/2021	<u>3,573.96</u>
					Account Total	<u>3,573.96</u>
					Department Total	<u><u>3,573.96</u></u>

County of Adams
Vendor Payment Report

Grand Total 5,469,471.86



**Board of County Commissioners
Minutes of Commissioners' Proceedings**

Eva J. Henry - District #1
Charles "Chaz" Tedesco - District #2
Emma Pinter - District #3
Steve O'Doriso - District #4
Lynn Baca - District #5

**Tuesday
November 16, 2021
9:30 AM**

1. ROLL CALL

Rollcall

Present: 3 - Commissioner Tedesco, Commissioner Pinter, and Commissioner O'Doriso
Excused: 2 - Commissioner Henry, and Commissioner Baca

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

A motion was made by Commissioner Pinter, seconded by Commissioner O'Doriso, that this Agenda be approved. The motion carried by the following vote:

Aye: 3 - Commissioner Tedesco, Commissioner Pinter, and Commissioner O'Doriso

4. AWARDS AND PRESENTATIONS

- A.** 2021 Government Finance Officers Association (GFOA) Budget Award Presentation

5. PUBLIC COMMENT

A. Citizen Communication

During this portion of the meeting, the board will hear public comment. The Chair will determine how much time is reserved for public comment and how much time is permitted for each speaker.

B. Elected Officials' Communication

6. CONSENT CALENDAR

A motion was made by Commissioner O'Dorisio, seconded by Commissioner Pinter, that this Consent Calendar be approved. The motion carried by the following vote:

Aye: 3 - Commissioner Tedesco, Commissioner Pinter, and Commissioner O'Dorisio

- A.** List of Expenditures Under the Dates of November 1-5, 2021
- B.** Minutes of the Commissioners' Proceedings from November 9, 2021
- C.** Resolution Approving Land Lease Agreement between Adams County and HG Hangar One, LLC for Property Located at the Colorado Air and Space Port in the Amount of \$10,372.32 Dollars Received by County in First Year
(File approved by ELT)
- D.** Resolution Approving Certification of Need for Provision of Health Care Services Pursuant to C.R.S. 39-3-111.5
(File approved by ELT)
- E.** Resolution Approving Land Lease Agreement between Adams County and HG Hangar One, LLC for Property Located at the Colorado Air and Space Port in the Amount of \$18,252.00 Dollars Received by County in the First Year
(File approved by ELT)
- F.** Resolution Regarding Defense and Indemnification of Richard Reigenborn, Ian Austin, Ryan McCarthy, Sara Hanson, Andrew Smolinski, Andrew McCormick, Leroy Olivias, and JD Cordova as Defendants Pursuant to C.R.S. § 24-10-101, Et Seq.
(File approved by ELT)
- G.** Resolution Accepting Warranty Deed Conveying Property from 100th Way, LLC, to Adams County for Right-of-Way Purposes in the Amount of 9,934.00 Dollars
(File approved by ELT)
- H.** Resolution Accepting Warranty Deed Conveying Property from David M. Hamai and Khristina L. Hamai to Adams County for Right-of-Way Purposes in the Amount of 58,670.00 Dollars
(File approved by ELT)
- I.** Resolution Accepting Warranty Deed Conveying Property from James Stewart to Adams County for Right-of-Way Purposes in the Amount of 47,174.00 Dollars
(File approved by ELT)

- J.** Resolution Accepting Warranty Deed Conveying Property from Theodore G. Castillo to Adams County for Right-of-Way Purposes in the Amount of 104,700.00 Dollars
(File approved by ELT)
- K.** Resolution Approving Brighton Crossing Metropolitan District No. 7 Request to Exercise Eminent Domain Authority
(File approved by ELT)
- L.** Resolution Granting Signature Authority to the Budget & Finance Director and the Deputy Budget Director for the Certification of Mill Levy Report Submitted to the Various State Entities Starting December 2021
(File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

- 1.** Resolution Approving Expenditures and Revenues for Each Fund and Adopting a Budget for Adams County, State of Colorado, for the Calendar Year Beginning on the First Day of January 2022 and Ending on the Last Day of December 2022
(File approved by ELT)
A motion was made by Commissioner O'Dorisio, seconded by Commissioner Pinter, that this Resolution be approved. The motion carried by the following vote:

Aye: 3 - Commissioner Tedesco, Commissioner Pinter, and Commissioner O'Dorisio

- 2.** Resolution Appropriating Sums of Money to the Various Funds in the Amounts and for the Purposes as Set Forth Below, for the County of Adams, State of Colorado for the Calendar Year Beginning on the First Day of January 2022 and Ending on the Last Day of December 2022
(File approved by ELT)
A motion was made by Commissioner O'Dorisio, seconded by Commissioner Pinter, that this Resolution be approved. The motion carried by the following vote:

Aye: 3 - Commissioner Tedesco, Commissioner Pinter, and Commissioner O'Dorisio

3. Resolution Approving the Certification of Mill Levies for the Calendar Year Beginning on the First Day of January 2022 and Ending on the Last Day of December 2022
(File approved by ELT)
A motion was made by Commissioner O'Dorisio, seconded by Commissioner Pinter, that this Resolution be approved. The motion carried by the following vote:

Aye: 3 - Commissioner Tedesco, Commissioner Pinter, and Commissioner O'Dorisio
4. Resolution Approving Adams County 2021 Fee Schedule for the Calendar Year Beginning on the First Day of January 2022 and Ending on the Last Day of December 2022
(File approved by ELT)
A motion was made by Commissioner O'Dorisio, seconded by Commissioner Pinter, that this Resolution be approved. The motion carried by the following vote:

Aye: 3 - Commissioner Tedesco, Commissioner Pinter, and Commissioner O'Dorisio
5. Resolution Approving Amendment One in the Amount of \$1,150,000.00 to the Agreement between Adams County and K&H Election Services Solutions for Ballot Printing Services
(File approved by ELT)
A motion was made by Commissioner O'Dorisio, seconded by Commissioner Pinter, that this New Business be approved. The motion carried by the following vote:

Aye: 3 - Commissioner Tedesco, Commissioner Pinter, and Commissioner O'Dorisio
6. Resolution Approving an Agreement between Adams County and Specialized Alternatives for Families and Youth of Colorado, Inc., in the Amount of \$199,641.00 for the Homes for Hope Foster Care Project
(File approved by ELT)
A motion was made by Commissioner Pinter, seconded by Commissioner O'Dorisio, that this New Business be approved. The motion carried by the following vote:

Aye: 3 - Commissioner Tedesco, Commissioner Pinter, and Commissioner O'Dorisio

7. Resolution Approving an Agreement between Adams County and FCI Constructors, Inc., in the Amount of \$3,000.00 for Construction Manager General Contractor Services for the Adams County District Attorney Building Project

(File approved by ELT)

A motion was made by Commissioner O'Dorisio, seconded by Commissioner Pinter, that this New Business be approved. The motion carried by the following vote:

Aye: 3 - Commissioner Tedesco, Commissioner Pinter, and Commissioner O'Dorisio

8. Resolution Approving Amendment Three in the Amount of \$139,860.00 to the Agreement between Adams County and CliftonAllenLarson for External Audit Services

(File approved by ELT)

A motion was made by Commissioner O'Dorisio, seconded by Commissioner Pinter, that this New Business be approved. The motion carried by the following vote:

Aye: 3 - Commissioner Tedesco, Commissioner Pinter, and Commissioner O'Dorisio

B. COUNTY ATTORNEY

8. **Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Instructing Negotiators Regarding Soma and Culpepper Cases**

A motion was made by Commissioner O'Dorisio, seconded by Commissioner Pinter, that this Executive Session be approved. The motion carried by the following vote:

Aye: 3 - Commissioner Tedesco, Commissioner Pinter, and Commissioner O'Dorisio

9. LAND USE HEARINGS

A. Cases to be Heard

1. RCU2020-00036 Potomac Boat & RV Storage

(File approved by ELT)

A motion was made by Commissioner Pinter, seconded by Commissioner O'Dorisio, that this Land Use Hearing be continued to February 1, 2022. The motion carried by the following vote:

Aye: 3 - Commissioner Tedesco, Commissioner Pinter, and Commissioner O'Dorisio

10. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 23, 2021
SUBJECT: Acceptance of Permanent Drainage Easement from NF Denver LLC
FROM: Jenni Grafton Hall, Director; Matt Emmens, Senior Civil Engineer; David Dittmer, Right-of-Way Agent
AGENCY/DEPARTMENT: Community and 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 dedication of a Permanent Drainage Easement to be constructed by the Owner as described in Exhibit "A and B". These public improvements consist of a permanent drainage easement for a storm water detention location.

BACKGROUND:

The owner of the property, NF Denver LLC, located in the Northeast Quarter of Section 35, Township 3 South, Range 64 West, of the 6th P.M., known as vacant land in Adams County, is required to provide a permanent storm water drainage easement for grading, infill permits and future building permits.

The subject request is consistent with the requirement for approval of an Engineering Review, grading review. In addition, staff reviewed the engineering plans and grading permit and determined that the proposed improvements conform to the requirements outlined in the County's Development Standards and Regulations.

The Department of Community and Economic Development also reviewed construction documents associated with the development. Final acceptance of the project is contingent upon approval of the permanent drainage easement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office
Adams County Public Works

ATTACHED DOCUMENTS:

Executed Drainage Easement
Planning Commission Approved Resolution

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A PERMANENT DRAINAGE EASEMENT FROM NF DENVER LLC
TO ADAMS COUNTY FOR A STORM WATER DRAINAGE PURPOSES

Resolution 2021-905

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting a Permanent Drainage Easement from NF Denver LLC, for property located in the Southwest Quarter of Section 35, Township 3 South, Range 64 West of the 6th Principal Meridian as described in the attached Permanent Drainage Easement; and,

WHEREAS, this Permanent Drainage Easement is in conjunction with an engineering review and building permit; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 28th day of October 2021, the Planning Commission recommended that the Board of County Commissioners accept said Permanent Drainage Easement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Permanent Drainage Easement from NF Denver LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That NF Denver LLC, a Texas limited liability company, whose legal address is 5005 Riverway Drive, Suite 150, Houston, TX 77056 hereinafter called "Grantor", for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms hereof, does hereby grant, bargain, and convey to the COUNTY OF ADAMS, STATE OF COLORADO, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter "County", its successors and assigns, a non-exclusive permanent storm water drainage easement for the purpose of maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, detention basins, catch grates, maintenance roads, etc. (the "Drainage Facilities"), said easement to be used by County solely in the event Grantor fails to maintain such Drainage Facilities, together with lateral and subjacent support thereto as may from time to time be required on, over, across, and through the following described land to wit:

Legal descriptions for two tracts of land, as set forth in Exhibit A and Exhibit B, attached hereto and incorporated herein by this reference (the "Drainage Easement Tracts").

Together with the right to ingress and egress over and across the land of Grantor by means of roads and lanes thereon if such there be; otherwise by such route as shall cause the least practical damage and inconvenience to the Grantor.

Grantor shall be responsible for the initial cost of construction of the Drainage Facilities and shall maintain the Drainage Facilities at its sole cost and expense in a first-class state of repair. If Grantor fails to maintain the Drainage Facilities, the County shall give Grantor written notice specifying the repairs and maintenance which need to be performed. If Grantor fails to commence such repairs and maintenance within thirty (30) days following receipt of such written notice, the County shall have the right, after expiration of such 30 day period, to perform such maintenance or repairs of the Drainage Facilities and Grantor shall reimburse the County the actual costs incurred by the County within 30 days of receiving the County's invoice.

Grantor reserves the right to use and enjoy the land covered by the Drainage Easement Tracts for any purposes, except to the extent such use and enjoyment unreasonably interferes with the rights herein granted to the County.

In further consideration hereof, Grantor covenants and agrees that no permanent buildings or structures will be placed, erected, installed, or permitted upon the Drainage Easement Tracts that will cause any obstructions to prevent the proper maintenance

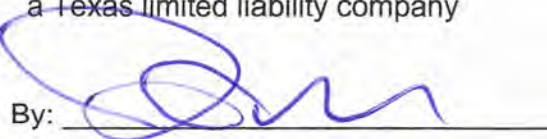
and use of the Drainage Facilities. The Grantor further covenants and agrees that said drainage easement shall remain as a grass lined swale and is not to be modified in any manner except by approval by the County.

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

[signature page follows]

IN WITNESS WHEREOF, Grantor has hereto set his hand on this 17th day of September, 2021.

NF DENVER LLC,
a Texas limited liability company

By: 
James F. Nelson, III, President

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 17th day of September, 2021 by James F. Nelson, III, as President of NF Denver LLC, a Texas limited liability company.

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


Notary Public

My commission expires: 10/7/2021

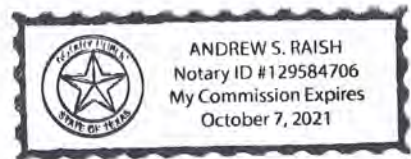


EXHIBIT A
DRAINAGE EASEMENT TRACT
(Western)

A strip of land, 30.00 feet in width for easement purposes, being a part of Lot 11, Rocky Mountain Rail Park Filing No. 1 as recorded January 7, 2021 as Reception No. 2021000002091 of the Records of Adams County, located in the Northeast Quarter (NE1/4) of Section Thirty-five (35), Township Three South (T.3S.), Range Sixty-four West (R.64W.) of the Sixth Principal Meridian (6th P.M.), County of Adams, State of Colorado, and being more particularly described as follows:

COMMENCING at the Eastern most Northeast corner of said Lot 11 and assuming the Eastern most East line of said Lot 11 as bearing South 00°01'58" West a distance of 1596.19 feet with all other bearings contained herein relative thereto;

THENCE South 00°01'58" West along said East line a distance of 53.33 feet;

THENCE North 89°58'02" West a distance of 158.70 feet to the **POINT OF BEGINNING**;

THENCE South 00°15'59" West a distance of 30.00 feet;

THENCE North 89°44'01" West a distance of 26.83 feet to a Point of Curvature (PC);

THENCE along the arc of a curve concave to the Northeast a distance of 93.07 feet, said curve has a Radius of 270.00 feet, a Delta of 19°45'00" and is subtended by a Chord that bears North 79°51'31" West a distance of 92.61 to a Point of Reverse Curvature (PRC);

THENCE along the arc of a curve concave to the Southwest a distance of 82.73 feet, said curve has a Radius of 240.00 feet, a Delta of 19°45'00" and is subtended by a Chord that bears North 79°51'31" West a distance of 82.32 feet to a Point of Tangency (PT);

THENCE North 89°43'55" West a distance of 554.81 feet;

THENCE South 89°01'45" West a distance of 1263.48 feet;

THENCE North 00°58'15" West a distance of 30.00 feet;

THENCE North 89°01'45" East a distance of 1263.80 feet;

THENCE South 89°43'55" East a distance of 555.14 feet to a PC;

THENCE along the arc of a curve concave to the Southwest a distance of 93.07 feet, said curve has a Radius of 270.00 feet, a Delta of 19°45'00" and is subtended by a Chord that bears South 79°51'31" East a distance of 92.61 feet to a PRC;

THENCE along the arc of a curve concave to the Northeast a distance of 82.73 feet, said curve has a Radius of 240.00 feet, a Delta of 19°45'00" and is subtended by a Chord that bears South 79°51'31" East a distance of 82.32 feet to a PT;

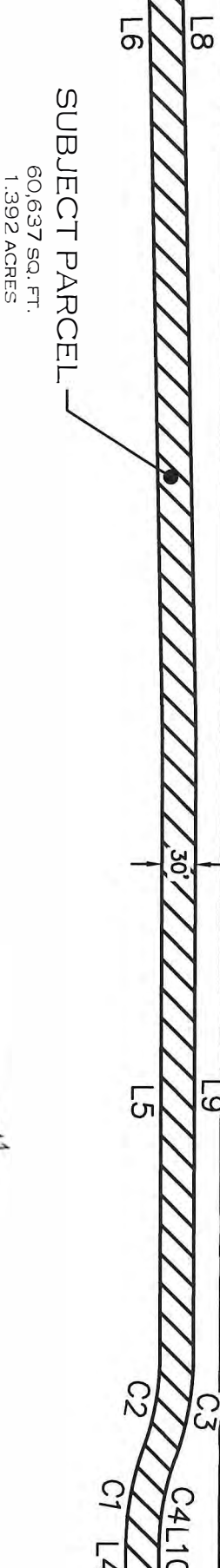
THENCE South 89°44'01" East a distance of 26.83 feet to the **POINT OF BEGINNING**;

Said described parcel of land contains 60,637 Square Feet or **1.392 Acres**, more or less (±).

EXHIBIT A



PORTION OF LOT 11
ROCKY MOUNTAIN RAIL
PARK FILING 1
REC. NO. 2021000002091



PORTION OF LOT 11
ROCKY MOUNTAIN RAIL
PARK FILING 1
REC. NO. 2021000002091

EASTERN MOST NORTHEAST
CORNER LOT 11, ROCKY MOUNTAIN
RAIL PARK FILING NO. 1
POINT OF COMMENCEMENT

TRACT J
ROCKY MOUNTAIN RAIL
PARK FILING 1

TRACT K
ROCKY MOUNTAIN RAIL
PARK FILING 1
REC. NO. 2021000002091

(BASIS OF BEARING)
S00°01'58"W 1596.19'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	93.07'	270.00'	19°45'00"	92.61'	N79°51'31"W
C2	82.73'	240.00'	19°45'00"	82.32'	N79°51'31"W
C3	93.07'	270.00'	19°45'00"	92.61'	S79°51'31"E
C4	82.73'	240.00'	19°45'00"	82.32'	S79°51'31"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°01'58"W	53.33'
L2	N89°58'02"W	158.70'
L3	S00°15'59"W	30.00'
L4	N89°44'01"W	26.83'
L5	N89°43'55"W	554.81'
L6	S89°01'45"W	1263.48'
L7	N00°58'15"W	30.00'
L8	N89°01'45"E	1263.80'
L9	S89°43'55"E	555.14'
L10	S89°44'01"E	26.83'



Ronnie L. Edwards, PLS 38480
On behalf of Majestic Surveying, LLC

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (CRS 13-80-105)

PROJECT NO: 2020414EXH
DATE: 8/24/2021
CLIENT: NF DENVER, LLC
SCALE: 1"=150'

EXHIBIT B
DRAINAGE EASEMENT TRACT
(Eastern)

A strip of land, 30.00 feet in width for easement purposes, being a part of Lot 11, Rocky Mountain Rail Park Filing No. 1 as recorded January 7, 2021 as Reception No. 2021000002091 of the Records of Adams County, located in the Northeast Quarter (NE1/4) of Section Thirty-five (35), Township Three South (T.3S.), Range Sixty-four West (R.64W.) of the Sixth Principal Meridian (6th P.M.), County of Adams, State of Colorado, and being more particularly described as follows:

COMMENCING at the Eastern most Northeast corner of said Lot 11 and assuming the Eastern most East line of said Lot 11 as bearing South 00°01'58" West a distance of 1596.19 feet with all other bearings contained herein relative thereto;

THENCE South 00°01'58" West along said East line a distance of 90.89 feet to the **POINT OF BEGINNING**;

THENCE South 00°01'58" West along said East line a distance of 42.60 feet;

THENCE North 44°44'01" West a distance of 57.60 feet to a Point of Curvature (PC);

THENCE along the arc of a curve concave to the Southwest a distance of 23.56 feet, said curve has a Radius of 30.00 feet, a Delta of 45°00'00" and is subtended by a Chord that bears North 67°14'01" West a distance of 22.96 feet to a Point of Tangency (PT);

THENCE North 89°44'01" West a distance of 47.31 feet;

THENCE North 00°15'59" East a distance of 30.00 feet;

THENCE South 89°44'01" East a distance of 47.31 feet to a PC;

THENCE along the arc of a curve concave to the Southwest a distance of 47.12 feet, said curve has a Radius of 60.00 feet, a Delta of 45°00'00" and is subtended by a Chord that bears South 67°14'01" East a distance of 45.92 feet to a PT;

THENCE South 44°44'01" East a distance of 27.35 feet to the **POINT OF BEGINNING**;

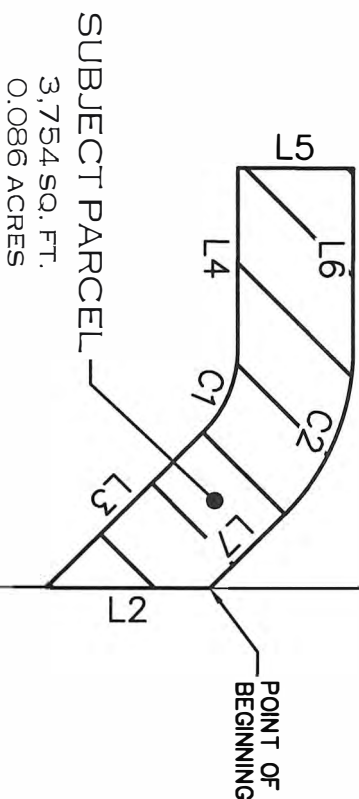
Said described parcel of land contains 3,754 Square Feet or **0.086 Acres**, more or less (±).

EXHIBIT B

PORTION OF LOT 11
 ROCKY MOUNTAIN RAIL
 PARK FILING 1
 REC. NO. 2021000002091

EASTERN MOST NORTHEAST
 CORNER LOT 11, ROCKY MOUNTAIN
 RAIL PARK FILING NO. 1
 POINT OF COMMENCEMENT

TRACT J
 ROCKY MOUNTAIN RAIL
 PARK FILING 1



SUBJECT PARCEL
 3,754 SQ. FT.
 0.086 ACRES

(BASIS OF BEARING)
 S00°01'58"W 1596.19'

TRACT K
 ROCKY MOUNTAIN RAIL
 PARK FILING 1
 REC. NO. 2021000002091



LINE TABLE			
LINE	BEARING	LENGTH	
L1	S00°01'58"W	90.89'	
L2	S00°01'58"W	42.60'	
L3	N44°44'01"W	57.60'	
L4	N89°44'01"W	47.31'	
L5	N00°15'59"E	30.00'	
L6	S89°44'01"E	47.31'	
L7	S44°44'01"E	27.35'	

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	23.56'	30.00'	45°00'00"	22.96'	N67°14'01"W
C2	47.12'	60.00'	45°00'00"	45.92'	S67°14'01"E

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (CRS 13-80-105)



Ronnie L. Edwards, PLS 38480
 On behalf of Majestic Surveying, LLC

PROJECT NO: 2020414EXH CLIENT: NF DENVER, LLC
 DATE: 8/24/2021 SCALE: 1"=50'

**PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION RECOMMENDING ACCEPTANCE OF A PERMANENT DRAINAGE
EASEMENT FROM NF DENVER LLC, TO ADAMS COUNTY FOR STORM WATER
DRAINAGE PURPOSES**

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton, Colorado, on Thursday the 28th Day of October 2021, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a Permanent Drainage Easement from NF Denver LLC, for storm water drainage purposes, being on the following described property:

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

WHEREAS, this Permanent Drainage Easement is in conjunction with an Engineering Review, Grading Permit, and Building Permit for a property located in the Northeast quarter of Section 35, Township 3 South, Range 64 West of the 6th Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED that the Adams County Planning Commission recommends to the Board of County Commissioners that said Permanent Drainage Easement from NF Denver LLC, be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, John F. Dupont, Chair of the Adams County Planning Commission, do here by certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.



Chair
Adams County Planning Commission



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 23, 2021
SUBJECT: Adams County Head Start Intergovernmental Agreement with Adams County School District 14 Regarding Colorado Preschool Program for PY 2021-2022
FROM: Katie McDougal, Director of Human Services Department
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON: NA
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the resolution for Head Start to enter into the Intergovernmental Agreement with Adams County School District 14 Regarding Colorado Preschool Program for PY 2021-2022

BACKGROUND:

Adams County Head Start would like to enter into the Intergovernmental Agreement with Adams County School District 14 regarding Colorado Preschool Program for PY 2021-2022. Adams County Head Start will have the ability to enroll up to forty-eight (48) student(s). For each child enrolled, Adams 14 School District will pay to Adams County Head Start the sum of \$400 per child per month, not to exceed a total of \$172,800.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County School District 14

ATTACHED DOCUMENTS:

Resolution attached
Agreement

FISCAL IMPACT:

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

Fund: 31
Cost Center: Various

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5660		\$172,800
Additional Revenue not included in Current Budget:			
Total Revenues:			\$172,800

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7000.9999		\$172,800
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$172,800

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT
BETWEEN ADAMS COUNTY AND ADAMS COUNTY SCHOOL DISTRICT 14
REGARDING COLORADO PRESCHOOL PROGRAM FOR 2021-2022 IN THE
AMOUNT NOT TO EXCEED 172,800 DOLLARS RECEIVED BY COUNTY

WHEREAS, Adams County Head Start would like provide preschool services pursuant to the attached Intergovernmental Agreement with Adams County School District 14 regarding Colorado Preschool Program; and,

WHEREAS, pursuant to the agreement, Adams County School District 14 will provide forty-eight (48) Colorado Preschool Program slots at \$400 per child per month, not to exceed \$172,800 to Adams County Head Start to provide services for children.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement between Adams County and Adams County School District 14 regarding Colorado Preschool Program for 2021-2022 attached hereto and incorporated by reference herein be approved.

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND
ADAMS COUNTY SCHOOL DISTRICT 14 REGARDING COLORADO
PRESCHOOL PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT ("IOA") is entered into this 27th day of August 2021, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "County," and Adams County School District 14, located at 5291 E. 60th Ave., Commerce City, Colorado, 80022, hereinafter referred to as "District".

WHEREAS, the County is qualified to provide Colorado Preschool Program ("CPP") services to students within the District's service area; and,

WHEREAS, the District has determined that a need exists to retain County to provide CPP services; and,

WHEREAS, District is willing to provide County with CCP openings upon the terms and conditions of this IGA; and,

NOW, THEREFORE, for the consideration hereinafter set forth, the Parties agree as follows:

- 1. Scope of Services. County shall provide the services outlined in Exhibit 1, Addendum.**
- 2. Term. The term of this IGA shall be from September 1, 2021 to May 31, 2022.**
- 3. Payment. District shall pay County as follows: \$400 per child per month ("slot") for a maximum of 48 in-person slots -accordingly, the total payments pursuant to this IGA shall not exceed \$172,800. District shall process payments within thirty days of receipt of a valid invoice to the District's Accounts Payable office.**
- 4. Fund Availability. This IGA shall not constitute a multi-year fiscal obligation and is expressly subject to annual appropriation. In the event funds are not appropriated in any fiscal year, either party may terminate this IGA.**
- 5. No Waiver. Neither party gives up any rights by failing to enforce any terms of this IGA.**
- 6. Governmental Immunity. The parties are governmental entities subject to the Colorado Governmental Immunity Act ("CGIA"). Nothing in this IGA shall be construed as waiving the provisions of the CGIA.**

7. **Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this IGA. The Parties agree that jurisdiction and venue for any disputes arising under this IGA shall be in Adams County, Colorado.
8. **Integration of Understanding.** This IGA contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the Parties hereto.
9. **Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
10. **Parties Interested Herein.** Nothing expressed or implied in this IGA is intended or shall be construed to confer upon or to give to any person other than the Parties any right, remedy, or claim under or by reason of this IGA. All covenants, terms, conditions, and provisions in this IGA shall be for the sole and exclusive benefit of County and District.
11. **Severability.** If any provision of this IGA is determined to be unenforceable or invalid for any reason, the remainder of the IGA shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
12. **Authorization.** Each party represents and warrants that it has the power and ability to enter into this IGA, to grant the rights granted herein, and to perform the duties and obligations herein described.
13. **Insurance.** The parties are governmental entities, insured in compliance with the requirements of the Colorado Governmental Immunity Act. During the term of this IGA the parties shall maintain such insurance. Once this Agreement becomes effective, County shall promptly provide District with certificates of insurance evidencing each of the types and amounts specified below:
 - a. **Comprehensive Liability Insurance** with limits (which may be extended with an umbrella policy) of not less than \$2,000,000 for each occurrence, \$5,000,000 annual aggregate, and \$1,000,000 for bodily injury or property damage, and \$10,000 for medical expenses for any one person.
 - b. **Automobile Liability Insurance** in those instances where County uses an automobile, regardless of ownership, for the performance of Services.
14. **No Agency Created.** ~~The parties agree and understand that no authority exists through this Agreement permitting either to enter into any third-party contract, assume any obligation, or make any representation to third parties on behalf of; or which may bind the other.~~

15. Assignment Prohibited. The Parties agree that none of the rights or obligations under the Agreement shall be assigned without prior written approval of both Parties.

Signature page follows:

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

COUNTY:
BOARD OF COUNTY
COMMISSIONERS ADAMS
COUNTY, COLORADO

Chair

Date

ATTEST:
JOSH ZYGIELBAUM CLERK AND RECORDER

Deputy Clerk

DISTRICT:
ADAMS COUNTY SCHOOL DISTRICT 14

Recommended by: *Luciana Storz* 10/28/21

[Signature]

Edward Storz
Executive Director of Finance

10/29/21

Date

NW

AS



Adams County School District 14, located at 5291 E. 60th Ave., Commerce City, Colorado, 80022, hereinafter referred to as "District", has received funds to establish a preschool program which emphasizes the language development needs of children aged three, four, and five. In accordance with the recommendation of the District Preschool Advisory Council, known as, Adams 14 Early Childhood Council and the authority vested in it pursuant to C.R.S. section 22-28-109, the District's Board of Education determined that the District's preschool program shall be contracted out to the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "County."

Exhibit 1: Scope of Work

The County shall perform the Services as follows: Pursuant to the Colorado Preschool Program Act, C.R.S. section 22-28-101 et seq. The County will provide the services consistent with generally accepted industry standards. On the effective date of this IOA, and during the term of this IOA, the County will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations.

THEREFORE, the parties agree as follows:

- I. County shall;
 - a. Determine which children are eligible for participation in the Preschool Program.
 - b. Employ a Program Coordinator who will be responsible for the monitoring of preschool classes for adherence to program standards and collection of child and program data.
 - c. Provide a developmentally appropriate preschool program addressing the first and second language development needs of the participating children. Such programs shall employ teaching strategies included in District's application for funding under the Colorado Preschool Program Act and in meeting the rules and regulations promulgated by the Colorado Department of Education for the administration of preschool programs funded under the Act.
 - d. Maintain a program classroom size of no greater than sixteen (16) children. Limiting class size to 1:8 adult-child ratio.
 - Staff each classroom with two teachers with at least one teacher who must be head teacher qualified pursuant to requirements to the Colorado Department of Human Services or who has earned a Child Development Associate credential. Each teacher must have earned an Associate's degree or higher in Early Childhood or be actively and continuously enrolled in an accredited early childhood program course of study. Each teacher must demonstrate competency in working with children with the kinds of needs to be addressed by this program, or must be supervised by a teacher and/or the contracting preschool's director who meets these criteria.
 - e. Hold preschool classes for the equivalent of four half days (amounting to a minimum of eleven hours and/or a total of 360 hours over the contact period) each week from September 1, 2021 to May 31, 2022.
 - f. Develop and implement an individual learning plan (ILP) set forth for each child, including teaching activities to occur in the home between the child and the child's parents and the provision of materials necessary to carry out the teaching plan. Individual teaching plans must be completed and implemented by January 7, 2022 and submitted to District's Child

Find/Preschool Coordinator for review on that date.

- g. Provide assistance in transition and registration activities as needed.
- h. Incorporate parents of participating children into the parent training activities of the contracting preschool.
- i. Submit to the district's coordinator a timeline for implementation and completion of staff observations, staff evaluations, staff development trainings, parent training activities, and transitions activities by November 5, 2021.
- j. Submit to District reports on program components as directed by the Child Find/Preschool Coordinator.
- k. Maintain and submit to District daily attendance records for all participating children during the October and November pupil count periods in accordance with the School Finance Act of 1994, C.R.S. § 22-54-101 et seq., and in accordance with the procedures established by the District.
- l. Adhere to state licensing requirements, have and keep in force a liability insurance policy issued by a company authorized to do business in the State of Colorado or maintain membership in an authorized self-insurance pool.
- m. Assures and certifies that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975, which, collectively prohibit discrimination on the basis of race, color, national origin, disability, sex, or age; and further, will comply with the requirements in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, concerning the confidentiality and release of student records, and with the provisions of 20 U.S.C. § 1232 h, as reflected in District Policy JRA/JRC, concerning the need to obtain written consent of the parent prior to subjecting a student to a certain manner of survey, analysis, or evaluation.
- n. Attend monthly District Early Childhood Advisory Council meetings.
- o. Immediately notify the District of a vacant slot. A time period of thirty days shall be allowed to fill a vacant slot with payment made during that period for the slot. After thirty days, if the slot is still vacant, the District Coordinator must be contacted to assist in filling the opening.
- p. Acknowledge its receipt of funds pursuant to this IOA and District's Preschool Program when publicizing its programs or soliciting funds to support its programs.
- q. Upon the request of District the financial records of the contracting preschool concerning this program will be available to District, and an accounting of the expenditure of District monies may be required.
- r. Not supplant monies available to fund other services provided by the contracting preschool.
- s. Conduct a minimum of three scheduled parent contacts each year, utilizing appropriate linguistic and cultural strategies. The first contact shall be related to the mutual development of an individual learning plan (ILP), will occur and monitored by November 19, 2021.
The second contact shall be related to data gathered through the Results Matter requirements, will occur by February 25, 2022, and will be monitored by the district coordinator during the week of February 22, 2022. The third contact shall consist of the mutual development of an end-of-year transition plan covering either the child's transition into kindergarten or the next year of preschool, will occur by May 13, 2022, and be monitored by the district coordinator during the week of May 9, 2022.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 23, 2021
SUBJECT: Abatements
FROM: Meredith P. Van Horn, Assistant Adams County Attorney
AGENCY/DEPARTMENT: County Attorney
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 recommendations of the Assessor's Office for the attached abatement petitions.

BACKGROUND:

The Assessor's Office reviewed the attached abatement petitions concerning tax years 2018, 2019, and 2020 and has agreed to the abated values for the respective accounts. The findings and recommendations of the Assessor's Office are attached hereto for approval and adoption.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Assessor's Office

ATTACHED DOCUMENTS:

Resolution
Summary Findings and Recommendations of the Assessor's Office

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING ABATEMENT PETITIONS AND AUTHORIZING THE
REFUND OF TAXES FOR ACCOUNT NUMBERS R0175828, R0124483, R0041599,
R0142376, and P0029110

WHEREAS, pursuant to C.R.S. § 39-1-113, the Board of County Commissioners may approve abatement petitions concerning property tax assessment and may refund taxes associated therewith; and,

WHEREAS, the attached petitions for account numbers R0175828, R0124483, R0041599, R0142376, and P0029110 have been processed, reviewed and approved by the Adams County Assessor's Office; and,

WHEREAS, information regarding the initial assessed value and the justification for reduction in assessed value and refund of taxes is included for each property in the documentation attached; and,

WHEREAS, it is the recommendation of the Assessor's Office that these petitions be approved and refunds be issued by the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the abatement petitions for account numbers R0175828, R0124483, R0041599, R0142376, and P0029110 are hereby approved.

Ken Musso
Assessor



Assessor's Office
4430 South Adams County Parkway
2nd Floor, Suite C2100
Brighton, CO 80601-8201
Phone 720-523-6038
Fax 720-523-6037
www.adcogov.org

STIPULATION (As to Tax Year(s) 2018 Actual Value)

1. The property subject to this Stipulation is PARCEL NO. (S): 0181527218004 , Schedule No. (S): R0175828
2. The subject property is classified as Commercial property.
3. The County Assessor originally assigned the following actual value to the subject property for tax year(s) 2018:

Land	\$ 20,147
Improvements	\$ 188,579
Total	\$ 208,726

4. The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the subject property for tax year(s) 2018

After a review of this account, it has been determined that the property should be classified as Residential and not Commercial. We will amend the account records to reflect a residential classification for 2018.

5. By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value of this property for tax year(s) 2018.

DATED this: 10/14/2021


Petitioner's Representative


Assessor's Representative

**ADAMS COUNTY ASSESSOR'S RECOMMENDATION WORKSHEET
BOARD OF COUNTY COMMISSIONERS (BOCC)**

Account No : **R0175828** Parcel No : **01815-27-2-18-004**
 Petition Year : **2018** Petition Filed Date : **October 16, 2018**
 Owner Entity : **Clark, Wayne**
 Owner Address : **880 Darco Circle**
 Owner City : **Bennett** State : **CO**

Property Location :

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL		L: \$		L: \$20,147	\$5,840	A. Ratio	29.00%
		I: \$		I: \$188,579	\$54,690	Mill Levy	95.140
TOTALS :		\$0	\$0	\$208,726	\$60,530	Original Tax	\$5,759

Petitioner's Statement :

Property should be classified as Residential

Assessor's Report

Situation :

Property appears to be commercial from the exterior. Upon inspection by Jeremy Maldonado indicates that there is a substantial residential areas within the building. Area that is outside of this is being used for personal storage and is more of a garage than an industrial use. Moved to Res Rate with no value change for 2018.

Action :

Moved to Residential Rate for 2018.

Recommendation :

Moved to Residential Rate for 2018.

ASSESSOR'S RECOMMENDED ADJUSTMENT

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value	Tax Refund	
REAL	0	L: \$20,147	\$5,840	L: \$20,147	\$1,450		\$4,328.87
		I: \$188,579	\$54,690	I: \$188,579	\$13,580	Revised Tax	
TOTALS :		\$208,726	\$60,530	\$208,726	\$15,030		\$1,429.95

Jacquelyn Headley
Appraiser

October 14, 2021
Date

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

RECEIVED

Date: 04 09 2019
Month Day Year

APR 15 2019

Petitioner's Name: Wayne Clark

Petitioner's Mailing Address: PO Box 965 Strasburg

**OFFICE OF THE
ADAMS COUNTY ASSESSOR**

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>0181527218004</u>	<u>880 Darco Ln</u>
<u>R0175828</u>	

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2018 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

House was Industrial and zoning change to Residential

Petitioner's estimate of value: \$ 208,726 (2017)
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Wayne Clark
Petitioner's Signature

Daytime Phone Number 303.748.5573
Email Clark93042@msn

By _____
Agent's Signature*

Daytime Phone Number (____)

Printed Name: _____

Email _____

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II:		Assessor's Recommendation	
(For Assessor's Use Only)			
	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____
<input type="checkbox"/> Assessor recommends approval as outlined above.			
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.			
Tax year: _____ Protest? <input type="checkbox"/> No <input type="checkbox"/> Yes (If a protest was filed, please attach a copy of the NOD.)			
<input type="checkbox"/> Assessor recommends denial for the following reason(s):			

Assessor's or Deputy Assessor's Signature			

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner
(Only for abatements up to \$10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____			Tax Year _____		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner's Signature Date _____

Assessor's or Deputy Assessor's Signature Date _____

Section IV: Decision of the County Commissioners
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on ____/____/____, at which meeting there were present the following members:

Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ (being present--not present) and
Name
Petitioner _____ (being present--not present), and WHEREAS, the said
Name
County Commissioners have carefully considered the within petition, and are fully advised in relation thereto,
NOW BE IT RESOLVED, that the Board (agrees--does not agree) with the recommendation of the Assessor and the petition be (approved--approved in part--denied) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund	Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____	_____	_____	_____

Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County
this _____ day of _____, _____
Month Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this abatement petition, is hereby
 Approved Approved in part \$ _____ Denied for the following reason(s):

Secretary's Signature Property Tax Administrator's Signature Date _____



Mr Wayne E Clark
PO Box 965
Strasburg, CO 80136

DENVER, CO 802

10 APR 2019 PM 7 11

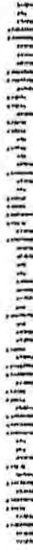
Assessor's Office
4436 South Adams County Parkway
2nd Floor, Suite C2106
Brighton CO. 80601-8261

RECEIVED

APR 15 2019

OFFICE OF THE
ADAMS COUNTY ASSESSOR

80601-820130



Ken Musso
Assessor



Assessor's Office
4430 South Adams County Parkway
2nd Floor, Suite C2100
Brighton, CO 80601-8201
Phone 720-523-6038
Fax 720-523-6037
www.adcogov.org

BOARD OF COUNTY COMMISSIONERS

STIPULATION (As to Tax Year(s) 2019 Actual Value(s))

1. The property subject to this Stipulation is:
Schedule No. (S): R0124483 Parcel NO.(S) 0157334402002

2. The subject property is classified as a Commercial property.

3. The County Assessor originally assigned the following actual value to the subject property for tax year(s) 2019 :


Land	\$905,425
Improvements	\$1,119,785
Total	\$2,025,210

4. The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the subject property for tax year(s) 2019 :

Land	\$905,425
Improvements	\$984,575
Total	\$1,890,000

5. By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value of this property for tax year(s) 2019.

DATED this: October 25, 2021



Petitioner's Representative

Valerie
Ferguson

Assessor Representative
Adams County Assessor's Office

Digitally signed by Valerie Ferguson
DN: cn=Valerie Ferguson, o=Adams
County Assessor's Office, ou,
email=vferguson@adcogov.org,
c=US
Date: 2021.10.25 12:09:28 -0600'

~~Consultus Asset Valuation~~
~~68 Inverness Lane East #103~~
~~Englewood, CO 80112~~

**ASSESSOR'S RECOMMENDATION
BOARD OF COUNTY COMMISSIONERS**

Account No : R0124483 Parcel No : 01573-3-34-4-02-002
 Petition Year : 2019 Date Filed : June 22, 2021
 Owner Entity : Archland Property I LLC
 Owner Address : 1130 W 124th Ave, Ste 1100
 Owner City : Westminster State : CO
 Property Location : 611 E 120th Avenue Thornton

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL	349	L: \$905,425		L: \$905,425	\$262,570	A. Ratio	29.00%
		I: \$984,575		I: \$1,119,785	\$324,740	Mill Levy	111.780
TOTALS :		\$1,890,000	\$548,100	\$2,025,210	\$587,310	Original Tax	\$65,650

Tax Exempt Portion
0%

Petitioner's Statement :

Please adjust to the 2020 BAA Stipulated value.

Assessor's Report

Situation :

This account was appealed to the Board of Assessment Appeals for tax year 2020 and the new amount was stipulated at that level. Due to the valuations for 2019 and 2020 having been derived using the same data, 2019's value should be lowered to 2020's value.

Action :

Stipulation agreement signed utilizing the same market and income data for 2019 and 2020 indicate a value change is necessary.

Recommendation :

Upon further review, a reduction in value appears warranted.

ASSESSOR'S RECOMMENDED ADJUSTMENT

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL		L: \$905,425	\$262,570	L: \$905,425	\$262,570	Tax Refund	\$4,382.89
		I: \$1,119,785	\$324,740	I: \$984,575	\$285,530	Revised Tax	
TOTALS :		\$2,025,210	\$587,310	\$1,890,000	\$548,100		\$61,266.62

Whitney Sparks
Appraiser

November 1, 2021
Date

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received JUN 22 2021 (Use Assessor's or Commissioners' Date Stamp)

OFFICE OF THE ADAMS COUNTY ASSESSOR

Section I: Petitioner, please complete Section I only.

Date: 6/16/2021 (Month Day Year)

Petitioner's Name: Archland Property I LLC BINV-AD-002

Petitioner's Mailing Address: 1130 W. 124th Ave., Suite 1100 Westminster CO 80234 (City or Town State Zip Code)

Table with 2 columns: SCHEDULE OR PARCEL NUMBER(S) and PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY. Row 1: R0124483, 611 E. 120th Ave.

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2019 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Please adjust the 2019 value to match the stipulation from the 2020 appeal.

Petitioner's estimate of value: \$ 1,890,000 (2019) (Value Year)

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Signatures and contact info for Petitioner (Kyle Addymcd) and Agent (Jason Letman) including phone numbers and email addresses.

*Letter of agency must be attached when petition is submitted by an agent. If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation (For Assessor's Use Only). Includes table for Actual, Assessed, and Tax values for Original, Corrected, and Abate/Refund. Includes checkboxes for approval, denial reasons, and protest status.

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner
(Only for abatements up to \$10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner's Signature Date

Assessor's or Deputy Assessor's Signature Date

Section IV: Decision of the County Commissioners
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on ____/____/____, at which meeting there were present the following members:
Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ (being present--not present) and
Name
Petitioner _____ (being present--not present), and WHEREAS, the said
Name
County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (agrees--does not agree) with the recommendation of the Assessor, and that the petition be (approved--approved in part--denied) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County
this _____ day of _____, _____
Month Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby
 Approved Approved in part \$ _____ Denied for the following reason(s):

Secretary's Signature Property Tax Administrator's Signature Date

<p>BOARD OF ASSESSMENT APPEALS, STATE OF COLORADO 1313 Sherman Street, Room 315 Denver, Colorado 80203</p> <hr/> <p>Petitioner:</p> <p>Archland Property I LLC</p> <p>v.</p> <p>Respondent:</p> <p>Adams County Board Of Equalization</p>	<p>Docket No.: 2020BAA313</p>
<p>Order On Stipulation</p>	

THE PARTIES TO THIS ACTION have entered into a Stipulation, which has been filed with the Board of Assessment Appeals.

FINDINGS OF FACT and CONCLUSIONS OF LAW:

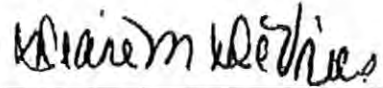
1. The subject property is described as follows:
 - a. County Schedule No.: R0124483
 - b. Category of Appeal: Valuation Appeal
 - c. Property Type: Commercial
2. Petitioner is protesting the 2020 Tax Year(s) actual value of the subject property.
3. The parties agreed the 2020 Tax Year(s) actual value of the subject property should be reduced to a total value of \$1,890,000.
4. The Board concurs with the Stipulation.

ORDER:

The Respondent is ordered to reduce the 2020 actual value of the subject property, as set forth above. The Adams County Assessor is directed to change his/her records accordingly.

DATED this May 11, 2021.

BOARD OF ASSESSMENT APPEALS

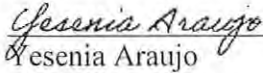


Diane M. Devries



Sondra W. Mercier

I hereby certify that this is a true and correct copy of the decision of the Board of Assessment Appeals.



Yesenia Araujo

BOARD OF ASSESSMENT APPEALS, State of Colorado 1313 Sherman Street, Room 315 Denver, Colorado 80203	<p style="text-align: center;">▲ COURT USE ONLY ▲</p> <hr/> Docket Number: 2020BAA313 County Schedule Number: R0124483
Petitioner: ARCHLAND PROPERTY I LLC Respondent: ADAMS COUNTY BOARD OF EQUALIZATION	
Attorneys for Respondent: Adams County Attorney's Office Meredith P. Van Horn, #42487 Assistant County Attorney 4430 S. Adams County Parkway 5 th Floor, Suite C5000B Brighton, Colorado 80601 Telephone: 720-523-6116 Fax: 720-523-6114	
STIPULATION (As to Tax Year 2020 Actual Value)	

Petitioner and Respondent hereby enter into this Stipulation regarding the tax year 2020 valuation of the subject property, and jointly move the Board of Assessment Appeals to enter its order based on this Stipulation.

Petitioner and Respondent agree and stipulate as follows:

1. The property subject to this Stipulation is located at:
611 East 120th Avenue, Thornton, Colorado.
2. The subject property is classified as Commercial property.
3. The County Assessor originally assigned the following actual value to the subject property for tax year 2020:

Land	\$ 905,425
Improvements	<u>\$1,119,785</u>
Total	<u>\$2,025,210</u>

4. After a timely appeal to the Board of Equalization, the Board of Equalization valued the subject property as follows:

Land	\$ 905,425
Improvements	<u>\$1,119,785</u>
Total	\$2,025,210

5. After further review and negotiation, Petitioner and County Board of Equalization agree to the following actual value for tax year 2020 for the subject property:

Land	\$ 905,425
Improvements	<u>\$ 984,575</u>
Total	\$1,890,000

6. Both parties stipulate and agree that the valuation as established above is binding with respect to tax year 2020 and that further adjustment, whether brought under legal or factual grounds, shall be precluded.


7. Brief narrative as to why the reduction was made: Additional consideration was given to the age of the property as an element of uniformity to similar like properties in the county. As a result a minor adjustment is warranted

8. Both parties agree that the hearing scheduled before the Board of Assessment Appeals on June 22nd, at 8:30 a.m., be vacated; or, a hearing has not yet been scheduled before the Board of Assessment Appeals _____ (check if appropriate).

DATED this _____ day of April, 2021.



Jason Letman
Consultus Asset Valuation, Inc.
68 Inverness Place East
Suite #103
Englewood, Colorado 80112
Telephone: 303-770-2430
Email: consultus303@gmail.com



Meredith P. Van Horn, #42487
Assistant Adams County Attorney
4430 S. Adams County Parkway
Suite C5000B
Brighton, Colorado 80601
Telephone: 720-523-6116
mvanhorn@adcogov.org

Docket Number: 2020BAA313



MCDONALD'S CORPORATION
PO BOX 66351
AMF O'HARE AIRPORT
CHICAGO, IL 60666
PHONE: 630/826.9372

Letter of Authority to Act in Matter of Property Taxation

To whom it may concern,

McDonald's USA LLC on behalf of Archland Property I LLC hereby authorizes, Boselli Investments, as McDonald's Franchisee(s), the authority to file returns and application, examine any records and discuss or appeal tax assessments to the appropriate authorities for the purpose of obtaining the property tax values relative to the following Colorado properties owned, managed or controlled by this company.

McDonald's Restaurant @ 611 E. 120th Ave.

BY:

Name: William Vadbunker

TITLE: VP, Tax

DATE: 5/21/20

Ken Musso
Assessor



Assessor's Office
4430 South Adams County Parkway
2nd Floor, Suite C2100
Brighton, CO 80601-8201
Phone 720-523-6038
Fax 720-523-6037
www.adcogov.org

BOARD OF COUNTY COMMISSIONERS

STIPULATION (As to Tax Year(s)) 2019 Actual Value(s))

1. The property subject to this Stipulation is:
Schedule No. (S): R0041599 Parcel NO.(S) 0171915102017

2. The subject property is classified as a Commercial property.

3. The County Assessor originally assigned the following actual value to the subject property for tax year(s) 2019 :

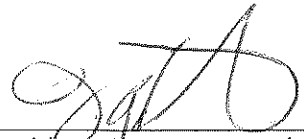
Land	\$1,746,738
Improvements	\$309,802
Total	\$2,056,540

4. The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the subject property for tax year(s) 2019 :

Land	\$1,746,738
Improvements	\$173,262
Total	\$1,920,000

5. By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value of this property for tax year(s) 2019.

DATED this: October 25, 2021



Petitioner's Representative
Consultus Asset Valuation
68 Inverness Lane East #103
Englewood, CO 80112

Valerie
Ferguson

Assessor Representative
Adams County Assessor's Office

Digitally signed by Valerie Ferguson
DN: cn=Valerie Ferguson, o=Adams
County Assessors Office, ou,
email=vferguson@adcogov.org,
c=US
Date: 2021.10.25 11:57:07 -0600

**ASSESSOR'S RECOMMENDATION
BOARD OF COUNTY COMMISSIONERS**

Account No : R041599 Parcel No : 01719-15-1-02-017
 Petition Year : 2019 Date Filed : June 22, 2021
 Owner Entity : McDonald's Corporation
 Owner Address : 1130 W 124th Ave, Ste 1100
 Owner City : Westminster State : CO
 Property Location : 10195 Washington Street, Thornton

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL	349	L: \$1,746,738		L: \$1,746,738	\$506,550	A. Ratio	29.00%
		I: \$173,262		I: \$309,802	\$89,840	Mill Levy	111.785
TOTALS :		\$1,920,000	\$556,800	\$2,056,540	\$596,390	Original Tax	\$66,667

Tax Exempt Portion
0%

Petitioner's Statement :

Please adjust to the 2020 BAA Stipulated value.

Assessor's Report

Situation :

This account was appealed to the Board of Assessment Appeals for tax year 2020 and the new amount was stipulated at that level. Due to the valuations for 2019 and 2020 having been derived using the same data, 2019's value should be lowered to 2020's value.

Action :

Stipulation agreement signed utilizing the same market and income data for 2019 and 2020 indicate a value change is necessary.

Recommendation :

Upon further review, a reduction in value appears warranted.

ASSESSOR'S RECOMMENDED ADJUSTMENT

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL		L: \$1,746,738	\$506,550	L: \$1,746,738	\$506,550	Tax Refund	\$4,425.57
		I: \$309,802	\$89,840	I: \$173,262	\$50,250	Revised Tax	
TOTALS :		\$2,056,540	\$596,390	\$1,920,000	\$556,800		\$62,241.89

Whitney Sparks
Appraiser

November 1, 2021
Date

PETITION FOR ABATEMENT OR REFUND OF TAXES



County: Adams

Date Received _____
(Use Assessor's or Commissioners' Date Stamp) **JUN 22 2021**

Section I: Petitioner, please complete Section I only.

Date: 6/16/2021
Month Day Year

**OFFICE OF THE
ADAMS COUNTY ASSESSOR**

Petitioner's Name: McDonalds Corp. BINV-AD-006

Petitioner's Mailing Address: 1130 W. 124th Ave., Suite 1100
Westminster CO 80234
 City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
R0041599	10195 Washington St.

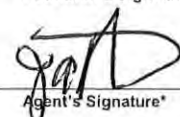
Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2019 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Please adjust the 2019 value to match the stipulation from the 2020 appeal.

Petitioner's estimate of value: \$ 1,920,000 (2019)
 Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

 Petitioner's Signature Daytime Phone Number (303) 427-0915
 Email kyleaddymcd@gmail.com

By  Daytime Phone Number (303) 770-2420
 Agent's Signature* Printed Name: Jason Letman Email jletman@consultus.biz

*Letter of agency must be attached when petition is submitted by an agent.
 If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II:		Assessor's Recommendation (For Assessor's Use Only)		
		Tax Year _____		
		<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____	_____
Corrected	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____
<input type="checkbox"/> Assessor recommends approval as outlined above.				
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.				
Tax year: _____ Protest? <input type="checkbox"/> No <input type="checkbox"/> Yes (If a protest was filed, please attach a copy of the NOD.)				
<input type="checkbox"/> Assessor recommends denial for the following reason(s):				
_____ Assessor's or Deputy Assessor's Signature				

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner
(Only for abatements up to \$10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner's Signature

Date

Assessor's or Deputy Assessor's Signature

Date

Section IV: Decision of the County Commissioners
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on ____/____/____, at which meeting there were present the following members:

Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ (*being present--not present*) and
Petitioner _____ (*being present--not present*), and WHEREAS, the said
Name Name
County Commissioners have carefully considered the within petition, and are fully advised in relation thereto,
NOW BE IT RESOLVED that the Board (*agrees--does not agree*) with the recommendation of the Assessor,
and that the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County
this _____ day of _____,
Month Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved Approved in part \$ _____ Denied for the following reason(s):

Secretary's Signature

Property Tax Administrator's Signature

Date

BOARD OF ASSESSMENT APPEALS, STATE OF COLORADO 1313 Sherman Street, Room 315 Denver, Colorado 80203	Docket No.: 2020BAA315
<hr/> Petitioner: McDonalds Corp. v. Respondent: Adams County Board Of Equalization	
Order On Stipulation	

THE PARTIES TO THIS ACTION have entered into a Stipulation, which has been filed with the Board of Assessment Appeals.

FINDINGS OF FACT and CONCLUSIONS OF LAW:

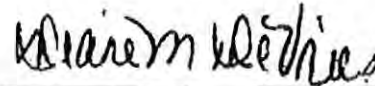
1. The subject property is described as follows:
 - a. County Schedule No.: R0041599
 - b. Category of Appeal: Valuation Appeal
 - c. Property Type: Commercial
2. Petitioner is protesting the 2020 Tax Year(s) actual value of the subject property.
3. The parties agreed the 2020 Tax Year(s) actual value of the subject property should be reduced to a total value of \$1,920,000.
4. The Board concurs with the Stipulation.

ORDER:


The Respondent is ordered to reduce the 2020 actual value of the subject property, as set forth above. The Adams County Assessor is directed to change his/her records accordingly.

DATED this May 11, 2021.

BOARD OF ASSESSMENT APPEALS

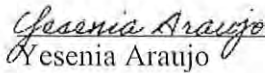


Diane M. Devries



Sondra W. Mercier

I hereby certify that this is a true and correct copy of the decision of the Board of Assessment Appeals.



Yesenia Araujo

BOARD OF ASSESSMENT APPEALS, State of Colorado 1313 Sherman Street, Room 315 Denver, Colorado 80203	<p style="text-align: center;">▲ COURT USE ONLY ▲</p> <hr/> Docket Number: 2020BAA315 County Schedule Number: R0041599
Petitioner: MCDONALDS CORP. Respondent: ADAMS COUNTY BOARD OF EQUALIZATION	
Attorneys for Respondent: Adams County Attorney's Office Meredith P. Van Horn, #42487 Assistant County Attorney 4430 S. Adams County Parkway 5 th Floor, Suite C5000B Brighton, Colorado 80601 Telephone: 720-523-6116 Fax: 720-523-6114	
STIPULATION (As to Tax Year 2020 Actual Value)	

Petitioner and Respondent hereby enter into this Stipulation regarding the tax year 2020 valuation of the subject property, and jointly move the Board of Assessment Appeals to enter its order based on this Stipulation.

Petitioner and Respondent agree and stipulate as follows:

1. The property subject to this Stipulation is located at:
10195 Washington Street, Thornton, Colorado.
2. The subject property is classified as Commercial property.
3. The County Assessor originally assigned the following actual value to the subject property for tax year 2020:

Land	\$1,746,738
Improvements	<u>\$ 309,802</u>
Total	\$2,056,540

BINU-AD-0006

4. After a timely appeal to the Board of Equalization, the Board of Equalization valued the subject property as follows:

Land	\$1,746,738
Improvements	<u>\$ 309,802</u>
Total	\$2,056,540

5. After further review and negotiation, Petitioner and County Board of Equalization agree to the following actual value for tax year 2020 for the subject property:

Land	\$1,746,738
Improvements	<u>\$ 173,262</u>
Total	\$1,920,000

6. Both parties stipulate and agree that the valuation as established above is binding with respect to tax year 2020 and that further adjustment, whether brought under legal or factual grounds, shall be precluded.

7. Brief narrative as to why the reduction was made: Additional consideration was given to the age of the property as an element of uniformity to similar like properties in the county. As a result, a minor adjustment is warranted.

8. Both parties agree that the hearing scheduled before the Board of Assessment Appeals on July 6th, at 8:30 a.m., be vacated; or, a hearing has not yet been scheduled before the Board of Assessment Appeals _____ (check if appropriate).

DATED this _____ day of April, 2021.



Jason Letman
Consultus Asset Valuation, Inc.
68 Inverness Place East
Suite #103
Englewood, Colorado 80112
Telephone: 303-770-2430
Email: consultus303@gmail.com



Meredith P. Van Horn, #42487
Assistant Adams County Attorney
4430 S. Adams County Parkway
Suite C5000B
Brighton, Colorado 80601
Telephone: 720-523-6116
mvanhorn@adcogov.org

Docket Number: 2020BAA315

APPOINTMENT OF AGENT

DATE

TO WHOM IT MAY CONCERN:

AGENT: Consultus Asset Valuation, Inc.
68 Inverness Place East #103
Englewood, CO 80112
Fax: (303) 770-2430
Phone: (303) 770-2420

Consultus Asset Valuation, Inc. is authorized to represent McDonalds Corp. in property tax valuation matters for the years 2018 through 2020. Please contact Consultus regarding all property tax issues. The properties are indicated below:

COUNTY	SCHEDULE NO.	ADDRESS
Adams	R0041599	10195 Washington St.

Lauren Addy 4/2/2020
(Signature) Date
Printed Lauren Addy
Title owner / operator
Company Name McDonalds Corp.
Phone No. 303-427-0915

Subscribed and sworn before me this 2nd day of April, 2020

My commission expires June 5, 2021

Michelle Rogers
Notary Public
Michelle Rogers

Michelle A Rogers
Notary Public
State of Colorado
No. 05125120000
My Commission Expires June 5, 2021



MCDONALD'S CORPORATION
PO BOX 66351
AMF O'HARE AIRPORT
CHICAGO, IL 60666
PHONE: 630/826.9372

Letter of Authority to Act in Matter of Property Taxation

To whom it may concern,

McDonald's Corporation hereby authorizes, Boselli Investments, as McDonald's Franchisee(s), the authority to file returns and application, examine any records and discuss or appeal tax assessments to the appropriate authorities for the purpose of obtaining the property tax values relative to the following Colorado properties owned, managed or controlled by this company.

McDonald's Restaurants at:

2750 W. 104th Ave.
10195 Washington St.
8700 Washington St.

BY:

Name: William Vadbunker

TITLE: VP, Tax

DATE: 5/21/20

Ken Musso
Assessor



Assessor's Office
4430 South Adams County Parkway
2nd Floor, Suite C2100
Brighton, CO 80601-8201
Phone 720-523-6038
Fax 720-523-6037
www.adcogov.org

BOARD OF COUNTY COMMISSIONERS

STIPULATION (As to Tax Year(s) 2019 Actual Value(s))

1. The property subject to this Stipulation is:
Schedule No. (S): R0142376 Parcel NO.(S) 0171917113013

2. The subject property is classified as a Commercial property.

3. The County Assessor originally assigned the following actual value to the subject property for tax year(s) 2019 :

Land	\$969,343
Improvements	\$1,205,555
Total	\$2,174,897

4. The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the subject property for tax year(s) 2019 :

Land	\$969,343
Improvements	\$1,060,658
Total	\$2,030,000

5. By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value of this property for tax year(s) 2019.

DATED this: October 25, 2021



Petitioner's Representative
Consultus Asset Valuation
68 Inverness Lane East #103
Englewood, CO 80112

Valerie
Ferguson

Assessor Representative
Adams County Assessor's Office

Digitally signed by Valerie Ferguson
DN: cn=Valerie Ferguson, o=Adams
County Assessor's Office, ou,
email=vferguson@adcogov.org,
c=US
Date: 2021.10.25 12:04:44 -0600

**ASSESSOR'S RECOMMENDATION
BOARD OF COUNTY COMMISSIONERS**

Account No : R0142376 Parcel No : 01719-17-1-13-013
 Petition Year : 2019 Date Filed : June 22, 2021
 Owner Entity : McDonalds Corporation
 Owner Address : 1130 W 124th Ave, Ste 1100
 Owner City : Westminster State : CO
 Property Location : 2750 W 104th Ave Federal Heights

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL	349	L: \$969,343		L: \$969,343	\$281,110	A. Ratio	29.00%
		I: \$1,060,657		I: \$1,205,554	\$349,610	Mill Levy	107.360
TOTALS :		\$2,030,000	\$588,700	\$2,174,897	\$630,720	Original Tax	\$67,714

Tax Exempt Portion
0%

Petitioner's Statement :

Please adjust to the 2020 BAA Stipulated value.

Assessor's Report

Situation :

This account was appealed to the Board of Assessment Appeals for tax year 2020 and the new amount was stipulated at that level. Due to the valuations for 2019 and 2020 having been derived using the same data, 2019's value should be lowered to 2020's value.

Action :

Stipulation agreement signed utilizing the same market and income data for 2019 and 2020 indicate a value change is necessary.

Recommendation :

Upon further review, a reduction in value appears warranted.

ASSESSOR'S RECOMMENDED ADJUSTMENT

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL		L: \$969,343	\$281,110	L: \$969,343	\$281,110	Tax Refund	\$4,511.27
		I: \$1,205,554	\$349,610	I: \$1,060,657	\$307,590	Revised Tax	
TOTALS :		\$2,174,897	\$630,720	\$2,030,000	\$588,700		\$63,202.83

Whitney Sparks
Appraiser

November 1, 2021
Date

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

JUN 22 2021

Section I: Petitioner, please complete Section I only.

OFFICE OF THE
ADAMS COUNTY ASSESSOR

Date: 6/16/2021
Month Day Year

Petitioner's Name: McDonalds Corp. BINV-AD-003

Petitioner's Mailing Address: 1130 W. 124th Ave., Suite 1100
Westminster CO 80234
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
R0142376	2750 W. 104th Ave.

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2019 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Please adjust the 2019 value to match the stipulation from the 2020 appeal.

Petitioner's estimate of value: \$ 2,030,000 (2019)
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

_____ Daytime Phone Number (303) 427-0915
 Petitioner's Signature Email kyleaddymcd@gmail.com
 By: _____ Daytime Phone Number (303) 770-2420
 Agent's Signature*
 Printed Name: Jason Letman Email jletman@consultus.biz

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation
(For Assessor's Use Only)

Tax Year _____

	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: _____ Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s): _____

Assessor's or Deputy Assessor's Signature

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner
(Only for abatements up to \$10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner's Signature

Date

Assessor's or Deputy Assessor's Signature

Date

Section IV: Decision of the County Commissioners
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on ____/____/____, at which meeting there were present the following members:

Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ (*being present--not present*) and
Name
Petitioner _____ (*being present--not present*), and WHEREAS, the said
Name
County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (*agrees--does not agree*) with the recommendation of the Assessor, and that the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County
this _____ day of _____,
Month Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved Approved in part \$ _____ Denied for the following reason(s):

Secretary's Signature

Property Tax Administrator's Signature

Date

BOARD OF ASSESSMENT APPEALS, STATE OF COLORADO 1313 Sherman Street, Room 315 Denver, Colorado 80203	Docket No.: 2020BAA314
Petitioner: McDonalds Corp. v.	
Respondent: Adams County Board Of Equalization	
Order On Stipulation	

THE PARTIES TO THIS ACTION have entered into a Stipulation, which has been filed with the Board of Assessment Appeals.

FINDINGS OF FACT and CONCLUSIONS OF LAW:

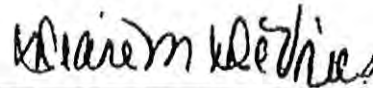
1. The subject property is described as follows:
 - a. County Schedule No.: R0142376
 - b. Category of Appeal: Valuation Appeal
 - c. Property Type: Commercial
2. Petitioner is protesting the 2020 Tax Year(s) actual value of the subject property.
3. The parties agreed the 2020 Tax Year(s) actual value of the subject property should be reduced to a total value of \$2,030,000.
4. The Board concurs with the Stipulation.

ORDER:

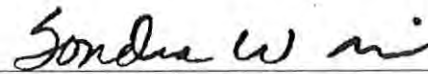
The Respondent is ordered to reduce the 2020 actual value of the subject property, as set forth above. The Adams County Assessor is directed to change his/her records accordingly.

DATED this May 11, 2021.

BOARD OF ASSESSMENT APPEALS

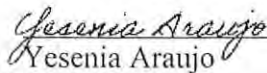


Diane M. Devries



Sondra W. Mercier

I hereby certify that this is a true and correct copy of the decision of the Board of Assessment Appeals.



Yesenia Araujo

BOARD OF ASSESSMENT APPEALS, State of Colorado 1313 Sherman Street, Room 315 Denver, Colorado 80203	<p style="text-align: center;">▲ COURT USE ONLY ▲</p> <hr/> Docket Number: 2020BAA314 County Schedule Number: R0142376
Petitioner: MCDONALDS CORP. Respondent: ADAMS COUNTY BOARD OF EQUALIZATION	
Attorneys for Respondent: Adams County Attorney's Office Meredith P. Van Horn, #42487 Assistant County Attorney 4430 S. Adams County Parkway 5 th Floor, Suite C5000B Brighton, Colorado 80601 Telephone: 720-523-6116 Fax: 720-523-6114	
STIPULATION (As to Tax Year 2020 Actual Value)	

Petitioner and Respondent hereby enter into this Stipulation regarding the tax year 2020 valuation of the subject property, and jointly move the Board of Assessment Appeals to enter its order based on this Stipulation.

Petitioner and Respondent agree and stipulate as follows:

1. The property subject to this Stipulation is located at:
2750 West 104th Avenue, Federal Heights, Colorado.
2. The subject property is classified as Commercial property.
3. The County Assessor originally assigned the following actual value to the subject property for tax year 2020:

Land	\$ 969,343
Improvements	<u>\$1,205,554</u>
Total	\$2,174,897

BIUV-10-003

4. After a timely appeal to the Board of Equalization, the Board of Equalization valued the subject property as follows:

Land	\$ 969,343
Improvements	<u>\$1,205,554</u>
Total	\$2,174,897

5. After further review and negotiation, Petitioner and County Board of Equalization agree to the following actual value for tax year 2020 for the subject property:

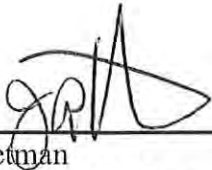
Land	\$ 969,343
Improvements	<u>\$1,060,657</u>
Total	\$2,030,000

6. Both parties stipulate and agree that the valuation as established above is binding with respect to tax year 2020 and that further adjustment, whether brought under legal or factual grounds, shall be precluded.

7. Brief narrative as to why the reduction was made: Additional consideration was given to the age of the property as an element of uniformity to similar like properties in the county. As a result a minor adjustment is warranted.

8. Both parties agree that the hearing scheduled before the Board of Assessment Appeals on July 6th, at 8:30 a.m., be vacated; or, a hearing has not yet been scheduled before the Board of Assessment Appeals _____ (check if appropriate).

DATED this _____ day of April, 2021.



Jason Letman
Consultus Asset Valuation, Inc.
68 Inverness Place East
Suite #103
Englewood, Colorado 80112
Telephone: 303-770-2430
Email: consultus303@gmail.com



Meredith P. Van Horn, #42487
Assistant Adams County Attorney
4430 S. Adams County Parkway
Suite C5000B
Brighton, Colorado 80601
Telephone: 720-523-6116
mvanhorn@adcogov.org

Docket Number: 2020BAA314



MCDONALD'S CORPORATION
PO BOX 66351
AMF O'HARE AIRPORT
CHICAGO, IL 60666
PHONE: 630/826.9372


Letter of Authority to Act in Matter of Property Taxation

To whom it may concern,

McDonald's Corporation hereby authorizes, Boselli Investments, as McDonald's Franchisee(s), the authority to file returns and application, examine any records and discuss or appeal tax assessments to the appropriate authorities for the purpose of obtaining the property tax values relative to the following Colorado properties owned, managed or controlled by this company.

McDonald's Restaurants at:

2750 W. 104th Ave.
10195 Washington St.
8700 Washington St.

BY: 
Name: William Vadbunker
TITLE: VP, Tax

DATE: 5/21/20

ABATEMENT FOR TAX YEAR:		2020		
TODAYS DATE		10/25/21		
BUSINESS NAME:	MBI-MR BULT'S INCO			
ACCOUNT NUMBER:	P0029110			
PARCEL NUMBER:				
	ACTUAL	ASSESSED	MILL	TAX
	VALUE	VALUE	LEVY	DOLLARS
ORIGINAL VALUE	\$269,500	\$78,160	90.095	\$7,041.83
REVISED VALUE	\$0	\$0	90.095	\$0.00
ABATED VALUE	\$269,500	\$78,160	90.095	\$7,041.83
Provide your reason for the Abatement/Added in the space below:				
DOUBLE ASSESSMENT WITH P004158. ABATEMENT PROCESSED BY THE ASSESSOR'S OFFICE. ASSESSOR ERROR.				
ADDED ASSESSMENT FOR TAX YEAR: <input type="text"/>				
BUSINESS NAME:				
ACCOUNT NUMBER:				
PARCEL NUMBER:				
	ACTUAL	ASSESSED	MILL	TAX
	VALUE	VALUE	LEVY	DOLLARS
ORIGINAL VALUE		\$0		\$0.00
REVISED VALUE		\$0	0	\$0.00
ADDED VALUE	\$0	\$0	0	\$0.00

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: ADAMS

Date Received 10/25/2021
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 10/25/2021
Month Day Year

Petitioner's Name: Adams County Assessor on behalf of Property Owner -MBI-MR BULT'S INCO

Petitioner's Mailing Address: _____

City or Town	State	Zip Code
_____	_____	_____
SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY	
<u>P0029110</u>	_____	
_____	_____	
_____	_____	

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 2019 and 2020 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

DOUBLE ASSESSEMENT WITH P004159. ABATEMENT PROCESSED BY THE ASSESSOR OFFICE. ASSESSOR ERROR. ACCOUNT DELETED.

Petitioner's estimate of value: \$ 0.00 (2019) and \$ 0.00 (2020)
Value Year Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

Assessor Office - Loren Morrow
Petitioner's Signature

Daytime Phone Number (720)523-6739

Email Lmorrow@adcogov.org

By _____
Agent's Signature*

Daytime Phone Number (_____) _____

Email _____

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II:		Assessor's Recommendation (For Assessor's Use Only)					
	Tax Year _____			Tax Year _____			
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	
Original	_____	_____	_____	_____	_____	_____	
Corrected	_____	_____	_____	_____	_____	_____	
Abate/Refund	_____	_____	_____	_____	_____	_____	
<input type="checkbox"/> Assessor recommends approval as outlined above.							
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.							
Tax year: _____	Protest?	<input type="checkbox"/> No	<input type="checkbox"/> Yes (If a protest was filed, please attach a copy of the NOD.)				
Tax year: _____	Protest?	<input type="checkbox"/> No	<input type="checkbox"/> Yes (If a protest was filed, please attach a copy of the NOD.)				
<input type="checkbox"/> Assessor recommends denial for the following reason(s):							
_____ Assessor's or Deputy Assessor's Signature							

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner
(Only for abatements up to \$10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____			Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner's Signature

Date

Assessor's or Deputy Assessor's Signature

Date

Section IV: Decision of the County Commissioners
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on ____/____/____, at which meeting there were present the following members:

Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ (being present--not present) and

Petitioner _____ (being present--not present), and WHEREAS, the said

Name Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED, that the Board (agrees--does not agree) with the recommendation of the Assessor and the petition be (approved--approved in part--denied) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund	Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____	_____	_____	_____

Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this _____ day of _____, _____

Month Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this abatement petition, is hereby

Approved Approved in part \$ _____ Denied for the following reason(s):

Secretary's Signature

Property Tax Administrator's Signature

Date

ABATEMENT FOR TAX YEAR:		2019
TODAYS DATE		10/25/21
BUSINESS NAME:	MBI-MR BULT'S INCO	
ACCOUNT NUMBER:	P0029110	
PARCEL NUMBER:		

	ACTUAL	ASSESSED	MILL	TAX
	VALUE	VALUE	LEVY	DOLLARS
ORIGINAL VALUE	\$272,889	\$79,140	89.903	\$7,114.92
REVISED VALUE	\$0	\$0	89.903	\$0.00
ABATED VALUE	\$272,889	\$79,140	89.903	\$7,114.92

Provide your reason for the Abatement/Added in the space below:

DOUBLE ASSESSMENT WITH P004158. ABATEMENT PROCESSED BY THE ASSESSOR'S OFFICE. ASSESSOR ERROR.

ADDED ASSESSMENT FOR TAX YEAR:

BUSINESS NAME:		
ACCOUNT NUMBER:		
PARCEL NUMBER:		

	ACTUAL	ASSESSED	MILL	TAX
	VALUE	VALUE	LEVY	DOLLARS
ORIGINAL VALUE		\$0		\$0.00
REVISED VALUE		\$0	0	\$0.00
ADDED VALUE	\$0	\$0	0	\$0.00

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: ADAMS

Date Received 10/25/2021
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 10/25/2021
Month Day Year

Petitioner's Name: Adams County Assessor on behalf of Property Owner -MBI-MR BULT'S INCO

Petitioner's Mailing Address: _____

City or Town	State	Zip Code
_____	_____	_____
SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY	
<u>P0029110</u>	_____	
_____	_____	
_____	_____	

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 2019 and 2020 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

DOUBLE ASSESSEMENT WITH P004159. ABATEMENT PROCESSED BY THE ASSESSOR OFFICE. ASSESSOR ERORR. ACCOUNT DELETE.

Petitioner's estimate of value: \$ 0.00 (2019) and \$ 0.00 (2020)
Value Year Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

Assessor Office - Loren Morrow
Petitioner's Signature

Daytime Phone Number (720)523-6739

Email Lmorrow@adcogov.org

By _____
Agent's Signature*

Daytime Phone Number (_____) _____

Email _____

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II:		Assessor's Recommendation (For Assessor's Use Only)					
	Tax Year _____			Tax Year _____			
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	
Original	_____	_____	_____	_____	_____	_____	
Corrected	_____	_____	_____	_____	_____	_____	
Abate/Refund	_____	_____	_____	_____	_____	_____	
<input type="checkbox"/> Assessor recommends approval as outlined above.							
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.							
Tax year: _____	Protest?	<input type="checkbox"/> No	<input type="checkbox"/> Yes (If a protest was filed, please attach a copy of the NOD.)				
Tax year: _____	Protest?	<input type="checkbox"/> No	<input type="checkbox"/> Yes (If a protest was filed, please attach a copy of the NOD.)				
<input type="checkbox"/> Assessor recommends denial for the following reason(s):							
_____ Assessor's or Deputy Assessor's Signature							

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III:		Written Mutual Agreement of Assessor and Petitioner					
		(Only for abatements up to \$10,000)					
The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.							
The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:							
		Tax Year _____				Tax Year _____	
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>		<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____	_____
Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.							
_____ Petitioner's Signature				_____ Date			
_____ Assessor's or Deputy Assessor's Signature				_____ Date			

Section IV:		Decision of the County Commissioners			
		(Must be completed if Section III does not apply)			
WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on ____/____/____, at which meeting there were present the following members:					
	Month	Day	Year		

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ (being present--not present) and					
Petitioner _____ (being present--not present), and WHEREAS, the said					
County Commissioners have carefully considered the within petition, and are fully advised in relation thereto,					
NOW BE IT RESOLVED, that the Board (agrees--does not agree) with the recommendation of the Assessor and the petition be (approved--approved in part--denied) with an abatement/refund as follows:					
_____	_____	_____	_____	_____	_____
Year	Assessed Value	Taxes Abate/Refund	Year	Assessed Value	Taxes Abate/Refund
_____ Chairperson of the Board of County Commissioners' Signature					
I, _____ County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.					
IN WITNESS WHEREOF , I have hereunto set my hand and affixed the seal of said County					
this _____ day of _____, _____					
_____ County Clerk's or Deputy County Clerk's Signature					
Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.					

Section V:		Action of the Property Tax Administrator			
		(For all abatements greater than \$10,000)			
The action of the Board of County Commissioners, relative to this abatement petition, is hereby					
<input type="checkbox"/> Approved <input type="checkbox"/> Approved in part \$ _____ <input type="checkbox"/> Denied for the following reason(s):					

_____ Secretary's Signature		_____ Property Tax Administrator's Signature		_____ Date	



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 23, 2021
SUBJECT: Sanitary Sewer Line to City of Thornton
FROM: Nicci Beauprez, Project Manager – Land & Assets
AGENCY/DEPARTMENT: Facilities & Fleet Management
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 Easement Purchase and Sale Agreement, its Grant of Perpetual Sanitary Sewer Line, and its Temporary Construction Easement to the City of Thornton.

BACKGROUND:

Adams County (County) owns property generally located at 9700 North Riverdale Rd, Thornton CO (the Property). The City of Thornton (COT) is requesting to purchase an easement through County Property according to the terms and conditions of the attached agreement. The County will receive \$97,397 as compensation from COT for the easement in addition to a sewer tap credit of \$108,885 upon closing and according to the terms and conditions of the attached agreements.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office | County Attorney's Office | Parks, Open Space & Cultural Arts | Facilities & Fleet Management

ATTACHED DOCUMENTS:

- Resolution
- Easement Purchase and Sale Agreement
- Grant of Perpetual Sanitary Sewer Line
- Temporary Construction Easement

FISCAL IMPACT:

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

Fund: 27

Cost Center: 6107

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	6840		97,397
Total Revenues:			<u>97,397</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>0</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION TO APPROVE EASEMENT PURCHASE AND SALE AGREEMENT AND
GRANT OF PERPETUAL SANITARY SEWER LINE EASEMENT AND TEMPORARY
CONSTRUCTION EASEMENT TO THE CITY OF THORNTON IN THE AMOUNT OF
206,282.00 DOLLARS RECEIVED BY COUNTY

WHEREAS, the City of Thornton (COT) wishes to construct a sanitary sewer line across Adams County owned property generally located at 9700 North Riverdale, Thornton, CO (Property); and,

WHEREAS, the sanitary sewer line will provide expanded services including constituents of Adams County; and,

WHEREAS, Adams County (County) wishes to grant a perpetual sanitary sewer line easement and an accompanying temporary construction easement to allow COT to construct said sanitary sewer line according to the terms and conditions of the attached Easement Purchase and Sale Agreement across County Property; and,

WHEREAS, County will receive \$97,397 as compensation for the easement in addition to a sewer tap credit of \$108,885 upon closing and according to the terms and conditions of the attached agreements; and,

WHEREAS, the Board of County Commissioners wishes to authorize the Facilities & Fleet Management Director and Project Manager of Land & Assets to execute any customary, non-contractual documents at closing on its behalf, including but not limited to: affidavits, settlement statements, closing disclosures and disburser's notices after review and approval by the County Attorney's Office.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Easement Purchase and Sale Agreement, Temporary Construction Easement Agreement, and Grant of Perpetual Sanitary Sewer Line Easement to the City of Thornton, a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED that the Chairman of the Board of County Commissioners is authorized to sign the Easement Purchase and Sale Agreement, Temporary Construction Easement Agreement, and Grant of Perpetual Sanitary Sewer Line Easement to the City of Thornton on behalf of Adams County.

BE IT FURTHER RESOLVED, that the persons stated above within the Facilities & Fleet Management Department are hereby authorized to execute any customary, non-contractual documents to complete the sale and settlement of the described property, after review and approval by the County Attorney's Office.

EASEMENT PURCHASE AND SALE AGREEMENT

This Easement Purchase and Sale Agreement entered into this _____ day of _____, 2021 ("Agreement") is by and between the City of Thornton, a Colorado municipal corporation located at 9500 Civic Center Drive, Thornton, CO 80229 ("Thornton" or "Purchaser") and the Board of County Commissioners of Adams County, a body politic organized under and existing by virtue of the laws of the State of Colorado, located at 4430 S. Adams County Parkway, 5th Floor, Suite C5000A, Brighton, Colorado 80601 ("Seller"). Purchaser and Seller may be referenced herein in the singular as "Party" or collectively as the "Parties".

RECITALS

Seller is the owner of certain real property ("Property") generally located at 9700 North Riverdale, Thornton, CO in Adams County. Under the terms set forth herein, Thornton desires to purchase and Seller desires to sell, a Temporary Construction Easement and a Perpetual Sanitary Sewer Line Easement over portions of the Property, more particularly described on Exhibit A and Exhibit B attached hereto, for the Remington to Riverdale Lift Station Gravity Main Project (the "Project").

NOW THEREFORE, in consideration of the Purchase Price hereinafter defined and the promises and conditions contained herein, the Parties hereto agree as follows:

1. **PURCHASE PRICE AND TERMS.** The Seller agrees to sell and the Purchaser agrees to purchase (a) a Temporary Construction Easement for the amount of Twenty-Five Thousand Fifty-Three and No/100 Dollars (\$25,053.00), to be conveyed to Purchaser in substantially the same form as **Exhibit A** attached hereto, and (b) a Perpetual Sanitary Sewer Line Easement for the amount of Seventy Two Thousand Three Hundred Forty-Four and No/100 Dollars (\$72,344.00), to be conveyed to Purchaser in substantially the same form as **Exhibit B** attached hereto (collectively, "Easement"), in addition to a sewer tap credit, for the total purchase price of One Hundred Eight Thousand Eight Hundred Eighty-Five and No/100 Dollars (\$108,885.00) (the "Purchase Price").
2. **EARNEST MONEY.** Upon execution of this Agreement, Earnest Money in the amount of Ten Thousand and No/100 Dollars (\$10,000.00) shall be placed into an escrow account with Empire Title North LLC located at 12000 North Pecos St., Westminster, CO 80234 (the "Title Company").
3. **EVIDENCE OF TITLE.**
 - a. Thornton may, at any time and at Thornton's expense, obtain a current commitment for owner's title insurance policy or other title work as Thornton deems necessary to examine title.
 - b. Thornton shall have the right to inspect the Easement areas to determine if any third party has any right in the Easement areas not shown by the public records (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy). Written notice of any unsatisfactory condition(s) disclosed by Seller or revealed by such inspection shall be provided to Seller promptly upon discovery thereof.

- c. If Thornton determines, in its sole discretion, that title to the Easement areas is unsatisfactory, Thornton shall have the right to terminate this Agreement by written notice to Seller within 20 days after mutual execution of this Agreement and all things of value shall be returned promptly to Thornton.
4. **INSPECTION.** Upon execution of the Agreement Thornton, its agents and employees shall be entitled to enter the Easement areas for the purpose of making inspections thereof and conducting such tests and observations as Thornton deems appropriate; provided, however, Thornton shall obtain Seller's prior written approval to any invasive testing. Thornton is responsible for payment for all such inspections, tests and observations and for any other work performed at Thornton's request and shall pay for any damage which occurs to the Property as a result of such activities. Thornton shall not permit claims or liens of any kind against the Property for inspections, tests and observations and for any other work performed on the Property at Thornton's request.
5. **CLOSING.** Closing shall occur sixty (60) days following the execution of this Agreement, unless such Closing date is mutually extended in writing by the Parties. At or before closing, Seller shall execute the documents described in Paragraph 1 above and Thornton and Seller shall sign and complete all other customary or required closing documents. Each party shall pay the cost of its own attorneys' fees. Thornton shall pay the premium for any title insurance policy. Thornton shall pay all costs and charges in connection with the Closing, including any transfer fees, excise taxes and the cost of recording the conveyance instruments described in Paragraph 1 above.
6. **SELLER'S REPRESENTATIONS.** In addition to its other representations and warranties set forth herein, Seller represents as follows:
 - a. **Authority.** Seller is the owner of the Property and is duly authorized to execute and deliver this Agreement.
 - b. **Environmental.** Seller represents that it has not received any written notice alleging the Easement areas are in violation of applicable federal, state and local laws, ordinances and regulations relating to hazardous waste or materials, industrial hygiene or the environmental conditions on, under or about the Easement areas, including, but not limited to, soil and groundwater conditions.
 - c. **No Breach of Other Documents.** Neither the execution of this Agreement, nor the consummation of the transaction provided for herein, constitutes, or will result in, any breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, charter, bylaw, mortgage, loan agreement, lien, lease, license, judgment, decree, order, instrument or other verbal or written agreement to which Seller is a party or is subject or to which the Property is subject, except as may be provided herein.
 - d. **Pending Litigation.** Seller has no written notice of any pending litigation that relates to the Easement areas.
7. **TIME OF ESSENCE / REMEDIES.** Time is of the essence hereof.
 - a. If Thornton is in default Seller may elect to treat this Agreement as cancelled and retain the Earnest Money.

- b. If Seller is in default Thornton may elect to treat this Agreement as cancelled and receive a refund of the Earnest Money.
8. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement without the prior written consent of the Parties. This Agreement shall be deemed a contract. It shall bind the parties only when signed by an authorized person on behalf of Thornton and by the Seller or Seller's designated representatives.
9. **SURVIVING PROVISIONS.** The Parties acknowledge and agree that all the terms and obligations of this Agreement shall survive closing on the Property and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
10. **GOVERNMENTAL IMMUNITY.** The Parties hereto understand and agree that the Parties and their officers and employees are relying on, and do not waive or intend to waive, by any provision of this Agreement, any rights, protections, or privileges provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended, or otherwise available to the Parties and their officers and employees.
11. **ASSIGNMENT.** This Agreement shall not be assigned without the prior written consent of the Parties.
12. **NOTICES.** Any notices required to be sent pursuant to this Agreement shall be sent by registered mail to the address of Thornton and Seller as set forth below:
- PURCHASER:**
The City of Thornton
9500 Civic Center Drive
Thornton, Colorado 80229
- SELLER:**
Adams County
4430 S. Adams County Parkway
Brighton, Colorado 80601
14. **PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
15. **ADDITIONAL DOCUMENTS OR ACTION.** The Parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.
16. **EXHIBITS.** All exhibits attached hereto are incorporated herein by this reference.
17. **INTEGRATION AND AMENDMENT.** This Agreement represents the entire agreement between the Parties and may be amended only by an instrument in writing signed by the Parties.

18. **WAIVER OF BREACH.** The waiver by a Party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
19. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement is effective as of the day and date first written above.

SELLER:

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

Name: _____
Chair

**ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER**

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office



PURCHASER:

CITY OF THORNTON, COLORADO

DocuSigned by:



313E73029F11470...
Jason Pierce
Infrastructure Engineering Director

ATTEST:

DocuSigned by:



D579628B4ECE4A2...
Kristen Rosenbaum, City Clerk

APPROVED AS TO FORM:

DocuSigned by:


1DF7F41E3CDD488...
Julie K.L. Mecklenburg, Assistant City Attorney

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT is entered into this ____ day of _____ 2021 by and between the Board of County Commissioners of Adams County, a body politic organized under and existing by virtue of the laws of the State of Colorado, whose address is 4430 S. Adams County Parkway, 5th Floor, Suite C5000A, Brighton, Colorado ("Grantor") and the City of Thornton, a Colorado home rule municipality, whose address is 9500 Civic Center Drive, Thornton, Colorado 80229 ("Grantee").

RECITALS

WHEREAS, the Grantor owns certain property located within Adams County and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the City will require use of the Property to construct as part of the City's the Remington to Riverdale Lift Station Gravity Main Project, which will involve the construction of a sanitary sewer line from the existing Remington lift station to the location of a new Riverdale lift station (the "Project").

NOW THEREFORE, in consideration of the sum of Twenty-Five Thousand Fifty-Three and No/100 Dollars (\$25,053.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Grantor hereby grants to the Grantee a temporary construction easement on the Property (the "Temporary Construction Easement") for the purpose of performing activities necessary for the Project, subject to the following terms and conditions:

1. Grantee shall give Grantor written notice of the date on which Grantee intends to begin using the Property for the Project (the "Commencement Date") no less than thirty (30) calendar days prior to entering onto Grantor's land for such work.
2. The term of this Temporary Construction Easement shall begin upon the Commencement Date and shall, on the one year anniversary of the Commencement Date, expire and be of no further force and effect unless it is extended as provided in paragraph 3 below.
3. Grantee shall have the option to extend the term of this Temporary Construction Easement for up to eight (8) additional ninety (90) day terms for an additional sum of Four Hundred Fifty and No/100 Dollars (\$450.00) per ninety-day extension term. Such extensions may be exercised by Grantee by providing written notice to Grantor of Grantee's intent to exercise such option, together with payment for such extension term, prior to the end of the then-current term.
4. As a condition to the grant of this Temporary Construction Easement, the Grantee covenants and agrees that, prior to the expiration or termination of this Temporary Construction Easement, Grantee will restore the Property to substantially the same condition that existed immediately prior to Grantee's entrance thereon in connection

with the Project. At all times while this Temporary Construction Easement is effective, Grantee shall require its contractors to indemnify Grantor for any damages to persons or property caused by their negligent acts or omissions in furtherance of the Project or by their use of or presence on the Property pursuant to this Temporary Construction Easement, including their subcontractors. Grantee's contractors must maintain commercial general liability insurance in the amount of at least two million dollars per occurrence, five million dollars aggregate, naming Grantor as an additional insured. Grantee shall not allow any liens to be placed against the Property and shall remove such liens at its sole cost. If any liens are allowed to be placed against the Property, Grantor may remove such liens at Grantee's sole cost. Grantee shall use its reasonable best efforts to avoid causing any environmental contamination of the Property and shall not allow any hazardous substances to be placed, stored, or released on the Property in violation of any applicable environmental law and shall be responsible for any damages caused by said hazardous substances and costs of any environmental remediation required by law, but only to the extent that the need for such environmental remediation is created, or such hazardous substances were brought onto the Property by Grantee, its contractors, and agents.

5. During the term of this Temporary Construction Easement, Grantor shall not erect or construct, or allow to be erected or constructed any building or other structure within said Temporary Construction Easement that may interfere with Grantee's full enjoyment of the rights hereunder.
6. The parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees, hereto.
7. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.
8. Each signatory to this easement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this easement on behalf of the party for which he or she signs and that this Temporary Construction Easement Agreement will be binding on such party and enforceable in accordance with its terms.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Temporary Construction Easement Agreement to be effective as of the date first above written.

GRANTOR:

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

Name: _____
Chair

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

APPROVED AS TO FORM

Deputy Clerk

Adams County Attorney's Office

GRANTEE:

CITY OF THORNTON, COLORADO

Jason Pierce
Infrastructure Engineering Director

ATTEST:

Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:

Julie K.L. Mecklenburg, Assistant City Attorney

Exhibit A

PROPERTY DESCRIPTION

THORNTON CIP 19-233 & 19-234

Temporary Construction Easements 1 & 2

Two parcels of land for easement purposes, located in the North Half (N1/2) of Section Nineteen (19), Township Two South (T.2S.), Range Sixty-seven West (R.67W.), Sixth Principal Meridian (6th P.M.), County of Adams, State of Colorado, more particularly described as follows:

Temporary Construction Easement 1 being more particularly described as follows:

COMMENCING at the Northeast corner of Section 19 and assuming the North line of the NE1/4 of the NE1/4 of Section 19 as bearing South 88°09'32" West, a distance of 1322.46 feet with all bearings contained herein relative thereto.

THENCE South 88°09'32" West along the North line of said NE1/4 of the NE1/4 a distance of 1163.51 feet;
THENCE South 01°50'28" East a distance of 45.00 feet, as measured at a right angle to a point on the Southerly Right-Of-Way line of East 96th Avenue and to the **POINT OF BEGINNING**;

THENCE South 50°10'00" West a distance of 701.51 feet;
THENCE South 07°16'28" West a distance of 848.19 feet;
THENCE South 69°53'46" West a distance of 925.24 feet;
THENCE South 63°54'26" West a distance of 245.86 feet to a point on the Easterly Right-Of-Way line of Riverdale Road;
THENCE North 29°07'53" East along said Easterly Right-Of-Way line, a distance of 43.83 feet;
THENCE North 63°54'26" East a distance of 211.16 feet;
THENCE North 69°53'46" East a distance of 911.34 feet;
THENCE North 07°16'28" East a distance of 842.80 feet;
THENCE North 50°10'00" East a distance of 679.32 feet to a point on the Southerly Right-Of-Way line of East 96th Avenue;
THENCE North 88°09'32" East along said Southerly Right-Of-Way line a distance of 40.61 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains a total of 67,068 sq. ft. or 1.540 acres, more or less and is subject to any existing easements and rights of way of record or as now existing on said described parcel of land.

Together with Temporary Construction Easement 2 being more particularly described as follows:

COMMENCING at the East Sixteenth corner of Section 19 and assuming the North line of the NE1/4 of the NE1/4 of Section 19 as bearing South 88°09'32" West, a distance of 1322.46 feet with all bearings contained herein relative thereto.

THENCE North 88°09'32" East along the North line of said NE1/4 of the NE1/4 a distance of 53.35 feet;
THENCE South 01°50'28" East a distance of 45.00 feet, as measured at a right angle to a point on the Southerly Right-Of-Way line of East 96th Avenue and to the **POINT OF BEGINNING**;

THENCE South 50°10'00" West a distance of 643.82 feet;
THENCE South 07°16'28" West a distance of 834.19 feet;
THENCE South 69°53'46" West a distance of 889.10 feet;
THENCE South 63°54'26" West a distance of 155.65 feet to a point on the Easterly Right-Of-Way line of Riverdale Road;
THENCE North 29°07'53" East along said Easterly Right-Of-Way line, a distance of 43.83 feet;
THENCE North 63°54'26" East a distance of 120.96 feet;
THENCE North 69°53'46" East a distance of 875.20 feet;
THENCE North 07°16'28" East a distance of 567.66 feet;
THENCE North 82°43'32" West a distance of 100.00 feet;
THENCE North 07°16'28" East a distance of 100.00 feet;
THENCE South 82°43'32" East a distance of 100.00 feet;
THENCE South 07°16'28" East a distance of 161.14 feet;



THENCE North 50°10'00" East a distance of 621.64 feet to a point on the Southerly Right-Of-Way line of East 96th Avenue;

THENCE North 88°09'32" East along said Southerly Right-Of-Way line a distance of 40.61 feet to the **POINT OF BEGINNING**;

Said described parcel of land contains a total of 72,117 sq. ft. or 1.656 acres, more or less and is subject to any existing easements and rights of way of record or as now existing on said described parcel of land.

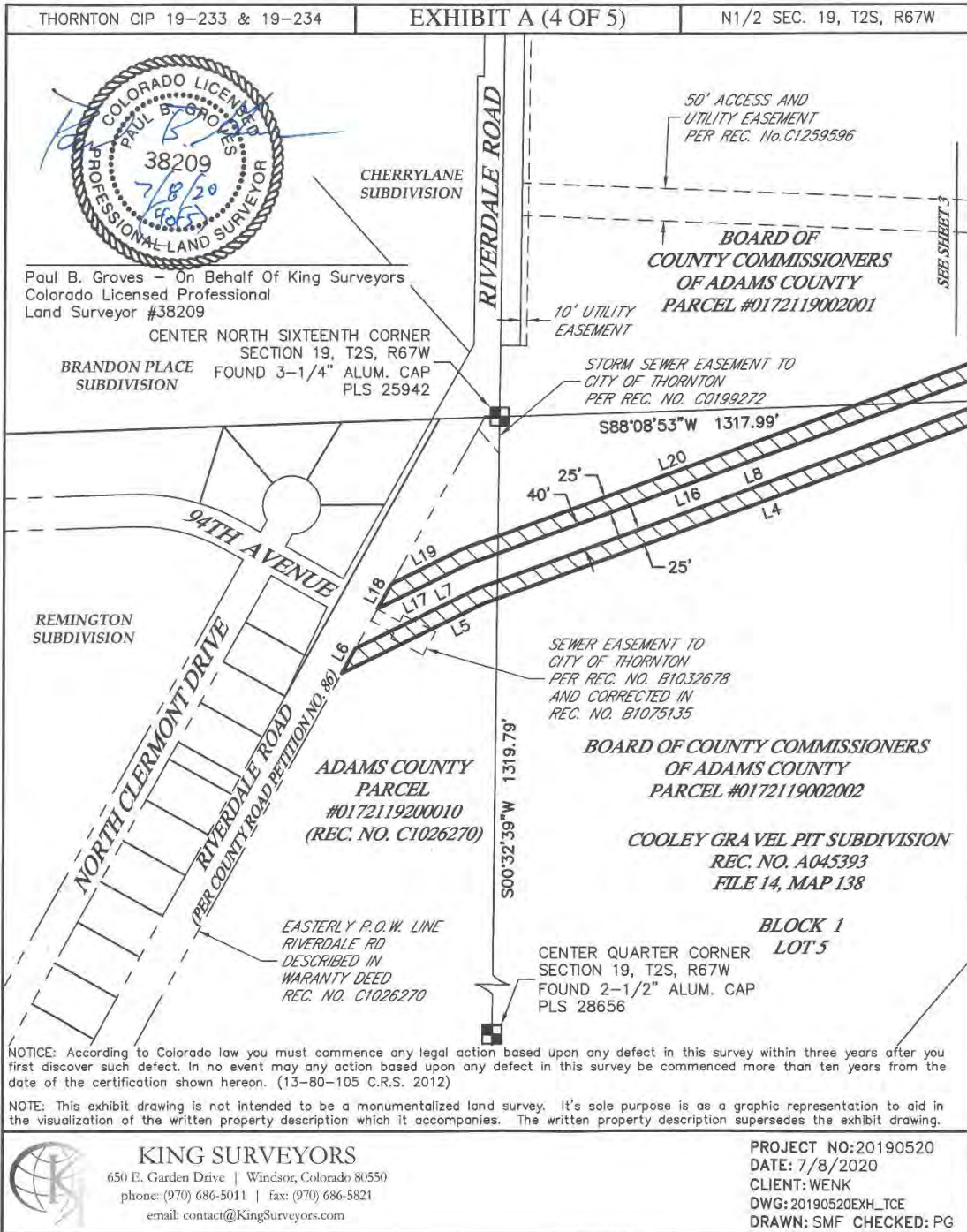
SURVEYOR'S CERTIFICATE

I, Paul B. Groves, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



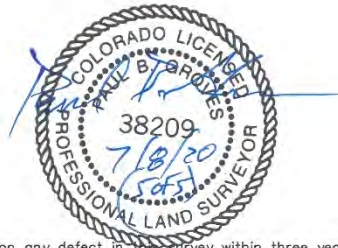
Paul B. Groves –on behalf of King Surveyors
Colorado Registered Professional
Land Surveyor #38209

KING SURVEYORS
650 Garden Drive
Windsor, Colorado 80550
(970) 686-5011



LINE TABLE		
LINE	BEARING	LENGTH
L1	S01°50'28"E	45.00'
L2	S50°10'00"W	701.51'
L3	S07°16'28"W	848.19'
L4	S69°53'46"W	925.24'
L5	S63°54'26"W	245.86'
L6	N29°07'53"E	43.83'
L7	N63°54'26"E	211.16'
L8	N69°53'46"E	911.34'
L9	N07°16'28"E	842.80'
L10	N50°10'00"E	679.32'
L11	N88°09'32"E	40.61'
L12	S88°09'32"W	53.35'
L13	S01°50'28"E	45.00'
L14	S50°10'00"W	643.82'

LINE TABLE		
LINE	BEARING	LENGTH
L15	S07°16'28"W	834.19'
L16	S69°53'46"W	889.10'
L17	S63°54'26"W	155.65'
L18	N29°07'53"E	43.83'
L19	N63°54'26"E	120.96'
L20	N69°53'46"E	875.20'
L21	N07°16'28"E	567.66'
L22	N82°43'32"W	100.00'
L23	N07°16'28"E	100.00'
L24	S82°43'32"E	100.00'
L25	N07°16'28"E	161.14'
L26	N50°10'00"E	621.64'
L27	N88°09'32"E	40.61'



NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)

NOTE: This exhibit drawing is not intended to be a monumentalized land survey. It's sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@KingSurveyors.com

PROJECT NO: 20190520
 DATE: 7/8/2020
 CLIENT: WENK
 DWG: 20190520EXH_TCE
 DRAWN: SMF CHECKED: PG

EXHIBIT B

GRANT OF PERPETUAL SANITARY SEWER LINE EASEMENT

THIS GRANT OF PERPETUAL SANITARY SEWER LINE EASEMENT is made this _____ day of _____, 2021 between the Board of County Commissioners of Adams County, a body politic organized under and existing by virtue of the laws of the State of Colorado, whose address is 4430 S. Adams County Parkway, 5th Floor, Suite C5000A, Brighton, Colorado ("Grantor"), and the City of Thornton, a Colorado municipal corporation, located at 9500 Civic Center Drive, Thornton, Colorado 80229 ("Grantee"). Grantor and Grantee may be collectively referred to herein as "Parties".

1. For and in consideration in the amount of Seventy Two Thousand Three Hundred Forty-Four and No/100 Dollars (\$72,344.00) and the promises and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, non-exclusive easement for the purpose of constructing, operating, maintaining, replacing, repairing, reconstructing, improving, inspecting, surveying and testing at any time and from time to time sanitary sewer lines, and necessary appurtenances, including manholes and a maintenance road ("Sanitary Sewer Line Improvements") in, over, under, across, and on Grantor's property as described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Sanitary Sewer Line Easement").
2. Grantor further grants to the Grantee:
 - a. The right, subject to applicable land use approvals, from time to time to enlarge, improve, reconstruct, relocate and replace any Sanitary Sewer Line Improvements located or constructed hereunder or placed within the Sanitary Sewer Line Easement, including manholes, which may extend up to a foot above grade;
 - b. The right to ingress and egress over and across a portion of Grantor's adjacent property for the purpose of exercising the rights herein granted; and
 - c. The right to mark the location of the Sanitary Sewer Line Easement by suitable markers set in or on the ground; provided that permanent markers shall be placed in locations which will not interfere with any reasonable use Grantor shall make of said Sanitary Sewer Line Easement; and
 - d. The right to construct, use and maintain as part of the Sanitary Sewer Line Improvements an unpaved / class 5 or 6 aggregate base maintenance road on, over and across the Sanitary Sewer Line Easement area for use by Grantee and its invitees and contractors.
3. Grantor reserves the right to use and occupy the Sanitary Sewer Line Easement for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the Grantee's Sanitary Sewer Line Improvements or otherwise interfere with Grantee's rights hereunder; and the Parties further agree that the uses of said Sanitary Sewer Line Easement by Grantor and the agreements concerning those uses shall be as follows:

- a. Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any permanent obstruction, or plant any trees or decrease or substantially increase ground level, or allow the installation of other utilities, in said Sanitary Sewer Line Easement or grant any other easements or other property rights in the Sanitary Sewer Line Easement without first obtaining the specific written permission of the Grantee, which permission shall not be unreasonably withheld.
 - b. Grantor shall take no action that would impair or in any way decrease or substantially increase the ground level, the lateral or subjacent support for the Sanitary Sewer Line Improvements within the Sanitary Sewer Line Easement without obtaining specific written permission of the Grantee.
 - c. The Grantor may use the Sanitary Sewer Line Easement area for any and all lawful purposes not inconsistent with the purposes set forth in this Sanitary Sewer Line Easement, including setbacks, density, open space, and landscaping (but excluding trees, roadways, and parking lots not specifically permitted herein or by Grantee's written consent), so long as such uses do not interfere with the continued use, maintenance and repair of, or cause damage to the Sanitary Sewer Line Improvements.
 - d. In the event any of the terms of this Sanitary Sewer Line Easement are violated by the Grantor or by any person in privity with the Grantor, such violation shall be immediately corrected and eliminated upon receipt of notice from the Grantee, and if not corrected, the Grantee shall have the right to correct and eliminate such violation and the Grantor, its successors and assigns, shall promptly pay the costs to correct said violation. Notwithstanding the foregoing, Grantee specifically reserves the right to do all acts necessary to immediately remedy any emergency or situation that may arise that disrupts or affects use of the Sanitary Sewer Line Easement.
4. The Parties agree that the Grantee has the right to assign this Sanitary Sewer Line Easement to other parties so long as such grant is consistent with the terms of this Sanitary Sewer Line Easement and after first obtaining the written permission of Grantor.
 5. Grantee shall restore the surface of any ground disturbed in the course of exercising any of its rights under the Easement to substantially the same condition that existed prior to such use by the Grantee, except as necessary to accommodate the Sanitary Sewer Line Improvements and except the removal of trees. At all times while this Sanitary Sewer Line Easement is effective, Grantee shall require its contractors to indemnify Grantor for any damages to persons or property caused by their negligent acts or omissions in furtherance of the Sanitary Sewer Line Easement or by their use of or presence on the Property pursuant to this Sanitary Sewer Line Easement, including their subcontractors. Grantee's contractors must maintain commercial general liability insurance in the amount of at least two million dollars per occurrence, five million dollars aggregate, naming Grantor as an additional insured. Grantee shall not allow any liens to be placed against the Property and shall remove such liens at its sole cost. If any liens are allowed to be placed against the Property, Grantor may remove such liens at Grantee's sole cost. Grantee shall use its reasonable best efforts to avoid causing any environmental contamination of the Property and shall not allow any hazardous substances to be placed, stored, or released on the Property in violation of any applicable environmental law and shall be responsible for any damages caused by said hazardous substances and the costs of any environmental

remediation required by law, but only to the extent that the need for such environmental remediation is created, or such hazardous substances were brought onto the Property, by Grantee, its contractors, and agents. Grantee shall be solely responsible for all costs of its infrastructure and shall be responsible for all damage and injuries caused by the actions of its employees, contractors, and agents while on the Property in furtherance of this Sanitary Sewer Line Easement, as well as all damage and injuries caused by Grantee's infrastructure.

6. The Parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees, hereto.
7. All of the covenants herein contained shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned have set their hands hereto on the day and year above first written.

GRANTOR:

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

Name: _____
Chair

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

APPROVED AS TO FORM

Deputy Clerk

Adams County Attorney's Office

GRANTEE:

CITY OF THORNTON, COLORADO

Jason Pierce, Infrastructure Engineering Director

ATTEST:

Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:

Julie K.L. Mecklenburg, Assistant City Attorney

Exhibit A
PROPERTY DESCRIPTION
THORNTON CIP 19-233 & 19-234
Permanent Easement

A parcel of land for easement purposes, located in the North Half (N1/2) of Section Nineteen (19), Township Two South (T.2S.), Range Sixty-seven West (R.67W.), Sixth Principal Meridian (6th P.M.), County of Adams, State of Colorado, more particularly described as follows:

COMMENCING at the Northeast corner of Section 19 and assuming the North line of the NE1/4 of the NE1/4 of Section 19 as bearing South 88°09'32" West, a distance of 1322.46 feet with all bearings contained herein relative thereto.

THENCE South 88°09'32" West along the North line of said NE1/4 of the NE1/4 a distance of 1204.13 feet;
THENCE South 01°50'28" East a distance of 45.00 feet, as measured at a right angle to a point on the Southerly Right-Of-Way line of East 96th Avenue and to the **POINT OF BEGINNING**;

THENCE South 50°10'00" West a distance of 679.32 feet;
THENCE South 07°16'28" West a distance of 842.80 feet;
THENCE South 69°53'46" West a distance of 911.34 feet;
THENCE South 63°54'26" West a distance of 211.16 feet to a point on the Easterly Right-Of-Way line of Riverdale Road;
THENCE North 29°07'53" East along said Easterly Right-Of-Way line, a distance of 70.13 feet;
THENCE North 63°54'26" East a distance of 155.65 feet;
THENCE North 69°56'46" East a distance of 889.10 feet;
THENCE North 07°16'28" East a distance of 834.19 feet;
THENCE North 50°10'00" East a distance of 643.82 feet to a point on the Southerly Right-Of-Way line of East 96th Avenue;
THENCE North 88°09'32" East along said Southerly Right-Of-Way line a distance of 64.98 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains a total of 103,348 sq. ft. or 2.373 acres, more or less and is subject to any existing easements and rights of way of record or as now existing on said described parcel of land.

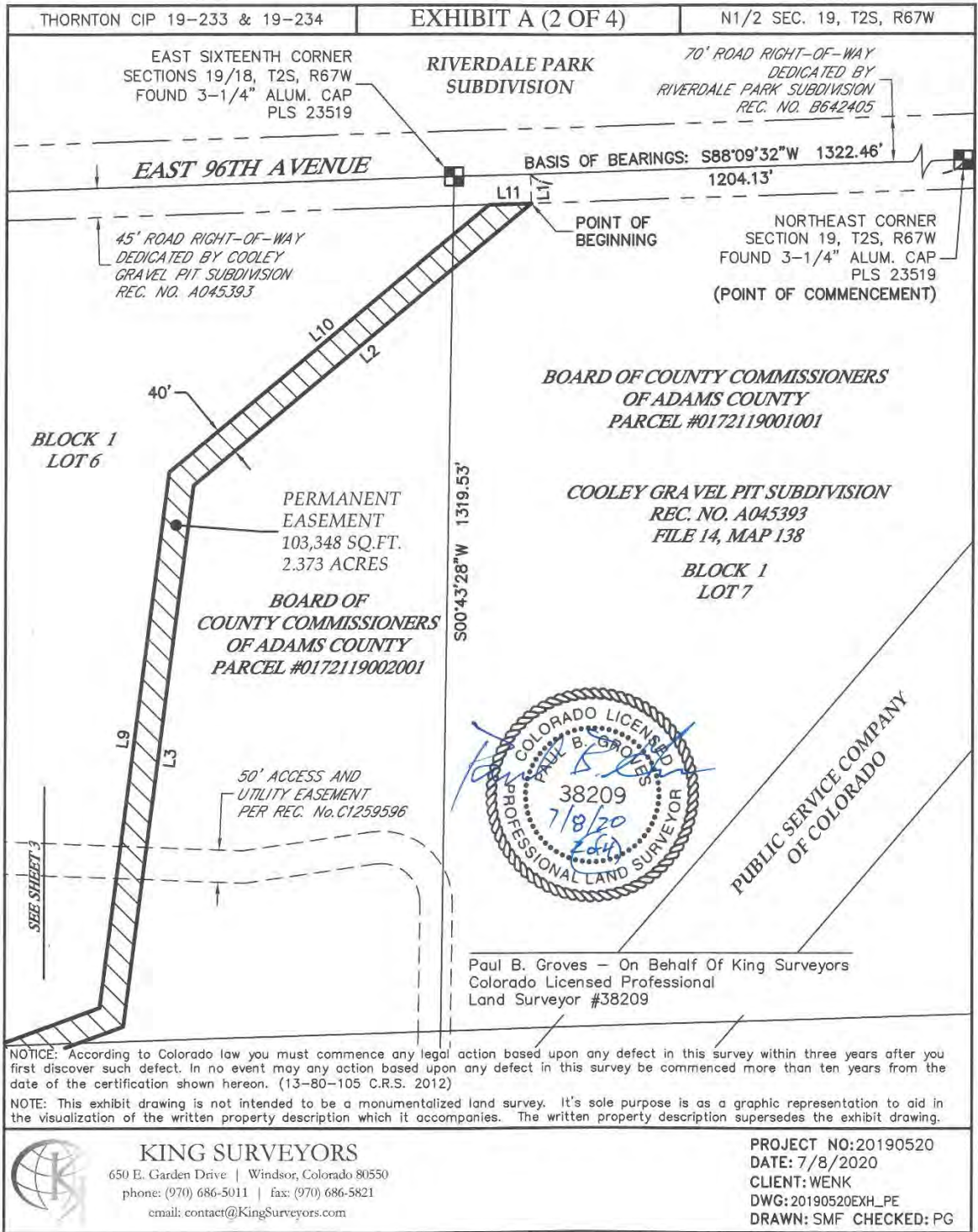
SURVEYOR'S CERTIFICATE

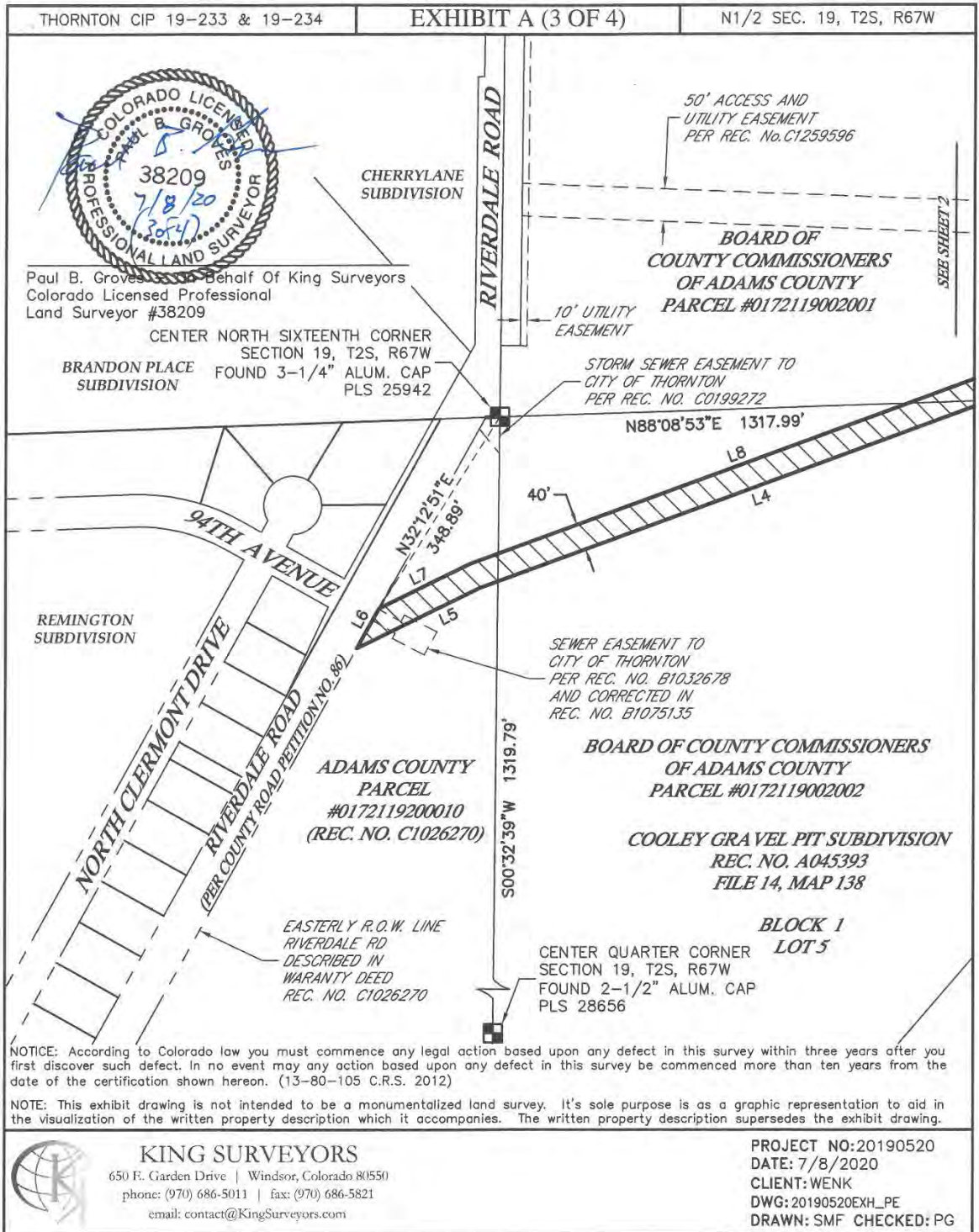
I, Paul B. Groves, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Paul B. Groves –on behalf of King Surveyors
Colorado Registered Professional
Land Surveyor #38209

KING SURVEYORS
650 Garden Drive
Windsor, Colorado 80550
(970) 686-5011





LINE TABLE		
LINE	BEARING	LENGTH
L1	S01°50'28"E	45.00'
L2	S50°10'00"W	679.32'
L3	S07°16'28"W	842.80'
L4	S69°53'46"W	911.34'
L5	S63°54'26"W	211.16'
L6	N29°07'53"E	70.13'
L7	N63°54'26"E	155.65'
L8	N69°53'46"E	889.10'
L9	N07°16'28"E	834.19'
L10	N50°10'00"E	643.82'
L11	N88°09'32"E	64.98'



NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)

NOTE: This exhibit drawing is not intended to be a monumentalized land survey. It's sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@KingSurveyors.com

PROJECT NO: 20190520
 DATE: 7/8/2020
 CLIENT: WENK
 DWG: 20190520EXH_PE
 DRAWN: SMF CHECKED: PG

GRANT OF PERPETUAL SANITARY SEWER LINE EASEMENT

THIS GRANT OF PERPETUAL SANITARY SEWER LINE EASEMENT is made this _____ day of _____, 2021 between the Board of County Commissioners of Adams County, a body politic organized under and existing by virtue of the laws of the State of Colorado, whose address is 4430 S. Adams County Parkway, 5th Floor, Suite C5000A, Brighton, Colorado ("Grantor"), and the City of Thornton, a Colorado municipal corporation, located at 9500 Civic Center Drive, Thornton, Colorado 80229 ("Grantee"). Grantor and Grantee may be collectively referred to herein as "Parties".

1. For and in consideration in the amount of Seventy Two Thousand Three Hundred Forty-Four and No/100 Dollars (\$72,344.00) and the promises and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, non-exclusive easement for the purpose of constructing, operating, maintaining, replacing, repairing, reconstructing, improving, inspecting, surveying and testing at any time and from time to time sanitary sewer lines, and necessary appurtenances, including manholes and a maintenance road ("Sanitary Sewer Line Improvements") in, over, under, across, and on Grantor's property as described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Sanitary Sewer Line Easement").
2. Grantor further grants to the Grantee:
 - a. The right, subject to applicable land use approvals, from time to time to enlarge, improve, reconstruct, relocate and replace any Sanitary Sewer Line Improvements located or constructed hereunder or placed within the Sanitary Sewer Line Easement, including manholes, which may extend up to a foot above grade;
 - b. The right to ingress and egress over and across a portion of Grantor's adjacent property for the purpose of exercising the rights herein granted; and
 - c. The right to mark the location of the Sanitary Sewer Line Easement by suitable markers set in or on the ground; provided that permanent markers shall be placed in locations which will not interfere with any reasonable use Grantor shall make of said Sanitary Sewer Line Easement; and
 - d. The right to construct, use and maintain as part of the Sanitary Sewer Line Improvements an unpaved / class 5 or 6 aggregate base maintenance road on, over and across the Sanitary Sewer Line Easement area for use by Grantee and its invitees and contractors.
3. Grantor reserves the right to use and occupy the Sanitary Sewer Line Easement for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the Grantee's Sanitary Sewer Line Improvements or otherwise interfere with Grantee's rights hereunder; and the Parties further agree that the uses of said Sanitary Sewer Line Easement by Grantor and the agreements concerning those uses shall be as follows:
 - a. Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any permanent obstruction, or plant any trees or decrease or

substantially increase ground level, or allow the installation of other utilities, in said Sanitary Sewer Line Easement or grant any other easements or other property rights in the Sanitary Sewer Line Easement without first obtaining the specific written permission of the Grantee, which permission shall not be unreasonably withheld.

- b. Grantor shall take no action that would impair or in any way decrease or substantially increase the ground level, the lateral or subjacent support for the Sanitary Sewer Line Improvements within the Sanitary Sewer Line Easement without obtaining specific written permission of the Grantee.
 - c. The Grantor may use the Sanitary Sewer Line Easement area for any and all lawful purposes not inconsistent with the purposes set forth in this Sanitary Sewer Line Easement, including setbacks, density, open space, and landscaping (but excluding trees, roadways, and parking lots not specifically permitted herein or by Grantee's written consent), so long as such uses do not interfere with the continued use, maintenance and repair of, or cause damage to the Sanitary Sewer Line Improvements.
 - d. In the event any of the terms of this Sanitary Sewer Line Easement are violated by the Grantor or by any person in privity with the Grantor, such violation shall be immediately corrected and eliminated upon receipt of notice from the Grantee, and if not corrected, the Grantee shall have the right to correct and eliminate such violation and the Grantor, its successors and assigns, shall promptly pay the costs to correct said violation. Notwithstanding the foregoing, Grantee specifically reserves the right to do all acts necessary to immediately remedy any emergency or situation that may arise that disrupts or affects use of the Sanitary Sewer Line Easement.
4. The Parties agree that the Grantee has the right to assign this Sanitary Sewer Line Easement to other parties so long as such grant is consistent with the terms of this Sanitary Sewer Line Easement and after first obtaining the written permission of Grantor.
5. Grantee shall restore the surface of any ground disturbed in the course of exercising any of its rights under the Easement to substantially the same condition that existed prior to such use by the Grantee, except as necessary to accommodate the Sanitary Sewer Line Improvements and except the removal of trees. At all times while this Sanitary Sewer Line Easement is effective, Grantee shall require its contractors to indemnify Grantor for any damages to persons or property caused by their negligent acts or omissions in furtherance of the Sanitary Sewer Line Easement or by their use of or presence on the Property pursuant to this Sanitary Sewer Line Easement, including their subcontractors. Grantee's contractors must maintain commercial general liability insurance in the amount of at least two million dollars per occurrence, five million dollars aggregate, naming Grantor as an additional insured. Grantee shall not allow any liens to be placed against the Property and shall remove such liens at its sole cost. If any liens are allowed to be placed against the Property, Grantor may remove such liens at Grantee's sole cost. Grantee shall use its reasonable best efforts to avoid causing any environmental contamination of the Property and shall not allow any hazardous substances to be placed, stored, or released on the Property in violation of any applicable environmental law and shall be responsible for any damages caused by said hazardous substances and the costs of any environmental remediation required by law, but only to the extent that the need for such environmental remediation is created, or such hazardous substances were brought onto the Property, by

Grantee, its contractors, and agents. Grantee shall be solely responsible for all costs of its infrastructure and shall be responsible for all damage and injuries caused by the actions of its employees, contractors, and agents while on the Property in furtherance of this Sanitary Sewer Line Easement, as well as all damage and injuries caused by Grantee's infrastructure.

6. The Parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees, hereto.
7. All of the covenants herein contained shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned have set their hands hereto on the day and year above first written.

GRANTOR:

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

Name: _____
Chair

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

APPROVED AS TO FORM

Deputy Clerk

Adams County Attorney's Office


GRANTEE:

CITY OF THORNTON, COLORADO

DocuSigned by:
Jason Pierce

Jason Pierce, Infrastructure Engineering Director

ATTEST:

DocuSigned by:


Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Julie K.L. Mecklenburg

Julie K.L. Mecklenburg, Assistant City Attorney

Exhibit A
PROPERTY DESCRIPTION
THORNTON CIP 19-233 & 19-234
Permanent Easement

A parcel of land for easement purposes, located in the North Half (N1/2) of Section Nineteen (19), Township Two South (T.2S.), Range Sixty-seven West (R.67W.), Sixth Principal Meridian (6th P.M.), County of Adams, State of Colorado, more particularly described as follows:

COMMENCING at the Northeast corner of Section 19 and assuming the North line of the NE1/4 of the NE1/4 of Section 19 as bearing South 88°09'32" West, a distance of 1322.46 feet with all bearings contained herein relative thereto.

THENCE South 88°09'32" West along the North line of said NE1/4 of the NE1/4 a distance of 1204.13 feet;
THENCE South 01°50'28" East a distance of 45.00 feet, as measured at a right angle to a point on the Southerly Right-Of-Way line of East 96th Avenue and to the **POINT OF BEGINNING**;

THENCE South 50°10'00" West a distance of 679.32 feet;
THENCE South 07°16'28" West a distance of 842.80 feet;
THENCE South 69°53'46" West a distance of 911.34 feet;
THENCE South 63°54'26" West a distance of 211.16 feet to a point on the Easterly Right-Of-Way line of Riverdale Road;
THENCE North 29°07'53" East along said Easterly Right-Of-Way line, a distance of 70.13 feet;
THENCE North 63°54'26" East a distance of 155.65 feet;
THENCE North 69°56'46" East a distance of 889.10 feet;
THENCE North 07°16'28" East a distance of 834.19 feet;
THENCE North 50°10'00" East a distance of 643.82 feet to a point on the Southerly Right-Of-Way line of East 96th Avenue;
THENCE North 88°09'32" East along said Southerly Right-Of-Way line a distance of 64.98 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains a total of 103,348 sq. ft. or 2.373 acres, more or less and is subject to any existing easements and rights of way of record or as now existing on said described parcel of land.

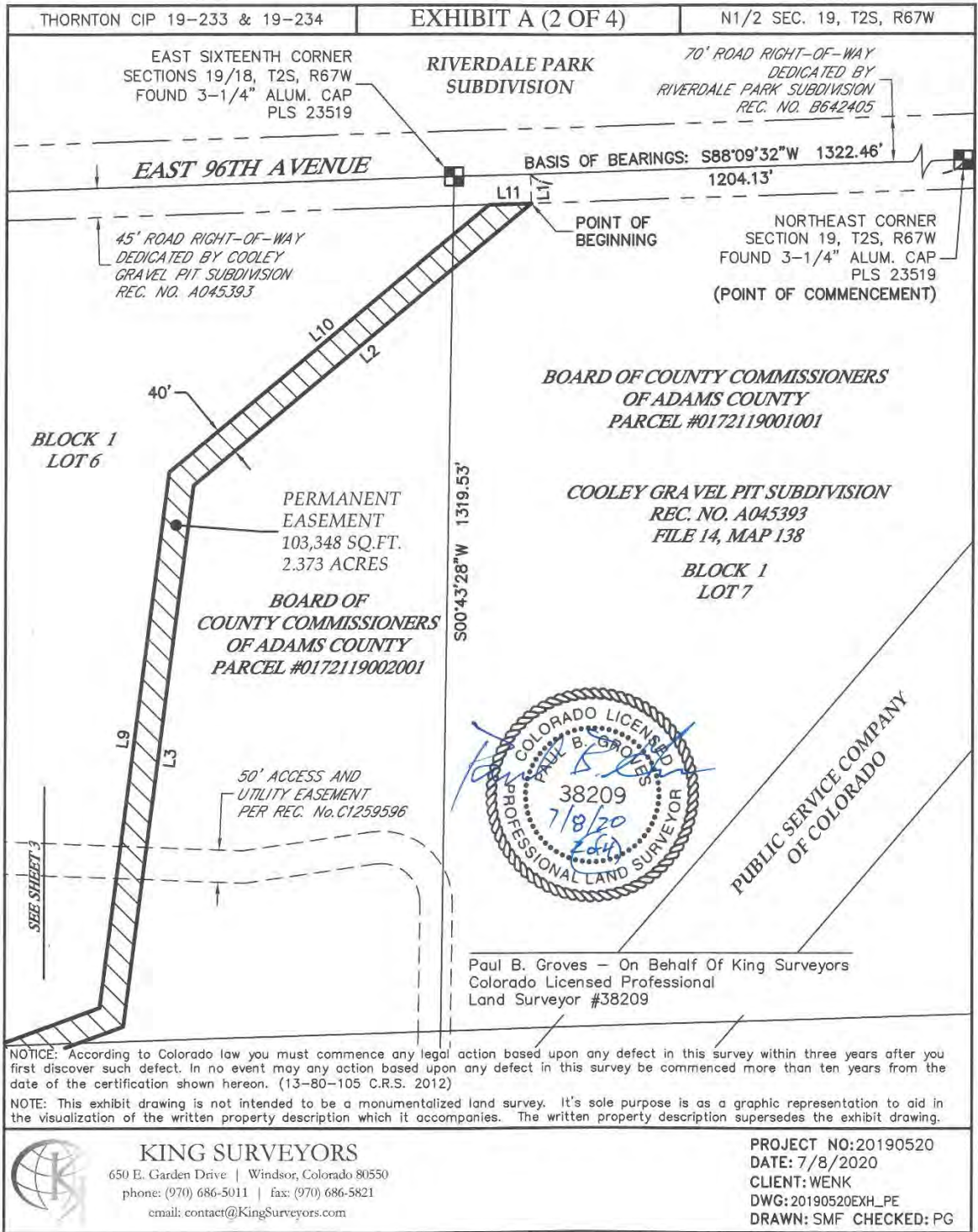
SURVEYOR'S CERTIFICATE

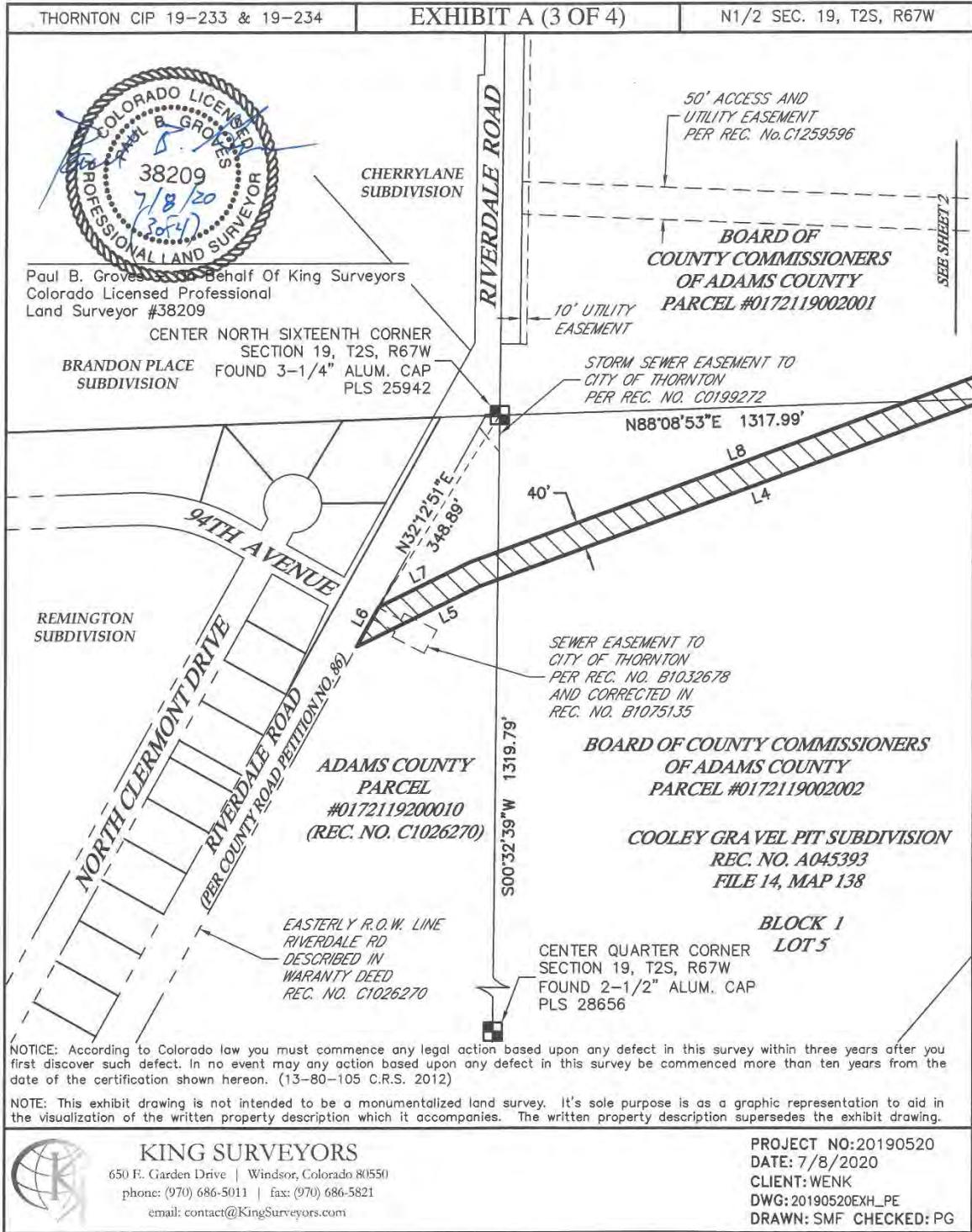
I, Paul B. Groves, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Paul B. Groves –on behalf of King Surveyors
Colorado Registered Professional
Land Surveyor #38209

KING SURVEYORS
650 Garden Drive
Windsor, Colorado 80550
(970) 686-5011





LINE TABLE		
LINE	BEARING	LENGTH
L1	S01°50'28"E	45.00'
L2	S50°10'00"W	679.32'
L3	S07°16'28"W	842.80'
L4	S69°53'46"W	911.34'
L5	S63°54'26"W	211.16'
L6	N29°07'53"E	70.13'
L7	N63°54'26"E	155.65'
L8	N69°53'46"E	889.10'
L9	N07°16'28"E	834.19'
L10	N50°10'00"E	643.82'
L11	N88°09'32"E	64.98'



NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)

NOTE: This exhibit drawing is not intended to be a monumentalized land survey. It's sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@KingSurveyors.com

PROJECT NO: 20190520
 DATE: 7/8/2020
 CLIENT: WENK
 DWG: 20190520EXH_PE
 DRAWN: SMF CHECKED: PG

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT is entered into this ____ day of _____ 2021 by and between the Board of County Commissioners of Adams County, a body politic organized under and existing by virtue of the laws of the State of Colorado, whose address is 4430 S. Adams County Parkway, 5th Floor, Suite C5000A, Brighton, Colorado ("Grantor") and the City of Thornton, a Colorado home rule municipality, whose address is 9500 Civic Center Drive, Thornton, Colorado 80229 ("Grantee").

RECITALS

WHEREAS, the Grantor owns certain property located within Adams County and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the City will require use of the Property to construct as part of the City's the Remington to Riverdale Lift Station Gravity Main Project, which will involve the construction of a sanitary sewer line from the existing Remington lift station to the location of a new Riverdale lift station (the "Project").

NOW THEREFORE, in consideration of the sum of Twenty-Five Thousand Fifty-Three and No/100 Dollars (\$25,053.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Grantor hereby grants to the Grantee a temporary construction easement on the Property (the "Temporary Construction Easement") for the purpose of performing activities necessary for the Project, subject to the following terms and conditions:

1. Grantee shall give Grantor written notice of the date on which Grantee intends to begin using the Property for the Project (the "Commencement Date") no less than thirty (30) calendar days prior to entering onto Grantor's land for such work.
2. The term of this Temporary Construction Easement shall begin upon the Commencement Date and shall, on the one year anniversary of the Commencement Date, expire and be of no further force and effect unless it is extended as provided in paragraph 3 below.
3. Grantee shall have the option to extend the term of this Temporary Construction Easement for up to eight (8) additional ninety (90) day terms for an additional sum of Four Hundred Fifty and No/100 Dollars (\$450.00) per ninety-day extension term. Such extensions may be exercised by Grantee by providing written notice to Grantor of Grantee's intent to exercise such option, together with payment for such extension term, prior to the end of the then-current term.
4. As a condition to the grant of this Temporary Construction Easement, the Grantee covenants and agrees that, prior to the expiration or termination of this Temporary Construction Easement, Grantee will restore the Property to substantially the same condition that existed immediately prior to Grantee's entrance thereon in connection with the Project. At all times while this Temporary Construction Easement is effective, Grantee shall require its contractors to indemnify Grantor for any damages to persons or property caused by their negligent acts or omissions in furtherance of the Project or by their use of or presence on the Property pursuant to this Temporary Construction Easement, including their subcontractors. Grantee's contractors must

maintain commercial general liability insurance in the amount of at least two million dollars per occurrence, five million dollars aggregate, naming Grantor as an additional insured. Grantee shall not allow any liens to be placed against the Property and shall remove such liens at its sole cost. If any liens are allowed to be placed against the Property, Grantor may remove such liens at Grantee's sole cost. Grantee shall use its reasonable best efforts to avoid causing any environmental contamination of the Property and shall not allow any hazardous substances to be placed, stored, or released on the Property in violation of any applicable environmental law and shall be responsible for any damages caused by said hazardous substances and costs of any environmental remediation required by law, but only to the extent that the need for such environmental remediation is created, or such hazardous substances were brought onto the Property by Grantee, its contractors, and agents.

5. During the term of this Temporary Construction Easement, Grantor shall not erect or construct, or allow to be erected or constructed any building or other structure within said Temporary Construction Easement that may interfere with Grantee's full enjoyment of the rights hereunder.
6. The parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees, hereto.
7. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.
8. Each signatory to this easement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this easement on behalf of the party for which he or she signs and that this Temporary Construction Easement Agreement will be binding on such party and enforceable in accordance with its terms.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Temporary Construction Easement Agreement to be effective as of the date first above written.

GRANTOR:

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

Name: _____
Chair

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

APPROVED AS TO FORM

Deputy Clerk

Adams County Attorney's Office


GRANTEE:

CITY OF THORNTON, COLORADO

DocuSigned by:
Jason Pierce

313E73823F11470...
Jason Pierce
Infrastructure Engineering Director

ATTEST:

DocuSigned by:


D57962BD4ECC4AZ...
Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Julie K.L. Mecklenburg

1DF7F41E3CDD482...
Julie K.L. Mecklenburg, Assistant City Attorney

Exhibit A

PROPERTY DESCRIPTION

THORNTON CIP 19-233 & 19-234

Temporary Construction Easements 1 & 2

Two parcels of land for easement purposes, located in the North Half (N1/2) of Section Nineteen (19), Township Two South (T.2S.), Range Sixty-seven West (R.67W.), Sixth Principal Meridian (6th P.M.), County of Adams, State of Colorado, more particularly described as follows:

Temporary Construction Easement 1 being more particularly described as follows:

COMMENCING at the Northeast corner of Section 19 and assuming the North line of the NE1/4 of the NE1/4 of Section 19 as bearing South 88°09'32" West, a distance of 1322.46 feet with all bearings contained herein relative thereto.

THENCE South 88°09'32" West along the North line of said NE1/4 of the NE1/4 a distance of 1163.51 feet;
THENCE South 01°50'28" East a distance of 45.00 feet, as measured at a right angle to a point on the Southerly Right-Of-Way line of East 96th Avenue and to the **POINT OF BEGINNING**;

THENCE South 50°10'00" West a distance of 701.51 feet;
THENCE South 07°16'28" West a distance of 848.19 feet;
THENCE South 69°53'46" West a distance of 925.24 feet;
THENCE South 63°54'26" West a distance of 245.86 feet to a point on the Easterly Right-Of-Way line of Riverdale Road;
THENCE North 29°07'53" East along said Easterly Right-Of-Way line, a distance of 43.83 feet;
THENCE North 63°54'26" East a distance of 211.16 feet;
THENCE North 69°53'46" East a distance of 911.34 feet;
THENCE North 07°16'28" East a distance of 842.80 feet;
THENCE North 50°10'00" East a distance of 679.32 feet to a point on the Southerly Right-Of-Way line of East 96th Avenue;
THENCE North 88°09'32" East along said Southerly Right-Of-Way line a distance of 40.61 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains a total of 67,068 sq. ft. or 1.540 acres, more or less and is subject to any existing easements and rights of way of record or as now existing on said described parcel of land.

Together with Temporary Construction Easement 2 being more particularly described as follows:

COMMENCING at the East Sixteenth corner of Section 19 and assuming the North line of the NE1/4 of the NE1/4 of Section 19 as bearing South 88°09'32" West, a distance of 1322.46 feet with all bearings contained herein relative thereto.

THENCE North 88°09'32" East along the North line of said NE1/4 of the NE1/4 a distance of 53.35 feet;
THENCE South 01°50'28" East a distance of 45.00 feet, as measured at a right angle to a point on the Southerly Right-Of-Way line of East 96th Avenue and to the **POINT OF BEGINNING**;

THENCE South 50°10'00" West a distance of 643.82 feet;
THENCE South 07°16'28" West a distance of 834.19 feet;
THENCE South 69°53'46" West a distance of 889.10 feet;
THENCE South 63°54'26" West a distance of 155.65 feet to a point on the Easterly Right-Of-Way line of Riverdale Road;
THENCE North 29°07'53" East along said Easterly Right-Of-Way line, a distance of 43.83 feet;
THENCE North 63°54'26" East a distance of 120.96 feet;
THENCE North 69°53'46" East a distance of 875.20 feet;
THENCE North 07°16'28" East a distance of 567.66 feet;
THENCE North 82°43'32" West a distance of 100.00 feet;
THENCE North 07°16'28" East a distance of 100.00 feet;
THENCE South 82°43'32" East a distance of 100.00 feet;
THENCE South 07°16'28" East a distance of 161.14 feet;



THENCE North 50°10'00" East a distance of 621.64 feet to a point on the Southerly Right-Of-Way line of East 96th Avenue;

THENCE North 88°09'32" East along said Southerly Right-Of-Way line a distance of 40.61 feet to the **POINT OF BEGINNING**;

Said described parcel of land contains a total of 72,117 sq. ft. or 1.656 acres, more or less and is subject to any existing easements and rights of way of record or as now existing on said described parcel of land.

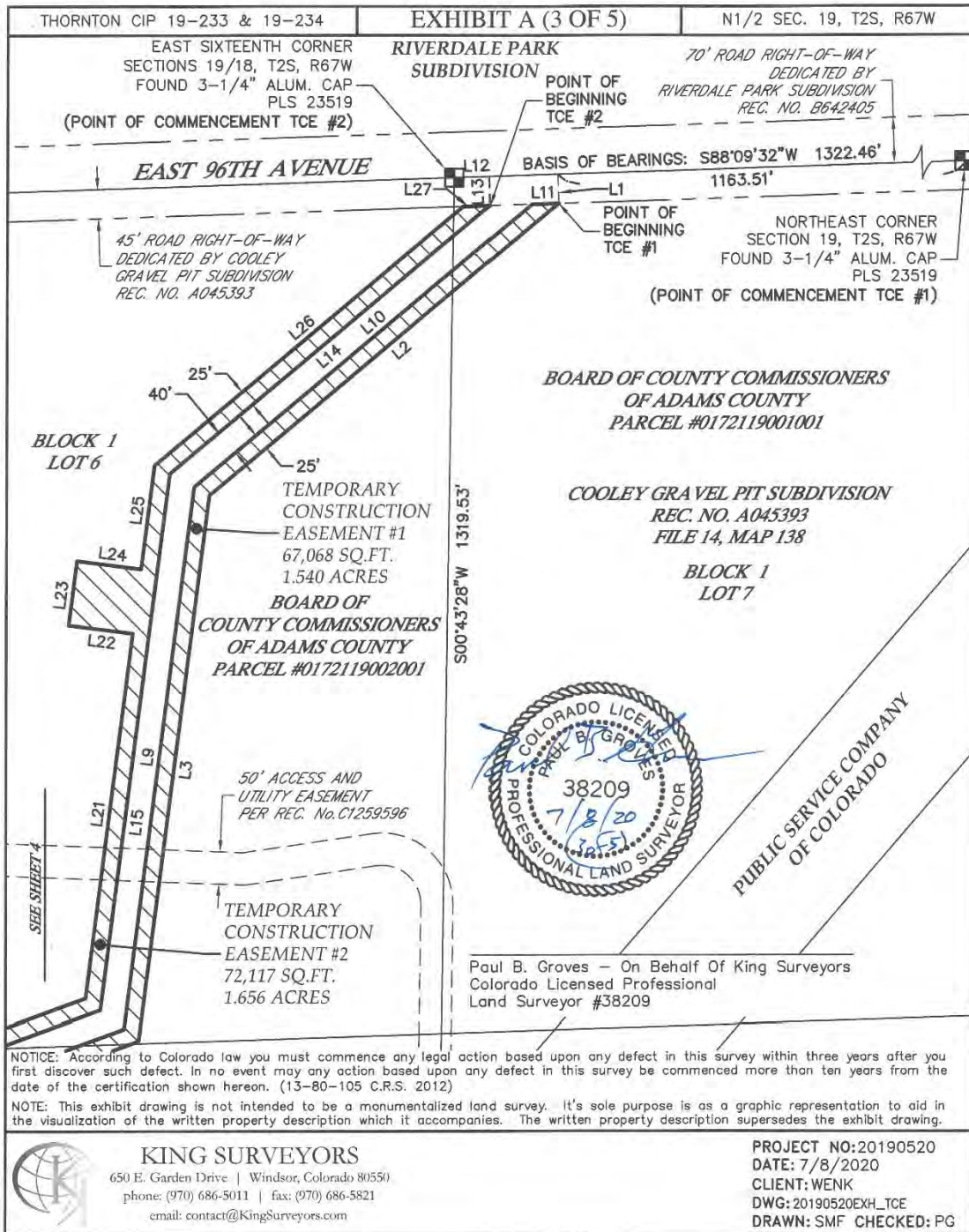
SURVEYOR'S CERTIFICATE

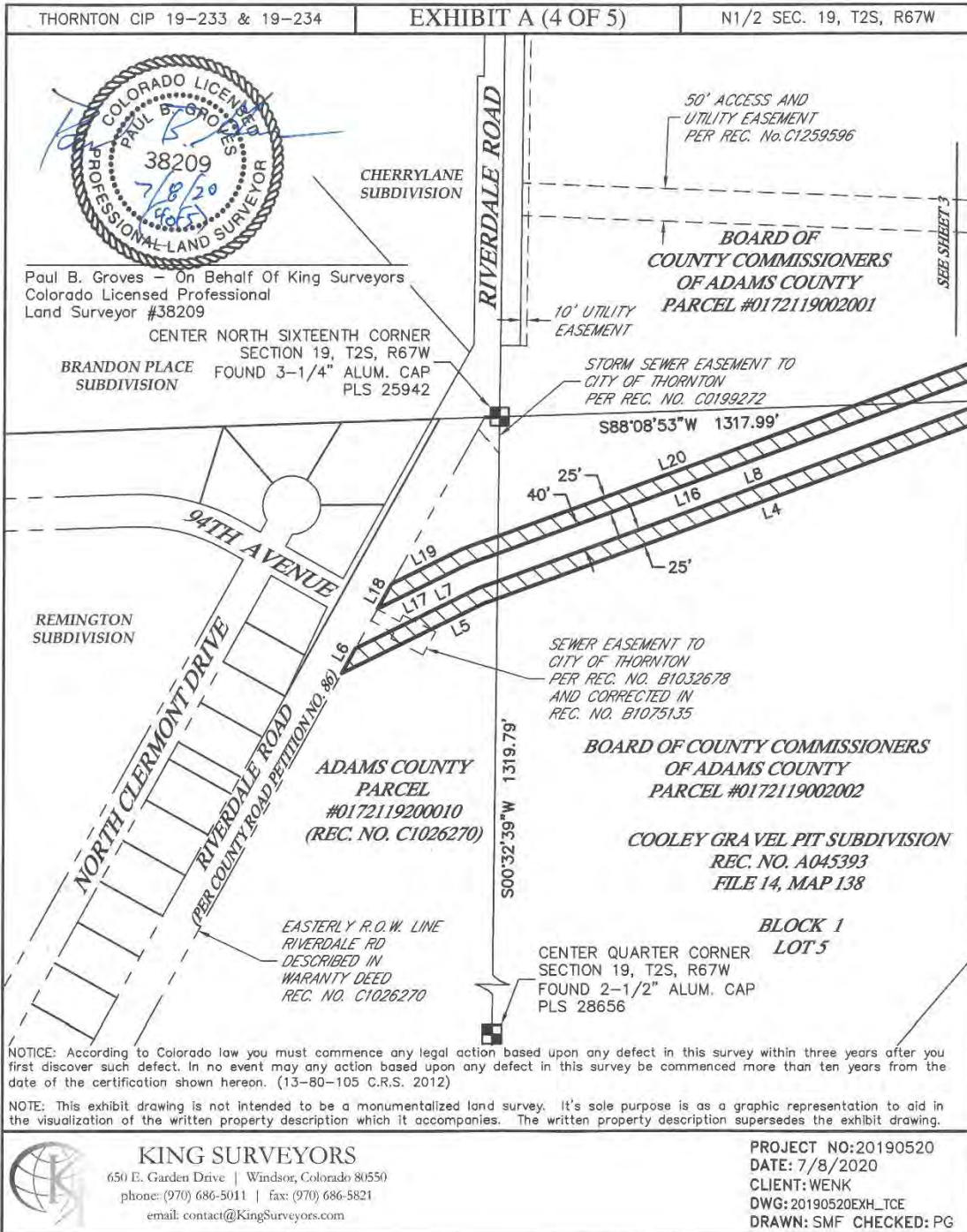
I, Paul B. Groves, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Paul B. Groves –on behalf of King Surveyors
Colorado Registered Professional
Land Surveyor #38209

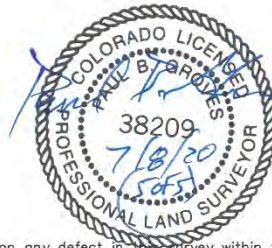
KING SURVEYORS
650 Garden Drive
Windsor, Colorado 80550
(970) 686-5011





LINE TABLE		
LINE	BEARING	LENGTH
L1	S01°50'28"E	45.00'
L2	S50°10'00"W	701.51'
L3	S07°16'28"W	848.19'
L4	S69°53'46"W	925.24'
L5	S63°54'26"W	245.86'
L6	N29°07'53"E	43.83'
L7	N63°54'26"E	211.16'
L8	N69°53'46"E	911.34'
L9	N07°16'28"E	842.80'
L10	N50°10'00"E	679.32'
L11	N88°09'32"E	40.61'
L12	S88°09'32"W	53.35'
L13	S01°50'28"E	45.00'
L14	S50°10'00"W	643.82'

LINE TABLE		
LINE	BEARING	LENGTH
L15	S07°16'28"W	834.19'
L16	S69°53'46"W	889.10'
L17	S63°54'26"W	155.65'
L18	N29°07'53"E	43.83'
L19	N63°54'26"E	120.96'
L20	N69°53'46"E	875.20'
L21	N07°16'28"E	567.66'
L22	N82°43'32"W	100.00'
L23	N07°16'28"E	100.00'
L24	S82°43'32"E	100.00'
L25	N07°16'28"E	161.14'
L26	N50°10'00"E	621.64'
L27	N88°09'32"E	40.61'



NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)

NOTE: This exhibit drawing is not intended to be a monumentalized land survey. It's sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@KingSurveyors.com

PROJECT NO: 20190520
 DATE: 7/8/2020
 CLIENT: WENK
 DWG: 20190520EXH_TCE
 DRAWN: SMF CHECKED: PG



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 23 rd , 2021
SUBJECT: Final Acceptance of the Public Improvements constructed at the RMS Cranes Site, 1961 E. 64 th Ave.
FROM: Brian Staley, PE, PTOE Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve a resolution granting Final Acceptance of the public improvements constructed at the RMS Cranes site, 1961 E. 64 th Ave., (Case No. EGR2017-00021, SIA2018-00018, INF2018-00063, CSI2017-00014).

BACKGROUND:

The RMS Cranes site is located at 1961 E. 64th Ave. in unincorporated Adams County as indicated by the attached map (Exhibit A). The public improvements for the RMS Crane Site were granted Preliminary Acceptance on March 22, 2019. As outlined in the Development Improvements Agreement attached to resolution number 2019-093, all improvements have satisfactorily completed the guarantee period. The Performance Bond, Bond No. 2276293, that has been placed as collateral, will need to be released as part of this Final Acceptance.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Exhibit A

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION FOR FINAL ACCEPTANCE OF THE PUBLIC IMPROVEMENTS CONSTRUCTED AT
THE RMS CRANES SITE, 1961 E. 64th AVENUE, (Case Numbers: EGR2017-00021, SIA2018-00018,
INF2018-00063, CSI2017-00014)

WHEREAS, the required public street improvements have been constructed at THE RMS CRANES SITE,
1961 E. 64th AVENUE, (Case Numbers: EGR2017-00021, SIA2018-00018, INF2018-00063, CSI2017-
00014), in accordance with the approved construction drawings; and,

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

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

WHEREAS, the Adams County Public Works Department recommends Final Acceptance of the public
improvements constructed at THE RMS CRANES SITE, 1961 E. 64th AVENUE; and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, and the
Development Improvements Agreement as approved by resolution number 2019-093, all improvements have
satisfactorily completed the guaranty period. The Performance Bond, Bond No. 2276293 that has been placed
as collateral, will need to be released as part of this Final Acceptance.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State
of Colorado, that the public improvements constructed at THE RMS CRANES SITE, 1961 E. 64th AVENUE,
be and hereby are accepted and approved in accordance with the provisions of the Adams County Development
Standards and Regulations.

BE IT FURTHER RESOLVED, that the Board of County Commissioners hereby authorizes the release of the
posted collateral, as noted in the Performance Bond, Bond No. 2276293, as part of this Final Acceptance.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is hereby authorized to
execute said Final Acceptance and any attending documents on behalf of Adams County.



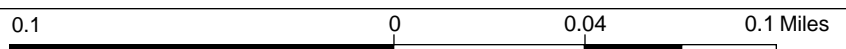
Exhibit A, RMS Cranes, 1961 E. 64th Ave.



Legend

- Address
- Highways
 - Interstate
 - Highway
 - Tollway
- Streets
 - Streets
 - Ramp
- Building
- County Parks and Open Space
- Small Lakes
- Major Lakes
- Rivers
 - Canal
 - Ditch
 - Primary Creek
 - River
 - Secondary Creek
 - Stream
- Parcels
- County Boundary

1: 2,787



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

EGR2017-00021, CSI2017-00014, SIA2018-00018, INF2018-00063

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AUTHORIZING CANCELLATION OF PERSONAL PROPERTY
TAXES PER C.R.S. §39-10-114(2)(a)

WHEREAS, C.R.S. § 39-10-114(2)(a) provides that any taxes levied on personal property that are determined to be uncollectible after a period of one year after the date of their becoming delinquent may be cancelled by the Board of County Commissioners; and,

WHEREAS, the Treasurer has determined the delinquent personal property taxes identified on the attached spreadsheet marked as Exhibit A to be uncollectible; and,

WHEREAS, the personal property taxes are for tax years 2006 through 2020 and more than one year has passed from the date of each of them becoming delinquent; and,

WHEREAS, the Treasurer requests that the Board of County Commissioners cancel the listed delinquent personal property taxes; and,

WHEREAS, the properties in question, the account numbers and tax years associated therewith, and explanations for uncollectible status are detailed on the attached spreadsheet marked as Exhibit A; and,

WHEREAS, the Treasurer requests that the Board of County Commissioners cancel the delinquent personal property taxes on the attached Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Exhibit A containing account numbers for accounts against which Adams County holds a lien are hereby deemed uncollectible, and are hereby cancelled per C.R.S §39-10-114(2)(a).

PERSONAL PROPERTY WRITE OFF

<u>Account #</u>	<u>Customer Name</u>	<u>Year</u>	<u>Total</u>	<u>Reason for Write Off</u>	<u>Statute</u>
2006 PERONAL PROPERTY					
P0002576	TRUE GRIT OIL & GAS HOLDINGS LLC	2006	\$ 975.47	BK CH 7	39-10-114(2)(a)
1 Accounts - 2006 Tax Year Total			\$ 975.47		
2009 PERONAL PROPERTY					
P0026000	BACKDRAFT BBQ	2009	\$ 1,507.70	BK CH 7	39-10-114(2)(a)
1 Accounts - 2009 Tax Year Total			\$ 1,507.70		
2010 PERONAL PROPERTY					
P0003247	BALDWIN AUTOMOTIVE INC	2010	\$ 454.96	Beyond Statute for Collection	39-10-101(2)(b)
P0004026	PEAK N PRAIRIE LANDSCAPE	2010	\$ 5,888.22	Beyond Statute for Collection	39-10-101(2)(b)
P0004322	RICE BOWL CHINESE CAFE	2010	\$ 247.02	Beyond Statute for Collection	39-10-101(2)(b)
P0004679	SHERERS AUTO PARTS INC	2010	\$ 445.10	Beyond Statute for Collection	39-10-101(2)(b)
P0013492	LOS 3 JALAPENOS	2010	\$ 751.10	Beyond Statute for Collection	39-10-101(2)(b)
P0018247	PUDGE BROS PIZZA	2010	\$ 579.22	Beyond Statute for Collection	39-10-101(2)(b)
P0023681	CURVES FOR WOMEN	2010	\$ 1,256.00	Beyond Statute for Collection	39-10-101(2)(b)
P0024254	GRANT STREET ENTERPRISES	2010	\$ 975.35	Beyond Statute for Collection	39-10-101(2)(b)
P0024772	ELITE FOIL INC	2010	\$ 258.93	Beyond Statute for Collection	39-10-101(2)(b)
P0024823	EL AMANECER CARNICERIA INC	2010	\$ 347.72	Beyond Statute for Collection	39-10-101(2)(b)
P0024918	FAB MASTERS	2010	\$ 365.79	Beyond Statute for Collection	39-10-101(2)(b)
P0025090	ROCKY MOUNTAIN ORTHOTICS LAB IN	2010	\$ 9,736.56	Beyond Statute for Collection	39-10-101(2)(b)
P0026000	BACKDRAFT BBQ	2010	\$ 1,627.76	Beyond Statute for Collection	39-10-101(2)(b)
P0028458	C J CONSTRUCTION AND CONSULTING	2010	\$ 305.03	Beyond Statute for Collection	39-10-101(2)(b)
P0028483	CREATIVE ESTATES LLC	2010	\$ 369.73	Beyond Statute for Collection	39-10-101(2)(b)
P0029163	ALLSTATE INS - AGENCY	2010	\$ 447.30	Beyond Statute for Collection	39-10-101(2)(b)
P0004793	NORTH METRO CHIROPRACTIC CENTE	2010	\$ 291.28	Beyond Statute for Collection	39-10-101(2)(b)
P0016750	BUDGET SPRINKLER AND LANDSCAPE	2010	\$ 513.54	Beyond Statute for Collection	39-10-101(2)(b)
P0023809	CASTILLO PALLET CO INC	2010	\$ 594.64	Beyond Statute for Collection	39-10-101(2)(b)
P0024041	VICTOR METAL WORKS	2010	\$ 637.33	Beyond Statute for Collection	39-10-101(2)(b)
P0024152	SUNDANCE LAMBERTSON LLC	2010	\$ 458.54	Beyond Statute for Collection	39-10-101(2)(b)
P0029256	GALACTIC GRANITE LLD	2010	\$ 664.26	Beyond Statute for Collection	39-10-101(2)(b)
P0029276	GIANT BURGER	2010	\$ 399.28	Beyond Statute for Collection	39-10-101(2)(b)
P0029279	KARLYS BAR	2010	\$ 460.73	Beyond Statute for Collection	39-10-101(2)(b)
P0029284	WENDY CITY WIRELESS	2010	\$ 345.69	Beyond Statute for Collection	39-10-101(2)(b)
P0029317	PRO AUTO SERVICES	2010	\$ 532.57	Beyond Statute for Collection	39-10-101(2)(b)
P0029348	LOS PLEBES	2010	\$ 543.41	Beyond Statute for Collection	39-10-101(2)(b)
P0029469	HOTEL FURNITURE OUTLET	2010	\$ 467.40	Beyond Statute for Collection	39-10-101(2)(b)

PERSONAL PROPERTY WRITE OFF

28 Accounts - 2010 Tax Year Total

\$ 29,964.46

2011 PERONAL PROPERTY

P0002511	BOHMS AUTO AND TIRE SERVICE	2011	\$ 1,767.26	Beyond Statute for Collection	39-10-101(2)(b)
P0004026	PEAK N PRAIRIE LANDSCAPE	2011	\$ 4,940.23	Beyond Statute for Collection	39-10-101(2)(b)
P0004680	SHERERS AUTO PARTS INC	2011	\$ 428.73	Beyond Statute for Collection	39-10-101(2)(b)
P0004779	R & B FOOD AND GAS	2011	\$ 336.24	Beyond Statute for Collection	39-10-101(2)(b)
P0004824	APPLE GLASS	2011	\$ 201.56	Beyond Statute for Collection	39-10-101(2)(b)
P0004865	HARSCO INFRACTURE AMERICAS	2011	\$ 18,433.73	Beyond Statute for Collection	39-10-101(2)(b)
P0013492	LOS 3 JALAPENOS	2011	\$ 706.43	Beyond Statute for Collection	39-10-101(2)(b)
P0014723	NGOC PHU FOOD MARKET	2011	\$ 380.64	Beyond Statute for Collection	39-10-101(2)(b)
P0015480	AMERIC TRANSPORTATION SERVICES	2011	\$ 716.61	Beyond Statute for Collection	39-10-101(2)(b)
P0016750	BUDGET SPRINKLER AND LANDSCAPE	2011	\$ 440.22	Beyond Statute for Collection	39-10-101(2)(b)
P0016799	STEEL BUILT CORP	2011	\$ 356.13	Beyond Statute for Collection	39-10-101(2)(b)
P0017993	QUALITY TRADE BINDERY	2011	\$ 1,186.95	Beyond Statute for Collection	39-10-101(2)(b)
P0018027	METAL ROOF COMPONENTS INC	2011	\$ 2,573.48	Beyond Statute for Collection	39-10-101(2)(b)
P0018109	B H WATERPROOFING INC	2011	\$ 794.15	Beyond Statute for Collection	39-10-101(2)(b)
P0018246	STAHL ROOFING INC	2011	\$ 1,442.44	Beyond Statute for Collection	39-10-101(2)(b)
P0018320	BARNUM PRINTING AND PUBLISHING C	2011	\$ 15,750.85	Beyond Statute for Collection	39-10-101(2)(b)
P0019367	GENTLE TOUCH LASER AND DAY SPA	2011	\$ 955.77	Beyond Statute for Collection	39-10-101(2)(b)
P0019516	ENERGY RESEARCH GROUP	2011	\$ 1,319.79	Beyond Statute for Collection	39-10-101(2)(b)
P0021276	LAS BRISAS BANQUET HALL	2011	\$ 458.47	Beyond Statute for Collection	39-10-101(2)(b)
P0022577	RICO PAN BAKERY	2011	\$ 420.03	Beyond Statute for Collection	39-10-101(2)(b)
P0022794	BIKES TO TRIKES	2011	\$ 402.18	Beyond Statute for Collection	39-10-101(2)(b)
P0023809	CASTILLO PALLET CO INC	2011	\$ 492.94	Beyond Statute for Collection	39-10-101(2)(b)
P0024041	VICTOR METAL WORKS	2011	\$ 527.44	Beyond Statute for Collection	39-10-101(2)(b)
P0024152	SUNDANCE LAMBERTSON LLC	2011	\$ 736.69	Beyond Statute for Collection	39-10-101(2)(b)
P0024254	GRANT STREET ENTERPRISES	2011	\$ 796.79	Beyond Statute for Collection	39-10-101(2)(b)
P0024772	ELITE FOIL INC	2011	\$ 990.37	Beyond Statute for Collection	39-10-101(2)(b)
P0025026	PATS AUTO BODY	2011	\$ 485.93	Beyond Statute for Collection	39-10-101(2)(b)
P0025090	ROCKY MOUNTAIN ORTHOTICS LAB IN	2011	\$ 11,047.68	Beyond Statute for Collection	39-10-101(2)(b)
P0025200	SOLSOURCE INC	2011	\$ 1,795.45	Beyond Statute for Collection	39-10-101(2)(b)
P0025298	MOUNTAIN STATES DATA TEL INC	2011	\$ 493.58	Beyond Statute for Collection	39-10-101(2)(b)
P0025321	BIONOVO	2011	\$ 46,640.04	Beyond Statute for Collection	39-10-101(2)(b)
P0026000	BACKDRAFT BBQ	2011	\$ 1,413.25	Beyond Statute for Collection	39-10-101(2)(b)
P0026010	FIRSTIER BANK NO.4	2011	\$ 12,091.15	Beyond Statute for Collection	39-10-101(2)(b)
P0026067	COTTONWOOD LIQUORS	2011	\$ 534.77	Beyond Statute for Collection	39-10-101(2)(b)
P0026278	RECO SERVICES LLC	2011	\$ 665.57	Beyond Statute for Collection	39-10-101(2)(b)
P0026284	JILLIE BEANS TOYS AND MORE	2011	\$ 517.58	Beyond Statute for Collection	39-10-101(2)(b)
P0026320	ALL ABOUT CHIROPRACTIC	2011	\$ 2,148.56	Beyond Statute for Collection	39-10-101(2)(b)

PERSONAL PROPERTY WRITE OFF

P0027150	LEGACY VILLAS LLC	2011	\$ 1,440.33	Beyond Statute for Collection	39-10-101(2)(b)
P0027541	A D OPTIMIZERS INC	2011	\$ 2,343.87	Beyond Statute for Collection	39-10-101(2)(b)
P0028263	TWO DOORS DOWN BAR AND GRILL	2011	\$ 1,093.86	Beyond Statute for Collection	39-10-101(2)(b)
P0028345	COLORADO CUSTOM WORKS	2011	\$ 3,566.43	Beyond Statute for Collection	39-10-101(2)(b)
P0028369	C LEVEL WATERFRONT HIDEAWAY / B	2011	\$ 4,124.25	Beyond Statute for Collection	39-10-101(2)(b)
P0028565	CORDOVA TIRE	2011	\$ 370.72	Beyond Statute for Collection	39-10-101(2)(b)
P0028621	VALVE XCHANGE INC	2011	\$ 312.01	Beyond Statute for Collection	39-10-101(2)(b)
P0029129	BLUE BAY ASIAN CAFÉ	2011	\$ 1,334.71	Beyond Statute for Collection	39-10-101(2)(b)
P0029142	EL AZTEC MEXICAN FOOD	2011	\$ 755.36	Beyond Statute for Collection	39-10-101(2)(b)
P0029256	GALACTIC GRANITE LLD	2011	\$ 581.39	Beyond Statute for Collection	39-10-101(2)(b)
P0029317	PRO AUTO SERVICES	2011	\$ 469.11	Beyond Statute for Collection	39-10-101(2)(b)
P0029348	LOS PLEBES	2011	\$ 468.66	Beyond Statute for Collection	39-10-101(2)(b)
P0029392	COAST PET DISTRIBUTION	2011	\$ 340.95	Beyond Statute for Collection	39-10-101(2)(b)
P0029395	CENTENNIAL PLASTERING	2011	\$ 2,465.33	Beyond Statute for Collection	39-10-101(2)(b)
P0029469	HOTEL FURNITURE OUTLET	2011	\$ 389.25	Beyond Statute for Collection	39-10-101(2)(b)
P0029480	PRESTIGE FINANCIAL SOLUTIONS	2011	\$ 274.49	Beyond Statute for Collection	39-10-101(2)(b)
P0029515	TOTAL POST	2011	\$ 764.71	Beyond Statute for Collection	39-10-101(2)(b)
P0029638	CONNEXION TECHNOLOGIES	2011	\$ 11,393.08	Beyond Statute for Collection	39-10-101(2)(b)
P0029639	CONNEXION TECHNOLOGIES	2011	\$ 5,302.84	Beyond Statute for Collection	39-10-101(2)(b)
P0029642	CONNEXION TECHNOLOGIES	2011	\$ 4,126.56	Beyond Statute for Collection	39-10-101(2)(b)
P0029640	CONNEXION TECHNOLOGIES	2011	\$ 4,307.29	Beyond Statute for Collection	39-10-101(2)(b)
P0029730	SOLSOURCE ENERGY SOLUTIONS, LLC	2011	\$ 1,500.74	Beyond Statute for Collection	39-10-101(2)(b)
P0030156	MAX AUTO BODY	2011	\$ 952.49	Beyond Statute for Collection	39-10-101(2)(b)
P0030171	T K CUSTOM GUITARS	2011	\$ 2,547.97	Beyond Statute for Collection	39-10-101(2)(b)
P0030255	EAST EUROPE MARKET	2011	\$ 460.64	Beyond Statute for Collection	39-10-101(2)(b)
P0030256	SALON RADIANCE	2011	\$ 407.01	Beyond Statute for Collection	39-10-101(2)(b)
P0030359	BAYWATCH ENTERPRISES	2011	\$ 536.77	Beyond Statute for Collection	39-10-101(2)(b)
P0030391	V'S DISTRIBUTING	2011	\$ 2,416.37	Beyond Statute for Collection	39-10-101(2)(b)
P0030404	STUDIO 117 B TANNING, LLC	2011	\$ 476.85	Beyond Statute for Collection	39-10-101(2)(b)
66 Accounts - 2011 Tax Year Total			\$ 190,913.72		

2012 PERONAL PROPERTY

P0000742	MIDAS MUFFLER NO.77118	2012	\$ 1,175.06	Beyond Statute for Collection	39-10-101(2)(b)
P0002511	BOHMS AUTO AND TIRE SERVICE	2012	\$ 888.36	Beyond Statute for Collection	39-10-101(2)(b)
P0002576	TRUE GRIT OIL & GAS HOLDINGS LLC	2012	\$ 10.00	Beyond Statute for Collection	39-10-101(2)(b)
P0003247	BALDWIN AUTOMOTIVE INC	2012	\$ 447.30	Beyond Statute for Collection	39-10-101(2)(b)
P0003719	TRAILSIDE SALOON INC	2012	\$ 331.55	Beyond Statute for Collection	39-10-101(2)(b)
P0004026	PEAK N PRAIRIE LANDSCAPE	2012	\$ 5,481.98	Beyond Statute for Collection	39-10-101(2)(b)
P0004681	SHERERS AUTO PARTS INC	2012	\$ 399.74	Beyond Statute for Collection	39-10-101(2)(b)
P0004824	APPLE GLASS	2012	\$ 10.00	Beyond Statute for Collection	39-10-101(2)(b)

PERSONAL PROPERTY WRITE OFF

P0004865	HARSCO INFRACTURE AMERICAS	2012	\$ 10.00	Beyond Statute for Collection	39-10-101(2)(b)
P0008444	RAIN SOFT LAUNDRY	2012	\$ 480.38	Beyond Statute for Collection	39-10-101(2)(b)
P0011904	ACTION AIR INC	2012	\$ 3,121.83	Beyond Statute for Collection	39-10-101(2)(b)
P0013492	LOS 3 JALAPENOS	2012	\$ 10.00	Beyond Statute for Collection	39-10-101(2)(b)
P0014723	NGOC PHU FOOD MARKET	2012	\$ 382.88	Beyond Statute for Collection	39-10-101(2)(b)
P0016579	XENTEL INC	2012	\$ 732.14	Beyond Statute for Collection	39-10-101(2)(b)
P0016750	BUDGET SPRINKLER AND LANDSCAPE	2012	\$ 403.36	Beyond Statute for Collection	39-10-101(2)(b)
P0017137	URBAN FARMER INC	2012	\$ 10,048.20	Beyond Statute for Collection	39-10-101(2)(b)
P0018027	METAL ROOF COMPONENTS INC	2012	\$ 922.74	Beyond Statute for Collection	39-10-101(2)(b)
P0018247	PUDGE BROS PIZZA	2012	\$ 10.00	Beyond Statute for Collection	39-10-101(2)(b)
P0018320	BARNUM PRINTING AND PUBLISHING C	2012	\$ 39,870.34	Beyond Statute for Collection	39-10-101(2)(b)
P0019062	LA FLOR DE MICNOACAN INC	2012	\$ 332.30	Beyond Statute for Collection	39-10-101(2)(b)
P0019367	GENTLE TOUCH LASER AND DAY SPA	2012	\$ 10.00	Beyond Statute for Collection	39-10-101(2)(b)
P0021276	LAS BRISAS BANQUET HALL	2012	\$ 338.41	Beyond Statute for Collection	39-10-101(2)(b)
P0022577	RICO PAN BAKERY	2012	\$ 376.49	Beyond Statute for Collection	39-10-101(2)(b)
P0022794	BIKES TO TRIKES	2012	\$ 331.87	Beyond Statute for Collection	39-10-101(2)(b)
P0023002	A E A INVESTMENTS II LLC	2012	\$ 209.91	Beyond Statute for Collection	39-10-101(2)(b)
P0023809	CASTILLO PALLET CO INC	2012	\$ 439.31	Beyond Statute for Collection	39-10-101(2)(b)
P0024041	VICTOR METAL WORKS	2012	\$ 454.13	Beyond Statute for Collection	39-10-101(2)(b)
P0024254	GRANT STREET ENTERPRISES	2012	\$ 688.10	Beyond Statute for Collection	39-10-101(2)(b)
P0024772	ELITE FOIL INC	2012	\$ 10.00	Beyond Statute for Collection	39-10-101(2)(b)
P0024918	FAB MASTERS	2012	\$ 10.00	Beyond Statute for Collection	39-10-101(2)(b)
P0025090	ROCKY MOUNTAIN ORTHOTICS LAB IN	2012	\$ 10.00	Beyond Statute for Collection	39-10-101(2)(b)
P0025200	SOLSOURCE INC	2012	\$ 10.00	Beyond Statute for Collection	39-10-101(2)(b)
P0026067	COTTONWOOD LIQUORS	2012	\$ 387.74	Beyond Statute for Collection	39-10-101(2)(b)
P0026239	IMAGE NAILS	2012	\$ 554.03	Beyond Statute for Collection	39-10-101(2)(b)
P0026284	JILLIE BEANS TOYS AND MORE	2012	\$ 10.00	Beyond Statute for Collection	39-10-101(2)(b)
P0026320	ALL ABOUT CHIROPRACTIC	2012	\$ 100.86	Beyond Statute for Collection	39-10-101(2)(b)
P0027541	A D OPTIMIZERS INC	2012	\$ 10.00	Beyond Statute for Collection	39-10-101(2)(b)
P0028263	TWO DOORS DOWN BAR AND GRILL	2012	\$ 10.00	Beyond Statute for Collection	39-10-101(2)(b)
P0028369	C LEVEL WATERFRONT HIDEAWAY / B	2012	\$ 10.00	Beyond Statute for Collection	39-10-101(2)(b)
P0028565	CORDOVA TIRE	2012	\$ 10.00	Beyond Statute for Collection	39-10-101(2)(b)
P0029129	BLUE BAY ASIAN CAFÉ	2012	\$ 1,434.92	Beyond Statute for Collection	39-10-101(2)(b)
P0029142	EL AZTEC MEXICAN FOOD	2012	\$ 636.82	Beyond Statute for Collection	39-10-101(2)(b)
P0029256	GALACTIC GRANITE LLD	2012	\$ 483.80	Beyond Statute for Collection	39-10-101(2)(b)
P0029317	PRO AUTO SERVICES	2012	\$ 399.22	Beyond Statute for Collection	39-10-101(2)(b)
P0029348	LOS PLEBES	2012	\$ 433.00	Beyond Statute for Collection	39-10-101(2)(b)
P0029392	COAST PET DISTRIBUTION	2012	\$ 10.00	Beyond Statute for Collection	39-10-101(2)(b)
P0029479	PRESTIGE FINANCIAL SOLUTIONS	2012	\$ 392.49	Beyond Statute for Collection	39-10-101(2)(b)
P0029638	CONNEXION TECHNOLOGIES	2012	\$ 9,479.13	Beyond Statute for Collection	39-10-101(2)(b)
P0029640	CONNEXION TECHNOLOGIES	2012	\$ 4,067.54	Beyond Statute for Collection	39-10-101(2)(b)

PERSONAL PROPERTY WRITE OFF

P0029639	CONNEXION TECHNOLOGIES	2012	\$ 6,384.43	Beyond Statute for Collection	39-10-101(2)(b)
P0029641	CONNEXION TECHNOLOGIES	2012	\$ 3,888.54	Beyond Statute for Collection	39-10-101(2)(b)
P0029730	SOLSOURCE ENERGY SOLUTIONS, LLC	2012	\$ 10.00	Beyond Statute for Collection	39-10-101(2)(b)
P0030156	MAX AUTO BODY	2012	\$ 809.61	Beyond Statute for Collection	39-10-101(2)(b)
P0030171	T K CUSTOM GUITARS	2012	\$ 10.00	Beyond Statute for Collection	39-10-101(2)(b)
P0030254	EAST EUROPE MARKET	2012	\$ 378.97	Beyond Statute for Collection	39-10-101(2)(b)
P0030309	NEKETAN	2012	\$ 255.54	Beyond Statute for Collection	39-10-101(2)(b)
P0030359	BAYWATCH ENTERPRISES	2012	\$ 448.79	Beyond Statute for Collection	39-10-101(2)(b)
P0030365	COLORADO WHEEL WAREHOUSE	2012	\$ 519.69	Beyond Statute for Collection	39-10-101(2)(b)
P0030391	V'S DISTRIBUTING	2012	\$ 2,006.09	Beyond Statute for Collection	39-10-101(2)(b)
P0030404	STUDIO 117 B TANNING, LLC	2012	\$ 390.55	Beyond Statute for Collection	39-10-101(2)(b)
P0030560	DENVER URBAN ENTERPRISES, INC	2012	\$ 530.25	Beyond Statute for Collection	39-10-101(2)(b)
P0030908	LUNAS	2012	\$ 335.72	Beyond Statute for Collection	39-10-101(2)(b)
P0031056	MILE HIGH ENERGY SOLUTIONS	2012	\$ 844.69	Beyond Statute for Collection	39-10-101(2)(b)
P0031232	MOBILE ACCORD	2012	\$ 6,330.34	Beyond Statute for Collection	39-10-101(2)(b)
P0031252	USA MOTORS	2012	\$ 947.03	Beyond Statute for Collection	39-10-101(2)(b)
65 Accounts - 2012 Tax Year Total			\$ 110,476.17		

2013 PERONAL PROPERTY

P0002511	BOHMS AUTO AND TIRE SERVICE	2013	\$ 699.40	Beyond Statute for Collection	39-10-101(2)(b)
P0003247	BALDWIN AUTOMOTIVE INC	2013	\$ 423.76	Beyond Statute for Collection	39-10-101(2)(b)
P0004026	PEAK N PRAIRIE LANDSCAPE	2013	\$ 4,848.16	Beyond Statute for Collection	39-10-101(2)(b)
P0004409	EL SABOR JEREZANO RESTAURANT	2013	\$ 719.81	Beyond Statute for Collection	39-10-101(2)(b)
P0008444	RAIN SOFT LAUNDRY	2013	\$ 441.95	Beyond Statute for Collection	39-10-101(2)(b)
P0009736	HOUSE OF RENTALS INC	2013	\$ 3,404.78	Beyond Statute for Collection	39-10-101(2)(b)
P0017137	URBAN FARMER INC	2013	\$ 17,426.38	Beyond Statute for Collection	39-10-101(2)(b)
P0019406	TOMORROWS HEIRLOOMS	2013	\$ 923.40	Beyond Statute for Collection	39-10-101(2)(b)
P0024254	GRANT STREET ENTERPRISES	2013	\$ 503.54	Beyond Statute for Collection	39-10-101(2)(b)
P0029129	BLUE BAY ASIAN CAFÉ	2013	\$ 1,292.59	Beyond Statute for Collection	39-10-101(2)(b)
P0029142	EL AZTEC MEXICAN FOOD	2013	\$ 534.49	Beyond Statute for Collection	39-10-101(2)(b)
P0029256	GALACTIC GRANITE LLD	2013	\$ 439.08	Beyond Statute for Collection	39-10-101(2)(b)
P0029317	PRO AUTO SERVICES	2013	\$ 367.26	Beyond Statute for Collection	39-10-101(2)(b)
P0029638	CONNEXION TECHNOLOGIES	2013	\$ 8,491.37	Beyond Statute for Collection	39-10-101(2)(b)
P0029639	CONNEXION TECHNOLOGIES	2013	\$ 4,769.47	Beyond Statute for Collection	39-10-101(2)(b)
P0029640	CONNEXION TECHNOLOGIES	2013	\$ 3,836.13	Beyond Statute for Collection	39-10-101(2)(b)
P0030156	MAX AUTO BODY	2013	\$ 748.15	Beyond Statute for Collection	39-10-101(2)(b)
P0030359	BAYWATCH ENTERPRISES	2013	\$ 411.60	Beyond Statute for Collection	39-10-101(2)(b)
P0030365	COLORADO WHEEL WAREHOUSE	2013	\$ 775.56	Beyond Statute for Collection	39-10-101(2)(b)
P0030560	DENVER URBAN ENTERPRISES, INC	2013	\$ 482.03	Beyond Statute for Collection	39-10-101(2)(b)
P0030908	LUNAS	2013	\$ 300.75	Beyond Statute for Collection	39-10-101(2)(b)

PERSONAL PROPERTY WRITE OFF

P0031056	MILE HIGH ENERGY SOLUTIONS	2013	\$	824.43	Beyond Statute for Collection	39-10-101(2)(b)
P0031097	JEWELFIRE DIAMONDS	2013	\$	365.05	Beyond Statute for Collection	39-10-101(2)(b)
P0031928	DENVER COUNTER TOPS	2013	\$	336.02	Beyond Statute for Collection	39-10-101(2)(b)
P0031966	M P COMMUNICATION LLC	2013	\$	525.02	Beyond Statute for Collection	39-10-101(2)(b)
25 Accounts - 2013 Tax Year Total			\$	53,890.18		

2014 PERONAL PROPERTY

P0003247	BALDWIN AUTOMOTIVE INC	2014	\$	427.39	Beyond Statute for Collection	39-10-101(2)(b)
P0003373	BENNETT DENTAL CENTER	2014	\$	29.92	Beyond Statute for Collection	39-10-101(2)(b)
P0004026	PEAK N PRAIRIE LANDSCAPE	2014	\$	4,193.01	Beyond Statute for Collection	39-10-101(2)(b)
P0004409	EL SABOR JEREZANO RESTAURANT	2014	\$	802.76	Beyond Statute for Collection	39-10-101(2)(b)
P0004824	APPLE GLASS	2014	\$	185.48	Beyond Statute for Collection	39-10-101(2)(b)
P0008444	RAIN SOFT LAUNDRY	2014	\$	360.24	Beyond Statute for Collection	39-10-101(2)(b)
P0008911	A B AND T BODY SHOP LLC	2014	\$	376.86	Beyond Statute for Collection	39-10-101(2)(b)
P0009736	HOUSE OF RENTALS INC	2014	\$	2,924.35	Beyond Statute for Collection	39-10-101(2)(b)
P0016952	J C B PRECISION TOOL AND MOLD INC	2014	\$	7,473.02	Beyond Statute for Collection	39-10-101(2)(b)
P0019406	TOMORROWS HEIRLOOMS	2014	\$	10.00	Beyond Statute for Collection	39-10-101(2)(b)
P0025879	MI PUEBLO LATIN MARKET	2014	\$	4,039.52	Beyond Statute for Collection	39-10-101(2)(b)
P0029142	EL AZTEC MEXICAN FOOD	2014	\$	428.57	Beyond Statute for Collection	39-10-101(2)(b)
P0030156	MAX AUTO BODY	2014	\$	630.92	Beyond Statute for Collection	39-10-101(2)(b)
P0030209	AMERICAN LASER SKINCARE	2014	\$	4,046.10	Beyond Statute for Collection	39-10-101(2)(b)
P0030365	COLORADO WHEEL WAREHOUSE	2014	\$	661.41	Beyond Statute for Collection	39-10-101(2)(b)
P0030560	DENVER URBAN ENTERPRISES, INC	2014	\$	397.12	Beyond Statute for Collection	39-10-101(2)(b)
P0030908	LUNAS	2014	\$	247.49	Beyond Statute for Collection	39-10-101(2)(b)
P0031056	MILE HIGH ENERGY SOLUTIONS	2014	\$	711.70	Beyond Statute for Collection	39-10-101(2)(b)
P0031097	JEWELFIRE DIAMONDS	2014	\$	10.00	Beyond Statute for Collection	39-10-101(2)(b)
P0031928	DENVER COUNTER TOPS	2014	\$	10.00	Beyond Statute for Collection	39-10-101(2)(b)
P0031966	M P COMMUNICATION LLC	2014	\$	10.00	Beyond Statute for Collection	39-10-101(2)(b)
P0032960	TEAM LOGIC IT	2014	\$	13,710.57	Beyond Statute for Collection	39-10-101(2)(b)
P0033553	BLACK SAND RECLAMATION LLC	2014	\$	19,336.91	Beyond Statute for Collection	39-10-101(2)(b)
P0032885	SELF DEFINED FITNESS PRO GYM	2014	\$	10,746.80	Beyond Statute for Collection	39-10-101(2)(b)
24 Accounts - 2014 Tax Year Total			\$	71,770.14		

2015 PERONAL PROPERTY

P0000728	MEIER AND FRANK MERCHANDISE INC	2015	\$	2,950.04	Out of Business - equipment gone	39-10-114(2)(a)
P0002108	WESTWOOD COLLEGE-DENVER NORT	2015	\$	26,477.62	Out of Business - equipment gone	39-10-114(2)(a)
P0002761	COLTEC TOOLING	2015	\$	1,042.28	Out of Business - equipment gone	39-10-114(2)(a)
P0003247	BALDWIN AUTOMOTIVE INC	2015	\$	393.16	Out of Business - equipment gone	39-10-114(2)(a)
P0004409	EL SABOR JEREZANO RESTAURANT	2015	\$	658.76	Out of Business - equipment gone	39-10-114(2)(a)
P0004824	APPLE GLASS	2015	\$	201.55	Out of Business - equipment gone	39-10-114(2)(a)

EXHIBIT "A"
PERSONAL PROPERTY WRITE OFF

P0005066	MPRESS PRINTING INC	2015	\$ 596.97	Out of Business - equipment gone	39-10-114(2)(a)
P0009736	HOUSE OF RENTALS INC	2015	\$ 1,839.82	Out of Business - equipment gone	39-10-114(2)(a)
P0019170	COLORADO TELE-EQUIPMENT CO	2015	\$ 2,363.37	Out of Business - equipment gone	39-10-114(2)(a)
P0019241	PRECISION PIPE SERVICE LLC	2015	\$ 2,300.38	Out of Business - equipment gone	39-10-114(2)(a)
P0025466	BRAT STOP THE	2015	\$ 221.71	Out of Business - equipment gone	39-10-114(2)(a)
P0029237	FRANKS PLACE NY STYLE PIZZA	2015	\$ 13.69	Out of Business - equipment gone	39-10-114(2)(a)
P0030365	COLORADO WHEEL WAREHOUSE	2015	\$ 544.21	Out of Business - equipment gone	39-10-114(2)(a)
P0033553	BLACK SAND RECLAMATION LLC	2015	\$ 16,836.09	Out of Business - equipment gone	39-10-114(2)(a)
P0033581	DAHNIKE AND ROSALES CUSTOM CABII	2015	\$ 10,813.68	Out of Business - equipment gone	39-10-114(2)(a)
P0033517	MU BREWERY INC	2015	\$ 4,075.93	Out of Business - equipment gone	39-10-114(2)(a)
P0021593	COLORADO COMPONENT REBUILDERS	2015	\$ 644.28	Out of Business - equipment gone	39-10-114(2)(a)
P0032885	SELF DEFINED FITNESS PRO GYM	2015	\$ 1,632.49	Out of Business - equipment gone	39-10-114(2)(a)
18 Accounts - 2015 Tax Year Total			\$ 73,606.03		

P0000291	DALKES LAUNDRY AND DRY CLEANING	2016	\$ 2,047.37	Out of Business - equipment gone	39-10-114(2)(a)
P0000596	MY - BAR	2016	\$ 1,039.98	Out of Business - equipment gone	39-10-114(2)(a)
P0002108	WESTWOOD COLLEGE-DENVER NORT	2016	\$ 23,423.16	Out of Business - equipment gone	39-10-114(2)(a)
P0002522	MALLEY CLEANERS	2016	\$ 622.58	Out of Business - equipment gone	39-10-114(2)(a)
P0002687	FAMILY CHRISTIAN STORES NO.359	2016	\$ 1,662.75	Out of Business - equipment gone	39-10-114(2)(a)
P0002761	COLTEC TOOLING	2016	\$ 1,088.33	Out of Business - equipment gone	39-10-114(2)(a)
P0005062	BUTTER CUPS LEARNING CENTER	2016	\$ 477.96	Out of Business - equipment gone	39-10-114(2)(a)
P0005066	MPRESS PRINTING INC	2016	\$ 498.45	Out of Business - equipment gone	39-10-114(2)(a)
P0005190	MILE HIGH COMICS INC	2016	\$ 1,511.11	Out of Business - equipment gone	39-10-114(2)(a)
P0007305	ALL STATE FIRE PROTECTION INC	2016	\$ 1,028.31	Out of Business - equipment gone	39-10-114(2)(a)
P0007468	TWIN PEAKS LTD INC	2016	\$ 2,994.50	Out of Business - equipment gone	39-10-114(2)(a)
P0009736	HOUSE OF RENTALS INC	2016	\$ 1,510.94	Out of Business - equipment gone	39-10-114(2)(a)
P0011730	HILLCREST PLAZA LIQUORS INC	2016	\$ 1,855.66	Out of Business - equipment gone	39-10-114(2)(a)
P0018253	MOBILE ONE TRUCK AND AUTO REPAII	2016	\$ 729.33	Out of Business - equipment gone	39-10-114(2)(a)
P0019241	PRECISION PIPE SERVICE LLC	2016	\$ 1,933.72	Out of Business - equipment gone	39-10-114(2)(a)
P0021211	FOX AND HOUND PUB NO.65049	2016	\$ 4,757.68	Out of Business - equipment gone	39-10-114(2)(a)
P0021241	G F TECHNOLOGIES INC	2016	\$ 363.48	Out of Business - equipment gone	39-10-114(2)(a)
P0031064	TORTAS AND BURRITOS AND DELI	2016	\$ 364.83	Out of Business - equipment gone	39-10-114(2)(a)
P0032805	PHARM PODS	2016	\$ 1,563.68	Out of Business - equipment gone	39-10-114(2)(a)
P0032869	BOULDER - STONE LLC	2016	\$ 10.40	Out of Business - equipment gone	39-10-114(2)(a)
P0033580	DAHNIKE AND ROSALES CUSTOM CABII	2016	\$ 8,088.54	Out of Business - equipment gone	39-10-114(2)(a)
P0034539	JUICY BURGERS AND DOGS	2016	\$ 6,893.15	Out of Business - equipment gone	39-10-114(2)(a)
P0034671	1-800-SOLAR-USA	2016	\$ 913.50	Out of Business - equipment gone	39-10-114(2)(a)
P0034708	FIRST CLASS CAR & TRUCK REPAIR	2016	\$ 519.33	Out of Business - equipment gone	39-10-114(2)(a)
P0033517	MU BREWERY INC	2016	\$ 3,543.98	Out of Business - equipment gone	39-10-114(2)(a)

PERSONAL PROPERTY WRITE OFF

P0021593	COLORADO COMPONENT REBUILDERS	2016	\$ 554.57	Out of Business - equipment gone	39-10-114(2)(a)
P0032885	SELF DEFINED FITNESS PRO GYM	2016	\$ 1,716.25	Out of Business - equipment gone	39-10-114(2)(a)
27 Accounts - 2016 Tax Year Total			\$ 71,713.54		

P0000596	MY - BAR	2017	\$ 1,023.14	Out of Business - equipment gone	39-10-114(2)(a)
P0002472	DAIRY QUEEN NO.23	2017	\$ 1,004.67	Out of Business - equipment gone	39-10-114(2)(a)
P0002600	COLORADO CHARTER LINES INC	2017	\$ 1,565.84	Out of Business - equipment gone	39-10-114(2)(a)
P0002687	FAMILY CHRISTIAN STORES NO.359	2017	\$ 1,414.51	Out of Business - equipment gone	39-10-114(2)(a)
P0031881	HI TECH PLASTICS	2017	\$ 15,689.75	Out of Business - equipment gone	39-10-114(2)(a)
P0007468	TWIN PEAKS LTD INC	2017	\$ 4,675.25	Out of Business - equipment gone	39-10-114(2)(a)
P0002108	WESTWOOD COLLEGE DENVER NORT	2017	\$ 55,820.79	Out of Business - equipment gone	39-10-114(2)(a)
P0008195	AMERICAN GAS COMPRESSION SERVI	2017	\$ 582.77	Out of Business - equipment gone	39-10-114(2)(a)
P0009736	HOUSE OF RENTALS INC	2017	\$ 1,234.91	Out of Business - equipment gone	39-10-114(2)(a)
P0011730	HILLCREST PLAZA LIQUORS INC	2017	\$ 1,500.20	Out of Business - equipment gone	39-10-114(2)(a)
P0018196	BURRITO CO THE	2017	\$ 159.78	Out of Business - equipment gone	39-10-114(2)(a)
P0019285	A A A DESIGN LLC	2017	\$ 333.00	Out of Business - equipment gone	39-10-114(2)(a)
P0034539	JUICY BURGERS AND DOGS	2017	\$ 7,070.97	Out of Business - equipment gone	39-10-114(2)(a)
13 Accounts - 2017 Tax Year Total			\$ 92,075.58		

P0000130	EL VIVA VILLA MEXICAN RESTAURANT	2018	\$ 319.98	Out of Business - equipment gone	39-10-114(2)(a)
P0000736	SANTANAS BAR	2018	\$ 371.99	Out of Business - equipment gone	39-10-114(2)(a)
P0002508	SAMMYS AUTO - JAD AUTO INC	2018	\$ 383.88	Out of Business - equipment gone	39-10-114(2)(a)
P0002600	COLORADO CHARTER LINES INC	2018	\$ 1,548.70	Out of Business - equipment gone	39-10-114(2)(a)
P0003863	TARTAN ORTHOPEDICS LTD	2018	\$ 103.58	Out of Business - equipment gone	39-10-114(2)(a)
P0007399	ERGONOMIC DESIGN INC	2018	\$ 1,268.07	Out of Business - equipment gone	39-10-114(2)(a)
P0007468	TWIN PEAKS LTD INC	2018	\$ 4,035.26	Out of Business - equipment gone	39-10-114(2)(a)
P0009736	HOUSE OF RENTALS INC	2018	\$ 1,094.77	Out of Business - equipment gone	39-10-114(2)(a)
P0031881	HI TECH PLASTICS	2018	\$ 15,663.93	Out of Business - equipment gone	39-10-114(2)(a)
P0011730	HILLCREST PLAZA LIQUORS INC	2018	\$ 1,290.21	Out of Business - equipment gone	39-10-114(2)(a)
P0014334	BROKER PRICE OPINION.COM INC	2018	\$ 4,618.02	Out of Business - equipment gone	39-10-114(2)(a)
P0016910	A B C FIRE PROTECTION INC	2018	\$ 50.01	Out of Business - equipment gone	39-10-114(2)(a)
P0018196	BURRITO CO THE	2018	\$ 312.74	Out of Business - equipment gone	39-10-114(2)(a)
P0019285	A A A DESIGN LLC	2018	\$ 298.72	ERROR IN TAXATION- business gone in 2017	39-10-114(2)(a)
P0029215	DRAGON WALL	2018	\$ 22.40	Out of Business - equipment gone	39-10-114(2)(a)
P0032711	HEALING WATERS	2018	\$ 22.34	Out of Business - equipment gone	39-10-114(2)(a)
P0034539	JUICY BURGERS AND DOGS	2018	\$ 5,122.51	Out of Business - equipment gone	39-10-114(2)(a)
P0034765	UNCLE MADDIOS PIZZA JOINT	2018	\$ 168.78	Out of Business - equipment gone	39-10-114(2)(a)
P0035518	SWEET LEAF	2018	\$ 169.05	Out of Business - equipment gone	39-10-114(2)(a)

EXHIBIT "A"
PERSONAL PROPERTY WRITE OFF

P0036161	MAKERS MIPS LLC	2018	\$ 1,803.92	Out of Business - equipment gone	39-10-114(2)(a)
20 Accounts - 2018 Tax Year Total			\$ 38,668.86		


P0011730	HILLCREST PLAZA LIQUORS INC	2019	\$ 1,021.28	Out of Business - equipment gone	39-10-114(2)(a)
P0014333	BROKER PRICE OPINION.COM INC	2019	\$ 3,784.95	Bankruptcy - no assets	39-10-114(2)(a)
P0016530	SWEET TOMATOES NO.1069	2019	\$ 10,318.66	Bankruptcy - no assets	39-10-114(2)(a)
P0036970	SERRANO'S PRODUCE	2019	\$ 1,158.59	Out of Business - equipment gone	39-10-114(2)(a)
P0031881	HI TECH PLASTICS	2019	\$ 13,867.68	Out of Business - equipment gone	39-10-114(2)(a)

5 Accounts - 2019 Tax Year Total **\$ 30,151.16**

P0037132	Barris Pizza	2020	\$ 3,503.39	Out of Business - equipment gone	39-10-114(2)(a)
P0036970	SERRANO'S PRODUCE	2020	\$ 887.20	Out of Business - equipment gone	39-10-114(2)(a)
P0037658	SENDREX	2020	\$ 5,868.92	Out of Business - equipment gone	39-10-114(2)(a)

3 Accounts - 2020 Tax Year Total **2020 \$ 10,259.51**

Total Years Balance **\$ 775,972.52**


 Treasurer & Public Works
 11/05/2021





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 23, 2021
SUBJECT: Intergovernmental Agreement between the City of Brighton and Adams County for a Traffic Signal at E. 144 th Ave. & Sable Blvd.
FROM: Brian Staley, PT, PTOE, RSP, Public Works Director
AGENCY/DEPARTMENT: Public Works Department
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve an Intergovernmental Agreement (IGA) between the City of Brighton and Adams County for cost sharing of design services, construction services, and land acquisition expenses for the E. 144 th Ave. and Sable Blvd. traffic signal.

BACKGROUND:

The intersection of E. 144th Ave. and Sable Blvd. is controlled and maintained by the City of Brighton. Adams County owns the Right of Way (ROW) for E. 144th Ave. and the City of Brighton maintains the roadway for the County through a maintenance agreement. The City of Brighton owns and maintains the ROW for Sable Blvd.

The site currently operates as a two-way stop-controlled intersection. Following a fatal traffic crash at the intersection on June 21, 2019, the City of Brighton installed enhanced visibility features including advanced warning signage, pavement markings, and LED-imbedded stop signs for E. 144th Ave. City officials further stated their intention to install a new traffic signal at the intersection and requested a cost-sharing agreement with Adams County based on the shared ownership of the approaching ROW.

Adams County staff agree that a well-designed traffic signal will improve visibility and enhance public safety at the intersection of E. 144th Ave. and Sable Blvd. and included a recommendation to fund this new traffic signal in the 2021 budget for regional project commitments. The 2021 budget was approved by the Board of County Commissioners in December of 2020.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County
City of Brighton

ATTACHED DOCUMENTS:

Resolution
Agreement

FISCAL IMPACT:

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

Fund: 13			
Cost Center: 3019			
	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			
	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	8810	30192101	\$5,000,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
\$Total Expenditures:			<u>\$5,000,000</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
ADAMS COUNTY AND THE CITY OF BRIGHTON REGARDING COST SHARING FOR
THE EAST 144TH AVENUE AND SABLE BOULEVARD TRAFFIC SIGNAL PROJECT

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution, as well as Section 29-1-201, et seq., and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and,

WHEREAS, Adams County, Colorado and the City of Brighton, Colorado (the “Parties”) are governmental entities, each with statutory authority to build and maintain public improvements within their respective boundaries; and,

WHEREAS, the Parties share certain common boundaries within the project limits upon which lie certain public rights-of-way and infrastructure for which the Parties share maintenance responsibility as previously established by IGA; and,

WHEREAS, the City has determined the need for intersection improvements at East 144th Avenue and Sable Boulevard consisting of new traffic signal infrastructure (the “Improvements”) prepared through a formalized design process with land acquisition, estimated for completion in 2020, followed by a coordinated construction effort (the “Construction Project”), and estimated for completion in 2021; and,

WHEREAS, the Parties desire to cooperate in the sharing of costs of said Improvements for the welfare and benefit of the citizens of both Parties; and

WHEREAS, completion of the Improvements will also include right-of-way and easement acquisition, as required, relocation of existing utilities, as required, demolition, concept roadway widening design, final construction drawings, and final construction of the Improvements including site restoration and warranty periods; and,

WHEREAS, the Parties are authorized by Article XIV, Section 18 of the Colorado Constitution and Sections 29-1-203 and 43-2-144 of the Colorado Revised Statutes to enter into Intergovernmental Highway Agreements and cooperative agreements to provide any function, service, or facility lawfully authorized to each of them; and,

WHEREAS, the Parties have heretofore entered into various other arrangements and understandings for the maintenance of public roads lying between and within the boundaries of said Parties, and it is the desire of both Parties that all such arrangements and understandings shall continue in effect except as specifically modified by this Agreement, unless and until the Parties may jointly agree otherwise; and,

WHEREAS, the Parties agree the ownership and maintenance of the Improvements shall be the sole responsibility of the City of Brighton; and,

WHEREAS, the Parties desire to establish terms for the payment of costs related to the design, land acquisition, and construction costs and the Parties' respective allocation associated therewith.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement between Adams County and the City of Brighton, a copy of which is attached hereto and incorporated herein by reference, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute the attached Signature Sheet of said Agreement on behalf of the County of Adams, State of Colorado.

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF
BRIGHTON, COLORADO AND ADAMS COUNTY, COLORADO FOR COST
SHARING OF DESIGN SERVICES, CONSTRUCTION SERVICES, AND LAND
ACQUISITION EXPENSES FOR THE EAST 144TH AVENUE AND SABLE
BOULEVARD TRAFFIC SIGNAL**

This **INTERGOVERNMENTAL AGREEMENT** (“**Agreement**”) is made and entered into as of the ____ day of _____, 2020 (“**Effective Date**”), by and between THE CITY OF BRIGHTON, COLORADO (“**City**”), and ADAMS COUNTY, COLORADO (“**County**”), (individually as “**Party**” or collectively as “**Parties**”).

RECITALS

WHEREAS, the Parties are governmental entities, each with statutory authority to build and maintain public improvements within their respective boundaries; and

WHEREAS, the Parties share certain common boundaries within the project limits upon which lie certain public rights-of-way and infrastructure for which the Parties share maintenance responsibility as previously established by IGA; and

WHEREAS, the City has determined the need for intersection improvements at East 144th Avenue and Sable Boulevard as generally depicted and attached hereto as **Exhibit A**, consisting of a new traffic signal (the “**Improvements**”) prepared through a formalized design process with land acquisition, estimated for completion in 2020, followed by a coordinated construction effort (the “**Construction Project**”), and estimated for completion in 2021; and

WHEREAS, the Parties desire to cooperate in the sharing of costs of said Improvements for the welfare and benefit of the citizens of both Parties; and

WHEREAS, completion of the Improvements will also include right-of-way and easement acquisition, as required, relocation of existing utilities, as required, demolition, concept roadway widening design, final construction drawings, and final construction of the Improvements including site restoration and warranty periods; and

WHEREAS, the Parties are authorized by Article XIV, Section 18 of the Colorado Constitution and Sections 29-1-203 and 43-2-144 of the Colorado Revised Statutes to enter into Intergovernmental Highway Agreements and cooperative agreements to provide any function, service, or facility lawfully authorized to each of them; and

WHEREAS, the Parties have heretofore entered into various other arrangements and understandings for the maintenance of public roads lying between and within the boundaries of said Parties, and it is the desire of both Parties that all such arrangements and understandings shall continue in effect except as specifically modified by this Agreement, unless and until the Parties may jointly agree otherwise; and

WHEREAS, the Parties agree the ownership and maintenance of the Improvements shall be the sole responsibility of the City; and

WHEREAS, the Parties desire to establish terms for the payment of costs related to the design, land acquisition, and construction costs and the Parties' respective allocation associated therewith.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the sufficiency of which is expressly acknowledged, the Parties agree as follows:

AGREEMENT

1. **Design and Land Acquisition.**

- a. The Parties agree that the City will undertake and complete the survey, engineering, design, plan preparation and project approvals associated with the Improvements including the following, as may be necessary for completion of the design work:
 - (i) Design and Utility Surveys;
 - (ii) Property Surveys and Base Mapping preparation;
 - (iii) Stormwater Management Design and Plans;
 - (iv) Demolition and Restoration of Existing Improvements Design and Plans;
 - (v) Landscaping and Irrigation Design and Plans;
 - (vi) Preparing Legal Descriptions for Easements; and
 - (vii) Cost Estimates
- b. The Parties agree that the design work shall conform to all applicable standards. The City will submit a final set of Construction Plans to the County for review and signature approval prior to commencing construction.
- c. The Parties agree that the City will initially pay all design work costs and the County shall reimburse the City for 50% of said costs within the total not to exceed amount as defined in Section 2.d of this Agreement. Funds will be transferred upon the City's Initial Acceptance (as defined in Section 2.e of this Agreement) of the Construction Project.
- d. The Parties agree that in connection with real property under their respective control or ownership, they will provide all necessary property interests, easements, licenses and/or rights of ways deemed necessary for construction of the improvements at no cost to the other Party hereto. All requisite property interests as are necessary for construction of the improvements shall be referred to herein as the "**Property Rights.**" Any additional land acquisition purchases required for completion of the Construction Project shall be shared equally between the Parties

with cost allocations and limits as described in section 2 of this agreement. All coordination, negotiations, and purchases with private landowners for the sake of land acquisition shall be the responsibility of the County since the properties are located within the County's jurisdiction. However, title for the Property Rights shall be conveyed to City. The City will reimburse all expenses to the County associated with land acquisitions upon the City's Initial Acceptance of the Construction Project.

2. **Construction of the Improvements and Cost Allocation.**

- a. Upon approval of the final plans and specifications, issuance of the final permits, and the acquisition of any and all necessary Property Rights for construction of the Improvements, the Parties agree the City shall coordinate, manage, and oversee the construction of the Construction Project. Such construction shall be completed substantially in accordance with City Standards and approved plans and specifications and the City will timely make payment of all costs related to the Improvements as the same becomes due and payable. The City shall submit all pay applications to the County at time of receipt and acceptance for its records. An initial construction cost estimate based upon historical data is attached hereto and incorporated herein as **Exhibit B** (the "**Construction Costs**") for which both Parties shall each be responsible for 50% of the same within the total not to exceed amount as defined in Section 2.d of this Agreement.
- b. The Parties agree that the City shall be the "Owner" for purposes of the construction contract and that the form of the construction contract shall be at the City's discretion, notwithstanding however, the construction contract shall require the following elements:
 - (i) Insurance requirements as are standard to City construction projects, specifically naming Adams County as an "additional insured" (with the exception of workers' compensation and employer's liability insurance policies, if any). The City shall require the contractor to provide a certificate or certificates of insurance to the County at the time of commencement of construction and afterward at the County's written request;
 - (ii) To require payment and performance bonds and a two-year warranty for the Improvements guaranteeing the work is free from defects in materials, equipment, and workmanship and that all warranties on the project work will be assigned to the City upon City's Initial Acceptance of the project; and
 - (iii) To expressly name Adams County as a third-party beneficiary of the contract with respect to the insurance, performance and payment bonds, and warranty provisions.

In the event the County asserts a claim against the contractor or its insurer or surety provider, the City shall cooperate with the County as reasonably necessary to ensure

that the claim can be adjudicated in a court of competent jurisdiction notwithstanding that the County is not a party to the construction contract; such cooperation may include appearing as a party to litigation for the benefit of the County.

- c. Upon notice of award of the construction contract to the City contractor, the Engineer shall provide the Parties with updated Construction Costs based upon the final contractor bid documents. Such updated Construction Costs shall include a 10% contingency. At the time of the award of such contract, Exhibit B of this Agreement, which sets forth the Construction Costs, shall be replaced with the actual Contract Amount in the contract awarded by the City, including the 10% contingency (the “**Contract Amount**”). No change orders or other additions or revisions to the Improvements that result in costs in excess of the Contract Amount (“**Excess Amounts**”) shall be approved or made without the prior written approval of the County. Such Excess Amounts shall be reasonably allocated between the Parties. The project engineer will be designated as the Engineer of Record for the project and assigned by the City with approval by the County. In the event of a dispute as to whether an allocation is reasonable, the Parties shall consult with the project engineer, and the project engineer’s determination shall be final. All executed construction documents shall be provided to the County for its records.
- d. The County’s total reimbursement commitment to the City under this Agreement shall not exceed \$250,000.00. Should the total project cost exceed \$500,000.00, the additional expenses incurred shall be the sole responsibility of the City except as provided in Section 2.c of this Agreement.
- e. The City shall prepare and coordinate documentation for Initial Acceptance of the project. “**Initial Acceptance**” of the project means all outstanding punch-list items have been completed and accepted by the City, record drawings have been submitted, reviewed, and accepted by both Parties, and final payment including release of retainage has been made to the contractor. Upon final payment by the County to the City of all costs authorized under this Agreement, ownership of the Improvements will belong solely to the City.
- f. In the event construction is not commenced within two (2) years of the Effective Date, the County may terminate this Agreement at its sole discretion.

3. **City Obligation to Oversee Construction Project.**

- a. The City will use reasonable care and act in good faith in managing, advertising, contracting, overseeing, and constructing the Improvements. This duty includes, without limitation, overseeing and managing the Construction Project to ensure the Improvements meet City Standards, reasonable construction management and observation, preparing contractor punch-list for Initial Acceptance, completion of acceptable electronic record drawings available in both .pdf and .dwg file formats, and preparing certificates of substantial and final completion for review and Initial Acceptance by the County.

- b. The City agrees to invite County representatives to construction progress meetings regarding the Construction Project.

4. **County Reimbursement for the Construction Project.**

- a. After Initial Acceptance of the Construction Project and no later than ninety (90) days after Initial Acceptance, the City will provide notice to the County (“**Certification**”), which will include an accounting of all costs related to the Construction Project, inclusive of the Design Work costs (the “**County Reimbursement Amount**”). The County may object to any errors related to the County Reimbursement Amount within one hundred and eighty (180) days of the date of the Certification (the “**Reporting Period**”) and expressly waives any objection not provided in writing to the City within the Reporting Period. The County Construction Reimbursement Amount shall be paid to the City (less any City portion of acquisition expenses paid by the County) not later than one hundred and eighty (180) days after the Reporting Period.
- b. The County shall have the right to audit the City’s records concerning the Construction Project for purposes of confirming the County Construction Reimbursement Amount. The right to request an audit of such records shall be made not later than ninety (90) days from the date upon which the Certification is provided and shall be in writing. The audit request shall include a detailed description of the scope of documents requested for audit by the County.

5. **General Provisions.**

- a. Incorporation by Reference. The recitals to this Agreement and all exhibits to this Agreement are incorporated by reference.
- b. No Third-Party Beneficiaries. The Parties expressly intend that any person other than the County and the City will be deemed to be only an incidental beneficiary under this Agreement.
- c. No Waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor shall any such waiver be a continuing waiver. A Party’s failure to insist upon strict performance of any of the terms, covenants, conditions or agreements contained in this Agreement shall not be deemed a waiver of any rights or remedies that said Party may have and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms, covenants, conditions or agreements contained in this Agreement by the same Party. Except as expressly provided in this Agreement, no waiver shall be binding on any Party unless executed in writing by the Party making such waiver.
- d. Governmental Immunity. No term or condition of this Agreement will be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

- e. Non-liability of Officials and Employees. No elected or appointed official, employee, agent, consultant or contractor of the Parties shall be personally liable to the other Party or any successors or assign for any breach of this Agreement.
- f. Non-Appropriation. Notwithstanding any other term or condition of this Agreement, all obligations of the Parties under this Agreement, including all or any part of any payment or reimbursement obligations, whether direct or contingent, will only extend to payment of monies duly and lawfully appropriated and encumbered for the purpose of this Agreement through either Parties' legally required budgeting, authorization, and appropriation process, as applicable. Further, the Parties, by this Agreement, do not create a multiple fiscal year obligation or debt either within or without this Agreement.
- g. Governing Law; Jurisdiction and Venue; Attorneys' Fees. This Agreement will be governed by the laws of the State of Colorado. Venue for any litigation arising out of or relating to this Agreement will be in the 17th Judicial District in Adams County, Colorado. In the event that it becomes necessary for either Party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation or other proceedings, each party shall pay its own reasonable attorney's fees and costs.
- h. No Partnership or Agency – Independent Contractor Relationship. Notwithstanding any language in this Agreement or any representation or warranty to the contrary herein, the relationship between the Parties will be as independent contractors, and neither Party will be deemed or constitute an employee, servant, agent, partner or joint venture of the other.
- i. Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto.
- j. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.
- k. Rules of Construction. Neither Party will be deemed to have drafted this Agreement. This Agreement has been reviewed by both Parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of both Parties. No term of this Agreement will be construed or resolved in favor of or against either Party on the basis of which Party drafted the uncertain or ambiguous language. Where

appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender. Section headings used in this Agreement are for convenience of reference only.


- l. Authority. The Parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms.

- m. Acknowledgment of Open Records Act – Public Document. The Parties hereby acknowledge that the Parties are public entities subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*, and as such, this Agreement may be subject to public disclosure thereunder.

(Signature Page Follows)

IN WITNESS WHEREOF, the City of Brighton, Colorado and Adams County, Colorado execute this Agreement as of the above-written Effective Date.

CITY OF BRIGHTON, COLORADO



GREGORY MILLS, Mayor

ATTEST:



NATALIE HOEL, City Clerk

APPROVED AS TO FORM:



ALICIA CALDERÓN, City Attorney

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

Chair

ATTEST:

BLANK, County Clerk

APPROVED AS TO FORM:

See Attached Email Approval

BLANK, County Attorney

Exhibit A

PROJECT IMPROVEMENTS LOCATION MAP



Exhibit B

ESTIMATED CONSTRUCTION COSTS

144th & Sable: ESTIMATED CONSTRUCTION COSTS					
NOVEMBER 8, 2019					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
1	Erosion Control	1	LS	\$ 13,500.00	\$ 13,500.00
2	Drilled Caisson (18 Inch) [4 Feet Deep]	8	LF	\$ 247.75	\$ 1,982.00
3	Drilled Caisson (42 Inch) [14 Feet Deep]	56	LF	\$ 526.25	\$ 29,470.00
4	2 Inch Electrical Conduit	75	LF	\$ 12.50	\$ 937.50
5	2 Inch Electrical Conduit (Bored)	315	LF	\$ 20.00	\$ 6,300.00
6	3 Inch Electrical Conduit	151	LF	\$ 18.75	\$ 2,831.25
7	3 Inch Electrical Conduit (Bored)	945	LF	\$ 20.00	\$ 18,900.00
8	Meter Pedestal	1	EACH	\$ 5,925.00	\$ 5,925.00
9	Pull Box (17"x30"x12")	3	EACH	\$ 1,313.00	\$ 3,939.00
10	Pull Box (24"x36"x18")	1	EACH	\$ 1,399.00	\$ 1,399.00
11	Wiring	1	LS	\$ 8,000.00	\$ 8,000.00
12	Luminaire (250 Watt Equivalent LED)	4	EACH	\$ 1,003.00	\$ 4,012.00
13	Sign Panel (Class I)	30	SF	\$ 23.50	\$ 705.00
14	Sign Panel (Street Name Sign)	4	EACH	\$ 148.50	\$ 594.00
15	Signal Head Backplate	7	EACH	\$ 241.50	\$ 1,690.50
16	Pedestrian Signal Face (16) (Countdown)	4	EACH	\$ 681.00	\$ 2,724.00
17	Traffic Signal Face (12-12-12)	8	EACH	\$ 846.00	\$ 6,768.00
18	Traffic Signal Face (12-12-12-12)	4	EACH	\$ 1,235.00	\$ 4,940.00
19	Traffic Signal Controller Cabinet	1	EACH	\$ 18,992.00	\$ 18,992.00
20	Pedestrian Push Button	4	EACH	\$ 248.00	\$ 992.00
21	Fire Preemption Unit & Timer	2	EACH	\$ 4,012.00	\$ 8,024.00
22	Vehicle Detection System (Single Camera)	4	EACH	\$ 8,781.00	\$ 35,124.00
23	Traffic Signal-Light Pole Steel (1- 30 Foot Mast Arm)	2	EACH	\$ 30,000.00	\$ 60,000.00
24	Traffic Signal-Light Pole Steel (1- 40 Foot Mast Arm)	2	EACH	\$ 40,000.00	\$ 80,000.00
25	Traffic Signal Pedestal Pole Steel	2	EACH	\$ 2,135.00	\$ 4,270.00
26	Controller	1	EACH	\$ 6,505.00	\$ 6,505.00
27	Uninterrupted Power Supply	1	EACH	\$ 6,952.00	\$ 6,952.00
30	Potholing	20	HR	\$ 250.00	\$ 5,000.00
31	Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00
32	Construction Surveying/Staking	1	LS	\$ 8,000.00	\$ 8,000.00
33	Mobilization	1	LS	\$ 35,500.00	\$ 35,500.00
ESTIMATED COSTS - SUBTOTAL					\$ 398,976.25
CONTINGENCY (10%)					\$ 39,897.63
TOTA ESTIMATED PROJECT COSTS					\$ 438,873.88

Exhibit C

ESTIMATED DESIGN COSTS

WORK HOURS & FEE TABULATION 144th & SABLE TRAFFIC SIGNAL DESIGN CITY OF BRIGHTON Date: December 11, 2019																		
TASK DESCRIPTION	Classification/Hourly Rate																	
	Principal	Assoc. Principal	Dept. Mgr.	Sr. Project Engr.	Design/Eng.	Survey Project Mgr.	SU Ops Manager	W/E Super	Utility Mapping Tech.	Utility Design	SUE Coord.	2-Man Survey Crew	1-Man Survey Crew	Task Hours	Task Fee	Direct Expense	Total Fee	
1. DATA COLLECTION																		
A. ENGINEERING RESEARCH				1	1									2	\$255.00		\$255.00	
B. DESIGN SURVEY/BASE MAPPING		4				24						9	22	69	\$9,870.00		\$9,870.00	
C. UTILITY ENGINEERING	4						2	9	17	25	6	6	63	63	\$7,870.00	\$850.00	\$8,720.00	
SUBTOTAL	4	4	0	1	1	24	2	9	17	25	6	9	22	134	\$17,945.00	\$850.00	\$18,795.00	
2. PRELIMINARY DESIGN (PND)																		
A. PRELIMINARY SIGNAL DESIGN SPECS. ESTIMATE			1	2	24									27	\$3,310.00		\$3,310.00	
B. TURN LANE CONCEPT DESIGN				1	3									4	\$495.00		\$495.00	
C. PLAN PREP FOR PRELIMINARY DESIGN REVIEW	1			1	12									14	\$1,770.00	\$50.00	\$1,820.00	
D. PRELIMINARY DESIGN REVIEW MEETING			2	2										4	\$590.00	\$50.00	\$640.00	
SUBTOTAL	1	0	1	6	39	0	0	0	0	0	0	0	0	49	\$6,165.00	\$100.00	\$6,265.00	
3. FINAL DESIGN (FSN)																		
A. FINAL SIGNAL DESIGN SPECS. ESTIMATE			1	1	8									10	\$1,235.00		\$1,235.00	
B. PLAN PREP FOR FINAL DESIGN REVIEW	1			1	4									6	\$810.00	\$50.00	\$860.00	
C. CONSTRUCTION DOCUMENT PACKAGE			1	2	10									13	\$1,630.00		\$1,630.00	
SUBTOTAL	1	0	1	4	22	0	0	0	0	0	0	0	0	29	\$3,675.00	\$50.00	\$3,725.00	
4. GENERAL																		
A. PROJECT ADMINISTRATION			1	1										1	\$160.00		\$160.00	
B. PROJECT COORDINATION			1	1										1	\$160.00		\$160.00	
C. PROJECT INITIATION MEETING				1	2									3	\$430.00	\$50.00	\$480.00	
D. PROGRESS MEETINGS (2)				2	3									5	\$725.00	\$50.00	\$775.00	
SUBTOTAL	0	0	5	5	0	0	0	0	0	0	0	0	0	10	\$1,475.00	\$100.00	\$1,575.00	
CONTRACT TOTAL	6	4	10	16	62	24	2	9	17	25	6	9	22	222	\$29,280.00	\$1,100.00	\$30,380.00	
PERCENT OF CONTRACT TOTAL	2.70%	1.80%	4.50%	7.21%	27.93%	16.12%	0.90%	4.05%	7.66%	11.26%	2.70%	4.05%	9.91%	100%	96.38%		3.62%	100%



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 23, 2021
SUBJECT: Intergovernmental Agreement with the E-470 Public Highway Authority regarding Riverdale Bluffs Open Space Trail
FROM: Byron Fanning and Marc Pedrucci
AGENCY/DEPARTMENT: Parks, Open Space, and Cultural Arts
HEARD AT STUDY SESSION ON: January 26, 2021
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the Intergovernmental Agreement (IGA) with E-470 PHA regarding Riverdale Bluffs Open Space Trail.

BACKGROUND:

The purpose of this IGA with the E-470 Public Highway Authority (E-470 PHA) is to work cooperatively to develop a segment of the E-470 Trail through the Riverdale Bluffs Open Space and Riverdale Regional Park. The Riverdale Bluffs Open Space is a 225-acre undeveloped open space property that is directly adjacent to the south side of E-470 between Riverdale Road and Quebec Street. POSCA began a master planning process in 2020 to develop public recreational access to the Riverdale Bluffs Open Space. After discussing our proposed improvements with E-470, both agencies realized that a great opportunity exists to develop a segment of the E-470 Trail on the Riverdale Bluffs and the Regional Park.

Development of the E-470 Trail within the E-470 Right of Way in this location would be very difficult and expensive due to the steep grades encountered traveling east from Quebec Street to the South Platte River. The other significant obstacle for a trail along E-470 would be constructing the trail over the South Platte River and associated floodplain in this area. Both agencies agree it would be more cost effective and a better trail experience to develop the E-470 Trail in this location on county property. The basic idea is to run the trail southeast through the Bluffs property, cross over Riverdale Road at 136th Avenue on a pedestrian bridge and continue the trail east along the north side of the Dunes GC and connect into the existing S. Platte River Trail. At that point the E-470 Trail would join the existing South Platte River Trail in the Regional Park which crosses the S. Platte on an existing pedestrian bridge and continues north to E-470 near the Willow Bay Open Space.

The general terms of the IGA call for the county to pay for the design of the trail, and E-470 PHA will pay for the construction of the trail. The county will manage all facets of the project including design, bidding/contracting, and construction. The county will own the trail and related infrastructure and be responsible for the long-term maintenance and operations of the trail. Based on preliminary conceptual design, the current cost estimate for the construction of the trail is \$3,158,000. This amount is included in the IGA with the understanding that it is an estimate and that amount may increase subject to approval of both parties. This project is a current CIP request within the Open Space Projects Fund (Fund 27) at \$2.5M for 2022 and \$1.5M for 2023.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

E-470 Public Highway Authority

ATTACHED DOCUMENTS:

Resolution

Intergovernmental Agreement

FISCAL IMPACT:

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

Fund: 27
Cost Center: 6107

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	6840		\$3,158,000
Total Revenues:			<u>\$3,158,000</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:	9110		\$2,500,000
Total Expenditures:			<u>\$2,500,000</u>

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

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

Additional Note:

The pending CIP requests for this project are for \$2.5M in FY 2022 and \$1.5M in FY 2023.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN E-
470 PUBLIC HIGHWAY AUTHORITY AND THE COUNTY OF ADAMS REGARDING
RIVERDALE BLUFFS OPEN SPACE TRAIL

WHEREAS, the E-470 Public Highway Authority (“Authority”) was created and organized pursuant to Section 43-4-501, *et seq.*, C.R.S. (the “Act”) for the purpose of financing, constructing, operating, and/or maintaining the E-470 Public Highway and, in this regard, to carry out all or any part of those functions or activities permitted by the Act and the Authority’s Establishing Contract; and,

WHEREAS, the Authority and Adams County (“County”), as Colorado governments, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18 and Sections 29-1-201, *et seq.*, C.R.S. to cooperate or contract via intergovernmental agreement with one another to provide functions, services, or facilities authorized to each cooperating government; and,

WHEREAS, the Authority and County (“Parties”) and their residents, customers, and general public will jointly benefit from the construction and maintenance of an approximately one and seven tenths (1.7) mile long, ten feet (10’) wide concrete trail, along with all related appurtenances necessary thereto, starting on the west side of the existing Platte River pedestrian bridge south of the E-470 right-of-way, running west along the 136th Avenue alignment followed by a grade separation crossing Riverdale Road, then running northwest through and ending at the northwest corner of the Riverdale Bluffs Open Space (the “Trail”); and,

WHEREAS, the Parties have determined to jointly participate in the funding, design, and construction of the Trail due to the shared benefit the Trail will provide to the Parties and the public; and,

WHEREAS, in light of these shared interests, the Parties acknowledge and agree it is in their mutual interest to identify their respective rights and obligations with regard to the Trail and enter into an Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement between E-470 Public Highway Authority and the County of Adams regarding Riverdale Bluffs Open Space Trail, a copy of which is attached hereto and incorporated by this reference, is hereby approved.

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

BE IT FURTHER RESOLVED that Adams County hereby authorizes the expenditure of funds as necessary to meet the terms and conditions of the Intergovernmental Agreement.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE E-470 PUBLIC HIGHWAY AUTHORITY
AND
THE COUNTY OF ADAMS
REGARDING RIVERDALE BLUFFS OPEN SPACE TRAIL**

THIS INTERGOVERNMENTAL AGREEMENT REGARDING RIVERDALE BLUFFS OPEN SPACE TRAIL (the “Agreement”) is made and entered into this _____ day of _____ 2021, by and between the E-470 PUBLIC HIGHWAY AUTHORITY, a body corporate and political subdivision of the State of Colorado (the “Authority”) and the COUNTY OF ADAMS, a body corporate and politic of the State of Colorado (the “County”). The Authority and the County may be collectively referred to herein as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, the Authority was created and organized pursuant to Section 43-4-501, *et seq.*, C.R.S. (the “Act”) for the purpose of financing, constructing, operating, and/or maintaining the E-470 Public Highway and, in this regard, to carry out all or any part of those functions or activities permitted by the Act and the Authority’s Establishing Contract; and

WHEREAS, the Authority and the County, as Colorado governments, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18 and Sections 29-1-201, *et seq.*, C.R.S. to cooperate or contract via intergovernmental agreement with one another to provide functions, services, or facilities authorized to each cooperating government; and

WHEREAS, the Parties and their residents, customers, and general public will jointly benefit from the construction and maintenance of an approximately one and seven tenths (1.7) mile long, ten feet (10’) wide concrete trail, along with all related appurtenances necessary thereto, starting on the west side of the existing Platte River pedestrian bridge south of the E-470 right-of-way, running west along the 136th Avenue alignment followed by a grade separation crossing Riverdale Road, then running northwest through and ending at the northwest corner of the Riverdale Bluffs Open Space, as generally depicted in **Exhibit A** attached hereto and incorporated herein by this reference (the “Trail”); and

WHEREAS, the Parties have determined to jointly participate in the funding, design, and construction of the Trail (the “Project”) due to the shared benefit the Trail will provide to the Parties and the public; and

WHEREAS, in light of these shared interests, the Parties acknowledge and agree it is in their mutual interest to identify their respective rights and obligations with regard to the Project and to agree to the terms therefor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby covenant and agree as follows:

AGREEMENT

1. **RECITALS INCORPORATED.** The recitals set forth above are hereby incorporated into and made a part of the Agreement.

2. **COUNTY RESPONSIBILITIES.**

A. **Design.** Subject to the receipt of acceptable proposals, the availability of funds, and the terms and conditions of this Agreement, the County shall contract with one (1) or more qualified and experienced consultants to provide preliminary and final design services for the development of the Trail, subject to the Authority's right to review, comment upon, and accept such designs as provided in Section 2(A)(i) of this Agreement (the "Final Design"). The County shall be solely responsible for performing all tasks necessary to generate the Final Design, which shall include, but may not be limited to, obtaining all necessary permits, consents, property rights, and approvals for the Project, in accordance with all applicable federal, state, and local statutes, ordinances, codes, rules, and regulations; performing all utility, geotechnical, and other investigation; and conducting any necessary public engagement.

i. *Authority Right to Review and Accept.* The Authority shall be afforded the opportunity to review and comment upon the designs during development of the Final Design at the thirty percent (30%), sixty percent (60%), and ninety percent (90%) stages of completion, as well upon full completion of the Final Design. The Authority shall have fifteen (15) days from the date the review is provided to it to review the design at each such stage and to offer comments for the design at that stage. The County will consider all Authority comments and will cooperate to cure any such objections, and both Parties shall agree on and accept the Final Design at completion. The Parties hereby acknowledge and agree that the Authority's review, comment upon, and acceptance of the design and engineering specifications shall not create any liability for the Authority. In the event material redesign of the Final Design becomes necessary after the Construction Work has begun, the County shall provide the Authority with said design and specifications for review and acceptance as provided above. For the purposes of this provision, material redesign shall comprise significant changes to the character of the approved Final Design that involve additional construction costs in excess of Twenty Thousand Dollars (\$20,000) and shall not include changes which merely accommodate field conditions under this amount.

ii. *No Authority Funds for Design Services.* The County shall be solely responsible for all costs and expenses associated with generating the Final Design and any modifications thereto. No Authority Funds, as defined in Section 3(A)(ii) of this Agreement, shall be used for, or allocated toward, expenses associated with generating the Final Design or any modifications thereto, and no other Authority funds will be provided therefor.

B. Construction. Subject to the receipt of acceptable bids, the availability of funds, and the terms and conditions of this Agreement, the County will perform or cause to be performed all work required to construct the Trail in accordance with the accepted Final Design, including, but not limited to, obtaining all necessary permits, consents, and approvals in accordance with applicable federal, state, and local statutes, ordinances, codes, rules and regulations (the “Construction Work”) and will contract with one (1) or more qualified and experienced contractors to perform the Construction Work (the “Trail Construction Contract”).

i. *Procurement*. Following acceptance of the Final Design pursuant to Section 2(A)(i) of this Agreement, the County will procure the contract for construction of the Trail and, if necessary, construction management services in accordance with applicable County and state laws and policies regarding soliciting, selecting, contracting, and administering contracts with any contractor or consultant.

ii. *Contract Standards*. The construction of the Project will be completed in accordance with all applicable laws, ordinances, codes, rules and regulations, and design standards, and the County shall ensure that the Construction Work is performed in a workmanlike manner.

C. Project Management.

i. Except as otherwise provided herein, the County will perform or cause to be performed, at its cost and expense, all administration and management functions required to complete the Final Design and Construction Work, including letting, awarding, and administering all Project contracts.

ii. To the extent that the County engages contractor(s) to perform, or assist the County to perform, any portion of the Construction Work, the County shall obtain from each contractor such evidence, information, and documentation as is reasonably necessary to demonstrate and confirm the contractor’s compliance with this Agreement, and shall provide such evidence, information, and documentation to the Authority upon request.

iii. The County will apprise the Authority of the status of the Project throughout the work.

iv. The Authority shall not direct the County’s contractor(s) or the Construction Work in any manner except to the extent expressly permitted under this Agreement.

3. **AUTHORITY CONTRIBUTIONS.**

A. Funding.

i. *Construction Contract Bid.* Upon completion of the Final Design and solicitation of a contractor(s) in accordance with Section 2(B)(i) of this Agreement, the County shall notify the Authority in writing of its recommendation for award of a construction contract and the total bid figure for the Construction Work submitted therewith (the “Construction Contract Bid”).

ii. *Authority Funds.* If the Authority, within forty-five (45) days of receipt of notification of the Construction Contract Bid, provides written notification to the County that the Authority, in its discretion, concurs with the award of a construction contract to the contractor in the amount of the Construction Contract Bid as recommended by the County, the County may accept the Construction Contract Bid, and the County may thereafter enter into a contract with its selected construction contractor on such terms and conditions as the County deems appropriate. Within thirty (30) days of the Authority’s written acceptance of the Construction Contract Bid in accordance with this Section, and subject to the County’s execution of the construction contract, the Authority shall deposit an amount equal to the Construction Contract Bid (the “Authority Funds”) into a designated and segregated Authority account used solely for the purpose of this Agreement. If the Authority, within forty-five (45) days of notification of the Construction Contract Bid does not notify the County it accepts the Construction Contract Bid, either Party may terminate this Agreement by notice to the other Party and have no further obligations hereunder; provided, however, in no event shall this Agreement terminate pursuant to this Section prior to a thirty-day (30) day period of negotiations by the Parties. Except to the extent authorized in accordance with duly executed Contract Price Authorizations issued pursuant to Section 3(C) of this Agreement, the amount of the Authority Funds the Authority may commit to pay under this Agreement shall not exceed Three Million One Hundred Fifty-Eight Thousand Dollars (\$3,158,000) without prior written approval by authorized representatives of both Parties and subject to the appropriation of funds.

iii. *Progress Payments.* The County shall submit invoices to the Authority’s Finance Department for progress payments for portions of the completed Construction Work. The Authority’s and County’s mutual approval of invoices shall be a condition of payment. The Authority shall release funds to the County within thirty (30) days of receipt of approved invoices, or parts thereof. All invoices shall be addressed to the Authority as follows: “E-470 Public Highway Authority, 22470 E. Stephen D. Hogan Parkway, Suite 100, Aurora, Colorado 80018 ATTN: FINANCE DEPARTMENT” or sent via electronic mail to accountspayable@e-470.com with the name of this Agreement in the subject line.

iv. *Invoices a Requirements for Payment.* Invoices shall be supported by cost information in such detail as may be required by the Authority and shall be sufficient to substantiate all items for a proper audit and post audit thereof.

v. *No Right to Interest.* Any interest which may accrue on the Authority Funds shall be the property of the Authority and shall not increase the Authority Funds available under this Agreement.

B. Modification of the Trail Construction Contract. The Parties agree that amendments, change orders, or any other forms of order or directive increasing the Trail Construction Contract price above the amount of the Authority Funds shall be subject to the prior written approval of the Authority, which approval may be granted or withheld in the Authority's discretion ("Contract Price Authorizations"). If a prior Contract Price Authorization is not obtained, the Authority shall not be responsible to pay for or share in any such costs, and the County shall be solely responsible to pay for all such costs.

C. Construction Deadline and Release of Authority Funds. If construction of the Trail is not initially accepted by the County by the Funding Completion Date, all Authority Funds remaining shall be retained by the Authority. After such date, the Authority shall have no remaining obligation under this Agreement. If at initial acceptance of the Trail by the County the actual costs of the Project are less than the Authority Funds, the remaining Authority Funds shall be retained by the Authority.

4. **FINAL ACCEPTANCE.** Upon substantial completion of the Project, the County shall provide notice of the same to the Authority, and the Authority shall have the right to inspect the Trail for consistency with the Final Design and any modifications thereto, if any. If any portion of the Construction Work is found to be not in accordance with the Final Design and any modifications thereto, if any, the County shall promptly correct it at its sole cost and expense.

5. **TRAIL OPERATION AND MAINTENANCE OBLIGATIONS.**

A. Ownership, Operation & Maintenance. The Authority and the County hereby acknowledge and agree that the County shall be solely responsible to own, operate, and maintain the Trail and all related infrastructure and appurtenances thereto in perpetuity in accordance with County standards. In the event any portion of the Trail is ultimately located within property in which the Authority holds a multi-use easement ("MUE") or which the Authority owns in fee (collectively, the "Authority Property"), the Authority will issue permits to the County (or if requested, the County's Trail maintenance contractor) on an annual basis for ongoing Trail operation and maintenance, which permits will be issued at no cost to the County.

B. Maintenance. The County shall maintain any portion of the Trail located on Authority Property in accordance with such standards as the County adopts for similar recreational trails in the County's trail system. The County shall correct any unsafe condition existing on the Trail. In the event the Authority believes there is any risk to the public safety within the Authority Property, the Authority may, but shall not be obligated

to, take any and all actions it believes necessary to remediate such concern at its sole cost and expense. In the event the County fails to maintain the Trail located within the Authority Property in accordance with the terms of this Agreement, the County agrees to make the Authority whole for losses with respect to third parties to the extent they arise from the County's negligent maintenance of or failure to maintain the Trail within the Authority Property pursuant to this Agreement. The County shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence of the Authority, its directors, employees, agents, and consultants.

C. Trail Area Restoration. The County further agrees that after it has exercised use of the Trail located on Authority Property for any construction, maintenance, operation and/or repair, the County will restore any disturbed Trail area and Authority Property to the condition in which it was prior to that disturbance except as necessarily disturbed to accommodate improvements agreed to by the Authority.

D. E-470 Access Restriction. The County shall not at any time access the Trail from the E-470 Public Highway right-of-way, in its current configuration, or as it may be in the future be expanded, or from MUE or other Authority-owned property, except in those instances when specific prior written approval has been given by the Authority or during an emergency involving a significant and imminent threat to life or to the public health or safety. The Parties agree that barriers and signage will be installed to clearly designate the termination of the Trail and discourage further use and/or travel beyond the end of the constructed Trail.

E. Authority Use and Occupancy of Authority Property. Notwithstanding any contrary provision, the Authority reserves all of its right and title to the Authority Property and shall continue to have the full rights to use the Authority Property for any purpose. The Authority and County shall mutually occupy and use said Authority Property underlying the Trail in such a manner as not to unreasonably interfere with the rights of the other. The Authority makes no warranty of title in connection with the Authority Property.

F. Future Third-Party Facilities within the Authority Property. The County hereby acknowledges and agrees that the Authority may, from time to time, issue rights for use and occupancy to third parties within the Authority Property and that the Authority and County shall not be held responsible for any damages to the Trail resulting from the granting of such rights in the future to third parties. The Authority shall provide the County with at least five (5) business days' written notice before issuing any rights for use and occupancy of the Authority Property underlying the Trail to third parties which would, in the Authority's judgment, result in either closing or substantially interfering with the public's use of the Trail, and, in the event that the County notifies the Authority in writing of any concerns with such third-party rights within five (5) business days of receipt of the written notice from the Authority provided for herein, the Authority shall consult with the County concerning such third-party rights.

6. PROJECT SCHEDULE. Subject to the conditions set forth in this Agreement, the Project schedule shall be as follows:

A. Procurement. The award of a contract to perform the Construction Work pursuant to Section 2(B)(i) of this Agreement shall be completed by June 30, 2023. If the County has not awarded a contract by such time, either Party may terminate this Agreement by providing thirty (30) days' notice to the other Party.

B. Construction Work. The Construction Work, in accordance with Section 2(B) of this Agreement, shall be completed and initial acceptance granted by the County therefor by December 31, 2024 (the "Funding Completion Date").

C. Optional One-Year Extension of Agreement. Upon mutual written agreement of the Parties, the Funding Completion Date may be extended one (1) year, to December 31, 2025.

7. INSURANCE.

A. Insurance Coverages. In the event the Trail is ultimately located on Authority Property, prior to commencement of construction of the Trail, the County shall provide evidence of insurance as follows:

i. Commercial General Liability Insurance. The County shall provide commercial general liability insurance for claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use, and including contractual liability, products and completed operations and, if the scope of work involves underground work, XCU (underground, collapse and explosion) coverage in an amount not less than Three Million Dollars (\$3,000,000.00) per occurrence.

ii. Workers' Compensation or Employers' Liability Insurance. The County shall provide proof of workers' compensation coverage with limits as required by the laws of the State of Colorado. Additionally, the County shall provide proof of Employers' Liability Insurance with limits as follows: \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury each disease, \$1,000,000 bodily injury disease aggregate.

iii. Additional Insured. The County shall name the Authority as an additional insured on its Commercial General Liability policy.

iv. Certificates of Insurance. The County shall provide certificates of insurance to the Authority demonstrating that the required coverages are in effect. The County agrees that the required coverages will not be reduced, canceled, non-renewed or materially changed without thirty (30) days' prior written notice to the Authority. The County shall be responsible for providing updated insurance certificates from its respective insurance carriers and forwarding the replacement certificates to the County within ten (10) days of the expiration date of any previously delivered certificate.

B. Contractor Insurance. Any contractor performing work on the County's behalf pursuant to this Agreement will provide commercial general liability insurance coverages comparable to those set forth above in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The contractor shall provide workers' compensation coverage with limits as required by the laws of the State of Colorado and proof of Employers' Liability Insurance with minimum limits as follows: \$500,000 bodily injury each accident, \$500,000 bodily injury each disease, \$500,000 bodily injury disease aggregate. The contractor shall also name the Authority as an additional insured as set forth in Section 7.A.iii.

8. CONTRACTORS AND SUBCONTRACTORS INDEMNIFICATION. The County shall include in (1) all contracts with any of its contractors or subcontractors performing work for the Project and operating and maintaining the Trail and improvements thereon within the Authority Property; and (2) any permit for special use of the Trail within Authority Property that the contractor, subcontractor, and/or permittee shall defend, indemnify, and hold the Authority harmless from any and all liability, loss, cost, damage, claim or expense which the Authority may sustain or incur by reason of entry onto the Authority's property or by reason of work or activities performed by the contractor/permittee or any of its subcontractors, material suppliers, employees, agents, or representatives in connection with the contract and/or the contractor's work.

9. NOTICES. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when:

- (a) personally delivered to the party to whom it is addressed;
- (b) sent by electronic mail to the individual designated to receive notice at the e-mail address below, provided that (1) the message includes a cross-reference to this Section of the Agreement and states that it serves as notice pursuant to this Agreement, and (2) notice is also provided in a timely manner by another method of physical delivery provided for in this Section;
- (c) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"); or
- (d) placed in the custody of a nationally recognized overnight carrier for next day delivery ("Carrier").

Such notice will be deemed given (i) when received, if delivered personally; (ii) if sent by electronic mail and physical delivery in accordance with (b) above, when the sender receives a "delivery receipt" or other response confirming delivery of such electronic mail; (iii) 4 days after deposit, if sent by US Mail; or (iv) the next business day after deposited with a Carrier during business hours on a business day.

All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this Section:

The Authority:

E-470 Public Highway Authority
22470 E. Stephen D. Hogan Parkway
Suite 100
Aurora, CO 80018
Attn: Executive Director
Email: TStewart@e-470.com

The County:

Adams County Parks, Open Space, & Cultural Arts
9755 Henderson Road
Brighton, CO 80601
Attn: Marc Pedrucci, Deputy Director
Email: mpedrucci@adcogov.org

Either party may change its address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.

10. MISCELLANEOUS.

A. Governing Law and Venue. The Parties hereto agree that exclusive jurisdiction and venue for the resolution of any dispute relating to this Agreement shall lie in Adams County, Colorado. The substantive and procedural laws of the State of Colorado, including its statutes of limitations, shall apply without giving effect to any choice of law or conflict of laws rules or provisions.

B. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter thereof and there are no prior or contemporaneous agreements, either oral or written, relating to the subject matter hereof except as expressly set forth herein.

C. Agreement Modification. The Agreement may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the Parties.

D. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Authority or County or their respective officials, employees, contractors, or agents, or any other person acting on their behalf and, in particular, governmental immunity that may be afforded or available to the Authority or County pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

E. Annual Appropriations. The Parties do not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Parties' payment obligations hereunder are subject to annual appropriation. The Parties have appropriated sufficient funds for this Agreement for the current fiscal year.

F. Assignment. The County may not assign its rights or delegate its duties hereunder without the prior written consent of the Authority. The Authority may assign its rights or delegate its duties hereunder without the prior written consent of the County.

G. Payment of Tolls. The County understands and agrees that the County, its subcontractors, vendors, and employees shall pay all tolls incurred by them in performance of this Agreement during the term of this Agreement.

H. Headings for Convenience. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

I. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

J. Recordation. The Parties agree that this Agreement may be recorded in the records of the Clerk and Recorder for Adams County.

K. Binding Agreement. The benefits and burdens of this Agreement shall inure to and be binding upon on the heirs, executors, administrators, successors and assigns of the Parties.

L. Definitions and Interpretations. Except as otherwise provided herein, nouns, pronouns and variations thereof shall be deemed to refer to the singular or plural, and masculine or feminine, as the context may require. Any reference to a policy, procedure, law, regulation, rule, or document shall mean such policy, procedure, law, regulation, rule, or document as it may be amended from time to time.

M. Survival of Representations. Each and every covenant, promise and payment contained in this Agreement shall survive each and be binding and obligatory upon each of the Parties and shall not merge into any deed, assignment, covenant, escrow agreement, easement, lease, or any other document.

N. Severability. The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provisions.

O. Counterpart Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

P. Electronic Signatures. The Parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, *et seq.*, Colorado Revised Statutes, as may be amended from time to time. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Parties in a manner acceptable to the Authority. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first written above.

E-470 PUBLIC HIGHWAY AUTHORITY

By: Tim Stewart
Its: Executive Director

ATTEST:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Tim Stewart and _____, as Executive Director and _____ of the E-470 Public Highway Authority.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

DEPARTMENT APPROVAL:

Director of Engineering and Roadway Maintenance

FINANCE APPROVAL:

Director of Finance

APPROVED AS TO FORM:
ICENOGLE SEAVER POGUE
A Professional Corporation

General Counsel

DATE APPROVED BY THE BOARD OF DIRECTORS: _____

**EXHIBIT A
THE TRAIL**

DRAFT OVERALL MASTER PLAN

PROYECTO DE PLAN MAESTRO GLOBAL



- RIVERDALE BLUFFS PROPERTY
PROPIEDAD DE RIVERDALE BLUFFS
- BAUMGARTNER PROPERTY
PROPIEDAD DE BAUMGARTNER
- E-470 TRAIL
SENDERO E-470
- CONCRETE TRAIL
CAMINO DE CONCRETO
- BRIDGE
PUENTE
- SOFT SURFACE TRAIL
SENDERO DE SUPERFICIE SUAVE
- SINGLETRACK TRAIL
PISTA DE UNA SOLA VIA
- DOWNHILL SINGLETRACK TRAIL
SENDERO SOLO DESCENSO DE UNA SOLA VIA
- STAIR CLIMBER
ESCALADORA
- KIDS BIKING LOOP
BICICLETA INFANTIL
- PARKING LOT/TRAILHEAD
ESTACIONAMIENTO/TRAILHEAD
- SOUTH PLATTE RIVER TRAIL
SENDERO DEL RÍO SOUTH PLATTE
- E-470 TRAIL (OUTSIDE OF PROJECT)
SENDERO E-470 (FUERA DEL PROYECTO)
- PARKING
ESTACIONAMIENTO
- PICNIC SHELTER
REFUGIO DE PICNIC
- RESTROOM
BAÑO
- INFORMATION
INFORMACIÓN
- BRIDGE
PUENTE
- UNDERPASS
PASO INFERIOR
- SCENIC OVERLOOK
MIRADOR ESCÉNICO
- INTERPRETIVE SIGN
SIGNO INTERPRETIVO
- STAIRS
ESCALERA
- MOUNTAIN BIKE ONLY TRAIL
SENDERO SOLO CICLISMO DE MONTAÑA

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 23, 2021
SUBJECT: Adams County Vehicle Lease Agreement with Via Mobility
FROM: Katie Griego, Director
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the Adams County Vehicle Lease Agreement with Via Mobility.

BACKGROUND:

The Lessor leases the subject vehicles to the Lessee for the purpose of providing additional transportation and para-transportation services to the Adams County aging community. Unless permission is submitted in writing the Lessee may only use vehicles for transportation and para-transportation services for the A-LIFT program. The Lessee may transport clients from all metro counties within Via Mobility service area as part of trip pick up and return routes to facilitate efficient and economic transportation. Lessee covenants and agrees that Subject Vehicles shall be operated by trained, vetted, and approved agency drivers. All drivers meet state guidelines for Title III background checks, are properly licensed, at least 18 years of age and have not accrued more than 5 points against their license in a 24-month period. Lessee shall not operate the Subject Vehicles outside the geographical boundaries of the State of Colorado. Lessee shall store the vehicles in a manner that reasonably combats the risk of theft, wear, and/or damage. Any use inconsistent with the provisions of this paragraph is in violation of this Agreement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Human Services Department
Via Mobility

ATTACHED DOCUMENTS:

Resolution

Contract Cost Amendment between the Adams County Human Services Department and Via Mobility

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/>

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE VEHICLE LEASE AGREEMENT BETWEEN ADAMS
COUNTY HUMAN SERVICES AND VIA MOBILITY

WHEREAS, The Vehicle Lease Agreement ("Agreement") is made and entered into by and between the Adams County Board of County Commissioners (hereinafter referred to as "Lessor") and Via Mobility, whose business address is 2855 53rd St. Boulder, CO 80301 (hereinafter referred to as "Lessee"); and,

WHEREAS, in an effort to ensure continuity of care to the aging community Adams County the Lessor does hereby lease to the Lessee the County's A-Lift paratransit vehicles and buses; and,

WHEREAS, the Lessor leases the subject vehicles to the Lessee for the purpose of providing additional transportation and para-transportation services to the Adams County aging community. Unless permission is submitted in writing the Lessee may only use vehicles for transportation and para-transportation services for the A-LIFT program; and,

WHEREAS, the Term of this lease shall be one year from the last signature date. This Agreement shall be renewed each year thereafter by mutual agreement of the parties.

NOW, THEREFORE, BE IT RESOLVED, by the Adams County Board of Commissioners, County of Adams, State of Colorado, Adams County the Vehicle Lease Agreement with Via Mobility attached hereto and incorporated by reference herein be and is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute approval of The Adams County Vehicle Lease Agreement with Via Mobility.

Adams County Vehicle Lease Agreement with Via Mobility

The Vehicle Lease Agreement ("Agreement") is made and entered into by and between the Adams County Board of County Commissioners (hereinafter referred to as "Lessor") and Via Mobility, whose business address is 2855 63rd St. Boulder, CO 80301 (hereinafter referred to as "Lessee").

1. **Purpose.** Lessee maintains an agreement with the Denver Regional Council of Governments ("DRCOG"), for the safe, caring, and accessible transportation for older adults and people with disabilities ("A-LIFT Program"). Parties acknowledge DRCOG administers these services on behalf of Lessor. Lessor shall lease certain vehicles to Lessee to facilitate Lessee's performance of the A-LIFT Program.
2. **Term.** The Term of this lease shall be one year from the last signature date. This Agreement shall be renewed each year thereafter by mutual agreement of the parties.
3. **Property Subject to Lease.** In an effort to ensure continuity of care to the aging community Adams County the Lessor does hereby lease to the Lessee the County's A-Lift paratransit vehicles and buses, VIN Numbers JF2SJAGC6JH485809, 1FDES8PM5JKA48960, 1FDEE35L59DA61910, JTDKN3DU5A0243894, 2G11x5S36J9118851, 1FDEE3FS4HDC77798.
4. **Permitted Use.** The Lessor leases the subject vehicles to the Lessee for the purpose of providing additional transportation and para-transportation services to the Adams County aging community. Unless permission is submitted in writing the Lessee may only use vehicles for transportation and para-transportation services for the A-LIFT program. The Lessee may transport clients from all metro counties within Via Mobility service area as part of trip pick up and return routes to facilitate efficient and economic transportation. Lessee covenants and agrees that Subject Vehicles shall be operated by trained, vetted, and approved agency drivers. All drivers meet state guidelines for Title III background checks, are properly licensed, at least 18 years of age and have not accrued more than 5 points against their license in a 24-month period. Lessee shall not operate the Subject Vehicles outside the geographical boundaries of the State of Colorado. Lessee shall store the vehicles in a manner that reasonably combats the risk of theft, wear, and/or damage. Any use inconsistent with the provisions of this paragraph is in violation of this Agreement.
5. **Rent.** Lessee shall pay Lessor the total amount of \$1.00 as full and complete consideration for the rental of the Subject Vehicles.
6. **Condition of Subject Vehicles and Release of Liability.** Lessee accepts the Subject Vehicles subject to mechanical review by the Lessee's fleet staff, a review of the maintenance records provided, and in their condition at the time of delivery. Lessee waives and releases Lessor from any liability or claims for damages to person or property resulting from or connected in any way to the operation or use of Subject Vehicles.
7. **Maintenance, Repairs, and Expenses.** Lessee shall maintain the Subject Vehicles in good, clean, safe, and operable condition. The Lessee is responsible for all ongoing routine maintenance. Lessee's obligation to provide for the maintenance and repair of the Subject Vehicles shall include, but not be limited to, ongoing routine maintenance, correcting damage due to accidents, keeping the vehicle properly painted in order to prevent rust and corrosion, replacing tires as needed, and providing manufacturer recommended oil changes, tune-ups and service. In the event of major mechanical repairs related to the age of vehicles when leased to Lessee, the Lessee shall review those repairs with the Lessor and allow the Lessor to utilize Adams County Fleet and Facilities to undertake those repairs if it is the most cost effective alternative. The

Lessee shall keep and maintain all maintenance, services, and repairs records for all the Subject Vehicles continuously during the period of this Agreement and any extensions thereof, and shall provide copies of such records to the Lessor promptly on request.

8. **Registration, Permits, Taxes and Fees.** Lessor shall at all times remain the title owner of the Subject Vehicles and shall be responsible for paying any applicable Department of Motor Vehicle registration fees and specific ownership taxes. All other permits, taxes and fees shall be the responsibility of the Lessee.
9. **Compliance with Laws.** Lessee shall comply with all applicable federal, state, and local laws, regulations and ordinances with respect to the operation and usage of Subject Vehicles.
10. **Insurance.** At all times during the term of this Agreement, Lessee shall carry Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence with respect to each of the Subject Vehicles. The policy shall contain a severability of interests provision, and Lessor shall not be made an additional insured under the policy. The commercial Automobile Liability insurance must cover the Lessee for all sums which the Lessee shall become legally obligated to pay as damages because of bodily injury or property damaged caused by an occurrence up to the specified limits of liability for each occurrence. Within ten days of delivery of the Subject Vehicles to Lessee, Lessee shall provide proof of required insurance. Lessor shall be provided at least fourteen days advance notice in the event that the required insurance is to be cancelled.
11. **Indemnification.** The Lessee shall indemnify and hold harmless Adams County and its elected and appointed officials, officers, employees and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or costs, including attorney's fees, that arise out of or are in anyway connected with the use of Subject Vehicles. The obligation set forth in this paragraph shall survive the termination of this Agreement.
12. **Termination.** Either party may terminate this Agreement, with or without cause, by giving the other party at least ten days written notice prior to the effective date of termination. Lessor may terminate this lease immediately upon termination of any contract, agreement, or memorandum of understanding with DRCOG for the provision of services for the A-LIFT Program.
13. **Notice.** Notices to be provided under this lease shall be given in writing either by hand delivery, or deposited in the United States Mail, certified mail, return receipt requested with sufficient postage to the following persons:

Lessor

Department of Community Safety and Well-Being
Adams County Government Center
4430 S. Adams County Parkway
Brighton, CO. 80601

Lessee

Via Mobility
Attn: Bill Paterson
2855 63rd Street
Boulder, CO 80301

Either party may, from time to time, designate any other address for this purpose by giving written notice thereof to the other party.

- 14. **Entire Agreement.** This lease, and any exhibits attached hereto, contain the entire agreement between the parties and shall supersede all prior offers, negotiations, and agreements.
- 15. **Amendment.** No revision of this lease shall be valid unless made in writing and signed by Lessor and Lessee or their authorized agent(s).
- 16. **Surrender of Vehicles.** At the end of this lease agreement, Lessee shall promptly quit and surrender the Subject Vehicles in good order, condition, maintenance and repair, ordinary wear and tear excepted.

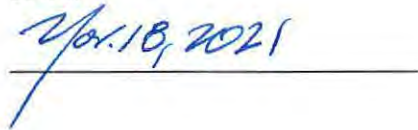
ATTEST:



Via Mobility



DATE:



ATTEST:

Adams County Board of County Commissioners

DATE:



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 23, 2021
SUBJECT: Severe Weather Activation Plan (SWAP) Intergovernmental Agreement Resolution
FROM: Lindsey Earl, Paolo Diaz, and Matt Rivera
AGENCY/DEPARTMENT: Community Safety & Well-Being
HEARD AT STUDY SESSION ON: January 26, 2021
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Severe Weather Activation Plan (SWAP) Intergovernmental Agreement Resolution.

BACKGROUND: Historically, Adams County has had inadequate shelter beds for people experiencing homelessness. Starting in February 2020, Community Safety & Well-Being piloted the Severe Weather Activation Plan (SWAP) to increase non-congregate shelter beds by utilizing vacant hotel rooms when it is below 32 degrees and wet or below 20 degrees and dry. To foster regional collaboration, we invited six municipalities to participate in an intergovernmental agreement (IGA) to participate in the coordination of SWAP as well as contribute monetarily. In the pilot cold weather season, SWAP had several nonprofit operators and intake sites and provided hotel vouchers to less than 80 residents. In the second cold weather season, SWAP expanded more than we ever could have anticipated. We utilized Almost Home, Inc. as the sole operator and decentralized the intake process via the SWAPP (SWAP + App) and a Lyft Concierge account to provide no-cost rides to hotels—a tremendously helpful change that made reaching our most vulnerable residents possible. In the 2020-2021 cold weather season, we served 800+ residents and averted 8,300 nights of unsheltered homelessness, undoubtedly saving lives. In October 2021, CSWB staff presented at the ICMA conference about how SWAP data has allowed us to paint a clearer picture of homelessness in our county and enabled us to build evidence-based programs. A fundamental part of our success has been The Intergovernmental Committee on Homelessness that meets monthly to discuss SWAP successes and proposed changes. As of November 2021, six municipal partners have agreed to the IGA and contributed to SWAP including the Town of Bennett, City of Commerce City, City of Federal Heights, City of Thornton, City of Northglenn, and the City of Westminster. We look forward to continued collaboration with our municipal partners to provide life saving shelter and make homelessness rare, brief, and one-time.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

- Community Safety & Well-Being
- Almost Home, Inc.
- Town of Bennett
- City of Commerce City
- City of Federal Heights
- City of Northglenn
- City of Thornton
- City of Westminster

ATTACHED DOCUMENTS:

Resolution

Intergovernmental Agreement

FISCAL IMPACT:

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

Fund: 00001
Cost Center: 1039

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5690	10392105W	\$55,000
Total Revenues:			<u>\$55,000</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:	7685	10392105W	\$55,000
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$55,000</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Financial information above is the amount anticipated for 2021.

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

**RESOLUTION FOR AN INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS
COUNTY, THE CITIES OF COMMERCE CITY, FEDERAL HEIGHTS,
NORTHGLENN, THORNTON, WESTMINSTER, AND THE TOWN OF BENNETT
FOR THE SEVERE WEATHER ACTIVATION PLAN (SWAP)**

WHEREAS, the Severe Weather Activation Plan (SWAP) is a severe weather sheltering program that activates when it is below 32 degrees F and wet and 20 degrees F and dry, and;

WHEREAS, data from the SWAP in the 2020-2021 cold weather season indicates that there were at least 800 unique individuals experiencing unsheltered homelessness in Adams County, and;

WHEREAS, in the 2020-2021 cold weather season, SWAP averted at least 8,300 nights of unsheltered homelessness—undoubtedly saving lives, and;

WHEREAS, Almost Home, Inc. serves as the nonprofit operator of the SWAP program alongside between four and six hotel partners, and;

WHEREAS, a three-person team from Code for America created a web-based platform called SWAPP (SWAP + App) that improved SWAP, our intake efficiency, decentralized intakes, and allowed municipal partners to reach more vulnerable residents, and;

WHEREAS, municipalities have offered monetary contributions to the SWAP program, and;

WHEREAS, representatives from Almost Home, Inc. and six municipalities meet regularly to discuss sheltering and make improvements to SWAP.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the intergovernmental agreement between the City of Commerce City, City of Federal Heights, and City of Northglenn, City of Thornton, City of Westminster, and the Town of Bennett, for the Severe Weather Activation Plan be recognized.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the intergovernmental agreement between Adams County, the Cities of Commerce City, Federal Heights, Northglenn, Thornton, Westminster, and the Town of Bennett, for the Severe Weather Activation Plan (SWAP).

INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY, COLORADO AND THE CITIES OF COMMERCE CITY, FEDERAL HEIGHTS, NORTHGLENN, THORNTON, WESTMINSTER, AND THE TOWN OF BENNETT FOR CONTRIBUTIONS TOWARDS MOTEL VOUCHERS FOR THE SEVERE WEATHER ACTIVATION PLAN PROGRAM

This Intergovernmental Agreement (“IGA”) is made on this ___ day of _____ 2021, by and between Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Suite C5000A, Brighton, Colorado 80601, hereinafter referred to as “County” and the City of Commerce City, Colorado, located at 7887 East 60th Avenue, Commerce City, Colorado 80022; the City of Federal Heights, Colorado, located at 2380 West 90th Avenue, Federal Heights, Colorado, 80260; the City of Northglenn, Colorado, located at 11701 Community Center Drive, Northglenn, Colorado 80233; the City of Thornton, Colorado, located at 9500 Civic Center Drive, Thornton, Colorado 80229; the City of Westminster, Colorado, located at 4800 West 92nd Avenue, Westminster, Colorado 80031; and the Town of Bennett, located at 207 Muegge Way, Bennett, Colorado 80102; collectively referred to herein as “Municipalities”. The County and Municipalities may be collectively referred to herein as the “Parties”.

WHEREAS, pursuant to Colo. Const. art. XIV, § 18, and § 29-1-203, C.R.S., as amended, the Parties are authorized to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and,

WHEREAS, the Parties intend to enter this IGA to address the cost associated with the Respite Housing program (“Program”) within Adams County; and,

WHEREAS, the Parties intend to fund the Program for one year from January 2021 through December 2021; and,

WHEREAS, the total one-year cost of the Program is estimated to be two hundred fifty five thousand dollars (\$255,000); and,

WHEREAS, the Parties intend that the proportionate contributions set forth in the Scope of Work be committed to pay the cost of the Program; and,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

SECTION 1- SCOPE OF THE IGA

The Parties will perform their obligations under this IGA according to the Scope of Work, attached hereto and fully incorporated herein as Attachment A.

SECTION II- TERM OF THE IGA

The Term of this IGA shall be for a one-year period ending on December 31, 2021.

SECTION III- ALLOCATION OF COSTS

The Municipalities agree to pay funds in accordance with the attached Scope of Work directly to Adams County no later than May 1, 2021. In the event the Program cost is less than the combined Municipal contribution, the Parties agree that the excess funds will be returned to the Municipalities pro rata.

SECTION IV- ANNUAL APPROPRIATIONS

Nothing herein shall constitute a multiple fiscal year obligation of any Party pursuant to Article X, Section 20, of the Colorado Constitution (TABOR). Each Party's financial obligations under this Agreement are contingent upon its legislative body's annual appropriation of funds to discharge the obligations set forth in this Agreement.

SECTION V - INDEPENDENT CONTRACTOR

In providing services under this IGA, the County acts as an independent contractor and not as an employee of the Municipalities. The County shall be solely and entirely responsible for its acts, and the acts of its employees, agents, servants, and subcontractors during the term and performance of this IGA. No employee, agent, servant, or subcontractor of the County shall be deemed to be an employee, agent, or servant of the Municipalities because of the performance of any services or work under this IGA. The County, at its sole expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as required under Colorado law. **Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, the County understands that it and its employees and servants are not entitled to workers' compensation benefits from the Municipalities. The County further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this IGA.**

SECTION VI - NONDISCRIMINATION

The Parties shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Parties agree to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

SECTION VII- HOLD HARMLESS

Each Party assumes responsibility for the actions and/or omissions of its agents and its employees in the performance or failure to perform under this Agreement, and further, each Party, to the extent authorized by law, agrees to hold harmless the other for such actions or omissions of its own employees and/or agents. It is agreed that such liability for actions and omissions of agents and employees is not intended to increase the amounts set forth in the Colorado Governmental Immunity Act, now existing, or as may be amended. By agreeing to this provision, no Party waives nor intends to waive, as to any person not a party to this Agreement the limitations on liability which are provided to each party under the Colorado Governmental Immunity Act § 24-10-101, C.R.S.

SECTION VIII - INSURANCE AND GOVERNMENTAL IMMUNITY

During the term of this IGA, the County agrees to maintain insurance in all forms and types as required by law through either commercial policies or self-insurance. Nothing in this IGA shall be construed as a waiver by any party of any provisions of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended.

SECTION IX - TERMINATION

Any Party may terminate its participation in this IGA upon the provision of written notice to the other Parties at least 30 days prior to the effective date of the termination. No funds will be returned to any Party due to termination of this agreement.

SECTION X - MUTUAL UNDERSTANDINGS

A. Jurisdiction and Venue

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this IGA. The Parties agree that jurisdiction and venue for any disputes arising under this IGA shall be with the 17th Judicial District, Colorado.

B. Compliance with Laws

During the performance of this IGA, the Parties agree to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The Parties hereto aver that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, and that no violations of such provisions are present. Without limiting the generality of the foregoing and as applicable, the Parties expressly agree to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under this IGA that are considered to be "Protected Health Information."

C. Record Retention

The County shall maintain records and documentation of the services provided under this IGA, including fiscal records, and shall retain the records for a period of three (3) years from the date this IGA is terminated, unless otherwise provided or required by law. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.

D. Assignability

Neither this IGA, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by any party without the prior written consent of the Parties.

E. Waiver

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

F. Notice

Any notices given under this IGA are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this IGA, any and all notices shall be addressed to the contacts listed below:

For the County:

Attn: County Manager's Office
4430 South Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6829
Facsimile: 720-523-6045

For the Municipalities:

City of Commerce City
Attn: City Manager
7887 East 60th Avenue
Commerce City, CO 80022
Phone: 303-289-3600
Facsimile: 303-289-3688

City of Federal Heights
Attn: City Manager

2380 West 90th Avenue
Federal Heights, CO 80260
Phone: 303-412-3525
Facsimile: XXX

City of Northglenn
Attn: City Manager
11701 Community Center Drive
Northglenn, CO 80233
Phone: 303-450-8709
Facsimile: XXX

City of Thornton
Attn: City Manager
9500 Civic Center Drive
Thornton, CO 80229
Phone: 303-538-7200
Facsimile: 303-538-7562

City of Westminster
Attn: City Manager
4800 West 92nd Avenue
Westminster, CO 80031
Phone: 303-658-2006
Facsimile: 303-706-3921

Town of Bennett
Attn: Town Administrator
207 Muegge Way
Bennett, CO 80102
Phone: 303-644-3249
Facsimile: 303-644-4125

H. Integration of Understanding

This IGA contains the entire understanding of the Parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the Parties hereto.

I. Paragraph Headings

Paragraph headings are inserted for the convenience of reference only.

J. Counterparts

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

K. Parties Interested Herein

Nothing expressed or implied in this IGA is intended or shall be construed to confer upon or to give to, any person other than the Parties, any right, remedy, or claim under or by reason of this IGA or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions in this IGA by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties.

L. Severability

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

M. Authorization

Each Party represents and warrants that it has the power and ability to enter this IGA, to grant the rights granted herein, and to perform the duties and obligations herein described.

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

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

Chair

Date

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

Approved as to form:

Deputy Clerk

Adams County Attorney's Office

CITY OF COMMERCE CITY, COLORADO

By: DocuSigned by:
Roger Tinklenberg
A1672F8B883F4CD
Roger Tinklenberg, Interim City Manager

ATTEST:

DocuSigned by:
Dylan Gibson
799CD14FB5714B1
Dylan Gibson, City Clerk



APPROVED AS TO FORM:


DocuSigned by:
Brian Swann
D73D7C2E676445A
Brian Swann, Attorney

CITY OF FEDERAL HEIGHTS, COLORADO

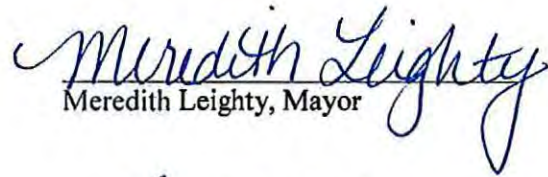

Linda S. Montoya, Mayor

ATTEST:


Patti K. Lowell, CMC, City Clerk

APPROVED AS TO FORM:

William P. Hayashi, City Attorney

CITY OF NORTHGLENN, COLORADO


Meredith Leighty, Mayor

ATTEST:


Johanna Small, City Clerk


Corey Y. Hoffmann, City Attorney

CITY OF THORNTON, COLORADO

By: _____
Kevin S. Woods, City Manager

ATTEST:

Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:

John Mallonee, Acting City Attorney

CITY OF WESTMINSTER, COLORADO

By: _____
Donald M. Tripp, City Manager

Date: _____

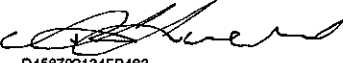
ATTEST:

Michelle Parker, City Clerk

APPROVED AS TO LEGAL FORM:

David Frankel, City Attorney

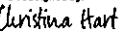
TOWN OF BENNETT

DocuSigned by:

D458702134FB483...

Royce D. Pindell, Mayor

Date: 04/13/2021

ATTEST:

DocuSigned by:

003680AA7E0246D...

Christina Hart, Town Clerk

ATTACHMENT A

SCOPE OF WORK

Executive Summary

Adams County is seeking to partners with its municipalities to help fund the Severe Weather Activation Plan (SWAP). Information on SWAP is attached to this IGA as Attachment A. SWAP was originally created to serve households during severe weather: 1) When the temperate dropped below 32 degrees Fahrenheit and wet, 2) below 20 degrees and dry, 3) or 95 degrees Fahrenheit and above on two consecutive days. This program will provide motel vouchers for people experiencing literal homelessness, or those that lack a fixed, regular, and adequate nighttime residence, dependent on weather. Sheriff deputies, police officers, and outreach workers will be able to complete intakes for the SWAP portion of the program. Almost Home, Inc. will operate the program with support from Adams County’s Community Safety and Well-being Department.

SWAP Program

SWAP is designed to provide survival resources to individuals and households who are experiencing literal homelessness. This program will provide motel vouchers to individuals and families, as well as first aid kits, hygiene packs, and food, when available. This program will also provide supportive case management to break down barriers to re-housing, assess for Coordinated Entry with the local Continuum of Care (CoC) through the use of the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT), which guides housing placement, and will work towards re-housing into safe, stable, and healthy housing. Almost Home, Inc. will operate this program and local police departments, The Sheriff’s Office, and other potential partners would have access to the Coordinated Entry system.

Contributions for Severe Weather Activation Program (SWAP)

Municipalities	Contribution	Notes
Adams County	\$200,000	Includes Adams County General Fund and allocation from ESG-CV1, ESG-19, and ESG-20 through the Department of Local Affairs
City of Commerce City	\$10,000	
City of Federal Heights	\$10,000	
City of Northglenn	\$10,000	
City of Thornton	\$10,000	
City of Westminster	\$10,000	
Town of Bennett	\$5,000	
Total	\$255,000	

Municipalities that contribute at least \$10,000 will be able to have their local police department distribute the vouchers after hours, including nights and weekends, after receiving training from Almost Home. The municipal contributions would increase the budget and allow for additional funding towards providing motel vouchers for people experiencing homelessness in the County. This budget includes motel vouchers, flex funds, and staffing for Almost Home, Inc.

Budget Expenses

Expenditures	Projected Budget
Staffing	\$55,000
Vouchers	\$185,000
Flex Funds	\$15,000
Total	\$255,000

Municipal Engagement

The Adams County Poverty Reduction Team, specifically the Homelessness Coordinator, will continue to partner with municipalities to ensure motels are identified and the SWAP program is reaching those who are most in need of assistance. The Homelessness Coordinator will assist Almost Home, Inc. and municipalities in collaborating to identify different motel locations so that each area has sufficient coverage based on the need. Municipalities can refer clients to SWAP when activated. Eligibility requirements include: The individual or family is experiencing literal homelessness (definition: lack a fixed, regular, and adequate nighttime residence) in Adams County or the City of Westminster including the portion in Jefferson County.

Scope of Work

Adams County	
Deliverables	<ul style="list-style-type: none"> • Provide oversight to Almost Home, Inc. in their efforts and ensure program is meeting its intended outcomes and objectives. • Set up, attend, and facilitate monthly meetings with the municipalities to assess programs, policies, and processes. • Process Almost Home, Inc.’s invoices within 30 days. • Set up at least one training with Adams County Sheriff’s Office police officers on the SWAP program, outlining eligibility requirements, and how to make a referral.
Reports	<ul style="list-style-type: none"> • Report successes, challenges, and outcomes of motel voucher program for Emergency Solutions Grant funding through the Division of Local Affairs on a quarterly basis.

Municipalities	
Deliverables	<ul style="list-style-type: none"> • Provide agreed-upon funding for SWAP program. • Have staff member (most likely outreach contact) meet with Adams County Community Safety and Well-being Department staff at least once a month to check-in. • Set up at least one training with municipal police officers on SWAP program, outlining eligibility requirements, and how to make a referral. • Support SWAP intake through referrals and/or assisting with voucher distribution. • Share SWAP marketing materials on social media pages.
Reports	None

Almost Home, Inc.	
Responsibilities Under a Separate Agreement with Adams County	<ul style="list-style-type: none"> • Distribute motel vouchers during activation days. • Provide aggregated data on number of motel vouchers distributed overall, number of people served based on self-reported previous permanent residence, number of people served based on self-report location they spent the last night, number of complete VI-SPIDAT assessments by municipality, and intake information to Adams County Community Safety and Well-being Department Staff and contributing municipal partners on a quarterly basis. • Input intake assessments in the Homeless Information Management System (HMIS). • Ensure at least 80% of clients have completed the VI-SPDAT • Ensure that 100% of case management services are offered to 100% of all clients. • Ensure at least 60% of clients receive case management services
Reports	Send report to Adams County Community Safety and Well-Being Department and participating partners quarterly on success, challenges, outcomes, and programmatic suggestions.

ATTACHMENT B



Do you have a Mental Health disability? No Yes If willing, what is it?

- If yes, is this a long-term disease that impairs your ability to hold a job or live independently?
 Yes No

Do you have a Physical Disability? No Yes If willing, what is it?

- If yes, is this a long-term disease that impairs your ability to hold a job or live independently?
 Yes No

Do you have a Developmental Disability? No Yes If willing what is it?

- If yes, is this a long-term disease that impairs your ability to hold a job or live independently?
 Yes No

Are you experiencing homelessness because you are fleeing Domestic Violence, Sexual Assault or Stalking?

Yes No

If SWAP client has a family currently with them, please provide the following:

Household Member	Relationship	Date of Birth	Gender	Race	Ethnicity	Veteran (Y/N)	Disabling Condition (Y/N)

City and State of Last Permanent Residence:

County of Last Permanent Residence:

Adams Denver Jefferson Broomfield Boulder Arapahoe Douglas Weld Larimer El Paso Teller Pueblo Summit Mesa

Other Colorado County:

Out of State County:

Is the motel/hotel voucher Approved? Yes No Reason for Disapproval:

Does client need transportation? Yes, to hotel using RTD. No

Voucher Number:

Identity Verification: CO ID Out of State ID (State) Other form of ID

Hotel Referred To: Quality Inn Brighton

Emergency Contact Name:

Phone:



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 23, 2021
SUBJECT: Finish What You Started (FWYS) Workforce Program
FROM: Kylin Mueller
AGENCY/DEPARTMENT: County Manager'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 this Professional Service Agreement

BACKGROUND:

COSI launched the Finish What You Started-Adams County program to support adult students who have some college but no degree. In partnership with One Million Degrees, the pilot project will focus on Adams County adults (25+) who are not currently enrolled and have some college and no degree.

One Million Degrees (OMD) has agreed to be the fiscal agent for a State of Colorado Opportunity Scholarship Initiative grant in the amount of one hundred thousand dollars. Adams County has matched the Grant with an additional one hundred thousand dollars. The Adams County match shall be provided using fifty thousand dollars in unspent funds from prior MSS grants, collected from fiscal agent Adams County Education Consortium, and the remaining fifty thousand dollars to match shall be provided by Adams County using the county's Marijuana Tax Revenue.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

One Million Degrees
Adams County Education Consortium

ATTACHED DOCUMENTS:

Resolution
Professional Services County Education Consortium, And One Million Degrees for Professional Services

FISCAL IMPACT:

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

Fund: Marijuana Tax Revenue
Cost Center: 9252

	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:	8810	92522105	50,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u> </u> 50,000

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN AGREEMENT AMONG ADAMS COUNTY, ADAMS
COUNTY EDUCATION CONSORTIUM, AND ONE MILLION DEGREES (OMD) FOR
PROFESSIONAL SERVICES IN THE AMOUNT OF 50,000 DOLLARS FUNDED BY
COUNTY

WHEREAS, Adams County is seeking professional services to support and develop the Adams County 'Finish What You Started' Program through the Colorado Opportunity Scholarship Initiative Workforce Grant; and,

WHEREAS, One Million Degrees ("OMD") agrees to perform these services in order to provide scholarships to low-income Adams County Adults, as well as provide wraparound support services to promote student support services, graduate students with less debt and provide a livable wage to students upon re-entering the workforce; and,

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Professional Services Agreement between Adams County, Adams County Education Consortium and One Million Degrees, attached hereto and incorporated by reference herein, is hereby approved.

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

AGREEMENT AMONG ADAMS COUNTY, ADAMS COUNTY EDUCATION CONSORTIUM, AND ONE MILLION DEGREES FOR PROFESSIONAL SERVICES

This AGREEMENT is made and entered into as of this ____ day of November, 2021, among Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," Adams County Economic Consortium, located at _____, hereinafter referred to as "ACEC, and One Million Degrees, located at 180 N Wabash Ave #310, Chicago, IL 60601, hereinafter referred to as "OMD". The County, ACEC, and OMD may be collectively referred to herein as the "Parties".

WHEREAS, County wishes to provide an opportunity for adult students within Adams County to obtain post-secondary education; and,

WHEREAS, OMD has agreed to be the fiscal agent for a State of Colorado Opportunity Scholarship Initiative grant ("Grant") in the amount of one hundred thousand dollars, a copy of which is attached as Exhibit 1; and,

WHEREAS, County has matched the Grant with an additional one hundred thousand dollars, and;

WHEREAS, ACEC has agreed to provide half (\$50,000) of the County's \$100,000, and;

WHEREAS, County's remaining \$50,000 match shall come from Marijuana Tax Revenue, and;

WHEREAS, County wishes to have OMD administer the Grant through the County's Finish What You Started program pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties mutually agree as follows:

1. SERVICES OF OMD

- 1.1 OMD shall provide services to the County in the support and development of the Adams County 'Finish What You Started' Program through the Grant. The services provided by OMD shall include the following:
- 1.2 OMD will act as the fiscal agent for the County to administer the Grant.
- 1.3 OMD will be solely responsible for complying with all state requirements in administering the Grant.
 - 1.3.1 Funds must only be used for Colorado students whose income is determined to be between 0 and 250% of the maximum permissible income for the purpose of determining eligibility for Pell grants and participate in a rigor-based student success program.
 - 1.3.2 Funds may only be used for students attending Colorado public institutions of higher education.
 - 1.3.3 Funds may only be used for Colorado residents.
 - 1.3.4 OMD shall ensure that funded projects maintain appropriate fiscal and program records and that fiscal audit of this program will be conducted by the OMD as a part of its regular audits.
 - 1.3.5 OMD shall make, keep, maintain, and allow inspection and monitoring by County of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work of the

- 4.1 The County shall pay OMD a total of \$50,000.
- 4.2 ACEC shall pay OMD a total of \$50,000.
- 4.3 Payment for County's \$50,000 shall be made by County within thirty days of County receiving an invoice from OMD.
- 4.4 Payment for ACEC's \$50,000 shall be made by ACEC within thirty days of ACEC receiving an invoice from OMD.
- 4.5 The consideration set forth in Paragraph 4.1, above, shall constitute the total consideration paid by the County and ACEC to OMD for services provided and the expenditures incurred by OMD in the performance of this Agreement.
- 4.6 If at any time this Agreement is terminated by any party pursuant to the provisions of Article 9 hereof, any unspent funds shall be returned proportionally to the County and ACEC within ten (10) days of said termination.
- 4.7 OMD acknowledges and agrees that any monies not encumbered or benefits not used in the direct furtherance of the purposes of this Agreement at the end of the term set forth shall no longer be available to OMD except by further written agreement. Unless a subsequent agreement among the Parties is reached, any funds not used in the furtherance of this Agreement shall be returned to the County and ACEC on or before sixty (60) days after the expiration of this Agreement.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, OMD acts as an independent contractor and not as an employee of the County or ACEC. OMD shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of OMD shall be deemed to be an employee, agent, or servant of the County or ACEC because of the performance of any services or work under this Agreement. OMD, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, OMD understands that it and its employees and servants are not entitled to workers' compensation benefits from the County or ACEC. OMD further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

6. **NONDISCRIMINATION:**

6.1 OMD shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. OMD agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. County is an equal opportunity employer.

6.1.1 OMD will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** OMD agrees to indemnify and hold harmless the County, ACEC, their officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons,

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

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

9 TERMINATION:

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

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

10 MUTUAL UNDERSTANDINGS:

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

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

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

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

hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

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

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

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

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

11.2 OMD shall not knowingly employ or contract with a worker without authorization to perform work under this public contract for services.

11.3 OMD shall not enter into a contract with a subcontractor that fails to certify to OMD that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this public contract for services.

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

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

11.6 If OMD obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with a worker without authorization, OMD shall: notify the subcontractor and the County within three (3) days that OMD has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the worker without authorization; except that OMD shall not terminate the contract with the subcontractor if during such three (3) days the



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: November 23, 2021
SUBJECT: Adams County Websites Upgrade
FROM: Raymond H. Gonzales, County Manager; Alisha Reis, Deputy County Manager; Nancy Duncan, Budget & Finance Director; Jennifer Tierney Hammer, 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 an Agreement with Fruition for the Adams County Websites Upgrade project.

BACKGROUND:

Adams County uses the Drupal Content Management System for all of our websites. All websites are currently operating on Drupal 7, except for one, which is operating on Drupal 8. These system versions will no longer be supported and must be upgraded to Drupal 9.

A formal Request for Proposal (RFP) for Adams County Websites Upgrade was posted to Bidnet on August 19, 2021. Three proposals were received. The proposals were evaluated on the following criteria:

- Experience of the firm
- Project Approach
- References/Past Performance

After a thorough evaluation, it was determined that Fruition provided the most responsive and responsible proposal.

It is recommended that an agreement between Adams County and Fruition be approved in the not to exceed amount of \$334,570.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Countywide Departments

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(s): 00001, 00015
Cost Center(s): 1010, 2011, 1057

	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:	7635		\$334,570
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>\$334,570</u></u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Notes:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN AGREEMENT BETWEEN ADAMS COUNTY AND
FRUITION IN THE NOT TO EXCEED AMOUNT OF \$334,570.00 FOR THE ADAMS
COUNTY WEBSITES UPGRADE

WHEREAS, Fruition submitted a proposal on August 19, 2021, for the Adams County Websites Upgrade Project for the ITi Department; and,

WHEREAS, after thorough evaluation it was determined that Fruition provides the best value to the County; and,

WHEREAS, Fruition agrees to provide Websites Upgrade in the not to exceed amount of \$334,570.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Agreement between Adams County and Fruition in the not to exceed amount of \$334,570.00 for the Adams Count Websites Upgrade; is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the Agreement with Fruition on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.