



Board of County Commissioners

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

PUBLIC HEARING AGENDA

NOTICE TO READERS: The Board of County Commissioners' meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Board members to gain a basic understanding, thus eliminating lengthy discussions. Timely action and short discussion on agenda items does not reflect a lack of thought or analysis on the Board's part. An informational packet is available for public inspection in the Board's Office one day prior to the meeting.

THIS AGENDA IS SUBJECT TO CHANGE

Tuesday
December 12, 2017
9:30 AM

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

A. Citizen Communication

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

B. Elected Officials' Communication

6. CONSENT CALENDAR

- A.** List of Expenditures Under the Dates of November 20-30, 2017
- B.** Minutes of the Commissioners' Proceedings from December 5, 2017
- C.** Resolution Approving the Intergovernmental Agreement Regarding North Metropolitan Industrial Area Connectivity Study between Adams County, Commerce City and Denver
(File was approved by ELT)

- D.** Resolution Ratifying the Prior Decision to Approve the Application for the FY2017 FEMA Pre-Disaster Mitigation Program to Update the Adams County Hazard Mitigation Plan
(File was approved by ELT)
- E.** A Resolution Approving the Issuance of Multifamily Housing Revenue Bonds by the Housing Authority of the County of Adams, State of Colorado for the Sole Purpose of Qualifying the Interest Payable on the Bonds for Exclusion from the Gross Income of the Owner or Owners of the Bonds for Federal Income Tax Purposes under the Applicable Provisions of the Internal Revenue Code of 1986; and Related Matters
(File was approved by ELT)
- F.** Resolution Acknowledging Public Hearing for the Adams County 2016 Consolidated Annual Performance Evaluation Report
(File was approved by ELT)
- G.** Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of Adams County and the Adams County Fire Protection District for Collection of Fire District Impact Fees
(File was approved by ELT)
- H.** Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of Adams County and the Bennett Fire Protection District for Collection of Fire District Impact Fees
(File was approved by ELT)
- I.** Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of Adams County and the Brighton Fire Protection District for Collection of Fire District Impact Fees
(File was approved by ELT)
- J.** Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of Adams County and the Deer Trail Fire Protection District for Collection of Fire District Impact Fees
(File was approved by ELT)
- K.** Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of Adams County and the North Metro Fire Protection District for Collection of Fire District Impact Fees
(File was approved by ELT)
- L.** Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of Adams County and the Sable Altura Fire Protection District for Collection of Fire District Impact Fees
(File was approved by ELT)
- M.** Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of Adams County and the South Adams County Fire Protection District for Collection of Fire District Impact Fees
(File was approved by ELT)
- N.** Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of Adams County and the Strasburg Fire Protection District for Collection of Fire District Impact Fees
(File was approved by ELT)
- O.** Resolution Approving Right-of-Way Agreement between Adams County and Marcia E. Naiman Revocable Trust, Et Al, for Property Necessary for the York Street Improvements Project – York Street from East 78th Avenue to Highway 224
(File was approved by ELT)

- P. Resolution Approving Lease Agreement between Westminster Public Schools and Adams County for the Head Start Program
(File was approved by ELT)
- Q. Resolution Approving Intergovernmental Agreement between Adams County and the Town of Bennett for Law Enforcement Services
(File was approved by ELT)
- R. Resolution Approving an Intergovernmental Agreement between Adams County and the State of Colorado Regarding the Acquisition and Development of the Adams Youth Service Center
(File was approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

- 1. Resolution Establishing the Adams County Veterans Advisory Commission
(File was approved by ELT)
- 2. Resolution Awarding an Agreement to Jalisco International, Inc., for the Riverdale Road Over Todd Creek Bridge Scour and Structural Rehabilitation Project
(File was approved by ELT)
- 3. Resolution Awarding an Agreement to Tetrus Corporation for a Community Corrections Case Management System
(File was approved by ELT)
- 4. Resolution Approving the Purchase Agreement between Adams County and IVE Colorado LLC, Jacobs Colorado LLC, and King Paul 1 LLC for Land for the Adams Youth Services Center
(File was approved by ELT)
- 5. 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 2018 and Ending on the Last Day of December 2018
(File was approved by ELT)
- 6. 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 2018 and Ending on the Last Day of December 2018
(File was approved by ELT)
- 7. Resolution Approving Adams County 2018 Fee Schedule for the Calendar Year Beginning on the First Day of January 2018 and Ending on the Last Day of December 2018
(File was approved by ELT)
- 8. Resolution Approving the Certification of Mill Levies for the Calendar Year Beginning on the First Day of January 2018 and Ending on the Last Day of December 2018
(File was approved by ELT)

B. COUNTY ATTORNEY

- 8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Instructing Negotiators Regarding DIA Noise Issues**
- 9. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(f) for the Purpose of Discussing Personnel Matters Involving County Attorney and County Manager**

10. LAND USE HEARINGS

A. Cases to be Heard

1. RCU2017-00004 Tiley Roofing
(File was approved by ELT)

11. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

County of Adams

Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	917,320.39
4	Capital Facilities Fund	247,498.28
5	Golf Course Enterprise Fund	10,548.24
6	Equipment Service Fund	21,922.98
13	Road & Bridge Fund	160,580.71
19	Insurance Fund	22,438.18
30	Community Dev Block Grant Fund	9,787.54
31	Head Start Fund	20,798.85
34	Comm Services Blk Grant Fund	7,903.07
35	Workforce & Business Center	305.00
43	Front Range Airport	18,661.70
44	Water and Wastewater Fund	4,104.91
94	Sheriff Payables	8,297.50
		<u>1,450,167.35</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>
00716938	649042	SUPERFLY MARKETING GROUP LLC	11/20/17	8,000.00
00716939	91631	ADAMSON POLICE PRODUCTS	11/20/17	1,553.05
00716940	429633	ANDERSON CASSIE	11/20/17	225.24
00716941	58286	BAESSLER JENNIFER	11/20/17	100.00
00716942	624135	BOWMAN LORI	11/20/17	53.50
00716943	37266	CENTURY LINK	11/20/17	88.99
00716944	6467	COLO CORRECTIONAL INDUSTRIES	11/20/17	260.00
00716945	99357	COLO MEDICAL WASTE INC	11/20/17	222.00
00716946	13049	COMMUNITY REACH CENTER	11/20/17	5,109.99
00716947	255001	COPYCO QUALITY PRINTING INC	11/20/17	6,767.50
00716948	72838	DENNIS MICHAEL P	11/20/17	33.30
00716949	300952	DENVER DESKS	11/20/17	875.00
00716950	248103	DS WATERS OF AMERICA INC	11/20/17	575.38
00716951	102223	JESCO ELECTRIC INC	11/20/17	565.50
00716952	40843	LANGUAGE LINE SERVICES	11/20/17	561.70
00716953	42876	LEXISNEXIS RISK SOLUTIONS	11/20/17	100.79
00716954	311118	LIGHTFIELD LESS LETHAL RESEARC	11/20/17	1,549.00
00716955	6703	NORTH METRO FIRE RESCUE	11/20/17	1,200.00
00716956	38110	NORTH SUBURBAN MEDICAL CENTER	11/20/17	38.00
00716957	13422	NORTHGLENN AMBULANCE	11/20/17	627.90
00716958	20458	NORTHSIDE EMERGENCY PET CLINIC	11/20/17	50.00
00716959	2959	PEACE OFFICER STANDARDS	11/20/17	300.00
00716960	90872	REEVES COMPANY INC	11/20/17	24.24
00716961	433987	ADCO DISTRICT ATTORNEY'S OFFIC	11/21/17	527.44
00716962	166637	ALEXANDER BRYCE	11/21/17	22.47
00716963	1080	AURORA CITY OF	11/21/17	28,530.00
00716964	516993	RODRIGUEZ JODY	11/21/17	19.80
00716965	35974	ADAMS COUNTY TREASURER	11/21/17	62.33
00716966	383698	ALLIED UNIVERSAL SECURITY SERV	11/21/17	16,200.38
00716967	490725	BREAK THRU BEVERAGE	11/21/17	541.06
00716968	2509	CCI	11/21/17	1,350.00
00716969	6331	COLO ASSESSORS ASSN	11/21/17	750.00
00716971	252174	COLORADO COMMUNITY MEDIA	11/21/17	48,985.60
00716972	656568	COMMERCIAL VEHICLE TRAINING CE	11/21/17	3,665.00
00716974	13049	COMMUNITY REACH CENTER	11/21/17	40,993.00
00716975	656584	COMPLETE CANINE TRAINING LLC	11/21/17	3,190.00

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>
00716976	660197	DELWEST DEVELOPMENT CORP	11/21/17	237,549.00
00716978	13591	MWI VETERINARY SUPPLY CO	11/21/17	7,442.01
00716979	16428	NICOLETTI-FLATER ASSOCIATES	11/21/17	2,850.00
00716981	308437	RANDSTAD US LP	11/21/17	571.92
00716982	431519	REGROUP	11/21/17	6,210.00
00716983	10449	SIR SPEEDY	11/21/17	298.05
00716984	12012	ALSCO AMERICAN INDUSTRIAL	11/22/17	139.23
00716985	658124	CARREON VIANEY	11/22/17	400.00
00716986	658125	DELAO VERONICA	11/22/17	700.00
00716987	28726	G & K SERVICES	11/22/17	199.42
00716988	46009	LEGACY HIGH SCHOOL FOOTBALL BO	11/22/17	650.00
00716989	547834	LOPEZ MARCUS	11/22/17	330.00
00716990	73648	METROWEST NEWSPAPERS	11/22/17	141.24
00716991	16428	NICOLETTI-FLATER ASSOCIATES	11/22/17	2,000.00
00716992	603778	NORCHEM DRUG TESTING LABORATOR	11/22/17	19.30
00716993	492426	QUINTANA SARA	11/22/17	150.00
00716994	13951	TDS TELECOM	11/22/17	839.49
00716995	658121	VALDEZ JOSEPH	11/22/17	500.00
00716996	658118	VAZQUEZ CHRISTIAN	11/22/17	400.00
00716997	13822	XCEL ENERGY	11/22/17	215.81
00716998	13822	XCEL ENERGY	11/22/17	226.78
00716999	13822	XCEL ENERGY	11/22/17	10.72
00717001	383698	ALLIED UNIVERSAL SECURITY SERV	11/27/17	1,612.80
00717004	40398	CINTAS CORPORATION #66	11/27/17	138.03
00717005	660610	CLIFTON JOHN	11/27/17	346.17
00717006	209334	COLO NATURAL GAS INC	11/27/17	426.80
00717007	519505	DENOVO VENTURES LLC	11/27/17	277.50
00717008	251242	FOUR WINDS INTERACTIVE LLC	11/27/17	4,821.38
00717009	93970	GLOBAL TECHNOLOGY RESOURCES IN	11/27/17	52,720.86
00717010	13565	INTERMOUNTAIN REA	11/27/17	201.87
00717014	51392	METRO NORTH LTD	11/27/17	2,050.00
00717015	33716	OLD VINE PINNACLE ASSOCIATES	11/27/17	800.00
00717016	33716	OLD VINE PINNACLE ASSOCIATES	11/27/17	800.00
00717017	91870	PFX PET SUPPLY	11/27/17	458.75
00717018	13932	SOUTH ADAMS WATER & SANITATION	11/27/17	420.29
00717019	13932	SOUTH ADAMS WATER & SANITATION	11/27/17	23.20

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>
00717020	13932	SOUTH ADAMS WATER & SANITATION	11/27/17	44.30
00717021	13932	SOUTH ADAMS WATER & SANITATION	11/27/17	44.30
00717022	13932	SOUTH ADAMS WATER & SANITATION	11/27/17	1,559.72
00717024	13822	XCEL ENERGY	11/27/17	253.85
00717025	473336	ZAYO GROUP HOLDINGS INC	11/27/17	1,975.00
00717026	72554	AAA PEST PROS	11/27/17	1,915.00
00717027	276008	ADAMS COUNTY TRANSPORTATION	11/27/17	278.52
00717028	55760	ARCO CONCRETE INC	11/27/17	4,205.00
00717030	3020	BENNETT TOWN OF	11/27/17	1,500.00
00717031	629204	BROWN BROTHERS WATERPROOFING L	11/27/17	30,991.00
00717032	374061	BUTLER SNOW LLP	11/27/17	9,933.50
00717033	8973	C & R ELECTRICAL CONTRACTORS I	11/27/17	472.50
00717035	612089	COMMERCIAL CLEANING SYSTEMS	11/27/17	75,808.43
00717036	44618	COMPLETE EQUITY MARKETS	11/27/17	93,932.00
00717037	14991	HELTON & WILLIAMSEN PC	11/27/17	477.00
00717038	418327	IC CHAMBERS LP	11/27/17	6,254.16
00717039	79260	IDEXX DISTRIBUTION INC	11/27/17	1,817.13
00717040	35092	INDUSTRIAL BURNER SERVICE INC	11/27/17	485.00
00717041	597186	MICHELSON FOUND ANIMALS FOUNDA	11/27/17	3,071.74
00717042	13591	MWI VETERINARY SUPPLY CO	11/27/17	1,056.63
00717043	48741	NEW BRANTNER DITCH COMPANY	11/27/17	6,000.00
00717050	281167	SPECTRA CONTRACT FLOORING SERV	11/27/17	595.00
00717053	66264	SYSTEMS GROUP	11/27/17	3,300.00
00717054	35877	WEATHERSURE	11/27/17	1,260.00
00717055	544338	WESTAR REAL PROPERTY SERVICES	11/27/17	14,281.36
00717056	13822	XCEL ENERGY	11/27/17	3,529.19
00717057	13822	XCEL ENERGY	11/27/17	540.61
00717058	445583	ALVAREZ MEGAN	11/27/17	213.89
00717059	40460	AMERICAN MESSAGING	11/27/17	35.23
00717060	228213	ARAMARK REFRESHMENT SERVICES	11/27/17	524.92
00717061	320525	ARIAS REBECCA M	11/27/17	3,520.00
00717062	45084	BASELINE ASSOCIATES INC	11/27/17	140.00
00717063	660739	BERUBE ANNELI	11/27/17	52.18
00717064	378404	CARUSO JAMES LOUIS	11/27/17	10,250.00
00717065	134826	CASA OF ADAMS & BROOMFIELD COU	11/27/17	2,500.00
00717066	335408	CHABRA AMAN	11/27/17	10.00

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00717067	9902	CHEMATOX LABORATORY INC	11/27/17	1,500.00
00717068	30309	COLO DEPT OF AGRICULTURE/ICS	11/27/17	312.00
00717069	2157	COLO OCCUPATIONAL MEDICINE PHY	11/27/17	430.00
00717070	2157	COLO OCCUPATIONAL MEDICINE PHY	11/27/17	325.00
00717071	40658	CROWN EQUIPMENT CORP	11/27/17	98.00
00717072	193732	E-470 PUBLIC HIGHWAY AUTHORITY	11/27/17	48.68
00717073	47723	FEDEX	11/27/17	79.06
00717074	197938	FIRST CALL OF COLO	11/27/17	8,550.00
00717075	378405	FRANK MEREDITH ANN	11/27/17	2,050.00
00717076	12689	GALLS LLC	11/27/17	4,995.00
00717077	438625	GOVERNOR'S OFFICE OF IT	11/27/17	820.70
00717080	11086	JAY O'DAY INC	11/27/17	4,361.06
00717081	145356	KENNY ELECTRIC SERVICE INC	11/27/17	1,255.50
00717082	192058	LADWIG MICHAEL V MD PC	11/27/17	1,427.00
00717083	40843	LANGUAGE LINE SERVICES	11/27/17	59.86
00717085	581490	MAYER LISA	11/27/17	231.44
00717086	124449	NMS LABS	11/27/17	10,305.00
00717087	260201	NORTHWEST PARKWAY LLC	11/27/17	76.30
00717089	100332	PERKINELMER GENETICS	11/27/17	50.00
00717090	192059	POINT SPORTS/ERGOMED	11/27/17	1,980.00
00717091	244650	SAFARILAND TRAINING GROUP	11/27/17	384.00
00717092	660740	SAILAS DENISE	11/27/17	50.00
00717093	51001	SOUTHLAND MEDICAL LLC	11/27/17	1,117.60
00717094	93290	STOEFFLER REBECCA E	11/27/17	1,026.00
00717095	599714	SUMMIT FOOD SERVICE LLC	11/27/17	662.39
00717097	117701	UNIPATH	11/27/17	3,144.00
00717099	308322	VOLKER LUKE J	11/27/17	111.28
00717100	5814	I70 SCOUT THE	11/28/17	3,659.04
00717101	433987	ADCO DISTRICT ATTORNEY'S OFFIC	11/28/17	415.87
00717102	327129	AIRGAS USA LLC	11/28/17	54.32
00717104	383698	ALLIED UNIVERSAL SECURITY SERV	11/28/17	113.12
00717105	320525	ARIAS REBECCA M	11/28/17	3,520.00
00717107	274030	COMMUNICATION CONSTRUCTION & E	11/28/17	4,190.00
00717109	47723	FEDEX	11/28/17	10.73
00717110	660634	GUERRERO CLAUDIA	11/28/17	22.52
00717112	13591	MWI VETERINARY SUPPLY CO	11/28/17	1,140.04

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>
00717113	124449	NMS LABS	11/28/17	8,573.00
00717114	100332	PERKINELMER GENETICS	11/28/17	50.00
00717115	660549	PITTMAN MATT	11/28/17	1,650.00
00717116	422902	ROADRUNNER PHARMACY INCORPORAT	11/28/17	262.63
00717117	429604	RUTTER JENNIFER	11/28/17	147.00
00717118	93290	STOEFFLER REBECCA E	11/28/17	1,215.00
00717119	117701	UNIPATH	11/28/17	100.00
00717120	158184	UTILITY NOTIFICATION CENTER OF	11/28/17	379.90
00717121	517027	BARR JEFFREY	11/28/17	6,956.25
00717122	218552	CHRISTENSEN DAISY	11/28/17	3,187.50
00717123	218554	LESLIE BRIAN	11/28/17	6,168.75
00717124	426425	NASTRO DEBORAH	11/28/17	4,687.50
00717125	426427	STAMP ROBERT	11/28/17	5,925.00
00717126	426428	WEHNER RUSS	11/28/17	6,150.00
00717130	514167	CIVITAS LLC	11/29/17	10,750.00
00717131	519505	DENOVO VENTURES LLC	11/29/17	92.50
00717133	8721	HILL & ROBBINS	11/29/17	690.60
00717135	308437	RANDSTAD US LP	11/29/17	571.92
00717137	660826	SAM QUINONES INC	11/29/17	10,000.00
00717138	255505	SHERMAN & HOWARD LLC	11/29/17	2,443.75
00717171	433987	ADCO DISTRICT ATTORNEY'S OFFIC	11/30/17	398.12
00717172	4159	CGAIT	11/30/17	3,400.50
00717173	266471	MAZE AMANDA	11/30/17	231.00
00717174	278360	MILLER SUVI	11/30/17	580.00
00717180	514923	VANINO SHERI DR LLC	11/30/17	648.02
Fund Total				917,320.39

Net Warrants by Fund Detail

4 Capital Facilities Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00716973	274030	COMMUNICATION CONSTRUCTION & E	11/21/17	706.70
00716977	33577	FCI CONSTRUCTORS INC	11/21/17	246,791.58
			Fund Total	247,498.28

Net Warrants by Fund Detail

5

Golf Course Enterprise Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00717175	1007	UNITED POWER (UNION REA)	11/30/17	3,108.72
00717176	1007	UNITED POWER (UNION REA)	11/30/17	495.69
00717177	1007	UNITED POWER (UNION REA)	11/30/17	128.04
00717178	1007	UNITED POWER (UNION REA)	11/30/17	191.54
00717179	1007	UNITED POWER (UNION REA)	11/30/17	6,103.92
00717181	13822	XCEL ENERGY	11/30/17	520.33
Fund Total				10,548.24

Net Warrants by Fund Detail

6 Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00717127	11657	A & E TIRE INC	11/29/17	3,179.56
00717128	295403	ABRA AUTO BODY & GLASS	11/29/17	505.00
00717136	16237	SAM HILL OIL INC	11/29/17	18,238.42
Fund Total				21,922.98

Net Warrants by Fund Detail

13

Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00717000	13074	ALBERT FREI & SONS INC	11/27/17	87,612.29
00717002	23969	ASPHALT SPECIALTIES CO INC	11/27/17	4,579.32
00717003	8909	BRANNAN SAND & GRAVEL COMPANY	11/27/17	2,881.48
00717011	506641	JK TRANSPORTS INC	11/27/17	25,290.00
00717023	13082	W L CONTRACTORS INC	11/27/17	8,836.93
00717139	1007	UNITED POWER (UNION REA)	11/29/17	28.16
00717140	1007	UNITED POWER (UNION REA)	11/29/17	48.84
00717141	1007	UNITED POWER (UNION REA)	11/29/17	53.84
00717142	1007	UNITED POWER (UNION REA)	11/29/17	38.00
00717143	1007	UNITED POWER (UNION REA)	11/29/17	17.00
00717144	1007	UNITED POWER (UNION REA)	11/29/17	93.49
00717145	1007	UNITED POWER (UNION REA)	11/29/17	25.34
00717146	1007	UNITED POWER (UNION REA)	11/29/17	33.00
00717147	1007	UNITED POWER (UNION REA)	11/29/17	16.50
00717148	1007	UNITED POWER (UNION REA)	11/29/17	16.50
00717149	1007	UNITED POWER (UNION REA)	11/29/17	16.50
00717150	1007	UNITED POWER (UNION REA)	11/29/17	155.48
00717151	1007	UNITED POWER (UNION REA)	11/29/17	109.60
00717152	1007	UNITED POWER (UNION REA)	11/29/17	43.63
00717153	1007	UNITED POWER (UNION REA)	11/29/17	170.96
00717154	1007	UNITED POWER (UNION REA)	11/29/17	126.31
00717155	1007	UNITED POWER (UNION REA)	11/29/17	39.00
00717156	1007	UNITED POWER (UNION REA)	11/29/17	41.00
00717157	13822	XCEL ENERGY	11/29/17	1,740.89
00717158	13822	XCEL ENERGY	11/29/17	130.20
00717159	13822	XCEL ENERGY	11/29/17	1,257.48
00717160	13822	XCEL ENERGY	11/29/17	24.07
00717161	13822	XCEL ENERGY	11/29/17	51.73
00717162	13822	XCEL ENERGY	11/29/17	208.89
00717163	13822	XCEL ENERGY	11/29/17	207.86
00717164	13822	XCEL ENERGY	11/29/17	23,002.02
00717165	13822	XCEL ENERGY	11/29/17	3,125.93
00717166	13822	XCEL ENERGY	11/29/17	185.16
00717167	13822	XCEL ENERGY	11/29/17	118.43
00717168	13822	XCEL ENERGY	11/29/17	102.42
00717169	13822	XCEL ENERGY	11/29/17	2.97

County of Adams
Net Warrants by Fund Detail

13

Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00717170	13822	XCEL ENERGY	11/29/17	149.49
Fund Total				160,580.71

Net Warrants by Fund Detail

19 Insurance Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00717012	660611	LAMBERT ALEXANDER	11/27/17	2,128.09
00717013	438093	LEONARD KELLY K	11/27/17	2,225.08
00717106	86298	BERG HILL GREENLEAF & RUSCITTI	11/28/17	18,085.01
			Fund Total	22,438.18

County of Adams
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>
00716980	42881	NORTHGLENN CITY OF	11/21/17	9,787.54
			Fund Total	9,787.54

Net Warrants by Fund Detail

31 **Head Start Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00717029	636247	AUDIOLOGY SYSTEMS INC	11/27/17	4,862.76
00717108	8820091	EON OFFICE PRODUCTS	11/28/17	9,021.74
00717111	12393	LAKESHORE LEARNING MATERIALS	11/28/17	6,578.42
00717129	327914	CESCO LINGUISTIC SERVICE INC 2	11/29/17	255.20
00717134	157395	LUJAN MONICA	11/29/17	80.73
			Fund Total	20,798.85

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>
00717132	44825	GROWING HOME INC	11/29/17	7,903.07
Fund Total				7,903.07

Net Warrants by Fund Detail

35Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00717078	659295	GUTIERREZ-MARTINEZ DIAMOND	11/27/17	80.00
00717079	655933	HERNANDEZ ALONDRA	11/27/17	25.00
00717084	659290	MARTINEZ ALEXIA	11/27/17	80.00
00717088	659286	PAREDES CINDY	11/27/17	20.00
00717096	659280	TICHENOR-DOWNEY CIERA	11/27/17	60.00
00717098	659283	VIGIL BREANNA	11/27/17	40.00
Fund Total				305.00

Net Warrants by Fund Detail

43

Front Range Airport

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00717044	443757	NRG DGPV FUND 1 LLC	11/27/17	424.84
00717045	443757	NRG DGPV FUND 1 LLC	11/27/17	938.05
00717046	443757	NRG DGPV FUND 1 LLC	11/27/17	1,213.41
00717047	443757	NRG DGPV FUND 1 LLC	11/27/17	429.29
00717048	618136	PARAGON DINING SERVICES	11/27/17	8,469.42
00717049	37110	SB PORTA BOWL RESTROOMS INC	11/27/17	396.00
00717051	33604	STATE OF COLORADO	11/27/17	385.00
00717052	33604	STATE OF COLORADO	11/27/17	15.00
00717182	13822	XCEL ENERGY	11/30/17	12.90
00717183	13822	XCEL ENERGY	11/30/17	20.80
00717184	13822	XCEL ENERGY	11/30/17	35.13
00717185	13822	XCEL ENERGY	11/30/17	87.31
00717186	13822	XCEL ENERGY	11/30/17	97.84
00717187	13822	XCEL ENERGY	11/30/17	132.18
00717188	13822	XCEL ENERGY	11/30/17	315.61
00717189	13822	XCEL ENERGY	11/30/17	580.69
00717190	13822	XCEL ENERGY	11/30/17	1,998.27
00717191	13822	XCEL ENERGY	11/30/17	12.30
00717192	13822	XCEL ENERGY	11/30/17	14.07
00717193	13822	XCEL ENERGY	11/30/17	15.21
00717194	13822	XCEL ENERGY	11/30/17	57.78
00717195	13822	XCEL ENERGY	11/30/17	60.97
00717196	13822	XCEL ENERGY	11/30/17	72.95
00717197	13822	XCEL ENERGY	11/30/17	90.02
00717198	13822	XCEL ENERGY	11/30/17	94.54
00717199	13822	XCEL ENERGY	11/30/17	112.21
00717200	13822	XCEL ENERGY	11/30/17	141.50
00717201	13822	XCEL ENERGY	11/30/17	110.50
00717202	13822	XCEL ENERGY	11/30/17	545.90
00717203	13822	XCEL ENERGY	11/30/17	649.34
00717204	13822	XCEL ENERGY	11/30/17	1,132.67

Fund Total

18,661.70

Net Warrants by Fund Detail

44Water and Wastewater Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00717034	2381	COLO ANALYTICAL LABORATORY	11/27/17	26.00
00717103	88281	ALBERTS WATER & WASTEWATER SER	11/28/17	3,000.00
00717205	13822	XCEL ENERGY	11/30/17	1,078.91
Fund Total				4,104.91

County of Adams
Net Warrants by Fund Detail

94

Sheriff Payables

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00716970	33480	COLO BUREAU OF INVESTIGATION	11/21/17	8,297.50
Fund Total				8,297.50

County of Adams
Net Warrants by Fund Detail

Grand Total 1,450,167.35

County of Adams
Vendor Payment Report

<u>9418</u>	<u>Administrative Cost Pool</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	GROWING HOME INC	00034	913269	293458	11/28/17	<u>7,903.07</u>
					Account Total	<u>7,903.07</u>
					Department Total	<u><u>7,903.07</u></u>

County of Adams
Vendor Payment Report

<u>4302</u>	<u>Airport Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00043	913089	293378	11/27/17	12.30
	XCEL ENERGY	00043	913091	293378	11/27/17	15.21
					Account Total	27.51
	Water/Sewer/Sanitation					
	SB PORTA BOWL RESTROOMS INC	00043	912701	292977	11/20/17	396.00
					Account Total	396.00
					Department Total	423.51

County of Adams
Vendor Payment Report

<u>4308</u>	<u>Airport ATCT</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00043	913090	293378	11/27/17	14.07
	XCEL ENERGY	00043	913103	293382	11/27/17	1,132.67
					Account Total	<u>1,146.74</u>
					Department Total	<u><u>1,146.74</u></u>

County of Adams
Vendor Payment Report

<u>4303</u>	<u>Airport FBO</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00043	912980	293216	11/22/17	87.31
					Account Total	87.31
	Licenses and Fees					
	STATE OF COLORADO	00043	912871	293093	11/21/17	.40-
	STATE OF COLORADO	00043	912872	293093	11/21/17	.62-
					Account Total	1.02-
					Department Total	86.29

County of Adams
Vendor Payment Report

<u>4304</u>	<u>Airport Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	NRG DGPV FUND 1 LLC	00043	912694	292977	11/20/17	424.84
	NRG DGPV FUND 1 LLC	00043	912695	292977	11/20/17	938.05
	NRG DGPV FUND 1 LLC	00043	912697	292977	11/20/17	1,213.41
	NRG DGPV FUND 1 LLC	00043	912699	292977	11/20/17	429.29
	XCEL ENERGY	00043	912977	293216	11/22/17	12.90
	XCEL ENERGY	00043	912978	293216	11/22/17	20.80
	XCEL ENERGY	00043	912979	293216	11/22/17	376.43
	XCEL ENERGY	00043	912979	293216	11/22/17	396.22-
	XCEL ENERGY	00043	912979	293216	11/22/17	54.92
	XCEL ENERGY	00043	912981	293216	11/22/17	38.83
	XCEL ENERGY	00043	912981	293216	11/22/17	59.01
	XCEL ENERGY	00043	912991	293223	11/22/17	132.18
	XCEL ENERGY	00043	912992	293223	11/22/17	789.45
	XCEL ENERGY	00043	912992	293223	11/22/17	473.84-
	XCEL ENERGY	00043	912993	293223	11/22/17	580.69
	XCEL ENERGY	00043	912995	293223	11/22/17	1,445.37
	XCEL ENERGY	00043	912995	293223	11/22/17	552.90
	XCEL ENERGY	00043	913092	293378	11/27/17	57.78
	XCEL ENERGY	00043	913093	293378	11/27/17	60.97
	XCEL ENERGY	00043	913094	293379	11/27/17	72.95
	XCEL ENERGY	00043	913095	293379	11/27/17	24.59
	XCEL ENERGY	00043	913095	293379	11/27/17	65.43
	XCEL ENERGY	00043	913096	293379	11/27/17	94.54
	XCEL ENERGY	00043	913097	293379	11/27/17	112.21
	XCEL ENERGY	00043	913098	293379	11/27/17	141.50
	XCEL ENERGY	00043	913100	293382	11/27/17	110.50
	XCEL ENERGY	00043	913101	293382	11/27/17	629.54
	XCEL ENERGY	00043	913101	293382	11/27/17	290.20
	XCEL ENERGY	00043	913101	293382	11/27/17	373.84-
	XCEL ENERGY	00043	913102	293382	11/27/17	1,258.28
	XCEL ENERGY	00043	913102	293382	11/27/17	608.94-
					Account Total	8,134.72
					Department Total	8,134.72

County of Adams
Vendor Payment Report

<u>3161</u>	<u>Animal Shelter</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Buildings					
	NEW BRANTNER DITCH COMPANY	00004	912929	293195	11/22/17	6,000.00
					Account Total	6,000.00
					Department Total	6,000.00

County of Adams
Vendor Payment Report

<u>2051</u>	<u>ANS - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Animal Control/Shelter					
	SAILAS DENISE	00001	913064	293354	11/27/17	50.00
					Account Total	50.00
	Temporary Labor					
	RANDSTAD US LP	00001	912821	292997	11/20/17	571.92
	RANDSTAD US LP	00001	913194	293454	11/28/17	571.92
					Account Total	1,143.84
					Department Total	<u>1,193.84</u>

County of Adams
Vendor Payment Report

<u>1011</u>	<u>Board of County Commissioners</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	CCI	00001	912819	292995	11/20/17	450.00
	CCI	00001	912819	292995	11/20/17	450.00
	CCI	00001	912819	292995	11/20/17	450.00
					Account Total	<u>1,350.00</u>
					Department Total	<u><u>1,350.00</u></u>

County of Adams
Vendor Payment Report

<u>4306</u>	<u>Cafe</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Snack Bar Supplies, Rep & Main					
	PARAGON DINING SERVICES	00043	912700	292977	11/20/17	<u>8,469.42</u>
					Account Total	<u>8,469.42</u>
					Department Total	<u><u>8,469.42</u></u>

County of Adams
Vendor Payment Report

<u>4</u>	<u>Capital Facilities Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Retainages Payable					
	COMMUNICATION CONSTRUCTION & E	00004	912824	292999	11/20/17	706.70
	FCI CONSTRUCTORS INC	00004	912829	292999	11/20/17	246,791.58
					Account Total	247,498.28
					Department Total	247,498.28

County of Adams
Vendor Payment Report

<u>2055</u>	<u>Control/Enforcement</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	NORTHSIDE EMERGENCY PET CLINIC	00001	912522	292762	11/16/17	<u>50.00</u>
					Account Total	<u>50.00</u>
					Department Total	<u><u>50.00</u></u>

County of Adams
Vendor Payment Report

<u>1041</u>	<u>County Assessor</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	COLO ASSESSORS ASSN	00001	912682	292913	11/17/17	<u>750.00</u>
					Account Total	<u>750.00</u>
					Department Total	<u><u>750.00</u></u>

County of Adams
Vendor Payment Report

<u>1013</u>	<u>County Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	BARR JEFFREY	00001	912526	292765	11/16/17	6,956.25
	CHRISTENSEN DAISY	00001	912529	292765	11/16/17	3,187.50
	LESLIE BRIAN	00001	912528	292765	11/16/17	6,168.75
	NASTRO DEBORAH	00001	912530	292765	11/16/17	4,687.50
	STAMP ROBERT	00001	912525	292765	11/16/17	5,925.00
	WEHNER RUSS	00001	912527	292765	11/16/17	6,150.00
					Account Total	33,075.00
					Department Total	33,075.00

County of Adams
Vendor Payment Report

<u>2031</u>	<u>County Coroner</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	CROWN LIFT TRUCKS	00001	912588	292778	11/16/17	98.00
					Account Total	98.00
	Medical Services					
	CARUSO JAMES LOUIS	00001	912576	292778	11/16/17	4,100.00
	CARUSO JAMES LOUIS	00001	912592	292778	11/16/17	6,150.00
	FRANK MEREDITH ANN	00001	912582	292778	11/16/17	2,050.00
					Account Total	12,300.00
	Minor Equipment					
	KENNY ELECTRIC SERVICE INC	00001	912597	292778	11/16/17	1,255.50
					Account Total	1,255.50
	Operating Supplies					
	ARAMARK REFRESHMENT SERVICES	00001	912573	292778	11/16/17	143.96
	ARAMARK REFRESHMENT SERVICES	00001	912575	292778	11/16/17	111.14
	ARAMARK REFRESHMENT SERVICES	00001	912593	292778	11/16/17	269.82
	SOUTHLAND MEDICAL LLC	00001	912580	292778	11/16/17	1,027.60
	SOUTHLAND MEDICAL LLC	00001	912581	292778	11/16/17	90.00
					Account Total	1,642.52
	Other Communications					
	AMERICAN MESSAGING	00001	912591	292778	11/16/17	35.23
					Account Total	35.23
	Other Professional Serv					
	ARIAS REBECCA M	00001	912584	292778	11/16/17	1,680.00
	ARIAS REBECCA M	00001	912585	292778	11/16/17	1,840.00
	ARIAS REBECCA M	00001	912988	293220	11/22/17	1,760.00
	ARIAS REBECCA M	00001	912989	293220	11/22/17	1,760.00
	BASELINE ASSOCIATES INC	00001	912590	292778	11/16/17	140.00
	COLO OCCUPATIONAL MEDICINE PHY	00001	912574	292778	11/16/17	430.00
	FEDEX	00001	912587	292778	11/16/17	39.35
	FEDEX	00001	912589	292778	11/16/17	31.30
	FEDEX	00001	912595	292778	11/16/17	8.41
	FEDEX	00001	912983	293220	11/22/17	10.73
	FIRST CALL OF COLO	00001	912598	292778	11/16/17	2,100.00
	FIRST CALL OF COLO	00001	912599	292778	11/16/17	2,700.00

County of Adams
Vendor Payment Report

<u>2031</u>	<u>County Coroner</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	FIRST CALL OF COLO	00001	912600	292778	11/16/17	3,750.00
	LANGUAGE LINE SERVICES	00001	912583	292778	11/16/17	59.86
	NMS LABS	00001	912577	292778	11/16/17	10,305.00
	NMS LABS	00001	912985	293220	11/22/17	8,573.00
	PERKINELMER GENETICS	00001	912594	292778	11/16/17	50.00
	PERKINELMER GENETICS	00001	912990	293220	11/22/17	50.00
	STOEFFLER REBECCA E	00001	912586	292778	11/16/17	1,026.00
	STOEFFLER REBECCA E	00001	912987	293220	11/22/17	1,215.00
	UNIPATH	00001	912578	292778	11/16/17	1,251.00
	UNIPATH	00001	912596	292778	11/16/17	1,893.00
	UNIPATH	00001	912984	293220	11/22/17	100.00
					Account Total	40,772.65
					Department Total	56,103.90

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	912868	293092	11/21/17	48,985.60
	I70 SCOUT THE	00001	912241	292458	11/13/17	3,659.04
					Account Total	52,644.64
	Printing External					
	SIR SPEEDY	00001	912867	293092	11/21/17	298.05
					Account Total	298.05
	Treasurer-Redemptions					
	ADAMS COUNTY TREASURER	00001	912866	293092	11/21/17	62.33
					Account Total	62.33
					Department Total	53,005.02

County of Adams
Vendor Payment Report

<u>941016</u>	<u>CDBG</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Inst.-Pgm. Cst					
	NORTHGLENN CITY OF	00030	912790	292991	11/20/17	<u>9,787.54</u>
					Account Total	<u>9,787.54</u>
					Department Total	<u><u>9,787.54</u></u>

County of Adams
Vendor Payment Report

<u>1022</u>	<u>CLK Elections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Legal Notices					
	METROWEST NEWSPAPERS	00001	912909	293106	11/21/17	141.24
					Account Total	141.24
	Mileage Reimbursements					
	ALEXANDER BRYCE	00001	912776	292988	11/20/17	10.70
	GUERRERO CLAUDIA	00001	912996	293238	11/22/17	22.52
	RODRIGUEZ JODY	00001	912778	292988	11/20/17	19.80
					Account Total	53.02
					Department Total	194.26

County of Adams
Vendor Payment Report

<u>1023</u>	<u>CLK Motor Vehicle</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	ALEXANDER BRYCE	00001	912774	292988	11/20/17	11.77
					Account Total	11.77
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00001	912897	293106	11/21/17	16.21
	ALSCO AMERICAN INDUSTRIAL	00001	912898	293106	11/21/17	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	912899	293106	11/21/17	18.41
	ALSCO AMERICAN INDUSTRIAL	00001	912900	293106	11/21/17	16.21
	ALSCO AMERICAN INDUSTRIAL	00001	912901	293106	11/21/17	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	912907	293106	11/21/17	18.41
	ALSCO AMERICAN INDUSTRIAL	00001	912908	293106	11/21/17	16.21
					Account Total	139.23
					Department Total	151.00

County of Adams
Vendor Payment Report

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Court Reporting Transcripts					
	MAZE AMANDA	00001	913450	293556	11/29/17	231.00
					Account Total	231.00
	Grants to Other Instit					
	CASA OF ADAMS & BROOMFIELD COU	00001	912888	293101	11/21/17	2,500.00
					Account Total	2,500.00
	Mileage Reimbursements					
	MAYER LISA	00001	912893	293101	11/21/17	139.58
	MAYER LISA	00001	912894	293101	11/21/17	91.86
	VOLKER LUKE J	00001	912895	293101	11/21/17	111.28
					Account Total	342.72
	Other Communications					
	GOVERNOR'S OFFICE OF IT	00001	912890	293101	11/21/17	820.70
					Account Total	820.70
	Other Professional Serv					
	MILLER SUVI	00001	913451	293556	11/29/17	580.00
	VANINO SHERI DR LLC	00001	913452	293556	11/29/17	648.02
					Account Total	1,228.02
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	912683	292921	11/17/17	254.59
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	912683	292921	11/17/17	174.64
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	912683	292921	11/17/17	98.21
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	913088	293373	11/27/17	23.62
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	913088	293373	11/27/17	151.20
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	913088	293373	11/27/17	139.58
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	913088	293373	11/27/17	101.47
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	913449	293556	11/29/17	29.76
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	913449	293556	11/29/17	144.40
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	913449	293556	11/29/17	223.96
					Account Total	1,341.43
					Department Total	6,463.87

County of Adams
Vendor Payment Report

<u>9261</u>	<u>DA- Diversion Project</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	ALVAREZ MEGAN	00001	912885	293101	11/21/17	<u>213.89</u>
					Account Total	<u>213.89</u>
					Department Total	<u><u>213.89</u></u>

County of Adams
Vendor Payment Report

<u>7041</u>	<u>Economic Development Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	RUTTER JENNIFER	00001	913104	293384	11/27/17	147.00
					Account Total	147.00
					Department Total	147.00

County of Adams
Vendor Payment Report

<u>2041</u>	<u>Emerg Mngt-Administraion</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	REGROUP	00001	912825	293000	11/20/17	<u>6,210.00</u>
					Account Total	<u>6,210.00</u>
					Department Total	<u><u>6,210.00</u></u>

County of Adams
Vendor Payment Report

<u>6</u>	<u>Equipment Service Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	A & E TIRE INC	00006	913190	293447	11/28/17	3,179.56
	ABRA AUTO BODY & GLASS	00006	913184	293447	11/28/17	160.00
	ABRA AUTO BODY & GLASS	00006	913185	293447	11/28/17	25.00
	ABRA AUTO BODY & GLASS	00006	913186	293447	11/28/17	160.00
	ABRA AUTO BODY & GLASS	00006	913187	293447	11/28/17	160.00
	SAM HILL OIL INC	00006	913178	293447	11/28/17	1,414.84
	SAM HILL OIL INC	00006	913179	293447	11/28/17	1,140.37
	SAM HILL OIL INC	00006	913180	293447	11/28/17	1,758.98
	SAM HILL OIL INC	00006	913181	293447	11/28/17	1,099.70
	SAM HILL OIL INC	00006	913189	293447	11/28/17	12,824.53
					Account Total	21,922.98
					Department Total	21,922.98

County of Adams
Vendor Payment Report

<u>9241</u>	<u>Extension- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	ANDERSON CASSIE	00001	912523	292763	11/16/17	<u>225.24</u>
					Account Total	<u>225.24</u>
					Department Total	<u><u>225.24</u></u>

County of Adams
Vendor Payment Report

<u>5025</u>	<u>Facilities Club House Maint.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	AAA PEST PROS	00005	912928	293195	11/22/17	<u>35.00</u>
					Account Total	<u>35.00</u>
					Department Total	<u><u>35.00</u></u>

County of Adams
Vendor Payment Report

<u>43</u>	<u>Front Range Airport</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	912871	293093	11/21/17	385.40
	STATE OF COLORADO	00043	912872	293093	11/21/17	15.62
					Account Total	<u>401.02</u>
					Department Total	<u><u>401.02</u></u>

County of Adams
Vendor Payment Report

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	BENNETT TOWN OF	00001	912934	293195	11/22/17	1,500.00
	IC CHAMBERS LP	00001	912930	293195	11/22/17	6,254.16
	WESTAR REAL PROPERTY SERVICES	00001	912931	293195	11/22/17	14,281.36
					Account Total	22,035.52
	Gas & Electricity					
	Energy Cap Bill ID=7870	00001	912922	293189	11/10/17	201.87
					Account Total	201.87
	Maintenance Contracts					
	AAA PEST PROS	00001	912928	293195	11/22/17	200.00
					Account Total	200.00
					Department Total	22,437.39

County of Adams
Vendor Payment Report

<u>1075</u>	<u>FO - Administration Bldg</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7871	00001	912920	293189	11/09/17	426.80
					Account Total	426.80
	Maintenance Contracts					
	AAA PEST PROS	00001	912928	293195	11/22/17	80.00
					Account Total	80.00
					Department Total	506.80

County of Adams
Vendor Payment Report

<u>1066</u>	<u>FO - ADA</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	ARCO CONCRETE INC	00001	912935	293195	11/22/17	<u>4,205.00</u>
					Account Total	<u>4,205.00</u>
					Department Total	<u><u>4,205.00</u></u>

County of Adams
Vendor Payment Report

<u>1113</u>	<u>FO - Children & Family Service</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	912928	293195	11/22/17	<u>40.00</u>
					Account Total	<u>40.00</u>
					Department Total	<u><u>40.00</u></u>

County of Adams
Vendor Payment Report

<u>1060</u>	<u>FO - Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	912928	293195	11/22/17	<u>60.00</u>
					Account Total	<u>60.00</u>
					Department Total	<u><u>60.00</u></u>

County of Adams
Vendor Payment Report

<u>1114</u>	<u>FO - District Attorney Bldg.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	912928	293195	11/22/17	<u>60.00</u>
					Account Total	<u>60.00</u>
					Department Total	<u><u>60.00</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>
	Maintenance Contracts					
	AAA PEST PROS	00050	912928	293195	11/22/17	<u>40.00</u>
					Account Total	<u>40.00</u>
					Department Total	<u><u>40.00</u></u>

County of Adams
Vendor Payment Report

<u>1077</u>	<u>FO - Government Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	BROWN BROTHERS WATERPROOFING L	00001	912938	293195	11/22/17	2,711.00
	C & R ELECTRICAL CONTRACTORS I	00001	912939	293195	11/22/17	472.50
					Account Total	3,183.50
	Maintenance Contracts					
	AAA PEST PROS	00001	912928	293195	11/22/17	145.00
					Account Total	145.00
					Department Total	3,328.50

County of Adams
Vendor Payment Report

<u>1070</u>	<u>FO - Honnen/Plan&Devel/MV Ware</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	912928	293195	11/22/17	160.00
					Account Total	160.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7872	00001	912916	293189	11/13/17	420.29
	Energy Cap Bill ID=7874	00001	912917	293189	11/13/17	23.20
	Energy Cap Bill ID=7875	00001	912918	293189	11/13/17	44.30
	Energy Cap Bill ID=7876	00001	912919	293189	11/13/17	44.30
					Account Total	532.09
					Department Total	692.09

County of Adams
Vendor Payment Report

<u>1067</u>	<u>FO - Human Service Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	912928	293195	11/22/17	<u>50.00</u>
					Account Total	<u>50.00</u>
					Department Total	<u><u>50.00</u></u>

County of Adams
Vendor Payment Report

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	WEATHERSURE	00001	912936	293195	11/22/17	1,260.00
					Account Total	1,260.00
	Maintenance Contracts					
	AAA PEST PROS	00001	912928	293195	11/22/17	110.00
					Account Total	110.00
					Department Total	1,370.00

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>
	Maintenance Contracts					
	AAA PEST PROS	00001	912928	293195	11/22/17	325.00
	INDUSTRIAL BURNER SERVICE INC	00001	912937	293195	11/22/17	485.00
					Account Total	<u>810.00</u>
					Department Total	<u><u>810.00</u></u>

County of Adams
Vendor Payment Report

<u>1072</u>	<u>FO - West Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	912928	293195	11/22/17	40.00
					Account Total	40.00
	Repair & Maint Supplies					
	ADAMS COUNTY TRANSPORTATION	00001	912924	293195	11/22/17	278.52
					Account Total	278.52
					Department Total	<u>318.52</u>

County of Adams
Vendor Payment Report

<u>1076</u>	<u>FO-Adams County Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	912928	293195	11/22/17	65.00
					Account Total	<u>65.00</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7873	00001	912921	293189	11/13/17	1,559.72
					Account Total	<u>1,559.72</u>
					Department Total	<u><u>1,624.72</u></u>

County of Adams
Vendor Payment Report

<u>1069</u>	<u>FO-Animal Shelter Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	912928	293195	11/22/17	<u>55.00</u>
					Account Total	<u>55.00</u>
					Department Total	<u><u>55.00</u></u>

County of Adams
Vendor Payment Report

<u>1112</u>	<u>FO-Sheriff HQ/Coroner Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	912928	293195	11/22/17	<u>55.00</u>
					Account Total	<u>55.00</u>
					Department Total	<u><u>55.00</u></u>

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Collateral Deposits Payable					
	DELWEST DEVELOPMENT CORP	00001	912910	293105	11/21/17	237,549.00
					Account Total	237,549.00
	Received not Vouchered Clrg					
	ALLIED UNIVERSAL SECURITY SERV	00001	912679	292906	11/17/17	16,200.38
	ALLIED UNIVERSAL SECURITY SERV	00001	912956	293208	11/22/17	1,612.80
	AURORA CITY OF	00001	912852	293013	11/20/17	28,530.00
	BREAK THRU BEVERAGE	00001	912823	292999	11/20/17	541.06
	BROWN BROTHERS WATERPROOFING L	00001	913017	293351	11/27/17	28,280.00
	BUTLER SNOW LLP	00001	913007	293351	11/27/17	9,933.50
	CHEMATOX LABORATORY INC	00001	912889	293102	11/21/17	1,500.00
	CINTAS CORPORATION #66	00001	912957	293208	11/22/17	138.03
	CIVITAS LLC	00001	913182	293447	11/28/17	10,750.00
	COMMERCIAL CLEANING SYSTEMS	00001	913031	293351	11/27/17	18,165.84
	COMMERCIAL CLEANING SYSTEMS	00001	913031	293351	11/27/17	4,057.47
	COMMERCIAL CLEANING SYSTEMS	00001	913031	293351	11/27/17	4,240.43
	COMMERCIAL CLEANING SYSTEMS	00001	913031	293351	11/27/17	420.54
	COMMERCIAL CLEANING SYSTEMS	00001	913031	293351	11/27/17	2,911.76
	COMMERCIAL CLEANING SYSTEMS	00001	913031	293351	11/27/17	1,325.76
	COMMERCIAL CLEANING SYSTEMS	00001	913031	293351	11/27/17	6,585.68
	COMMERCIAL CLEANING SYSTEMS	00001	913031	293351	11/27/17	3,690.57
	COMMERCIAL CLEANING SYSTEMS	00001	913031	293351	11/27/17	799.02
	COMMERCIAL CLEANING SYSTEMS	00001	913031	293351	11/27/17	1,634.09
	COMMERCIAL CLEANING SYSTEMS	00001	913031	293351	11/27/17	791.14
	COMMERCIAL CLEANING SYSTEMS	00001	913031	293351	11/27/17	1,553.67
	COMMERCIAL CLEANING SYSTEMS	00001	913031	293351	11/27/17	422.40
	COMMERCIAL CLEANING SYSTEMS	00001	913031	293351	11/27/17	619.72
	COMMERCIAL CLEANING SYSTEMS	00001	913031	293351	11/27/17	578.85
	COMMERCIAL CLEANING SYSTEMS	00001	913031	293351	11/27/17	419.31
	COMMERCIAL CLEANING SYSTEMS	00001	913031	293351	11/27/17	683.85
	COMMERCIAL CLEANING SYSTEMS	00001	913031	293351	11/27/17	26,217.65
	COMMERCIAL CLEANING SYSTEMS	00001	913031	293351	11/27/17	690.68
	COMMUNITY REACH CENTER	00001	912680	292906	11/17/17	40,993.00
	COMPLETE EQUITY MARKETS	00001	913034	293351	11/27/17	93,932.00
	DENOVO VENTURES LLC	00001	912949	293208	11/22/17	277.50

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>
	DENOVO VENTURES LLC	00001	913183	293447	11/28/17	92.50
	FOUR WINDS INTERACTIVE LLC	00001	912948	293208	11/22/17	4,821.38
	GALLS LLC	00001	912891	293102	11/21/17	4,995.00
	GLOBAL TECHNOLOGY RESOURCES IN	00001	912951	293208	11/22/17	52,720.86
	HELTON & WILLIAMSEN PC	00001	913004	293351	11/27/17	477.00
	HILL & ROBBINS	00001	913193	293447	11/28/17	690.60
	IDEXX DISTRIBUTION INC	00001	913014	293351	11/27/17	1,817.13
	JAY O'DAY INC	00001	912892	293102	11/21/17	4,361.06
	LOPEZ MARCUS	00001	912838	293005	11/20/17	330.00
	METRO NORTH LTD	00001	912952	293208	11/22/17	1,025.00
	METRO NORTH LTD	00001	912953	293208	11/22/17	1,025.00
	MICHELSON FOUND ANIMALS FOUNDA	00001	913012	293351	11/27/17	3,071.74
	MWI VETERINARY SUPPLY CO	00001	912830	292999	11/20/17	5,794.84
	MWI VETERINARY SUPPLY CO	00001	912831	292999	11/20/17	85.08
	MWI VETERINARY SUPPLY CO	00001	912832	292999	11/20/17	121.25
	MWI VETERINARY SUPPLY CO	00001	912833	292999	11/20/17	89.16
	MWI VETERINARY SUPPLY CO	00001	912834	292999	11/20/17	357.93
	MWI VETERINARY SUPPLY CO	00001	912835	292999	11/20/17	29.55
	MWI VETERINARY SUPPLY CO	00001	912836	292999	11/20/17	542.70
	MWI VETERINARY SUPPLY CO	00001	912837	292999	11/20/17	421.50
	MWI VETERINARY SUPPLY CO	00001	913008	293351	11/27/17	251.44
	MWI VETERINARY SUPPLY CO	00001	913009	293351	11/27/17	60.34
	MWI VETERINARY SUPPLY CO	00001	913009	293351	11/27/17	84.23
	MWI VETERINARY SUPPLY CO	00001	913010	293351	11/27/17	91.22
	MWI VETERINARY SUPPLY CO	00001	913011	293351	11/27/17	27.15
	MWI VETERINARY SUPPLY CO	00001	913013	293351	11/27/17	542.25
	MWI VETERINARY SUPPLY CO	00001	913105	293411	11/28/17	1,140.04
	NICOLETTI-FLATER ASSOCIATES	00001	912681	292906	11/17/17	2,850.00
	NICOLETTI-FLATER ASSOCIATES	00001	912839	293005	11/20/17	1,100.00
	NICOLETTI-FLATER ASSOCIATES	00001	912839	293005	11/20/17	900.00
	NORCHEM DRUG TESTING LABORATOR	00001	912840	293005	11/20/17	19.30
	OLD VINE PINNACLE ASSOCIATES	00001	912954	293208	11/22/17	800.00
	OLD VINE PINNACLE ASSOCIATES	00001	912955	293208	11/22/17	800.00
	PFX PET SUPPLY	00001	912958	293208	11/22/17	357.00
	PFX PET SUPPLY	00001	912959	293208	11/22/17	101.75
	ROADRUNNER PHARMACY INCORPORAT	00001	913106	293411	11/28/17	262.63

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>
	SAM QUINONES INC	00001	913195	293455	11/28/17	10,000.00
	SHERMAN & HOWARD LLC	00001	913192	293447	11/28/17	2,443.75
	SPECTRA CONTRACT FLOORING SERV	00001	913029	293351	11/27/17	295.00
	SPECTRA CONTRACT FLOORING SERV	00001	913030	293351	11/27/17	300.00
	SYSTEMS GROUP	00001	913018	293351	11/27/17	300.00
	SYSTEMS GROUP	00001	913019	293351	11/27/17	300.00
	SYSTEMS GROUP	00001	913020	293351	11/27/17	300.00
	SYSTEMS GROUP	00001	913022	293351	11/27/17	300.00
	SYSTEMS GROUP	00001	913024	293351	11/27/17	300.00
	SYSTEMS GROUP	00001	913025	293351	11/27/17	300.00
	SYSTEMS GROUP	00001	913026	293351	11/27/17	300.00
	SYSTEMS GROUP	00001	913027	293351	11/27/17	1,200.00
	ZAYO GROUP HOLDINGS INC	00001	912950	293208	11/22/17	1,975.00
					Account Total	<u>419,067.08</u>
					Department Total	<u><u>656,616.08</u></u>

County of Adams
Vendor Payment Report

<u>5026</u>	<u>Golf Course- Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	913441	293552	11/29/17	3,108.72
	UNITED POWER (UNION REA)	00005	913442	293552	11/29/17	495.69
	UNITED POWER (UNION REA)	00005	913443	293552	11/29/17	128.04
	UNITED POWER (UNION REA)	00005	913446	293552	11/29/17	3,694.75
	UNITED POWER (UNION REA)	00005	913446	293552	11/29/17	30.65
	XCEL ENERGY	00005	913440	293552	11/29/17	520.33
					Account Total	<u>7,978.18</u>
					Department Total	<u><u>7,978.18</u></u>

County of Adams
Vendor Payment Report

<u>5021</u>	<u>Golf Course- Pro Shop</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	913444	293552	11/29/17	191.54
	UNITED POWER (UNION REA)	00005	913446	293552	11/29/17	2,378.52
					Account Total	2,570.06
					Department Total	2,570.06

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					
	AUDIOLOGY SYSTEMS INC	00031	913087	293367	11/27/17	4,862.76
	EON OFFICE PRODUCTS	00031	913107	293411	11/28/17	7,978.66
	EON OFFICE PRODUCTS	00031	913108	293411	11/28/17	833.92
	EON OFFICE PRODUCTS	00031	913109	293411	11/28/17	179.06
	EON OFFICE PRODUCTS	00031	913110	293411	11/28/17	30.10
	LAKESHORE LEARNING MATERIALS	00031	913111	293411	11/28/17	6,578.42
					Account Total	20,462.92
					Department Total	20,462.92

County of Adams
Vendor Payment Report

<u>1015</u>	<u>Human Resources- Admin</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	CLIFTON JOHN	00001	912961	293211	11/22/17	320.18
	CLIFTON JOHN	00001	912961	293211	11/22/17	13.99
	CLIFTON JOHN	00001	912961	293211	11/22/17	12.00
					Account Total	<u>346.17</u>
					Department Total	<u><u>346.17</u></u>

County of Adams
Vendor Payment Report

<u>1079</u>	<u>Human Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00001	912932	293195	11/22/17	<u>3,529.19</u>
					Account Total	<u>3,529.19</u>
					Department Total	<u><u>3,529.19</u></u>

County of Adams
Vendor Payment Report

<u>935117</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Interpreting Services					
	CESCO LINGUISTIC SERVICE INC 2	00031	913066	293355	11/27/17	50.00
	CESCO LINGUISTIC SERVICE INC 2	00031	913067	293355	11/27/17	145.20
	CESCO LINGUISTIC SERVICE INC 2	00031	913068	293355	11/27/17	60.00
					Account Total	<u>255.20</u>
	Mileage Reimbursements					
	LUJAN MONICA	00031	913069	293355	11/27/17	80.73
					Account Total	<u>80.73</u>
					Department Total	<u><u>335.93</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					
	BERG HILL GREENLEAF & RUSCITTI	00019	913113	293411	11/28/17	18,085.01
	LEONARD KELLY K	00019	912946	293208	11/22/17	198.66
	LEONARD KELLY K	00019	912946	293208	11/22/17	156.75
	LEONARD KELLY K	00019	912947	293208	11/22/17	1,869.67
					Account Total	20,310.09
					Department Total	20,310.09

County of Adams
Vendor Payment Report

<u>8611</u>	<u>Insurance- Property/Casualty</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Auto Physical Damage					
	LAMBERT ALEXANDER	00019	912960	293211	11/22/17	2,128.09
					Account Total	2,128.09
					Department Total	2,128.09

County of Adams
Vendor Payment Report

<u>1056</u>	<u>IT Help Desk & Servers</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	CGAIT	00001	913559	293654	11/30/17	<u>3,400.50</u>
					Account Total	<u>3,400.50</u>
					Department Total	<u><u>3,400.50</u></u>

County of Adams
Vendor Payment Report

<u>1058</u>	<u>IT Network/Telecom</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	COMMUNICATION CONSTRUCTION & E	00001	912982	293219	11/22/17	4,190.00
	UTILITY NOTIFICATION CENTER OF	00001	912986	293219	11/22/17	379.90
					Account Total	4,569.90
	Telephone					
	TDS TELECOM	00001	912669	292884	11/17/17	839.49
					Account Total	839.49
					Department Total	5,409.39

County of Adams
Vendor Payment Report

<u>1081</u>	<u>Long Range Strategic Planning</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	BERUBE ANNELI	00001	913063	293354	11/27/17	25.00
					Account Total	25.00
	Mileage Reimbursements					
	BERUBE ANNELI	00001	913062	293354	11/27/17	27.18
					Account Total	27.18
					Department Total	52.18

County of Adams
Vendor Payment Report

<u>1111</u>	<u>Parks Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7877	00001	912923	293189	10/26/17	253.85
	XCEL ENERGY	00001	912933	293195	11/22/17	540.61
					Account Total	794.46
	Maintenance Contracts					
	AAA PEST PROS	00001	912928	293195	11/22/17	395.00
					Account Total	395.00
					Department Total	1,189.46

County of Adams
Vendor Payment Report

<u>1010</u>	<u>Public Information Office</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Multi-Media Services					
	CHABRA AMAN	00001	913065	293354	11/27/17	<u>10.00</u>
					Account Total	<u>10.00</u>
					Department Total	<u><u>10.00</u></u>

County of Adams
Vendor Payment Report

<u>5010</u>	<u>PKS- Fair & Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Regional Park Concessions					
	AIRGAS USA LLC	00001	912925	293194	11/22/17	54.32
					Account Total	54.32
	Regional Park Rentals					
	CARREON VIANEY	00001	912842	293008	11/20/17	400.00
	DELAO VERONICA	00001	912843	293008	11/20/17	700.00
	LEGACY HIGH SCHOOL FOOTBALL BO	00001	912845	293008	11/20/17	650.00
	PITTMAN MATT	00001	912927	293194	11/22/17	1,650.00
	QUINTANA SARA	00001	912846	293008	11/20/17	150.00
	SUPERFLY MARKETING GROUP LLC	00001	912787	292989	11/20/17	8,000.00
	VALDEZ JOSEPH	00001	912847	293008	11/20/17	500.00
	VAZQUEZ CHRISTIAN	00001	912848	293008	11/20/17	400.00
					Account Total	12,450.00
	Security Service					
	ALLIED UNIVERSAL SECURITY SERV	00001	912926	293194	11/22/17	113.12
					Account Total	113.12
					Department Total	<u>12,617.44</u>

County of Adams
Vendor Payment Report

<u>5012</u>	<u>PKS- Regional Complex</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	G & K SERVICES	00001	912844	293008	11/20/17	<u>199.42</u>
					Account Total	<u>199.42</u>
					Department Total	<u><u>199.42</u></u>

County of Adams
Vendor Payment Report

<u>5016</u>	<u>PKS- Trail Ranger Patrol</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00001	912849	293008	11/20/17	215.81
	XCEL ENERGY	00001	912850	293008	11/20/17	226.78
	XCEL ENERGY	00001	912851	293008	11/20/17	10.72
					Account Total	<u>453.31</u>
					Department Total	<u><u>453.31</u></u>

County of Adams
Vendor Payment Report

<u>13</u>	<u>Road & Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ALBERT FREI & SONS INC	00013	912968	293213	11/22/17	4,993.67
	ALBERT FREI & SONS INC	00013	912969	293213	11/22/17	1,184.86
	ALBERT FREI & SONS INC	00013	912970	293213	11/22/17	17,844.34
	ALBERT FREI & SONS INC	00013	912971	293213	11/22/17	14,839.57
	ALBERT FREI & SONS INC	00013	912972	293213	11/22/17	9,736.52
	ALBERT FREI & SONS INC	00013	912973	293213	11/22/17	12,901.54
	ALBERT FREI & SONS INC	00013	912974	293213	11/22/17	15,502.90
	ALBERT FREI & SONS INC	00013	912975	293213	11/22/17	10,608.30
	ASPHALT SPECIALTIES CO INC	00013	912965	293213	11/22/17	4,579.30
	BRANNAN SAND & GRAVEL COMPANY	00013	912966	293213	11/22/17	483.39
	BRANNAN SAND & GRAVEL COMPANY	00013	912967	293213	11/22/17	2,398.09
	JK TRANSPORTS INC	00013	912963	293213	11/22/17	24,435.00
	JK TRANSPORTS INC	00013	912964	293213	11/22/17	855.00
	W L CONTRACTORS INC	00013	912976	293213	11/22/17	8,836.93
					Account Total	129,199.41
					Department Total	129,199.41

County of Adams
Vendor Payment Report

<u>94</u>	<u>Sheriff Payables</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Fingerprint Cards - CBI					
	COLO BUREAU OF INVESTIGATION	00094	912676	292903	11/17/17	<u>8,297.50</u>
					Account Total	<u>8,297.50</u>
					Department Total	<u><u>8,297.50</u></u>

County of Adams
Vendor Payment Report

<u>2070</u>	<u>SHF - Booking Fee</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	COMMUNITY REACH CENTER	00001	912617	292785	11/16/17	<u>5,109.99</u>
					Account Total	<u>5,109.99</u>
					Department Total	<u><u>5,109.99</u></u>

County of Adams
Vendor Payment Report

<u>2008</u>	<u>SHF - Training Academy</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	912616	292785	11/16/17	248.23
	NORTH METRO FIRE RESCUE	00001	912628	292785	11/16/17	1,200.00
	PEACE OFFICER STANDARDS	00001	912610	292785	11/16/17	300.00
					Account Total	<u>1,748.23</u>
					Department Total	<u><u>1,748.23</u></u>

County of Adams
Vendor Payment Report

<u>2011</u>	<u>SHF- Admin Services Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	COLO OCCUPATIONAL MEDICINE PHY	00001	912877	293098	11/21/17	90.00
	LADWIG MICHAEL V MD PC	00001	912875	293098	11/21/17	1,427.00
	POINT SPORTS/ERGOMED	00001	912880	293098	11/21/17	1,980.00
					Account Total	<u>3,497.00</u>
	Travel & Transportation					
	BAESSLER JENNIFER	00001	912605	292785	11/16/17	100.00
					Account Total	<u>100.00</u>
					Department Total	<u><u>3,597.00</u></u>

County of Adams
Vendor Payment Report

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Uniforms & Cleaning					
	REEVES COMPANY INC	00001	912627	292785	11/16/17	<u>24.24</u>
					Account Total	<u>24.24</u>
					Department Total	<u><u>24.24</u></u>

County of Adams
Vendor Payment Report

<u>2016</u>	<u>SHF- Detective Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	912621	292785	11/16/17	142.16
					Account Total	142.16
	Medical Services					
	NORTH SUBURBAN MEDICAL CENTER	00001	912626	292785	11/16/17	38.00
					Account Total	38.00
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	912615	292785	11/16/17	213.85
	SAFARILAND TRAINING GROUP	00001	912886	293098	11/21/17	384.00
					Account Total	597.85
	Other Communications					
	CENTURY LINK	00001	912607	292785	11/16/17	88.99
					Account Total	88.99
	Other Professional Serv					
	COLO MEDICAL WASTE INC	00001	912609	292785	11/16/17	222.00
					Account Total	222.00
					Department Total	1,089.00

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>
	Education & Training					
	COMMERCIAL VEHICLE TRAINING CE	00001	912677	292904	11/17/17	1,832.50
					Account Total	1,832.50
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	912621	292785	11/16/17	346.34
					Account Total	346.34
	Licenses and Fees					
	DENNIS MICHAEL P	00001	912618	292785	11/16/17	33.30
					Account Total	33.30
	Mileage Reimbursements					
	BOWMAN LORI	00001	912606	292785	11/16/17	53.50
					Account Total	53.50
	Office Furniture					
	DENVER DESKS	00001	912619	292785	11/16/17	875.00
					Account Total	875.00
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	912613	292785	11/16/17	58.70
	SUMMIT FOOD SERVICE LLC	00001	912887	293098	11/21/17	662.39
					Account Total	721.09
	Other Professional Serv					
	COLO OCCUPATIONAL MEDICINE PHY	00001	912877	293098	11/21/17	235.00
					Account Total	235.00
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	912611	292785	11/16/17	6,750.00
	COPYCO QUALITY PRINTING INC	00001	912612	292785	11/16/17	17.50
					Account Total	6,767.50
					Department Total	<u>10,864.23</u>

County of Adams
Vendor Payment Report

<u>2017</u>	<u>SHF- Patrol Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	COMMERCIAL VEHICLE TRAINING CE	00001	912677	292904	11/17/17	1,832.50
					Account Total	1,832.50
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	912621	292785	11/16/17	73.20
					Account Total	73.20
	Minor Equipment					
	COMPLETE CANINE TRAINING LLC	00001	912678	292904	11/17/17	3,190.00
					Account Total	3,190.00
	Operating Supplies					
	E-470 PUBLIC HIGHWAY AUTHORITY	00001	912878	293098	11/21/17	30.25
	E-470 PUBLIC HIGHWAY AUTHORITY	00001	912879	293098	11/21/17	18.43
	LIGHTFIELD LESS LETHAL RESEARC	00001	912623	292785	11/16/17	1,549.00
	NORTHWEST PARKWAY LLC	00001	912881	293098	11/21/17	30.20
	NORTHWEST PARKWAY LLC	00001	912882	293098	11/21/17	8.70
	NORTHWEST PARKWAY LLC	00001	912883	293098	11/21/17	5.55
	NORTHWEST PARKWAY LLC	00001	912884	293098	11/21/17	31.85
					Account Total	1,673.98
	Other Communications					
	LEXISNEXIS RISK SOLUTIONS	00001	912622	292785	11/16/17	100.79
					Account Total	100.79
	Uniforms & Cleaning					
	ADAMSON POLICE PRODUCTS	00001	912601	292785	11/16/17	113.00
	ADAMSON POLICE PRODUCTS	00001	912602	292785	11/16/17	111.05
	ADAMSON POLICE PRODUCTS	00001	912603	292785	11/16/17	1,019.00
	ADAMSON POLICE PRODUCTS	00001	912604	292785	11/16/17	310.00
					Account Total	1,553.05
	Vehicle Repair & Maint					
	JESCO ELECTRIC INC	00001	912620	292785	11/16/17	565.50
					Account Total	565.50
					Department Total	8,989.02

County of Adams
Vendor Payment Report

<u>2018</u>	<u>SHF- Records/Warrants Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	912614	292785	11/16/17	<u>54.60</u>
					Account Total	<u>54.60</u>
					Department Total	<u><u>54.60</u></u>

County of Adams
Vendor Payment Report

<u>2005</u>	<u>SHF- TAC Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	NORTHGLENN AMBULANCE	00001	912624	292785	11/16/17	579.60
	NORTHGLENN AMBULANCE	00001	912625	292785	11/16/17	48.30
					Account Total	<u>627.90</u>
	Other Repair & Maint					
	COLO DEPT OF AGRICULTURE/ICS	00001	912876	293098	11/21/17	312.00
					Account Total	<u>312.00</u>
	Printing External					
	COLO CORRECTIONAL INDUSTRIES	00001	912608	292785	11/16/17	260.00
					Account Total	<u>260.00</u>
					Department Total	<u><u>1,199.90</u></u>

County of Adams
Vendor Payment Report

<u>3031</u>	<u>Transportation Opers & Maint</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00013	912555	292774	11/16/17	28.16
	UNITED POWER (UNION REA)	00013	912556	292774	11/16/17	48.84
	UNITED POWER (UNION REA)	00013	912557	292774	11/16/17	53.84
	UNITED POWER (UNION REA)	00013	912558	292774	11/16/17	38.00
	UNITED POWER (UNION REA)	00013	912559	292774	11/16/17	17.00
	UNITED POWER (UNION REA)	00013	912560	292774	11/16/17	93.49
	UNITED POWER (UNION REA)	00013	912561	292774	11/16/17	25.34
	UNITED POWER (UNION REA)	00013	912562	292774	11/16/17	33.00
	UNITED POWER (UNION REA)	00013	912563	292774	11/16/17	16.50
	UNITED POWER (UNION REA)	00013	912564	292774	11/16/17	16.50
	UNITED POWER (UNION REA)	00013	912565	292774	11/16/17	16.50
	UNITED POWER (UNION REA)	00013	912566	292774	11/16/17	155.48
	UNITED POWER (UNION REA)	00013	912567	292774	11/16/17	109.60
	UNITED POWER (UNION REA)	00013	912568	292774	11/16/17	43.63
	UNITED POWER (UNION REA)	00013	912569	292774	11/16/17	170.96
	UNITED POWER (UNION REA)	00013	912570	292774	11/16/17	126.31
	UNITED POWER (UNION REA)	00013	912571	292774	11/16/17	39.00
	UNITED POWER (UNION REA)	00013	912572	292774	11/16/17	41.00
	XCEL ENERGY	00013	912541	292774	11/16/17	1,740.89
	XCEL ENERGY	00013	912542	292774	11/16/17	130.20
	XCEL ENERGY	00013	912543	292774	11/16/17	1,257.48
	XCEL ENERGY	00013	912544	292774	11/16/17	24.07
	XCEL ENERGY	00013	912545	292774	11/16/17	51.73
	XCEL ENERGY	00013	912546	292774	11/16/17	208.89
	XCEL ENERGY	00013	912547	292774	11/16/17	207.86
	XCEL ENERGY	00013	912548	292774	11/16/17	23,002.02
	XCEL ENERGY	00013	912549	292774	11/16/17	3,125.93
	XCEL ENERGY	00013	912550	292774	11/16/17	185.16
	XCEL ENERGY	00013	912551	292774	11/16/17	118.43
	XCEL ENERGY	00013	912552	292774	11/16/17	102.42
	XCEL ENERGY	00013	912553	292774	11/16/17	2.97
	XCEL ENERGY	00013	912554	292774	11/16/17	149.49
					Account Total	31,380.69

Gravel & Recycled Material

County of Adams
Vendor Payment Report

<u>3031</u>	<u>Transportation Opers & Maint</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	ALBERT FREI & SONS INC	00013	912968	293213	11/22/17	.02
	ALBERT FREI & SONS INC	00013	912969	293213	11/22/17	.02
	ALBERT FREI & SONS INC	00013	912970	293213	11/22/17	.11
	ALBERT FREI & SONS INC	00013	912971	293213	11/22/17	.09
	ALBERT FREI & SONS INC	00013	912972	293213	11/22/17	.04
	ALBERT FREI & SONS INC	00013	912973	293213	11/22/17	.07
	ALBERT FREI & SONS INC	00013	912974	293213	11/22/17	.16
	ALBERT FREI & SONS INC	00013	912975	293213	11/22/17	.08
	ASPHALT SPECIALTIES CO INC	00013	912965	293213	11/22/17	.02
					Account Total	.61
					Department Total	<u>31,381.30</u>

County of Adams
Vendor Payment Report

<u>4400</u>	<u>Wastewater Treatment Plant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00044	912994	293223	11/22/17	1,078.91
					Account Total	1,078.91
	Laboratory Analysis					
	COLO ANALYTICAL LABORATORY	00044	912693	292977	11/20/17	26.00
					Account Total	26.00
					Department Total	<u>1,104.91</u>

County of Adams
Vendor Payment Report

<u>44</u>	<u>Water and Wastewater Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ALBERTS WATER & WASTEWATER SER	00044	913112	293411	11/28/17	<u>3,000.00</u>
					Account Total	<u>3,000.00</u>
					Department Total	<u><u>3,000.00</u></u>

County of Adams
Vendor Payment Report

<u>97500</u>	<u>WIOA YOUTH OLDER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Supp Svcs-Incentives					
	GUTIERREZ-MARTINEZ DIAMOND	00035	912853	293079	11/21/17	80.00
	HERNANDEZ ALONDRA	00035	912854	293079	11/21/17	25.00
	MARTINEZ ALEXIA	00035	912855	293079	11/21/17	80.00
	PAREDES CINDY	00035	912856	293079	11/21/17	20.00
	TICHENOR-DOWNEY CIERA	00035	912857	293079	11/21/17	60.00
	VIGIL BREANNA	00035	912858	293079	11/21/17	40.00
					Account Total	305.00
					Department Total	305.00

County of Adams
Vendor Payment Report

Grand Total 1,450,167.35

**MINUTES OF COMMISSIONERS' PROCEEDINGS FOR
TUESDAY, DECEMBER 5, 2017**

1. ROLL CALL

Present: Steve O'Doriso, Eva J. Henry, Erik Hansen and Mary Hodge

Excused: Charles "Chaz" Tedesco

2. PLEDGE OF ALLEGIANCE (09:05 AM)

3. MOTION TO APPROVE AGENDA (09:05 AM)

Motion to Approve 3. MOTION TO APPROVE AGENDA Moved by Mary Hodge, seconded by Steve O'Doriso, unanimously carried.

4. AWARDS AND PRESENTATIONS (09:06 AM)

A. 17-814 Open Space Grant Awards Presentation

5. PUBLIC COMMENT (09:25 AM)

A. Citizen Communication

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

B. Elected Officials' Communication (09:39 AM)

6. CONSENT CALENDAR (09:44 AM)

A. 17-839 List of Expenditures Under the Dates of November 2-9, 2017

B. 17-849 List of Expenditures Under the Dates of November 13-17, 2017

C. 17-844 Minutes of the Commissioners' Proceedings from November 14, 2017

D. 17-790 Resolution Approving the Award of Open Space Grant Awards and Grant Agreements on December 5, 2017 (File was approved by ELT)

E. 17-826 Resolution Approving Re-Opening Retirement Special Revenue Fund 18 (File was approved by ELT)

F. 17-829 Resolution Approving the Agreement between Adams County and the Greenway Foundation Regarding Funding of the Environmental Pool at Chatfield Reservoir (File was approved by ELT)

G. 17-830 Resolution Approving a Petition for Annexation of County-Owned Property to the City of Thornton (File was approved by ELT)

H. 17-834 Resolution Consenting to Time to Change, Inc.'s Ownership Change as it Relates to the Provision of Community Corrections Services for the 17th Judicial District for State Fiscal Year 2017-2018 (File was approved by ELT)

I. 17-838 Resolution Regarding Defense and Indemnification of James Scharen as a Defendant Pursuant to C.R.S. § 24-10-101, Et Seq. (File was approved by ELT)

J. 17-840 Resolution Approving Changes to the Adams County Workforce Development Bylaws to Better Align with the Workforce Innovation and Opportunity Act of 2014 (File was approved by ELT)

K. 17-858 Resolution Approving Subdivision Improvements Agreement for Hayesmount Estates

(File was approved by ELT)

- L. 17-847 Resolution Approving the Open Space Modification Request and the Amended Open Space Grant Agreement between Adams County and the City of Westminster for the Ranch Creek Underpass and Trails Project (File was approved by ELT)
- M. 17-853 Resolution Approving Abatement Petitions and Authorizing the Refund of Taxes for Account Numbers R0178257, R0095016 and P0031200 (File was approved by ELT)
- N. 17-855 Resolution Approving a Permanent Sanitary Access Easement from Adams County to Clear Creek Station Metropolitan District for Sanitary Access Purposes (File was approved by ELT)
- O. 17-856 Resolution Approving Grant of Easement from Adams County to Qwest Corporation for Communication System Purposes (File was approved by ELT)
- P. 17-857 Resolution Approving Encroachment Agreement between Adams County and Mapleton Public Schools to Allow Construction of a Fence in the County's Right-of-Way (File was approved by ELT)
- Q. 17-861 Resolution Approving Close Out of the Waste Water Treatment Plant Fund (Fund 44) and Authorizing the Director of Finance and the Adams County Treasurer to Transfer Fund Balances to Front Range Airport Fund (Fund 43) (File was approved by ELT)
- R. 17-835 Resolution Approving Subgrantee Contract Amendment #2 to Contract between Adams County and Almost Home (File was approved by ELT)
- S. 17-884 Resolution Approving the Retirement Board Vesting and Plan Expenses Agreement between Adams County, the Adams County Board of Retirement, and the Rangeview Library District (File was approved by ELT)

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

7. NEW BUSINESS (09:44 AM)

A. COUNTY MANAGER (09:44 AM)

- 1. 17-828 First Reading of 2018 Adams County Proposed Budget (File was approved by ELT)
No action required (09:44 AM)
- 2. 17-807 Resolution Approving Amendment Two to the Agreement between Adams County and Almost Home Inc., to Provide Emergency Shelter and Transitional Housing for Temporary Assistance for Needy Families (TANF) (File was approved by ELT) (09:56 AM)
Motion to Approve 2. 17-807 Resolution Approving Amendment Two to the Agreement between Adams County and Almost Home Inc., to Provide Emergency Shelter and Transitional Housing for Temporary Assistance for Needy Families (TANF) (File was approved by ELT) Moved by Erik Hansen, seconded by Steve O'Dorisio, unanimously carried.
- 3. 17-808 Resolution Approving Amendment Two to the Agreement between Adams County and ACCESS Housing, Inc., to Provide Emergency Housing and other Related Services for Temporary Assistance to Needy Families (TANF) (File was approved by ELT)
Motion to Approve 3. 17-808 Resolution Approving Amendment Two to the Agreement between Adams County and ACCESS Housing, Inc., to Provide Emergency Housing and other Related Services for Temporary Assistance to Needy Families (TANF) (File was approved by ELT) Moved by Erik Hansen, seconded by Steve O'Dorisio, unanimously carried.
- 4. 17-809 Resolution Approving Amendment Two to the Agreement between Adams County and Growing Home Inc., to Provide Housing Assistance, Homeless Prevention, and Transformational Housing Services for Temporary Assistance to Needy Families (TANF) (File was approved by ELT)
Motion to Approve 4. 17-809 Resolution Approving Amendment Two to the Agreement between Adams County and Growing Home Inc., to Provide Housing Assistance, Homeless Prevention, and Transformational Housing Services for Temporary Assistance

- to Needy Families (TANF)
(File was approved by ELT) Moved by Erik Hansen, seconded by Steve O'Dorisio, unanimously carried.
5. 17-810 Resolution Approving Amendment Two to the Agreement between Adams County and Comitis Crisis Center Inc., to Provide Emergency Housing and Homeless Prevention Services for Temporary Assistance to Needy Families (TANF) (File was approved by ELT)
Motion to Approve 5. 17-810 Resolution Approving Amendment Two to the Agreement between Adams County and Comitis Crisis Center Inc., to Provide Emergency Housing and Homeless Prevention Services for Temporary Assistance to Needy Families (TANF) (File was approved by ELT) Moved by Erik Hansen, seconded by Steve O'Dorisio, unanimously carried.
 6. 17-811 Resolution Approving Amendment Two to the Agreement between Adams County and Friends First, Inc., to Provide Pregnancy Prevention Services for Temporary Assistance to Needy Families (TANF) (File was approved by ELT)
Motion to Approve 6. 17-811 Resolution Approving Amendment Two to the Agreement between Adams County and Friends First, Inc., to Provide Pregnancy Prevention Services for Temporary Assistance to Needy Families (TANF) (File was approved by ELT) Moved by Erik Hansen, seconded by Steve O'Dorisio, unanimously carried.
 7. 17-845 Resolution Approving Amendment Two to the Agreement between Adams County and Ascent Aviation Group d.b.a. World Fuel to Provide Aviation Fuel (Jet A) and Avgas (100LL) (File was approved by ELT) (10:01 AM)
Motion to Approve 7. 17-845 Resolution Approving Amendment Two to the Agreement between Adams County and Ascent Aviation Group d.b.a. World Fuel to Provide Aviation Fuel (Jet A) and Avgas (100LL) (File was approved by ELT) Moved by Erik Hansen, seconded by Steve O'Dorisio, unanimously carried.
 8. 17-846 Resolution Approving Amendment Three to the Agreement between Adams County and CopyCo Quality Printing for Countywide Printing Services (File was approved by ELT) (10:03 AM)
Motion to Approve 8. 17-846 Resolution Approving Amendment Three to the Agreement between Adams County and CopyCo Quality Printing for Countywide Printing Services (File was approved by ELT) Moved by Steve O'Dorisio, seconded by Mary Hodge, unanimously carried.
 9. 17-848 Resolution Approving Amendment Two to the Agreement between Adams County and Denver Children's Advocacy Center for Mental Health Consultation Services (File was approved by ELT) (10:04 AM)
Motion to Approve 9. 17-848 Resolution Approving Amendment Two to the Agreement between Adams County and Denver Children's Advocacy Center for Mental Health Consultation Services (File was approved by ELT) Moved by Erik Hansen, seconded by Steve O'Dorisio, unanimously carried.
 10. 17-850 Resolution Approving Amendment Two to the Agreement between Adams County and Cohen Milstein Sellers & Toll, PLLC for Independent Ethics Compliance Officer Services (File was approved by ELT) (10:06 AM)
Motion to Approve 10. 17-850 Resolution Approving Amendment Two to the Agreement between Adams County and Cohen Milstein Sellers & Toll, PLLC for Independent Ethics Compliance Officer Services (File was approved by ELT) Moved by Mary Hodge, seconded by Erik Hansen, unanimously carried.
 11. 17-860 Resolution Approving Amendment One to the Agreement between Adams County and G Squared Design for Architect and Design Services for the Adams County Animal Shelter (File was approved by ELT) (10:07 AM)

Motion to Approve 11. 17-860 Resolution Approving Amendment One to the Agreement between Adams County and G Squared Design for Architect and Design Services for the Adams County Animal Shelter

(File was approved by ELT) Moved by Mary Hodge, seconded by Steve O'Dorisio, passed with a roll call vote 3:1.

12. 17-851 Resolution Awarding a Purchase Order to Colorado West Equipment Inc., for Commercial Transport Prison Buses (File was approved by ELT) (10:10 AM)

Motion to Approve 12. 17-851 Resolution Awarding a Purchase Order to Colorado West Equipment Inc., for Commercial Transport Prison Buses

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

13. 17-852 Resolution Revising the Purchase Order with MHC Kenworth Denver for a Transmission Upgrade to the Water Truck (File was approved by ELT) (10:12 AM)

Motion to Approve 13. 17-852 Resolution Revising the Purchase Order with MHC Kenworth Denver for a Transmission Upgrade to the Water Truck

(File was approved by ELT) Moved by Mary Hodge, seconded by Erik Hansen, unanimously carried.

14. 17-841 Resolution Approving Amendment Two to the Agreement with Eide Bailly LLP for Internal Auditor Services (File was approved by ELT) (10:14 AM)

Motion to Approve 14. 17-841 Resolution Approving Amendment Two to the Agreement with Eide Bailly LLP for Internal Auditor Services

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

B. COUNTY ATTORNEY (10:17 AM)

8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(e) for the Purpose of Advising Negotiators Regarding Economic Incentives (10:17 AM)

Motion to Approve 8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(e) for the Purpose of Advising Negotiators Regarding Economic Incentives Moved by Mary Hodge, seconded by Steve O'Dorisio, unanimously carried.

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

10. LAND USE HEARINGS

A. Cases to be Heard (10:18 AM)

1. 17-796 PRC2017-00003 Adams Fire Station 11 Project (File was approved by ELT) (10:18 AM)

Motion to Approve 1. 17-796 PRC2017-00003 Adams Fire Station 11 Project (File was approved by ELT) Moved by Steve O'Dorisio, seconded by Mary Hodge, unanimously carried.

2. 17-797 RCU2016-00026 5280 Waste Solutions (File was approved by ELT) (10:26 AM)

Motion to Approve 2. 17-797 RCU2016-00026 5280 Waste Solutions (File was approved by ELT) Moved by Erik Hansen, seconded by Steve O'Dorisio, unanimously carried.

11. ADJOURNMENT (10:39 AM)

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 12, 2017
SUBJECT: Resolution Approving the Intergovernmental Agreement between Adams County and the City of Commerce City and City & County of Denver to Conduct the North Metropolitan Industrial Area Connectivity Study
FROM: Jeanne M. Shreve
AGENCY/DEPARTMENT: Community & Economic Development
HEARD AT STUDY SESSION ON April 18, 2017 Supplemental/Carryover Budget Study Session
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the IGA with the Commerce City and Denver for local match contribution towards the North Metropolitan Industrial Area Connectivity Study

BACKGROUND:

In September 2014, the Board provided a commitment in principle up to \$100k towards a Commerce City-sponsored DRCOG grant to conduct a study to identify critical travel sheds generally bounded by I-25, I-270, Smith Road/40th Avenue.

Commerce City was awarded \$700k in DRCOG TIP funding with Commerce City, Denver and Adams County contributing \$100k each for the local match requirement.

The Board approved the carryover request for the county's \$100k local match on April 25, 2017.

A subsequent study session to update the Board on the project was held on November 14, 2017.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works, Finance, Commerce City, Denver, Denver Regional Council of Governments, CDOT.

ATTACHED DOCUMENTS:

Resolution
Draft IGA
Initial Letter of Commitment for Study

FISCAL IMPACT:

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

Fund: 00013
Cost Center: 3056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	8910	30561612	\$100,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			100,000

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT REGARDING NORTH METROPOLITAN INDUSTRIAL AREA CONNECTIVITY STUDY BETWEEN ADAMS COUNTY, COMMERCE CITY AND DENVER

WHEREAS, by means of the attached Intergovernmental Agreement, Adams County (COUNTY), Commerce City (CITY) and the City and County of Denver (DENVER) wish to fund the North Metropolitan Industrial Area Connectivity Study (STUDY); and,

WHEREAS, the CITY received a Denver Regional Council of Governments (DRCOG) grant to study potential transportation connections in the industrial area of the region substantially bounded by I-270, I-25 and I-70; and,

WHEREAS, the CITY, COUNTY and DENVER agreed to contribute local match towards the STUDY; and,

WHEREAS, the COUNTY has budgeted \$100,000 in 2017 for the local match.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement Regarding North Metropolitan Industrial Area Connectivity Study between the COUNTY, CITY and DENVER, a copy of which is attached hereto and incorporated herein by this reference, be approved.

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

INTERGOVERNMENTAL AGREEMENT REGARDING NORTH METROPOLITAN INDUSTRIAL AREA CONNECTIVITY STUDY

THIS INTERGOVERNMENTAL AGREEMENT REGARDING INDUSTRIAL AREA CONNECTIVITY STUDY (“Agreement”) by and between CITY OF COMMERCE CITY (“Commerce City”), CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (“Denver”), and BOARD OF COUNTY COMMISSIONERS, ADAMS COUNTY, COLORADO (“Adams County”) (collectively, the “Parties” or individually, a “Party”) is entered into and effective as of the date of execution by all Parties (“Effective Date”).

WHEREAS, the parties collaboratively submitted a federal funding request and committed matching funds as noted in Exhibit A to the Denver Regional Council of Governments in 2014 for the North Metropolitan Industrial Area Connectivity Study (NMIACS);

WHEREAS, the Parties were successful in their endeavor, as the North Metropolitan Industrial Area Connectivity Study is identified in the Denver Regional Council of Governments 2016 – 2021 Transportation Improvement Program as project 2016-047;

WHEREAS, for providing matching funds as identified below, the Parties will receive a planning-level connectivity study to identify critical travel sheds on the state and interstate highway system, and the local and arterial and major collector street system, west-to-east from I-25 to Quebec, and then south-to-north from Martin Luther King Boulevard/32nd Avenue to I-270/U.S. 85 & 60th to S.H. 2 (“Study”) by December 2017;

WHEREAS, Commerce City, pursuant to Resolution 2016-56, has approved a funding agreement with the State of Colorado, acting by and through the Department of Transportation (“CDOT”), for the performance of the Study (“Funding Agreement”);

WHEREAS, the Parties desire to establish their roles and financial contributions for the Study.

NOW THEREFORE, for the purposes detailed above, the Parties agree as follows:

1. Coordination of the Study. The Study project will be administered by Commerce City in accordance with Commerce City laws and policies and the Funding Agreement. A project management team comprised of one individual representing each Party will provide oversight of the Study, including but not limited to consultant selection, schedule approval, deliverable review, public outreach support, and coordination of comments within each jurisdiction.

2. Funding. Commerce City will invoice Denver within 15 days of the Effective Date for its matching funds to the study of \$100,000 noted in **Exhibit A**. This amount represents Denver’s only obligation to the study unless a new agreement is approved. Commerce City also will invoice Adams County \$100,000 within 15 days of the Effective Date for its matching funds contribution. This amount represents Adams County’s only obligation to the study unless a new agreement is approved.

3. Effect of Funding Agreement. This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between Commerce City and CDOT relating to the Study, including the Funding Agreement (**Exhibit B**).

4. Responsibility for Regulatory Requirements. Each Party shall be separately responsible for compliance with all applicable regulatory requirements in the performance of individual work under this Agreement or for any implementation grant, including but not limited to nondiscrimination, worker

safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements.

5. Nondiscrimination. During the performance of this agreement, the Parties will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. The Parties will ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

6. Publicity and Project Information. The Parties will comply with all publicity and project information requirements set forth in **Exhibit B** if any.

7. Political Activity. No moneys provided by any Party and no funds raised or grants obtained by Commerce City, including any earnings thereon, shall be used in connection with any activity to further the appointment, election, defeat, or removal of any applicant, incumbent, or candidate for public office or any activity undertaken to influence the passage, defeat, or final content of any legislation or ballot proposal unrelated to furthering or implementing the Study.

8. Immunity. The Parties understand and agree that both the Parties, their officers, officials, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement the monetary limitations or any other rights, immunities, and protections provided to them by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or similar protections otherwise legally available to the Parties.

9. Term & Termination.

a. Term. This Agreement shall be coterminous with the Funding Agreement.

b. Termination. The Parties, on agreement by two-thirds of them (excluding Commerce City), or Commerce City may unilaterally terminate this Agreement at any time after providing thirty (30) days' prior written notice to all other Parties.

c. Effect. Upon termination of the Agreement, Commerce City shall promptly return any unexpended funds that were contributed by a Party for the purposes of this Agreement to such Party unless such funds have been earned and are due to be paid or are otherwise approved for payment pursuant to this Agreement.

10. 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 obligations, whether direct or contingent, shall only extend to payment of monies duly and lawfully appropriated and encumbered for the purpose of this Agreement through each Party's legally required budgeting, authorization, and appropriation process. Further, neither party, by this Agreement, creates a multiple fiscal year obligation or debt either within or without this Agreement. It is anticipated that appropriations for the purpose of this Agreement, if made at all, will be made on an annual basis. No Party, however, by this Agreement binds future legislatures to make such appropriations.

11. Nondiscrimination in Employment. In connection with the performance of work under this contract, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

12. Assignment. Except as expressly provided in this Agreement, each Party agrees that this Agreement and the rights and obligations thereunder shall not be assignable or transferrable.

13. Amendments. This Agreement may be modified, changed, or amended only by mutual written agreement of the Parties, approved and executed in the same manner as this Agreement.

14. Severability. The Parties agree that, if any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law of the State of Colorado or the federal government, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the liability of Parties, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

15. Compliance with Laws. The Parties acknowledge and agree that this Agreement shall be governed by and construed, to the extent applicable, in accordance with the laws of the State of Colorado, and all applicable ordinances and regulations, as such may be amended or recodified from time to time, and through Executive Orders and that the Parties shall perform its obligations hereunder in accordance with applicable laws and those applicable rules and regulations promulgated by the Parties.

16. Notices. Except for routine communications, written notices required under this Agreement and all other correspondence between the parties will be directed to the following and will be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

Commerce City:
Michelle Halstead
City of Commerce City
7887 East 60th Avenue
Commerce City, CO 80022

Adams County:
Jeanne M. Shreve
Adams County
4430 So. Adams County Parkway, C5323
Brighton, CO 80601

Denver:
Justin Begley
City & County of Denver
201 W. Colfax Avenue
Denver, CO, 80202

If to Commerce City or Denver, notices shall be sent to the address of the respective entity's Mayor as set forth in public record. The address for any Party may be changed at any time by written notice to the other Parties.

17. Conflict of Interest. No employee of any Party shall have any personal or beneficial interest whatsoever in the rights and benefits in this Agreement. Commerce City covenants and agrees not to hire or contract for services any employee or officer of a Party which would be in violation of relevant ordinances, codes, or regulations of such Party.

18. No Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement will be strictly reserved to the Parties. Any person other than the Parties will be deemed to be only an incidental beneficiary under this Agreement.

19. Non-Waiver. The Parties shall not be excused from complying with any provision of this Agreement by the failure of any party to insist upon or to seek compliance with such provisions. The

Parties shall be entitled to review and audit the Study. Payment of any erroneous or improper billings shall not constitute acceptance, waiver or approval of such billing and, furthermore, all Parties shall be entitled to a refund based on each party's proportionate share of the Project cost, if any of the committed funds have not been expended on the Project.

20. Enforcement. This Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws and statutes of the State of Colorado. Each Party commits itself to perform pursuant to these terms contained herein, and that any breach hereof which results in any recoverable damages shall not cause the termination of any obligations created by this Agreement unless such termination is declared by the Party not in breach hereof.

21. Inspection of Records. The Parties agree that any duly authorized representative of Denver , Adams County, or Commerce City, including the Denver Auditor, or any internal or external auditor of either party, shall until the expiration of three (3) years after the final reconciliation or payment under this Agreement, have access to and the right to copy any non-privileged books, documents, papers, and records involving transactions and work related to this Agreement. In connection with any work performed hereunder on items of work toward which federal funds may be received, Denver, Adams County, and the Comptroller General of the United States, the FAA, and their authorized representatives shall have access to any books, documents, papers, and records for the purpose of making audit, examination, excerpts and transcriptions.

22. Execution. This Agreement shall not be or become effective or binding on any Party until it has been fully executed by all Parties.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one Agreement.

24. Recitals. The recitals to this Agreement are incorporated by reference.

25. Authority. Each Party represents and warrants that it has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law, to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms. The person(s) executing this Agreement on behalf of each of the Parties warrants that they have full authorization to execute this Agreement.

26. Integration. This Agreement is intended as the complete integration of all understandings on the subjects herein between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect, unless embodied in this Agreement in writing. Any oral representation by any officer or employee of a Party at variance with terms and conditions of this Agreement or any written amendment to this Agreement shall not have any force or effect nor bind the Parties.

IN WITNESS WHEREOF, the Parties have caused this Intergovernmental Agreement Regarding Northern Metropolitan Area Connectivity Study to be executed as of the Effective Date.

(Signatures contained on next pages.)

CITY OF COMMERCE CITY, COLORADO

BY: _____
Sean Ford, Mayor

ATTEST:

Laura J. Bauer, MMC, City Clerk

APPROVED AS TO FORM:

Robert D. Sheesley, City Attorney

CITY AND COUNTY OF DENVER:

BY: _____
Michael Hancock, Mayor

ATTEST:

**Debra Johnson, Clerk and Recorder,
Ex-Officio Clerk of the City and
County of Denver**

APPROVED AS TO FORM:

**Kristen Bronson, Attorney for
The City and County of Denver**

BY: _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By: _____
Brendan Hanlon, Director of Finance

By: _____
Timothy M. O'Brien, Auditor

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

BY: _____
Eva J. Henry, Chair

ATTEST: Stan Martin, Clerk & Recorder

DATE: _____

BY: _____
Erica Hanna, Deputy Clerk

APPROVED AS TO FORM:

County Attorney's Office

Exhibit A:

**DRCOG Application and Funding Letters from Denver and Adams
County**

GENERAL INFORMATION

Total Submitted Score: 7.0

COG-ID	CoCy-2014-004
Sponsor	City of Commerce City
Project Name	Adams County, Denver & Commerce City Industrial Area Transportation Study : I-25 (west), I-270 and 40th Avenue/Smith Road
Project Type	Studies
Project Contact	Maria D'Andrea
Project Contact Email	mdandrea@c3gov.com

LOCATION

Facility Name	Adams County, Denver & Commerce City Industrial Area Transportation Study
Limits	I-25 (west), I-270 and 40th Avenue/Smith Road

You must build a map for this project on the Location tab.

SCOPE

Improvement Scope	The grant will conduct a planning level connectivity study to identify critical travel sheds on the local arterial and major collector street system west-to-east from I-25 to Quebec, and then south-to-north from Smith Road/40th to I-270/U.S. 85 & 60th. The study will emphasize key connections to I-70 and I-270 and include specific feasibility/ alternatives analysis /concept design for the following elements: 1. BNSF Bridge over SH 265 (Brighton Road) (conceptual design) 2. 60th & U.S. 85 (feasibility/alternatives analysis) 3. Union Pacific grade separation in the vicinity of 47th-49th (feasibility/alternatives analysis) The total cost of the study is \$1 million, asking for \$700k in DRCOG funds and \$300k in local match (split evenly -- \$100k/ jurisdiction in FY 2016.
-------------------	--

Notes	
End Construction	2017

FUNDING

Total project cost (in \$1,000's) **\$1000**

	2016	2017	2018	2019	Total
Federal	700	0	0	0	\$700
State	0	0	0	0	\$0
Local	300	0	0	0	\$300
Total	\$1000	\$0	\$0	\$0	\$1000

Match Computations (2016-2019)

Local = **30.0%** of total
 State = **0.0%** of total
 State plus Local = **30.0%** of total (equals total match)
 Federal = **70.0%** of total

PROJECT PHASES

Year	Phase
2016	Initiate Study

Studies Eligibility

Studies will not be scored. After entering your basic project information, it will go through the submittal process similar to other projects.

- All types of transportation-related studies are eligible.
- Projects will not be scored and considered in the second phase selection process only.
- Roadway studies must be associated with the [DRCOG-defined Regional Roadway System](#).
- Roadway capacity studies must further the development of regionally-funded projects identified in the fiscally constrained RTP (i.e., design, NEPA).

- Station area master plan and urban center planning studies are not eligible.
- Studies submitted by DRCOG must have been approved by their Board.
- Studies submitted by RAQC must have been approved by their Board.



Denver Public Works
Office of the Executive Director

201 West Colfax Avenue, Dept 608
Denver, CO 80202
P: 720-865-8630
F: 720-865-8795
www.denvergov.org/dpw

September 24, 2014

Jennifer Schaufele, Executive Director
Denver Regional Council of Governments
1290 Broadway, Suite 700
Denver, CO 80203

Re: Commitment in Principle for TIP Project -- Denver Local Match for the Commerce City / Adams Co. / City and County of Denver Industrial Area Travel Shed Study

Dear Jennifer:

The City and County of Denver is pleased to provide a local match commitment in principle of \$100,000 towards Commerce City's TIP submittal, subject to annual appropriation and execution of an IGA. The City and County of Denver will use the study to identify critical travel sheds on the local arterial street system connecting to regional roadways generally within the boundaries of I-25, I-270 and Smith Road/40th Avenue. The study will emphasize key connections to I-270, I-25, and I-70 and include some specific analysis in critical areas, including studying the feasible options for reconstructing the grade separation at York / BNSF railroad tracks; key east-west and north-south connectivity in the area bounded by Brighton Blvd / SH 265, I-270, and I-70; and potential grade separations/improved crossings of the UPRR tracks, Vasquez, and Colorado Boulevard / SH2.

Denver looks forward to working with Commerce City and Adams County on this important travel shed study.

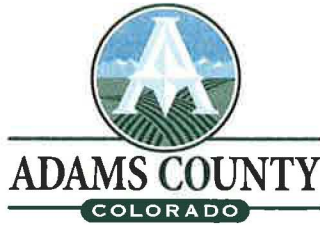
If you have any questions, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink that reads "Jose M. Cornejo".

Jose M. Cornejo, P.E.
Executive Director

cc: Jeanne Shreve, DRCOG TAC Representative, Adams County
Maria D'Andrea, DRCOG TAC Representative, Commerce City
Janice Finch, DRCOG TAC Representative, City and County of Denver



September 23, 2014

Commissioners' Office
4430 South Adams County Parkway
5th Floor, Suite C5000A
Brighton, CO 80601-8204
PHONE 720.523.6100
FAX 720.523.6045
www.adcogov.org

Jennifer Schaufele
Executive Director, Denver Regional Council of Governments
1290 Broadway, Suite 700
Denver, CO 80203

RE: Commitment in Principle towards the Local Match on the Adams County, Denver and
Commerce City's Industrial Area Study


Dear Jennifer,

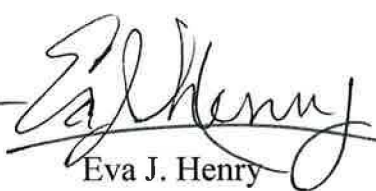
Adams County is pleased to provide a local match commitment in principle of \$100,000 towards Commerce City's TIP submittal, subject to annual appropriation and execution of an IGA. The county, Commerce City and Denver will use the study to identify critical travel sheds on our local arterial and major collector street system generally within the boundaries of I-25, I-270 and Smith Road/40th Avenue. The study will emphasize key connections to I-270 and I-70 and include some specific analysis in critical areas, including studying the feasible options for improving the intersection of 60th & U.S. 85 – a top priority for the county and its cities.

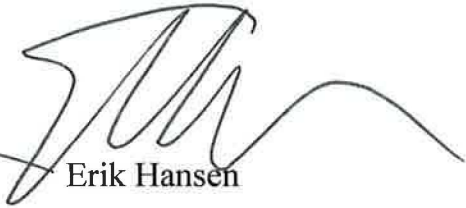
The county looks forward to working with Commerce City and Denver on this important travel shed study.

If you have any questions, please do not hesitate to contact us.

Sincerely,


Charles "Chaz" Tedesco
Chairman


Eva J. Henry


Erik Hansen

c: Commerce City Council
Denver City Council

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Exhibit B:

Executed Contract between Commerce City and CDOT

Project: I-270 INDUSTRIAL STUDY (STU C120-027 (21097))
Region: 1 (jh)

(FMLAWRK) Rev. 7/8/09

STATE OF COLORADO
Department of Transportation
Agreement
with
CITY OF COMMERCE CITY

TABLE OF CONTENTS

1. PARTIES.....	2
2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.....	2
3. RECITALS.....	2
4. DEFINITIONS.....	2
5. TERM AND EARLY TERMINATION.....	3
6. SCOPE OF WORK.....	3
7. OPTION LETTER MODIFICATION.....	6
8. PAYMENTS.....	7
9. ACCOUNTING.....	9
10. REPORTING - NOTIFICATION.....	9
11. LOCAL AGENCY RECORDS.....	10
12. CONFIDENTIAL INFORMATION-STATE RECORDS.....	10
13. CONFLICT OF INTEREST.....	11
14. REPRESENTATIONS AND WARRANTIES.....	11
15. INSURANCE.....	12
16. DEFAULT-BREACH.....	13
17. REMEDIES.....	13
18. NOTICES and REPRESENTATIVES.....	15
19. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE.....	15
20. GOVERNMENTAL IMMUNITY.....	15
21. STATEWIDE CONTRACT MANAGEMENT SYSTEM.....	15
22. FEDERAL REQUIREMENTS.....	16
23. DISADVANTAGED BUSINESS ENTERPRISE (DBE).....	16
24. DISPUTES.....	16
25. GENERAL PROVISIONS.....	16
26. COLORADO SPECIAL PROVISIONS.....	19
27. SIGNATURE PAGE.....	21

28. EXHIBIT A – SCOPE OF WORK	
29. EXHIBIT B – LOCAL AGENCY RESOLUTION	
30. EXHIBIT C – FUNDING PROVISIONS	
31. EXHIBIT D – OPTION LETTER	
32. EXHIBIT E – LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST	
33. EXHIBIT F – CERTIFICATION FOR FEDERAL-AID CONTRACTS	
34. EXHIBIT G – DISADVANTAGED BUSINESS ENTERPRISE	
35. EXHIBIT H – LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES	
36. EXHIBIT I – FEDERAL-AID CONTRACT PROVISIONS	
37. EXHIBIT J – FEDERAL REQUIREMENTS	
38. EXHIBIT K – SUPPLEMENTAL FEDERAL PROVISIONS	

1. PARTIES

THIS AGREEMENT is entered into by and between CITY OF COMMERCE CITY (hereinafter called the "Local Agency"), and the STATE OF COLORADO acting by and through the Department of Transportation (hereinafter called the "State" or "CDOT").

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Agreement shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or their designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse the Local Agency for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment and the required approval, clearance and coordination have been accomplished from and with appropriate agencies.

i. Federal Authority

Pursuant to Title I, Subtitle A, Section 1108 of the "Transportation Equity Act for the 21st Century" of 1998 (TEA-21) and/or the "Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users" (SAFETEA-LU) of 2005 and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the "Federal Provisions"), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by the Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration ("FHWA").

ii. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.

C. Purpose

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT's Stewardship Agreement with the FHWA.

D. References

All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Agreement or Contract

"Agreement" or "Contract" means this Agreement, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Agreement, and any future modifying agreements, exhibits, attachments or references that are incorporated pursuant to Colorado State Fiscal Rules and Policies.

B. Agreement Funds

"Agreement Funds" means funds payable by the State to Local Agency pursuant to this Agreement.

C. Budget

"Budget" means the budget for the Work described in Exhibit C.

D. Consultant and Contractor

"Consultant" means a professional engineer or designer hired by Local Agency to design the Work and "Contractor" means the general construction contractor hired by Local Agency to construct the Work.

E. Evaluation

“Evaluation” means the process of examining the Local Agency’s Work and rating it based on criteria established in §6 and Exhibits A and E.

F. Exhibits and Other Attachments

The following exhibit(s) are attached hereto and incorporated by reference herein: **Exhibit A** (Scope of Work), **Exhibit B** (Resolution), **Exhibit C** (Funding Provisions), **Exhibit D** (Option Letter), **Exhibit E** (Checklist), **Exhibit F** (Certification for Federal-Aid Funds), **Exhibit G** (Disadvantaged Business Enterprise), **Exhibit H** (Local Agency Procedures), **Exhibit I** (Federal-Aid Contract Provisions), **Exhibit J** (Federal Requirements) and **Exhibit K** (Supplemental Federal Provisions).

G. Goods

“Goods” means tangible material acquired, produced, or delivered by the Local Agency either separately or in conjunction with the Services the Local Agency renders hereunder.

H. Oversight

“Oversight” means the term as it is defined in the Stewardship Agreement between CDOT and the Federal Highway Administration (“FHWA”) and as it is defined in the Local Agency Manual.

I. Party or Parties

“Party” means the State or the Local Agency and “Parties” means both the State and the Local Agency

J. Work Budget

Work Budget means the budget described in **Exhibit C**.

K. Services

“Services” means the required services to be performed by the Local Agency pursuant to this Contract.

L. Work

“Work” means the tasks and activities the Local Agency is required to perform to fulfill its obligations under this Contract and Exhibits A and E, including the performance of the Services and delivery of the Goods.

M. Work Product

“Work Product” means the tangible or intangible results of the Local Agency’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM AND EARLY TERMINATION

The Parties’ respective performances under this Agreement shall commence on the Effective Date. This Agreement shall terminate after five (5) years of state controllers signature in section 27, unless sooner terminated or completed as demonstrated by final payment and final audit.

6. SCOPE OF WORK

A. Completion

The Local Agency shall complete the Work and other obligations as described herein in **Exhibit A**. Work performed prior to the Effective Date or after final acceptance shall not be considered part of the Work.

B. Goods and Services

The Local Agency shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Contract Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed hereunder by the Local Agency, or any Consultants or Contractors shall be considered the Local Agency’s, Consultants’, or Contractors’ employee(s) for all purposes and shall not be employees of the State for any purpose.

D. State and Local Agency Commitments

i. Design

If the Work includes preliminary design or final design or design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), the Local Agency shall comply with and be responsible for satisfying the following requirements:

- a) Perform or provide the Plans to the extent required by the nature of the Work.
- b) Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.

- c) Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.
- d) Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.
- e) Stamp the Plans produced by a Colorado Registered Professional Engineer.
- f) Provide final assembly of Plans and all other necessary documents.
- g) Be responsible for the Plans' accuracy and completeness.
- h) Make no further changes in the Plans following the award of the construction contract to contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT and when final they shall be incorporated herein.

ii. Local Agency Work

- a) Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA), and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".
- b) Local Agency shall afford the State ample opportunity to review the Plans and make any changes in the Plans that are directed by the State to comply with FHWA requirements.
- c) Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or of construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance/provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in Exhibit H. If the Local Agency enters into a contract with a Consultant for the Work:
 - (1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, the Local Agency shall not enter into such Consultant contract.
 - (2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.
 - (3) Local Agency shall require that all billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - (4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in Exhibit H to administer the Consultant contract.
 - (5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from the Local Agency's attorney/authorized representative certifying compliance with Exhibit H and 23 C.F.R. 172.5(b) and (d).
 - (6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) The design work under this Agreement shall be compatible with the requirements of the contract between the Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.
 - (b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.
 - (c) The consultant shall review the Construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.
 - (d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require the Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

If the Work includes construction, the Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing Construction Contractor claims; construction supervision; and meeting the Quality Control requirements of the FHWA/CDOT Stewardship Agreement, as described in the Local Agency Contract Administration Checklist.

- a) If the Local Agency is performing the Work, the State may, after providing written notice of the reason for the suspension to the Local Agency, suspend the Work, wholly or in part, due to the failure of the Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
- b) The Local Agency shall be responsible for the following:
 - (1) Appointing a qualified professional engineer, licensed in the State of Colorado, as the Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures.
 - (2) For the construction of the Work, advertising the call for bids upon approval by the State and awarding the construction contract(s) to the low responsible bidder(s).
 - (a) All advertising and bid awards, pursuant to this agreement, by the Local Agency shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that the Local Agency and its Contractor shall incorporate Form 1273 (**Exhibit I**) in its entirety verbatim into any subcontract(s) for those services as terms and conditions therefore, as required by 23 C.F.R. 633.102(e).
 - (b) The Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. The Local Agency must accept or reject such bid within three (3) working days after they are publicly opened.
 - (c) As part of accepting bid awards, the Local Agency shall provide additional funds, subject to their availability and appropriation, necessary to complete the Work if no additional federal-aid funds are available.
 - (3) The requirements of this §6(D)(iii)(c)(2) also apply to any advertising and awards made by the State.
 - (4) If all or part of the Work is to be accomplished by the Local Agency's personnel (i.e. by force account) rather than by a competitive bidding process, the Local Agency shall perform such work in accordance with pertinent State specifications and requirements of 23 C.F.R. 635, Subpart B, Force Account Construction.
 - (a) Such Work will normally be based upon estimated quantities and firm unit prices agreed to between the Local Agency, the State and FHWA in advance of the Work, as provided for in 23 C.F.R. 635.204(c). Such agreed unit prices shall constitute a commitment as to the value of the Work to be performed.
 - (b) An alternative to the preceding subsection is that the Local Agency may agree to participate in the Work based on actual costs of labor, equipment rental, materials supplies and supervision necessary to complete the Work. Where actual costs are used, eligibility of cost items shall be evaluated for compliance with 48 C.F.R. Part 31.
 - (c) If the State provides matching funds under this Agreement, rental rates for publicly owned equipment shall be determined in accordance with the State's Standard Specifications for Road and Bridge Construction §109.04.
 - (d) All Work being paid under force account shall have prior approval of the State and/or FHWA and shall not be initiated until the State has issued a written notice to proceed.

E. State's Commitments

- a) The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.

- b) Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any major structures designed by, or that are the responsibility of, the Local Agency as identified in the Local Agency Contract Administration Checklist, **Exhibit E**.

F. ROW and Acquisition/Relocation

- a) If the Local Agency purchases a right of way for a State highway, including areas of influence, the Local Agency shall immediately convey title to such right of way to CDOT after the Local Agency obtains title.
- b) Any acquisition/relocation activities shall comply with all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.
- c) The Parties' respective compliance responsibilities depend on the level of federal participation; provided however, that the State always retains Oversight responsibilities.
- d) The Parties' respective responsibilities under each level in CDOT's Right of Way Manual (located at http://www.dot.state.co.us/ROW_Manual/) and reimbursement for the levels will be under the following categories:
 - (1) Right of way acquisition (3111) for federal participation and non-participation;
 - (2) Relocation activities, if applicable (3109);
 - (3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way - 3114).

G. Utilities

If necessary, the Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company which may become involved in the Work. Prior to the Work being advertised for bids, the Local Agency shall certify in writing to the State that all such clearances have been obtained.

a) Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, the Local Agency shall make timely application to the Public Utilities commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the Work without compliance. The Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities and:

- b) Execute an agreement setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.
- c) Obtain the railroad's detailed estimate of the cost of the Work.
- d) Establish future maintenance responsibilities for the proposed installation.
- e) Proscribe future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- f) Establish future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

H. Environmental Obligations

The Local Agency shall perform all Work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

I. Maintenance Obligations

The Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA, and the Local Agency shall provide for such maintenance and operations obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

7. OPTION LETTER MODIFICATION

An option letter may be used to add a phase without increasing total budgeted funds, increase or decrease the encumbrance amount as shown on **Exhibit C**, and/or transfer funds from one phase to another. Option letter modification is limited to the specific scenarios listed below. The option letter shall not be deemed valid until signed by the State Controller or an authorized delegate.

A. Option to add a phase and/or increase or decrease the total encumbrance amount.

The State may require the Local Agency to begin a phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous (this does not apply to Acquisition/Relocation or Railroads) as detailed in **Exhibit A** and at the same terms and conditions stated in the original Agreement, with the total budgeted funds remaining the same. The State may simultaneously increase and/or decrease the total encumbrance amount by replacing the original funding exhibit (**Exhibit C**) in the original Agreement with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc). The State may exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**. If the State exercises this option, the Agreement will be considered to include this option provision.

B. Option to transfer funds from one phase to another phase.

The State may require or permit the Local Agency to transfer funds from one phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another as a result of changes to state, federal, and local match. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.) and attached to the option letter. The funds transferred from one phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**. Any transfer of funds from one phase to another is limited to an aggregate maximum of 24.99% of the original dollar amount of either phase affected by a transfer. A bilateral amendment is required for any transfer exceeding 24.99% of the original dollar amount of the phase affected by the increase or decrease.

C. Option to do both Options A and B.

The State may require the Local Agency to add a phase as detailed in **Exhibit A**, and encumber and transfer funds from one phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.) and attached to the option letter. The addition of a phase and encumbrance and transfer of funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**.

8. PAYMENTS

The State shall, in accordance with the provisions of this §8, pay the Local Agency in the amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable is set forth in **Exhibit C** as determined by the State from available funds. Payments to the Local Agency are limited to the unpaid encumbered balance of the Contract set forth in **Exhibit C**. The Local Agency shall provide its match share of the costs as evidenced by an appropriate ordinance/resolution or other authority letter which expressly authorizes the Local Agency the authority to enter into this Agreement and to expend its match share of the Work. A copy of such ordinance/resolution or authority letter is attached hereto as **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Contract or in **Exhibit C** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Contract or such Exhibit. The Local Agency shall initiate any payment requests by submitting invoices to the State in the form and manner approved by the State.

ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by the Local Agency previously accepted by the State. Uncontested amounts not paid by the State within 45 days shall bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. The Local Agency shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the State's current fiscal year. Therefore, the Local Agency's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions. The State's performance hereunder is also contingent upon the continuing availability of federal funds. Payments pursuant to this Contract shall be made only from available funds encumbered for this Contract and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may terminate this Contract immediately, in whole or in part, without further liability in accordance with the provisions hereof.

iv. Erroneous Payments

At the State's sole discretion, payments made to the Local Agency in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by the Local Agency, may be recovered from the Local Agency by deduction from subsequent payments under this Contract or other contracts, Agreements or agreements between the State and the Local Agency or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any party other than the State.

C. Use of Funds

Contract Funds shall be used only for eligible costs identified herein.

D. Matching Funds

The Local Agency shall provide matching funds as provided in §8.A. and Exhibit C. The Local Agency shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. The Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of the Local Agency and paid into the Local Agency's treasury. The Local Agency represents to the State that the amount designated "Local Agency Matching Funds" in Exhibit C has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. The Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of the Local Agency. The Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the Local Agency's laws or policies.

E. Reimbursement of Local Agency Costs

The State shall reimburse the Local Agency's allowable costs, not exceeding the maximum total amount described in Exhibit C and §8. The applicable principles described in 49 C.F.R. 18 Subpart C and 49 C.F.R. 18.22 shall govern the State's obligation to reimburse all costs incurred by the Local Agency and submitted to the State for reimbursement hereunder, and the Local Agency shall comply with all such principles. The State shall reimburse the Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and Exhibit C. However, any costs incurred by the Local Agency prior to the date of FHWA authorization for the Work and prior to the Effective Date shall not be reimbursed absent specific FHWA and State Controller approval thereof. Costs shall be:

i. Reasonable and Necessary

Reasonable and necessary to accomplish the Work and for the Goods and Services provided.

ii. Net Cost

Actual net cost to the Local Agency (i.e. the price paid minus any items of value received by the Local Agency that reduce the cost actually incurred).

9. ACCOUNTING

The Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

A. Local Agency Performing the Work

If Local Agency is performing the Work, all allowable costs, including any approved services contributed by the Local Agency or others, shall be documented using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

B. Local Agency-Checks or Draws

Checks issued or draws made by the Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. All checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents shall be on file in the office of the Local Agency, clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other Work documents.

C. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. The Local Agency shall reimburse the State for the costs of any such services from the Budget as provided for in Exhibit C. If FHWA funding is not available or is withdrawn, or if the Local Agency terminates this Agreement prior to the Work being approved or completed, then all actual incurred costs of such services and assistance provided by the State shall be the Local Agency's sole expense.

D. Local Agency-Invoices

The Local Agency's invoices shall describe in detail the reimbursable costs incurred by the Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and shall not be submitted more often than monthly.

E. Invoicing Within 60 Days

The State shall not be liable to reimburse the Local Agency for any costs unless CDOT receives such invoices within 60 days after the date for which payment is requested, including final invoicing. Final payment to the Local Agency may be withheld at the discretion of the State until completion of final audit. Any costs incurred by the Local Agency that are not allowable under 49 C.F.R. 18 shall be reimbursed by the Local Agency, or the State may offset them against any payments due from the State to the Local Agency.

F. Reimbursement of State Costs

CDOT shall perform Oversight and the Local Agency shall reimburse CDOT for its related costs. The Local Agency shall pay invoices within 60 days after receipt thereof. If the Local Agency fails to remit payment within 60 days, at CDOT's request, the State is authorized to withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to CDOT. Interim funds shall be payable from the State Highway Supplementary Fund (400) until CDOT is reimbursed. If the Local Agency fails to make payment within 60 days, it shall pay interest to the State at a rate of one percent per month on the delinquent amounts until the billing is paid in full. CDOT's invoices shall describe in detail the reimbursable costs incurred, the dates incurred and the amounts thereof, and shall not be submitted more often than monthly.

10. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §10 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §18, if applicable.

A. Performance, Progress, Personnel, and Funds

The Local Agency shall submit a report to the State upon expiration or sooner termination of this Agreement, containing an Evaluation and Review of the Local Agency's performance and the final status of the Local Agency's obligations hereunder.

B. Litigation Reporting

Within 10 days after being served with any pleading related to this Agreement, in a legal action filed with a court or administrative agency, the Local Agency shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State or its principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of CDOT.

C. Noncompliance

The Local Agency's failure to provide reports and notify the State in a timely manner in accordance with this §10 may result in the delay of payment of funds and/or termination as provided under this Agreement.

D. Documents

Upon request by the State, the Local Agency shall provide the State, or its authorized representative, copies of all documents, including contracts and subcontracts, in its possession related to the Work.

11. LOCAL AGENCY RECORDS

A. Maintenance

The Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State 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 or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. The Local Agency shall maintain such records until the last to occur of the following: (i) a period of three years after the date this Agreement is completed or terminated, or (ii) three years after final payment is made hereunder, whichever is later, or (iii) for such further period as may be necessary to resolve any pending matters, or (iv) if an audit is occurring, or the Local Agency has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (collectively, the "Record Retention Period").

B. Inspection

The Local Agency shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe the Local Agency's records related to this Agreement during the Record Retention Period to assure compliance with the terms hereof or to evaluate the Local Agency's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Agreement, including any extension. If the Work fails to conform to the requirements of this Agreement, the State may require the Local Agency promptly to bring the Work into conformity with Agreement requirements, at the Local Agency's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require the Local Agency to take necessary action to ensure that future performance conforms to Agreement requirements and may exercise the remedies available under this Agreement at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

The Local Agency also shall permit the State, the federal government or any other duly authorized agent of a governmental agency, in their sole discretion, to monitor all activities conducted by the Local Agency pursuant to the terms of this Agreement using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All such monitoring shall be performed in a manner that shall not unduly interfere with the Local Agency's performance hereunder.

D. Final Audit Report

If an audit is performed on the Local Agency's records for any fiscal year covering a portion of the term of this Agreement, the Local Agency shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

12. CONFIDENTIAL INFORMATION-STATE RECORDS

The Local Agency shall comply with the provisions of this §12 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals. Nothing in this §12 shall be construed to require the Local Agency to violate the Colorado Open Records Act, C.R.S. § 24-72-101 et seq.

A. Confidentiality

The Local Agency shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of the Local Agency shall be immediately forwarded to the State's principal representative.

B. Notification

The Local Agency shall notify its agents, employees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by the Local Agency or its agents in any way, except as authorized by the Agreement and as approved by the State. The Local Agency shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by the Local Agency or its agents, except as set forth in this Agreement and approved by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by the Local Agency for any reason may be cause for legal action by third parties against the Local Agency, the State or their respective agents. The Local Agency is prohibited from providing indemnification to the State pursuant to the Constitution of the State of Colorado, Article XI, Section 1, however, the Local Agency shall be responsible for any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by the Local Agency, or its employees, agents, or assignees pursuant to this §12.

13. CONFLICT OF INTEREST

The Local Agency shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of the Local Agency's obligations hereunder. The Local Agency acknowledges that with respect to this Agreement even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, the Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Local Agency's obligations to the State hereunder. If a conflict or appearance exists, or if the Local Agency is uncertain whether a conflict or the appearance of a conflict of interest exists, the Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Agreement.

14. REPRESENTATIONS AND WARRANTIES

The Local Agency makes the following specific representations and warranties, each of which was relied on by the State in entering into this Agreement.

A. Standard and Manner of Performance

The Local Agency shall perform its obligations hereunder, including in accordance with the highest professional standard of care, skill and diligence and in the sequence and manner set forth in this Agreement.

B. Legal Authority – The Local Agency and the Local Agency's Signatory

The Local Agency warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement, or any part thereof, and to bind the Local Agency to its terms. If requested by the State, the Local Agency shall provide the State with proof of the Local Agency's authority to enter into this Agreement within 15 days of receiving such request.

C. Licenses, Permits, Etc.

The Local Agency represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. The Local Agency warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Agreement, without reimbursement by the State or other adjustment in Agreement Funds. Additionally, all employees and agents of the Local Agency performing Services under this Agreement shall hold all required licenses or certifications, if any, to perform their responsibilities. The Local Agency, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service

of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for the Local Agency to properly perform the terms of this Agreement shall be deemed to be a material breach by the Local Agency and constitute grounds for termination of this Agreement.

15. INSURANCE

The Local Agency and its contractors shall obtain and maintain insurance as specified in this section at all times during the term of this Agreement: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to the Local Agency and the State.

A. The Local Agency

i. Public Entities

If the Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then the Local Agency shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. The Local Agency shall show proof of such insurance satisfactory to the State, if requested by the State. The Local Agency shall require each Agreement with their Consultant and Contractor, that are providing Goods or Services hereunder, to include the insurance requirements necessary to meet Consultant or Contractor liabilities under the GIA.

ii. Non-Public Entities

If the Local Agency is not a "public entity" within the meaning of the Governmental Immunity Act, the Local Agency shall obtain and maintain during the term of this Agreement insurance coverage and policies meeting the same requirements set forth in §15(B) with respect to sub-contractors that are not "public entities".

B. Contractors

The Local Agency shall require each contract with Contractors, Subcontractors, or Consultants, other than those that are public entities, providing Goods or Services in connection with this Agreement, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of the Local Agency's Contractors, Subcontractors, or Consultant's employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, contractors, subcontractors, and consultants shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Local Agency a certificate or other document satisfactory to the Local Agency showing compliance with this provision.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Additional Insured

The Local Agency and the State shall be named as additional insured on the Commercial General Liability policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage

Coverage required of the Consultants or Contractors shall be primary over any insurance or self-insurance program carried by the Local Agency or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Local Agency and the State by certified mail.

vii. Subrogation Waiver

All insurance policies in any way related to this Agreement and secured and maintained by the Local Agency's Consultants or Contractors as required herein shall include clauses stating that each carrier

shall waive all rights of recovery, under subrogation or otherwise, against the Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

The Local Agency and all Contractors, subcontractors, or Consultants shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Agreement. No later than 15 days prior to the expiration date of any such coverage, the Local Agency and each contractor, subcontractor, or consultant shall deliver to the State or the Local Agency certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Agreement or any sub-contract, the Local Agency and each contractor, subcontractor, or consultant shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §15.

16. DEFAULT-BREACH

A. Defined

In addition to any breaches specified in other sections of this Agreement, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes a breach.

B Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §18. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §17. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Agreement in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

17. REMEDIES

If the Local Agency is in breach under any provision of this Agreement, the State shall have all of the remedies listed in this §17 in addition to all other remedies set forth in other sections of this Agreement following the notice and cure period set forth in §16(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If the Local Agency fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Agreement and in a timely manner, the State may notify the Local Agency of such non-performance in accordance with the provisions herein. If the Local Agency thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Agreement or such part of this Agreement as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. The Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, the Local Agency shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and sub-Agreements with third parties. However, the Local Agency shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Agreement's terms. At the sole discretion of the State, the Local Agency shall assign to the State all of the Local Agency's right, title, and interest under such terminated orders or sub-Agreements. Upon termination, the Local Agency shall take timely, reasonable and necessary action to protect and preserve property in the possession of the Local Agency in which the State has an interest. All materials owned by the State in the possession of the Local Agency shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by the Local Agency to the State and shall become the State's property.

ii. Payments

The State shall reimburse the Local Agency only for accepted performance received up to the date of termination. If, after termination by the State, it is determined that the Local Agency was not in default

or that the Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Agreement had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, the Local Agency also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Agreement by the Local Agency and the State may withhold any payment to the Local Agency for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from the Local Agency is determined. The State may withhold any amount that may be due to the Local Agency as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. The Local Agency shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Agreement for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Agreement ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Agreement in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Agreement by the State for cause or breach by the Local Agency, which shall be governed by §17(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify the Local Agency of the termination in accordance with §18, specifying the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice, the Local Agency shall be subject to and comply with the same obligations and rights set forth in §17(A)(i).

iii. Payments

If this Agreement is terminated by the State pursuant to this §17(B), the Local Agency shall be paid an amount which bears the same ratio to the total reimbursement under this Agreement as the Services satisfactorily performed bear to the total Services covered by this Agreement, less payments previously made. Additionally, if this Agreement is less than 60% completed, the State may reimburse the Local Agency for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the Local Agency which are directly attributable to the uncompleted portion of the Local Agency's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to the Local Agency hereunder.

C. Remedies Not Involving Termination

The State, its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend the Local Agency's performance with respect to all or any portion of this Agreement pending necessary corrective action as specified by the State without entitling the Local Agency to an adjustment in price/cost or performance schedule. The Local Agency shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by the Local Agency after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to the Local Agency until corrections in the Local Agency's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed that due to the Local Agency's actions or inactions cannot be performed or, if performed, would be of no value to the State; provided that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Demand removal of any of the Local Agency's employees, agents, or contractors whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Agreement is deemed to be contrary to the public interest or not in the State's best interest.

v. Intellectual Property

If the Local Agency infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Agreement, the Local Agency shall, at the State's option (a) obtain for the State or the Local Agency the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

18. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. If to State:

CDOT Region: 1
David Kosmiski
Project Manager
2000 S Holly St
Denver, CO 80222
303-398-6767

B. If to the Local Agency:

City of Commerce City
Michelle Halstead
Project Manager
7887 East 60th Avenue
Commerce City, CO 80022
303-289-3919

19. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or work product of any type, including drafts, prepared by the Local Agency in the performance of its obligations under this Agreement shall be the exclusive property of the State and all Work Product shall be delivered to the State by the Local Agency upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. The Local Agency shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of the Local Agency's obligations hereunder without the prior written consent of the State.

20. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees and of the Local Agency is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

21. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to the Local Agency under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §21 applies.

The Local Agency agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state agreements/contracts and inclusion of agreement/contract performance information in a statewide contract management system.

The Local Agency's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Agreement, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of the Local Agency's performance shall be part of the normal Agreement administration process and the Local Agency's performance will be systematically recorded in the statewide Agreement Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of the Local Agency's obligations under this Agreement shall be determined by the specific requirements of such obligations and shall include

factors tailored to match the requirements of the Local Agency's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Agreement term. The Local Agency shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that the Local Agency demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by CDOT, and showing of good cause, may debar the Local Agency and prohibit the Local Agency from bidding on future Agreements. The Local Agency may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of the Local Agency, by the Executive Director, upon showing of good cause.

22. FEDERAL REQUIREMENTS

The Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The Local Agency will comply with all requirements of Exhibit G and the Local Agency Contract Administration Checklist regarding DBE requirements for the Work, except that if the Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If the Local Agency uses any State- approved DBE program for this Agreement, the Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of the Local Agency's DBE program does not waive or modify the sole responsibility of the Local Agency for use of its program.

24. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

25. GENERAL PROVISIONS

A. Assignment

The Local Agency's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior written consent of the State. Any attempt at assignment, transfer, or subcontracting without such consent shall be void. All assignments and subcontracts approved by the Local Agency or the State are subject to all of the provisions hereof. The Local Agency shall be solely responsible for all aspects of subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §25(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous addition, deletion, or other amendment hereto shall not have any force or affect whatsoever, unless embodied herein.

F. Indemnification - General

If Local Agency is not a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., the Local Agency shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by the Local Agency, or its employees, agents, subcontractors or assignees pursuant to the terms of this Agreement. This clause is not applicable to a Local Agency that is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Agreement shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Limitations of Liability

Any and all limitations of liability and/or damages in favor of the Local Agency contained in any document attached to and/or incorporated by reference into this Agreement, whether referred to as an exhibit, attachment, schedule, or any other name, are void and of no effect. This includes, but is not necessarily limited to, limitations on (i) the types of liabilities, (ii) the types of damages, (iii) the amount of damages, and (iv) the source of payment for damages.

I. Modification

i. By the Parties

Except as specifically provided in this Agreement, modifications of this Agreement shall not be effective unless agreed to in writing by both parties in an amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF AGREEMENTS - TOOLS AND FORMS.

ii. By Operation of Law

This Agreement is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein

J. Order of Precedence

The provisions of this Agreement shall govern the relationship of the State and the Local Agency. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions,**
- ii. The provisions of the main body of this Agreement,**
- iii. Exhibit A (Scope of Work),**
- iv. Exhibit B (Local Agency Resolution),**
- v. Exhibit C (Funding Provisions),**
- vi. Exhibit D (Option Letter),**
- vii. Exhibit E (Local Agency Contract Administration Checklist),**

viii. Other exhibits in descending order of their attachment.

K. Severability

Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

L. Survival of Certain Agreement Terms

Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if the Local Agency fails to perform or comply as required.

M. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. The Local Agency shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing the Local Agency for them

N. Third Party Beneficiaries

Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

O. Waiver

Waiver of any breach of a term, provision, or requirement of this Agreement, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

26. COLORADO SPECIAL PROVISIONS

The Special Provisions apply to all Agreements except where noted in italics.

A. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Agreement shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

No term or condition of this Agreement shall 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, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. INDEPENDENT CONTRACTOR.

The Local Agency shall perform its duties hereunder as an independent contractor and not as an employee. Neither The Local Agency nor any agent or employee of The Local Agency shall be deemed to be an agent or employee of the State. The Local Agency and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for The Local Agency or any of its agents or employees. Unemployment insurance benefits shall be available to The Local Agency and its employees and agents only if such coverage is made available by The Local Agency or a third party. The Local Agency shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. The Local Agency shall not have authorization, express or implied, to bind the State to any Agreement, liability or understanding, except as expressly set forth herein. The Local Agency shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

The Local Agency shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. The Local Agency hereby certifies and warrants that, during the term of this Agreement and any extensions, The Local Agency has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that The Local Agency is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. The Local Agency has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of The Local Agency's services and The Local Agency shall not employ any person having such known interests.

J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not Applicable to intergovernmental agreements]. Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.

[Not Applicable to Agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services]. The Local Agency certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Agreement and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c). The Local Agency shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to The Local Agency that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Local Agency (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if The Local Agency has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If The Local Agency participates in the State program, The Local Agency shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that The Local Agency has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If The Local Agency fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, The Local Agency shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.

The Local Agency, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Agreement.

SPs Effective 1/1/09

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

27. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

<p>THE LOCAL AGENCY CITY OF COMMERCE CITY</p> <p>Name: <u>[Signature]</u> (print name)</p> <p>Title: <u>MAYOR</u> (print title)</p> <p><u>SEAN FORD</u> *Signature</p> <p>Date: <u>MAY 2ND 2016</u></p>	<p>STATE OF COLORADO John W. Hickenlooper Department of Transportation</p> <p>By: <u>[Signature]</u> Joshua Laipply, P.E., Chief Engineer (For) Shailen P. Bhatt, Executive Director</p> <p>Date: <u>5/11/2016</u></p>
---	---

<p>2nd Local Agency Signature if needed</p> <p>Name: <u>LAURA BALZER</u> (print name)</p> <p>Title: <u>City Clerk</u> (print title)</p> <p><u>[Signature]</u> *Signature</p> <p>Date: <u>May 2, 2016</u></p>	<p>STATE OF COLORADO LEGAL REVIEW Cynthia H. Coffman, Attorney General</p> <p>By: <u>NIA</u> Signature – Assistant Attorney General</p> <p>Date: _____</p>
---	---

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If The Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay The Local Agency for such performance or for any goods and/or services provided hereunder.

**STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD**

By: [Signature]
Colorado Department of Transportation

Date: 5-13-16

28. EXHIBIT A – SCOPE OF WORK

This planning-level connectivity study that will identify critical travel sheds on the state and interstate highway system, and the local arterial and major collector street system, west-to-east from I-25 to Quebec, and then south-to-north from Martin Luther King Boulevard (MLK)/32nd Avenue to I-270/U.S. 85 & 60th to S.H. 2.

The North Metropolitan Industrial Area Connectivity Study is a federally-funded, joint project of Adams County, the City of Commerce City and the City & County of Denver. The Project contract will be administered by the Commerce City, with a Project Management Team comprised of an individual representing each jurisdiction providing project oversight. The Commerce City's Project Manager for the North Metropolitan Industrial Area Connectivity Study will be responsible for the day-to-day management of this study. Specifically, the Project Manager will:

- Have primary authority for contract management, direction and enforcement
- Review and approve the consultant's monthly progress reports and invoices
- Review and approve any significant schedule changes and any contract modifications
- Review and approve all meeting agendas, minutes and meeting materials prepared by the consultant
- Hold regular meetings on project status with the Project Management Team (PMT)
- Lead meetings with the support of the consultant project manager

The Project Manager also will prepare reports on project status for presentations to relevant jurisdictional committees and elected officials meetings, as needed

PROJECT/SERVICES SUMMARY

The initial study area is bounded by I-25 to Quebec, and then south-to-north from Martin Luther King Boulevard (MLK)/32nd Avenue to I-270/U.S. 85 & 60th to S.H. 2. Because federal funding may be sought for project-identified improvements, the study should provide information and analysis to support future compliance with the National Environmental Policy Act.

Given the lack of connectivity in the study area and the need to improve the local transportation network, the City of Commerce City, Adams County, the City and County of Denver are jointly seeking a creative, multi-disciplinary team to assess the transportation system in the North Metro Industrial Area and provide preferred alternatives for future connectivity projects, as well as costing and phasing plans for implementation.

In order to plan for a future multimodal transportation network, the Project will combine technical modeling and analysis with a more comprehensive look at overall land use, travel

patterns and multimodal connectivity needs for a relatively large area with many barriers – interstate, state highways, the South Platte River and other waterways, and numerous rail lines.

An RFP will be issued for this work and the selected consultant team will identify critical “travel sheds” and roadway typologies in the North Metro Industrial Area, taking a broad look at the collection of streets, highways, and mobility routes that feed into the larger, connected transportation system. Travel shed boundaries will be based on areas that share similar characteristics, commercial vehicle movements and similar travel needs, including trips that originate and end in the same location. Geographic or natural features that create barriers to travel movement will be identified and new connections will be proposed. Existing and future “person trips” for all modes of travel in a travel shed will be studied rather than just vehicular demand. The use of travel sheds and person-trip concepts allows for a broader community analysis, with emphasis on assessing the effectiveness of all of the existing and desired multimodal network components in the context of the existing and proposed land uses, including the layout of streets and highways, grade separations (bridges and underpasses), truck routes, transit routes, bike routes and trails, and pedestrian facilities.

Initial connections for assessment and analysis include, but are not limited to, the following:

- Brighton Boulevard (S.H. 265) from I-70 to Colorado Blvd (S.H. 2)
- 58th Avenue to 56th Avenue connection from the South Platte River/Brighton Boulevard to Quebec
- 56th Avenue from Brighton Boulevard to Eudora Street
- Washington Street from S.H. 224 to I-70
- York Street from Brighton Blvd to I-270
- Holly Street extension north from I-70 to 52nd Avenue
- Ivy and/or Monaco bridge over I-70
- 64th Avenue from York to Monroe Street
- 53rd Avenue from Washington to Race Court
- Union Pacific grade separation somewhere between 47th and 49th Avenues
- BNSF bridge over Brighton Blvd. / York
- Vasquez Boulevard from I-70 to 60th Avenue
- Colorado Boulevard / SH 2 from Martin Luther King Boulevard (MLK)/32nd Avenue to 60th Avenue
- Quebec Street from Martin Luther King Boulevard (MLK)/32nd Avenue to

Enhanced Bus and Bus Rapid Transit (BRT) options should include incorporation of the Regional Transportation District’s (RTD’s) analysis of a connection between Commerce City’s former Mile

High Greyhound Park redevelopment site and the 40th and Colorado Station and/ or Central Park Boulevard Station on the East Corridor commuter rail line.

In identifying preferred alternatives for future projects, as well as costing and phasing plans for implementation, the contractor should identify criteria that determines the effectiveness of such solutions, includes a mix of traditional and non-traditional analysis and metrics.

The following are the specific tasks for the North Metropolitan Industrial Area Connectivity Study:

A. TASK 1: PROJECT MANAGEMENT

With the input of the PMT and Project Manager, the consultant shall prepare a project management plan for the study that specifies the roles and responsibilities of the consultant, sub-consultants and other study participants, identifies specific work tasks and sub-tasks, milestones, review/comment points, and provides a timeline/schedule of work.

Deliverables:

- Project Management Plan and Project timeline/schedule

B. TASK 2: PROJECT PURPOSE, GOALS AND ISSUES

The consultant will develop a clear statement of purpose and need for evaluating the transportation system in the North Metropolitan Industrial Area, including:

- Define the Purpose and Need for the project
- Define goals and objectives for the study
- Develop evaluation criteria (including the extent of environmental factors to be used in the evaluation process, economic development potential, and other relevant criteria)
- Identify key project issues/challenges and opportunities
- Identify the final project study area

Deliverables:

- White paper providing a statement of purpose and need, goals and objectives, and evaluation criteria for analysis of alternatives

C. TASK 3: PUBLIC INVOLVEMENT PROCESS

The consultant will develop the corridor study in the context of local, regional, and state plans and policies, and with input from the PMT and key stakeholders in the North Metropolitan Industrial Area travel sheds. The consultant will identify key stakeholders who could be affected by changes in the study area's transportation system, create and implement a targeted public involvement plan which builds on prior planning and outreach efforts that does not involve large-scale public meetings to seek input and inform stakeholders about the project desired planning-level connectivity study that will identify critical travel sheds on the state and

interstate highway system, and the local arterial and major collector street system, west-to-east from I-25 to Quebec, and then south-to-north from Martin Luther King Boulevard (MLK)/32nd Avenue to I-270/U.S. 85 & 60th to S.H. 2. The RFP provides a general description of services anticipated, specifies submittal requirements, outlines selection criteria and explains the selection process, and to document outcomes. All materials will be bilingual, with interpreters provided as needed to reach identified stakeholders.

The PMT is concerned that, with the many years of ongoing outreach to communities in this area on various studies, the Project must take a proactive approach to public participation by first acknowledging the transportation needs communities have already identified, and then use the list as an outreach tool to better define and refine what mode(s) of transportation infrastructure and services would best address the needs of the communities.

Deliverables:

- Develop a Public Involvement Plan, including stakeholder identification, to guide outreach throughout the project.
- Prepare content and distribute participation materials – e.g., newsletters, bulletins, fact sheets, graphical displays, videos, advertisements, notices, etc.
- Create web, video, and social media content that can be used by each jurisdiction
- Prepare slide presentations, and all presentation materials/graphical displays
- Develop a schedule of meetings to complete data gathering, presentation of concepts, and seek stakeholder input on project alternatives
- Develop and maintain a stakeholder mailing list
- Conducting public involvement activities in accordance with approved plan
- Document all public involvement activities in a Public Involvement Report

D. TASK 4: DATA COLLECTION AND ANALYSIS

1. Review of Relevant Local, Regional, and State Plans and Data

The contractor should review all relevant local, regional, and state plans, including but not limited to the following, and summarize the key goals, strategies, needs, and potential project priorities that may impact the future transportation network:

Adams County

- 2012 Transportation Plan
- Welby Subarea Plan
- 2012 Comprehensive Plan

Commerce City

- Commerce City Transportation Plan
- Mile High Greyhound Park Feasibility Study
- Commerce City Economic Development Strategic Plan
- C3 Vision: Comprehensive Plan
- U.S. 85 Feasibility Study

City and County of Denver

- Blueprint Denver (2002)
- Denver Moves (Bicycles) (2014)
- Strategic Transportation Plan (2008)
- Strategic Parking Plan (2010)
- National Western Center Master Plan (2015)
- Globeville Neighborhood Plan (2014)
- Elyria-Swansea Neighborhood Plan (2015)

Regional Transportation District (RTD)

- FasTracks North Metro Commuter Rail Line studies and operations plans
- FasTracks East Corridor studies and operations plans
- Relevant Bus Rapid Transit (BRT) plans and studies

Denver Regional Council of Governments (DRCOG)

- MetroVision 2040
- 2040 Regional Transportation Plan
- Freight & Goods Movement planning (under development)
- Active Transportation planning (under development)

Colorado Department of Transportation (CDOT)

- I-25 Planning Environmental Linkage Study
- I-70 East Final Environmental Impact Statement
- U.S. 36 Record of Decision
- State Freight and Passenger Rail Plan (2012)

Deliverables:

- A matrix of transportation improvements or services identified from the above studies that are within, adjacent to, or in close proximity to the study area.

2. Coordination with Ongoing Studies

The consultant should coordinate with relevant local, regional, and state studies underway adjacent to or within the identified study area to understand how those studies may inform the outcomes of the Industrial Study. Coordination should occur with, but is not limited to: the I-270 Planning Environmental Linkage Study, the Adams County Connection Plan, the NDCC Master Transportation Plan, Denver Moves: Transit, Denver Moves: Pedestrian and Trails, RTD's North Area Transit Extension (NATE) and update to the Blueprint Denver Plan.

3. Travel Demand Analysis

The consultant should use the most recent Denver Regional Council of Governments (DRCOG) travel model as a starting point. The consultant shall document, analyze, and summarize demographic data and existing relevant transportation and land use data for the study area -- both current and 2040 projections -- including but not limited to:

- Population and employment
- Vehicles per household and persons per household
- Land use and economic development, including key activity centers
- Public right-of-way and roadway cross-sections and elements
- Traffic volumes and levels of service on roadways and at intersections
- Utility infrastructure
- Parking availability (on- and off-street)
- Person-trip capacity analysis for all modes
- Pedestrian and bicycle activity and facilities
- Transit ridership and service
- Commercial vehicle routes

Deliverable:

- Conditions report summarizing the data collection and analysis results.
- Map summarizing analysis, key areas of consideration, data collection

E. TASK 5: IDENTIFICATION OF TRAVEL SHED OPTIONS

The PMT desires the study process to be a creative integration of redevelopment and transportation planning in the North Metropolitan Industrial Area Connectivity Study. Based on public involvement and results of the data collection and analysis, the contractor will propose an iterative process with the PMT to:

- Develop criteria for identifying multimodal transportation improvement options and alternatives
- Identify roadway typologies
- Identify a list of possible options for improving vehicular, transit, bicycle and pedestrian travel in and through the North Metro Industrial Area
- Identify associated infrastructure requirements
- Identify potential right-of-way requirements

Deliverables:

- White paper of North Metro Industrial Area travel shed options and recommended alternatives list

F. TASK 6: IMPACT ANALYSIS AND RECOMMENDATIONS

The contractor will use the results from the options identification task and evaluate the potential impacts associated with them. Potential combinations of options for overall strategies will be developed.

The contractor will conduct a trade-off analysis of options, including an opportunities and constraints analysis for each, with a focus on right of way, community impacts, capital costs, traffic and multimodal travel impacts, utility impacts, and related factors.

The contractor will complete a planning-level environmental scan to identify environmental resources that may be impacted by the implementation of future transportation connectivity projects, including:

- Land Use, Socioeconomics, and Community
- Properties Acquired for Right-of-Way and Displacements
- Parks and Recreation
- Air Quality
- Traffic Noise
- Historic and Archaeological Resources
- Paleontology
- Water Resources and Floodplains
- Wetlands and Other Waters of the US
- Special Status Species
- Hazardous Materials
- Cumulative Impacts

Deliverables:

- White paper of alternatives analysis, impacts related to North Metro Industrial Area travel shed options
- Map sketches of alternatives

G. TASK 7: COSTING, IMPLEMENTATION STRATEGIES

The contractor will specify the challenges and issues related to implementation of alternatives, including identifying likely impacts related to options and recommending strategies to minimize impacts to existing and future utility infrastructure.

The contractor should identify potential impacts and possible methods to minimize impacts from implementation of transportation improvement strategies.

The contractor will develop a set of project recommendations that could be implemented either jointly or independently over time.

Deliverables

- Concept designs, planning-level (rough order of magnitude) table of costs, and recommended project phasing schedules for each identified alternative
- White paper and spreadsheet of prioritized alternatives, costing, and implementation strategies.

H. TASK 8: DRAFT AND FINAL PROJECT REPORTS

The contractor will use the results of the white papers to prepare a report of the study results that could support future compliance with NEPA. A draft report, including maps and images, will be provided to the PMT for review and the contractor will document feedback and responses to comments, questions and concerns, preparing a final report that incorporates responses to PMT comments.

Deliverables:

- Draft Report
- Final Report

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

29. EXHIBIT B – LOCAL AGENCY RESOLUTION

LOCAL AGENCY
ORDINANCE
or
RESOLUTION

**RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL
AGREEMENT BY AND BETWEEN THE CITY OF COMMERCE CITY AND THE
COLORADO DEPARTMENT OF TRANSPORTATION**

NO. 2016-56

WHEREAS, the City of Commerce City ("City") intends to complete planning-level Industrial Area Connectivity Study, which will identify critical travel sheds on the state and interstate highway system;

WHEREAS, the City and the Colorado Department of Transportation ("CDOT") wish to enter an agreement attached hereto regarding funding of the Project ("Agreement");

WHEREAS, CDOT requires the City to pass a resolution authorizing the City to enter into the Agreement; and

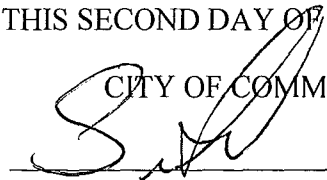
WHEREAS, the City is authorized pursuant to § 29-1-203, C.R.S., as amended, and Section 4.13 of the Charter of the City of Commerce City to enter into intergovernmental agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COMMERCE CITY, COLORADO, AS FOLLOWS:

1. The City Council finds and determines that approval of the Agreement is and shall be in the best interest of the residents of the City.
2. The Agreement, substantially in the form attached, is hereby approved.
3. The City Manager and the City Clerk are hereby authorized and directed to sign and attest the Agreement, substantially in the form attached, on behalf of the City.

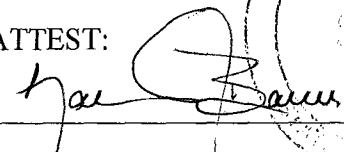
RESOLVED AND PASSED THIS SECOND DAY OF MAY, 2016.

CITY OF COMMERCE CITY

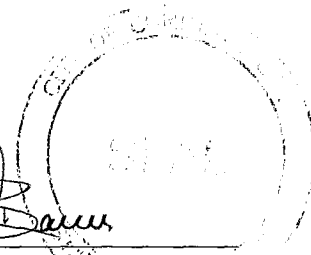


Sean Ford, Mayor

ATTEST:



Laura J. Bauer, CMC, City Clerk



30. EXHIBIT C – FUNDING PROVISIONS

STU C120-027 (21097)

A. Cost of Work Estimate

The Local Agency has estimated the total cost of the Work to be \$875,000.00, which is to be funded as follows:

1 BUDGETED FUNDS				
a. Federal Funds (FY 16 @ 80%)				\$700,000.00
b. Local Agency Matching Funds (FY 16 @ 20%)				\$175,000.00
TOTAL BUDGETED FUNDS				\$875,000.00
2 ESTIMATED CDOT-INCURRED COSTS				
a. Federal Share (80% of Participating Costs)				\$0.00
b. Local Agency				\$0.00
TOTAL ESTIMATED CDOT-INCURRED COSTS				\$0.00
3 ESTIMATED PAYMENT TO LOCAL AGENCY				
a. Federal Funds Budgeted (1a)				\$700,000.00
b. Less Estimated Federal Share of CDOT-Incurred Costs (2a)				\$0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY				\$700,000.00
FOR CDOT ENCUMBRANCE PURPOSES				
Total Encumbrance Amount				\$875,000.00
Less ROW Acquisition 3111 and/or ROW Relocation 3109				\$0.00
Net to be encumbered as follows:				\$875,000.00
	WBS Element 21097.10.50	Misc	3404	\$875,000.00
	WBS Element <<<<<>>>>	Const	3301	\$0.00

B. Matching Funds

The matching ratio for the federal participating funds of this Work is 80% federal-aid funds (CFDA #20.205) to 20% Local Agency funds, it being understood that such ratio applies only to the \$875,000.00 that is eligible for federal participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total participating cost of performance of the Work exceeds \$875,000.00, and additional federal funds are made available for the Work, the Local Agency shall pay 20% of all such costs eligible for federal participation and 100% of all non-participating costs; if additional federal funds are not made available, the Local Agency shall pay all such excess costs. If the total participating cost of performance of the Work is less than \$875,000.00, then the amounts of Local Agency and federal-aid funds will be decreased in accordance with the funding ratio described herein. The performance of the Work shall be at no cost to the State.

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$700,000.00 (For CDOT accounting purposes, the federal funds of \$700,000.00 and the Local Agency matching funds of \$175,000.00 will be encumbered for a total encumbrance of \$875,000.00), unless such amount is decreased as described in Sections B. and C. 1. of this Exhibit C, or increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

1. The maximum amount payable shall be reduced without amendment when the actual amount of the local agency's awarded contract is less than the budgeted total of the federal participating funds and the local agency matching funds. The maximum amount payable shall be reduced through the execution of an Option Letter as described in Section 7. A. of this contract.

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving more than \$750,000 from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations) see also, 49 C.F.R. 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. Expenditure less than \$750,000

If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. Expenditure exceeding more than \$750,000-Highway Funds Only

If the Local Agency expends more than \$750,000 in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. Expenditure exceeding more than \$750,000-Multiple Funding Sources

If the Local Agency expends more than \$750,000 in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

31. EXHIBIT D – OPTION LETTER

SAMPLE IGA OPTION LETTER

(This option has been created by the Office of the State Controller for CDOT use only)

NOTE: This option is limited to the specific contract scenarios listed below
AND may be used in place of exercising a formal amendment.

Date:	State Fiscal Year:	Option Letter No.	Option Letter CMS Routing #
			Option Letter SAP #
Original Contract CMS #		Original Contract SAP #	

Vendor name: _____

SUBJECT:

Option to unilaterally authorize the Local Agency to begin a phase which may include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous ONLY (does not apply to Acquisition/Relocation or Railroads) and to update encumbrance amounts(a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

Option to unilaterally transfer funds from one phase to another phase (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

Option to unilaterally do both A and B (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

REQUIRED PROVISIONS:

Option A (Insert the following language for use with the Option A):

In accordance with the terms of the original Agreement (insert CMS routing # of the original Agreement) between the State of Colorado, Department of Transportation and (insert the Local Agency's name here), the State hereby exercises the option to authorize the Local Agency to begin a phase that will include (describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous) and to encumber previously budgeted funds for the phase based upon changes in funding availability and authorization. The encumbrance for (Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous)is (insert dollars here). A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (The following is a NOTE only, please delete when using this option. Future changes for this option for **Exhibit C** shall be labled as follows: **C-2, C-3, C-4, etc.**).

Option B (Insert the following language for use with Option B):

In accordance with the terms of the original Agreement (insert CMS # of the original Agreement) between the State of Colorado, Department of Transportation and (insert the Local Agency's name here), the State hereby exercises the option to transfer funds from (describe phase from which funds will be moved) to (describe phase to which funds will be moved) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (The following is a NOTE only so please delete when using this option: future changes for this option for **Exhibit C** shall be labeled as follows: **C-2, C-3, C-4, etc.**; and no more than 24.99% of any phase may be moved using this option letter. A transfer greater than 24.99% must be

made using an formal amendment)..

Option C (Insert the following language for use with Option C):

In accordance with the terms of the original Agreement (insert CMS routing # of original Agreement) between the State of Colorado, Department of Transportation and (insert the Local Agency's name here), the State hereby exercises the option to 1) release the Local Agency to begin a phase that will include (describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous); 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from (describe phase from which funds will be moved) to (describe phase to which funds will be moved) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (The following is a NOTE only so please delete when using this option: future changes for this option for **Exhibit C** shall be labeled as follows: **C-2, C-3, C-4, etc.**; and no more than 24.99% of any phase may be moved using this option letter. A transfer greater than 24.99% must be made using an formal amendment).

(The following language must be included on ALL options):

The total encumbrance as a result of this option and all previous options and/or amendments is now (insert total encumbrance amount), as referenced in **Exhibit (C-1, C-2, etc., as appropriate)**. The total budgeted funds to satisfy services/goods ordered under the Agreement remains the same: (indicate total budgeted funds) as referenced in **Exhibit (C-1, C-2, etc., as appropriate)** of the original Agreement.

The effective date of this option letter is upon approval of the State Controller or delegate.

APPROVALS:

State of Colorado:

John W. Hickenlooper, Governor

By: _____ Date: _____
Executive Director, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

**State Controller
Robert Jaros, CPA, MBA, JD**

By: _____

Date: _____

32. EXHIBIT E – LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

The following checklist has been developed to ensure that all required aspects of a project approved for Federal funding have been addressed and a responsible party assigned for each task.

After a project has been approved for Federal funding in the Statewide Transportation Improvement Program, the Colorado Department of Transportation (CDOT) Project Manager, Local Agency Project Manager, and CDOT Resident Engineer prepare the checklist. It becomes a part of the contractual agreement between the Local Agency and CDOT. The CDOT Agreements Unit will not process a Local Agency agreement without this completed checklist. It will be reviewed at the Final Office Review meeting to ensure that all parties remain in agreement as to who is responsible for performing individual tasks.

COLORADO DEPARTMENT OF TRANSPORTATION LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST			
Project No. C120-027	STIP No. 2016-047	Project Code 21097	Region 01
Project Location Commerce City			Date
Project Description North Metropolitan Industrial Area Connectivity Study			
Local Agency Commerce City Colorado		Local Agency Project Manager Michelle Halstead	
CDOT Resident Engineer Markos Atamo		CDOT Project Manager David Kosmiski	
<p>INSTRUCTIONS: This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency agreement. Section numbers correspond to the applicable chapters of the <i>CDOT Local Agency Manual</i>.</p> <p>The checklist shall be prepared by placing an "X" under the responsible party, opposite each of the tasks. The "X" denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, a "#" will denote that CDOT must concur or approve.</p> <p>Tasks that will be performed by Headquarters staff will be indicated. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.</p> <p>The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.</p> <p>Note: Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.</p>			

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
TIP / STIP AND LONG-RANGE PLANS			
2.1	Review Project to ensure it is consistent with STIP and amendments thereto		X
FEDERAL FUNDING OBLIGATION AND AUTHORIZATION			
4.1	Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement)		X
PROJECT DEVELOPMENT			
5.1	Prepare Design Data - CDOT Form 463	Na	
5.2	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
5.3	Conduct Consultant Selection/Execute Consultant Agreement <ul style="list-style-type: none"> • Project Development • Construction Contract Administration (including Fabrication Inspection Services) 	x	
5.4	Conduct Design Scoping Review Meeting	Na	
5.5	Conduct Public Involvement	x	
5.6	Conduct Field Inspection Review (FIR)	Na	
5.7	Conduct Environmental Processes (may require FHWA concurrence/involvement)	x	
5.8	Acquire Right-of-Way (may require FHWA concurrence/involvement)	Na	
5.9	Obtain Utility and Railroad Agreements	Na	
5.10	Conduct Final Office Review (FOR)	Na	

CDOT Form 1243 11/15 Page 1 of 4

Previous editions are obsolete and may not be used.

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
5.11	Justify Force Account Work by the Local Agency	Na	
5.12	Justify Proprietary, Sole Source, or Local Agency Furnished Items	Na	
5.13	Document Design Exceptions - CDOT Form 464	Na	
5.14	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	Na	
5.15	Ensure Authorization of Funds for Construction		X
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
6.1	Set Underutilized Disadvantaged Business Enterprise (UBDE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist)		X
6.2	Determine Applicability of Davis-Bacon Act This project <input type="checkbox"/> is <input type="checkbox"/> is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) CDOT Resident Engineer (Signature on File) _____ Date _____		X
6.3	Set On-the-Job Training Goals. Goal is zero if total construction is less than \$1 million (CDOT Region EEO/Civil Rights Specialist)		X
6.4	Title VI Assurances		X
	Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)		X
ADVERTISE, BID AND AWARD			
7.1	Obtain Approval for Advertisement Period of Less Than Three Weeks	X	
7.2	Advertise for Bids	X	
7.3	Distribute "Advertisement Set" of Plans and Specifications	Na	
7.4	Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement	Na	
7.5	Open Bids	X	
7.6	Process Bids for Compliance		X
	Check CDOT Form 1415 - Commitment Confirmation when the low bidder meets UDBE goals		X
	Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals		X
	Submit required documentation for CDOT award concurrence	X	
7.7	Concurrence from CDOT to Award		X
7.8	Approve Rejection of Low Bidder		X
7.9	Award Contract	X	
7.10	Provide "Award" and "Record" Sets of Plans and Specifications	Na	
CONSTRUCTION MANAGEMENT			
8.1	Issue Notice to Proceed to the Contractor	Na	
8.2	Project Safety	Na	
8.3	Conduct Conferences:		
	Pre-Construction Conference (Appendix B) • Fabrication Inspection Notifications	Na	
	Pre-survey • Construction staking • Monumentation	Na Na	
	Partnering (Optional)	Na	
	Structural Concrete Pre-Pour (Agenda is in CDOT Construction Manual)	Na	
	Concrete Pavement Pre-Paving (Agenda is in CDOT Construction Manual)	Na	
	HMA Pre-Paving (Agenda is in CDOT Construction Manual)	Na	
8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	Na	
8.5	Supervise Construction		

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
	A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." Local Agency Professional Engineer or _____ Phone number _____ CDOT Resident Engineer	Na	
	Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	Na	
	Construction inspection and documentation	Na	
	Fabrication Inspection and documentation	Na	
8.6	Approve Shop Drawings	Na	
8.7	Perform Traffic Control Inspections	Na	
8.8	Perform Construction Surveying	Na	
8.9	Monument Right-of-Way	Na	
8.10	Prepare and Approve Interim and Final Contractor Pay Estimates Provide the name and phone number of the person authorized for this task. _____ Local Agency Representative _____ Phone number _____	Na	
8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	Na	
8.12	Prepare and Authorize Change Orders	X	
8.13	Submit Change Order Package to CDOT	X	
8.14	Prepare Local Agency Reimbursement Requests	X	
8.15	Monitor Project Financial Status	Na	
8.16	Prepare and Submit Monthly Progress Reports	Na	
8.17	Resolve Contractor Claims and Disputes	Na	
8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. _____ CDOT Resident Engineer _____ Phone number _____		X
MATERIALS			
9.1	Discuss Materials at Pre-Construction Meeting • Buy America documentation required prior to installation of steel	Na	
9.2	Complete CDOT Form 250 - Materials Documentation Record • Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project • Update the form as work progresses • Complete and distribute form after work is completed	Na Na Na	
9.3	Perform Project Acceptance Samples and Tests	Na	
9.4	Perform Laboratory Verification Tests	Na	
9.5	Accept Manufactured Products Inspection of structural components: • Fabrication of structural steel and pre-stressed concrete structural components • Bridge modular expansion devices (0" to 6" or greater) • Fabrication of bearing devices	Na Na Na	
9.6	Approve Sources of Materials	Na	
9.7	Independent Assurance Testing (IAT), Local Agency Procedures <input type="checkbox"/> CDOT Procedures <input type="checkbox"/> • Generate IAT schedule • Schedule and provide notification • Conduct IAT	Na Na Na	
9.8	Approve mix designs • Concrete • Hot mix asphalt	Na Na	

CDOT Form 1243 11/15 Page 3 of 4

Previous editions are obsolete and may not be used.

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
9.9	Check Final Materials Documentation	Na	
9.10	Complete and Distribute Final Materials Documentation	Na	
CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	Na	
10.2	Process CDOT Form 205 - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist	Na	
10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	Na	
10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	Na	
10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. Complete CDOT Form 200 - OJT Training Questionnaire	Na	
10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)	Na	
10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	Na	
FINALS			
11.1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Local Agency participation.)		X
11.2	Write Final Project Acceptance Letter	Na	
11.3	Advertise for Final Settlement	Na	
11.4	Prepare and Distribute Final As-Constructed Plans	Na	
11.5	Prepare EEO Certification	Na	
11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	Na	
11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	Na	
11.8	Obtain CDOT Form 1419 from the Contractor and Submit to the Resident Engineer	Na	
11.9	(FHWA Form 47 discontinued)	Na	
11.10	Complete and Submit CDOT Form 1212 - Final Acceptance Report (by CDOT)		X
11.11	Process Final Payment	Na	
11.12	Complete and Submit CDOT Form 950 - Project Closure		X
11.13	Retain Project Records for Six Years from Date of Project Closure	Na	
11.14	Retain Final Version of Local Agency Contract Administration Checklist	Na	

cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region EEO/Civil Rights Specialist
CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

33. EXHIBIT F – CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agree by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Required by 23 CFR 635.112

34. EXHIBIT G – DISADVANTAGED BUSINESS ENTERPRISE

SECTION 1. Policy.

It is the policy of the Colorado Department of Transportation (CDOT) that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Consequently, the 49 CFR Part IE DBE requirements the Colorado Department of Transportation DBE Program (or a Local Agency DBE Program approved in advance by the State) apply to this agreement.

SECTION 2. DBE Obligation.

The recipient or its the Local Agency agrees to ensure that disadvantaged business enterprises as determined by the Office of Certification at the Colorado Department of Regulatory Agencies have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all participants or contractors shall take all necessary and reasonable steps in accordance with the CDOT DBE program (or a Local Agency DBE Program approved in advance by the State) to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT assisted contracts.

SECTION 3 DBE Program.

The Local Agency (sub-recipient) shall be responsible for obtaining the Disadvantaged Business Enterprise Program of the Colorado Department of Transportation, 1988, as amended, and shall comply with the applicable provisions of the program. (If applicable).

A copy of the DBE Program is available from and will be mailed to the Local Agency upon request:

Business Programs Office
Colorado Department of Transportation
4201 East Arkansas Avenue, Room 287
Denver, Colorado 80222-3400
Phone: (303) 757-9234

revised 1/22/98

Required by 49 CFR Part 26

35. EXHIBIT H – LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

THE LOCAL AGENCY SHALL USE THESE PROCEDURES TO IMPLEMENT FEDERAL-AID PROJECT AGREEMENTS WITH PROFESSIONAL CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded local agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states "The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost" and according to 23 CFR 172.5 "Price shall not be used as a factor in the analysis and selection phase." Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a local agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting local agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting local agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The request for consultant services should include the scope of work, the evaluation factors and their relative importance, the method of payment, and the goal of 8% for Disadvantaged Business Enterprise (DBE) participation as a minimum for the project.
5. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

- a. Qualifications,
- b. Approach to the Work,
- c. Ability to furnish professional services.
- d. Anticipated design concepts, and
- e. Alternative methods of approach for furnishing the professional services.

Evaluation factors for final selection are the consultant's:

- a. Abilities of their personnel,
 - b. Past performance,
 - c. Willingness to meet the time and budget requirement,
 - d. Location,
 - e. Current and projected work load,
 - f. Volume of previously awarded contracts, and
 - g. Involvement of minority consultants.
6. Once a consultant is selected, the local agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than \$50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.
 7. A qualified local agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the local agency prepares a performance evaluation (a CDOT form is available) on the consultant.
 8. Each of the steps listed above is to be documented in accordance with the provisions of 49 CFR 18.42, which provide for records to be kept at least three years from the date that the local agency submits its final expenditure report. Records of projects under litigation shall be kept at least three years after the case has been settled.

CRS §§24-30-1401 through 24-30-1408, 23 CFR Part 172, and P.D. 400.1, provide additional details for complying with the preceding eight (8) steps.

36. EXHIBIT I -- FEDERAL-AID CONTRACT PROVISIONS

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate supervision and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FIWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FIWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WHI-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FIWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FIWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. **Contract termination: debayment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debayment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FI IWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(a) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

37. EXHIBIT J – FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Uniform Administrative Requirements for Agreements and Cooperative Agreements to State and Local Governments (Common Rule)

The "Uniform Administrative Requirements for Agreements and Cooperative Agreements to State and Local Governments (Common Rule), at 49 Code of Federal Regulations, Part 18, except to the extent that other applicable federal requirements (including the provisions of 23 CFR Parts 172 or 633 or 635) are more specific than provisions of Part 18 and therefore supersede such Part 18 provisions. The requirements of 49 CFR 18 include, without limitation: the Local Agency/Contractor shall follow applicable procurement procedures, as required by section 18.36(d); the Local Agency/Contractor shall request and obtain prior CDOT approval of changes to any subcontracts in the manner, and to the extent required by, applicable provisions of section 18.30; the Local Agency/Contractor shall comply with section 18.37 concerning any sub-Agreements; to expedite any CDOT approval, the Local Agency/Contractor's attorney, or other authorized representative, shall also submit a letter to CDOT certifying Local Agency/Contractor compliance with section 18.30 change order procedures, and with 18.36(d) procurement procedures, and with 18.37 sub-Agreement procedures, as applicable; the Local Agency/Contractor shall incorporate the specific contract provisions described in 18.36(i) (which are also deemed incorporated herein) into any subcontract(s) for such services as terms and conditions of those subcontracts.

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

Clear Air Act

Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of \$100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

Nondiscrimination

42 USC 6101 et seq. 42 USC 2000d, 29 USC 794, and implementing regulation, 45 C.F.R. Part 80 et seq. These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds.

ADA

The Americans with Disabilities Act (Public Law 101-336; 42 USC 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213 47 USC 225 and 47 USC 611.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees and successors in interest, agree as follows:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this **Exhibit J** in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

38. EXHIBIT K – SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
 - 1.1. **“Award”** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:
 - 1.1.1. Grants;
 - 1.1.2. Contracts;
 - 1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
 - 1.1.4. Loans;
 - 1.1.5. Loan Guarantees;
 - 1.1.6. Subsidies;
 - 1.1.7. Insurance;
 - 1.1.8. Food commodities;
 - 1.1.9. Direct appropriations;
 - 1.1.10. Assessed and voluntary contributions; and
 - 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award *does not* include:

 - 1.1.12. Technical assistance, which provides services in lieu of money;
 - 1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 1.1.14. Any award classified for security purposes; or
 - 1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
 - 1.2. **“Contract”** means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.
 - 1.3. **“Contractor”** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
 - 1.4. **“Data Universal Numbering System (DUNS) Number”** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: <http://fedgov.dnb.com/webform>.
 - 1.5. **“Entity”** means all of the following as defined at 2 CFR part 25, subpart C;
 - 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.5.2. A foreign public entity;

- 1.5.3. A domestic or foreign non-profit organization;
 - 1.5.4. A domestic or foreign for-profit organization; and
 - 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **"Executive"** means an officer, managing partner or any other employee in a management position.
 - 1.7. **"Federal Award Identification Number (FAIN)"** means an Award number assigned by a Federal agency to a Prime Recipient.
 - 1.8. **"FFATA"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."
 - 1.9. **"Prime Recipient"** means a Colorado State agency or institution of higher education that receives an Award.
 - 1.10. **"Subaward"** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's support in the performance of all or any portion of the substantive project or program for which the Award was granted.
 - 1.11. **"Subrecipient"** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.
 - 1.12. **"Subrecipient Parent DUNS Number"** means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.
 - 1.13. **"Supplemental Provisions"** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
 - 1.14. **"System for Award Management (SAM)"** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
 - 1.15. **"Total Compensation"** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:
 - 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
 - 1.16. **"Transparency Act"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

- 1.17 **“Vendor”** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.
2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
- 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
- 4.2. In the preceding fiscal year, Contractor received:
- 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

7. Subrecipient Reporting Requirements. If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 ToSAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

- 7.1.1 Subrecipient DUNS Number;
- 7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
- 7.1.3 Subrecipient Parent DUNS Number;
- 7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

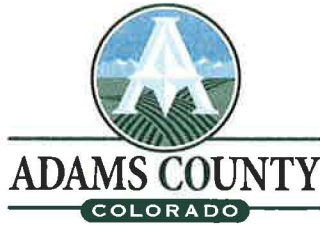
7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

- 7.2.1 Subrecipient's DUNS Number as registered in SAM.
- 7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

- 8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 8.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 8.3. Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
- 8.4. There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.



September 23, 2014

Commissioners' Office
4430 South Adams County Parkway
5th Floor, Suite C5000A
Brighton, CO 80601-8204
PHONE 720.523.6100
FAX 720.523.6045
www.adcogov.org

Jennifer Schaufele
Executive Director, Denver Regional Council of Governments
1290 Broadway, Suite 700
Denver, CO 80203

RE: Commitment in Principle towards the Local Match on the Adams County, Denver and
Commerce City's Industrial Area Study


Dear Jennifer,

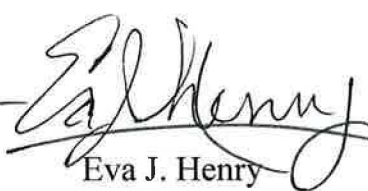
Adams County is pleased to provide a local match commitment in principle of \$100,000 towards Commerce City's TIP submittal, subject to annual appropriation and execution of an IGA. The county, Commerce City and Denver will use the study to identify critical travel sheds on our local arterial and major collector street system generally within the boundaries of I-25, I-270 and Smith Road/40th Avenue. The study will emphasize key connections to I-270 and I-70 and include some specific analysis in critical areas, including studying the feasible options for improving the intersection of 60th & U.S. 85 – a top priority for the county and its cities.

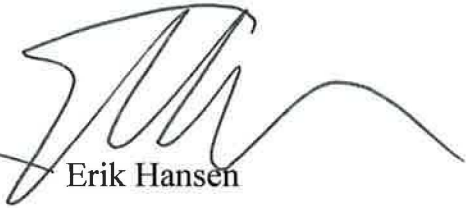
The county looks forward to working with Commerce City and Denver on this important travel shed study.

If you have any questions, please do not hesitate to contact us.

Sincerely,


Charles "Chaz" Tedesco
Chairman


Eva J. Henry


Erik Hansen

c: Commerce City Council
Denver City Council

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 12, 2017
SUBJECT: U.S. Department of Homeland Security / FEMA - FY2017 Pre-Disaster Mitigation (PDM) Grant Application – Ratification of Prior Approval
FROM: Kristin Sullivan, Director
AGENCY/DEPARTMENT: Community & Economic Development / Office of Emergency Mgmt
HEARD AT STUDY SESSION ON 10/17/2017 (AIR)
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners ratifies the prior approval of the grant application

BACKGROUND:

The Community & Economic Development requests that the Board of County Commissioners ratify the prior decision to authorize a grant application to the U.S. Department of Homeland Security, Federal Emergency Management Agency. The Pre-Disaster Mitigation (PDM) program makes available Federal funds to State, Local, and Tribal Governments to implement and sustain cost-effective measures designed to reduce the risk to individuals and property from natural hazards, while also reducing reliance on Federal funding from future disasters. The PDM program is as a 75/25 grant with 75% from the grant funds and 25% from local match. The local match will be met by using in-kind match from salaries of staff involved in the project.

The funding from the PDM program funding will be used to update the Adams County Hazard Mitigation Plan, which is a part of the Adams County Comprehensive Plan.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community & Economic Development

ATTACHED DOCUMENTS:

Resolution
Funding Match Commitment Letter
Application for Federal Assistance (SF-424)
Assurances – Non-Construction Programs (SF-424B)
Certification Regarding Lobbying
Applicant’s Authorized Agent Form

FISCAL IMPACT:

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

Fund: 1-General
Cost Center: 2041

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5385		\$45,000
Total Revenues:			<u>\$45,000</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:	7635		\$45,000
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			\$45,000
Total Expenditures:			<u>\$45,000</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

The Office of Emergency Management received notice of eligibility for FY 2017 PDM on July 13, 2017. Applications are due to FEMA on November 14, 2017.

RESOLUTION RATIFYING THE PRIOR DECISION TO APPROVE THE APPLICATION FOR THE FY2017 FEMA PRE-DISASTER MITIGATION PROGRAM TO UPDATE THE ADAMS COUNTY HAZARD MITIGATION PLAN

WHEREAS, the Adams County Office of Emergency Management received notice of the funding opportunity for FY2017 Pre-Disaster Hazard Mitigation funding from the U.S. Department of Homeland Security, Federal Emergency Management Agency, on July 13, 2017; and,

WHEREAS, the formula produced by the Federal Emergency Management Agency results in a possible allocation of \$45,000 to Adams County; and,

WHEREAS, the Adams County Office of Emergency Management desires to utilize the FY2017 Pre-Disaster Hazard Mitigation funding to help update the 2014 Adams County Hazard Mitigation Plan; and,

WHEREAS, the application material was required to be submitted to the Federal Emergency Management Agency by November 14, 2017, and Adams County has previously signed the attached agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Adams County Office of Emergency Management application for the Fiscal Year 2017 Pre-Disaster Hazard Mitigation Program is hereby ratified.

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

*** 2. Type of Application:**

- New
- Continuation
- Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

Adams County

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

846000732

*** c. Organizational DUNS:**

0764763730000

d. Address:

*** Street1:**

4430 S. Adams County Parkway

Street2:

*** City:**

Brighton

County/Parish:

Adams

*** State:**

CO: Colorado

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

80601-8200

e. Organizational Unit:

Department Name:

Office of Emergency Management

Division Name:

Community & Economic Dev

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

*** First Name:**

Richard

Middle Name:

Horace

*** Last Name:**

Atkins

Suffix:

Title:

Emergency Management Coordinator

Organizational Affiliation:

Adams County Office of Emergency Management

*** Telephone Number:**

720-523-6602

Fax Number:

*** Email:**

ratkins@adcogov.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

C: City or Township Government

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

*** 10. Name of Federal Agency:**

FEMA

11. Catalog of Federal Domestic Assistance Number:

97.047

CFDA Title:

Pre-Disaster Mitigation

*** 12. Funding Opportunity Number:**

DHS-17-MT-047-000-99

*** Title:**

FY 2017 Pre-Disaster Mitigation

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Adams County Community Map.pdf

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Hazard Mitigation Plan Update for Adams County, Colorado, with participation by City of Commerce City and the Town of Bennett.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="45,000.00"/>
* b. Applicant	<input type="text" value="15,000.00"/>
* c. State	<input type="text" value=""/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value=""/>
* f. Program Income	<input type="text" value=""/>
* g. TOTAL	<input type="text" value="60,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Chair, Adams County BoCC
APPLICANT ORGANIZATION Adams County, Colorado	DATE SUBMITTED 10/11/2017



November 8, 2017

State Hazard Mitigation Officer (SHMO)
Colorado Division of Homeland Security & Emergency Management (DHSEM)
9195 East Mineral Avenue, Suite 200
Centennial, CO 80112

Re: "Funding Match Commitment Letter" as a participating jurisdiction in Adams County Hazard Mitigation Plan (HMP)

Dear Mr. Board,

This letter serves as Adams County's commitment to meet the matching funds requirement for the Adams County Hazard Mitigation Plan (HMP) Update.

If awarded an HMA Planning Grant, Adams County will provide a local match in the amount of at least **\$13,375.00** via staff time (labor) of at least **\$4,804.90** and a cash match up to **\$8,570.10** to assist in the planning process, compilation of data, and other services related to development of the Adams County HMP. Documentation of in-kind costs will be tracked by hourly wages and participation in planning activities via official sign-in sheets, and other data gathering needs as assessed and assigned by the Local Planning Committee (LPC).

Therefore, with a full understanding of the fiscal obligations incurred by this agreement, I, **Eva Henry**, Chair of Adams County Board of County Commissioners, commit Adams County's match funding to the Adams County's Multi-Jurisdictional Hazard Mitigation Planning effort.

Executed this 8th day of November, 2017

Eva J. Henry, Chair



Designated Agent's Delegation of Project Management Duties

Instructions: Please use this form to designate authority of grant management duties.

Routine grants management is hereby delegated as noted to the following personnel:

<u>Richard H. Atkins</u> <i>Name</i> <u>Emergency Management Coordinator</u> <i>Title</i> <u>ratkins@adcogov.org</u> <i>Email</i>	<input checked="" type="checkbox"/> Request for Reimbursement <input checked="" type="checkbox"/> Quarterly Financial Status Reports <input checked="" type="checkbox"/> Quarterly Project Performance Reports <input checked="" type="checkbox"/> Monitoring Documents <input checked="" type="checkbox"/> Certified Payroll <input checked="" type="checkbox"/> Record of Environmental Compliance <input type="checkbox"/> Other _____
Signature of Authorized Individual <u>Richard H Atkins</u> Date <u>10/3/2017</u>	

_____ <i>Name</i> _____ <i>Title</i> _____ <i>Email</i>	<input type="checkbox"/> Request for Reimbursement <input type="checkbox"/> Quarterly Financial Status Reports <input type="checkbox"/> Quarterly Project Performance Reports <input type="checkbox"/> Monitoring Documents <input type="checkbox"/> Certified Payroll <input type="checkbox"/> Record of Environmental Compliance <input type="checkbox"/> Other _____
Signature of Authorized Individual _____ Date _____	

The above authorization will commence on the date of this statement, as attested to below, and will apply for the duration of the following:

Organization Adams County
Project Name Adams County Hazard Mitigation Plan Update
Contract Number _____

Attested to by:

[Signature]
Signature of Designated Agent

Chair, Adams County BoCC
Title

10/18/2017
Date of Commencement

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*** APPLICANT'S ORGANIZATION**

Adams County, Colorado

*** PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

Prefix: * First Name: Middle Name:

* Last Name: Suffix:

* Title:

* SIGNATURE: 

* DATE:



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 12, 2017
SUBJECT: Larkridge Multifamily Rental Housing Project Financing
FROM: Sarah Vogl
AGENCY/DEPARTMENT: Adams County Housing Authority
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: Adoption of the attached resolution.

BACKGROUND:

The Larkridge multifamily rental housing project will be located in Thornton on the southeast corner of East 162nd Avenue and Grant Street. The project is expected to be financed with tax-exempt multifamily housing revenue bonds. The Internal Revenue Code requires a public hearing be held prior to issuance of the bonds. A hearing was held by Sarah Vogl on November 27th. Solely for the purpose of satisfying the public approval process, the Board of County Commissioners must approve issuance of the bonds. The Housing Authority will approve the terms of the financing; provided that, in no event shall the County or any other political subdivision of the State of Colorado be liable for payment of the bonds nor shall the bonds constitute a debt of the State of Colorado, the County or any other such political subdivision (other than as special limited obligations of the Authority payable from project revenues).

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

N/A

ATTACHED DOCUMENTS:

Resolution: together with a hearing report from the Housing Authority and the proof of publication of the meeting notice.

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

A RESOLUTION APPROVING THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS BY THE HOUSING AUTHORITY OF THE COUNTY OF ADAMS, STATE OF COLORADO FOR THE SOLE PURPOSE OF QUALIFYING THE INTEREST PAYABLE ON THE BONDS FOR EXCLUSION FROM THE GROSS INCOME OF THE OWNER OR OWNERS OF THE BONDS FOR FEDERAL INCOME TAX PURPOSES UNDER THE APPLICABLE PROVISIONS OF THE INTERNAL REVENUE CODE OF 1986; AND RELATED MATTERS

Resolution 2017-____

WHEREAS, the Board of County Commissioners of Adams County, Colorado (the “Board of Commissioners”) has been advised by the Housing Authority of the County of Adams, State of Colorado (the “Authority”) that the Authority proposes to issue its Multifamily Housing Revenue Bonds (Larkridge Apartments Project), Series 2017 in the principal amount of not to exceed \$55,000,000 (the “Bonds”), and to loan the proceeds therefrom to Pedcor Investments-2017-CLXII, L.P., an Indiana limited partnership, or an affiliate thereof (the “Borrower”), to provide funds to finance a portion of the cost of the acquisition, construction and equipping of a multifamily rental apartment community to be known as Larkridge Apartments located at the Southeast corner of East 162nd Avenue and Grant Street in Thornton, Colorado, to be owned and operated by the Borrower, all in accordance with the Authority’s powers as set forth in Part 5, Article 4, Title 29 of Colorado Revised Statutes, and contingent upon the adoption of this Resolution; and,

WHEREAS, it is the intent of the Authority that interest on the Bonds qualify for exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Internal Revenue Code of 1986, as amended (the “Tax Code”); and,

WHEREAS, under the provisions of Section 147(f) of the Tax Code, interest on the Bonds would not be so excludable unless the issue is approved by the Board of Commissioners after a public hearing to consider the issuance of the Bonds following reasonable public notice; and,

WHEREAS, the Board of Commissioners has been advised that a public hearing was held by the Authority on November 27, 2017, after reasonable public notice; and,

WHEREAS, the Authority’s Report of the Public Hearing is attached to this resolution as **Exhibit A** and attached as **Exhibit B** is the affidavit of publication for the November 27, 2017 hearing.

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

Section 1. The Board of Commissioners, for the sole purpose of qualifying the interest payable on the Bonds for exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Tax Code, does hereby approve the issuance by the Authority of the Bonds, provided that: (i) the aggregate principal amount of the Bonds shall not exceed \$55,000,000, and (ii) in no event shall Adams County or any other political subdivision of the State of Colorado (other than as special limited obligations of the Authority) be liable for the Bonds nor shall the Bonds constitute a debt of the State of Colorado, Adams County or any other such political subdivision (other than as special limited obligations of the Authority).

Section 2. All resolutions, orders or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby superseded.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval, in accordance with law.

ADOPTED this 12th day of December, 2017.

Eva J. Henry, Chair

ATTEST:

Erica Hannah, Clerk to the
Board of County Commissioners

EXHIBIT A
REPORT OF PUBLIC HEARING

EXHIBIT B
AFFIDAVIT OF PUBLICATION

STATE OF COLORADO)
)
 COUNTY OF ADAMS) SS.

I, the undersigned the duly appointed Deputy County Clerk of the County of Adams, State of Colorado (the “County”) and Clerk of the Board of County Commissioners, do hereby certify that:

1. The foregoing pages 1 through 4, inclusive, are a true, correct and complete copy of the record of proceedings of the Board of County Commissioners, insofar as such proceedings relate to the resolution contained therein, had and taken at a lawful, regular public meeting of the Board of County Commissioners held on December 12, 2017, commencing at the hour of ____ p.m., as recorded in the regular official book of the proceedings of the Board of County Commissioners kept in my office;

2. The resolution was duly moved and seconded and the resolution was adopted at the meeting held on December 12, 2017, by an affirmative vote of a majority of the members of County Commissioners as follows:

Name	“Yes”	“No”	Absent	Abstain
Eva J. Henry				
Steve O’Dorisio				
Charles “Chaz” Tedesco				
Erik Hansen				
Mary Hodge				

3. That said proceedings were duly had and taken as therein shown; (that the meeting therein shown was duly held and was open to the public at all times; and that the persons therein were present at said meeting in person or by telephone as therein shown.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Adams, State of Colorado this December 12, 2017.

 Clerk to the Board of County Commissioners

(SEAL)

REPORT ON PUBLIC HEARING WITH RESPECT TO PROPOSED ISSUANCE OF
HOUSING AUTHORITY OF THE COUNTY OF ADAMS MULTIFAMILY HOUSING
REVENUE BONDS (LARKRIDGE APARTMENTS PROJECT) SERIES 2017

November 27, 2017

TO: Board of County Commissioners of Adams County, Colorado
FROM: Director of Housing Development, Adams County Housing Authority

I. Summary of proposed issuance of not to exceed \$55,000,000 of “Housing Authority of the County of Adams Multifamily Housing Revenue Bonds (Larkridge Apartments Project) Series 2017” (the "Bonds").

Purpose: Housing Authority of the County of Adams (the "Authority") proposes to use the proceeds of the Bonds to finance the construction and equipping of a multifamily housing apartment community to be known as Larkridge Apartments (the “Project”), in the City of Thornton, Adams County, Colorado, Colorado.

Bonds: The Bonds will be special, limited obligations of the Authority. The Bonds are not otherwise an obligation or liability of the State of Colorado or any political subdivision thereof, including Adams County.

State Volume

Cap Allocation: The Authority is using 2016 carryforward volume cap, assigned to Adams County from the Colorado Housing and Finance Authority, with respect to the Bonds.

Principal Amount: Not to exceed \$55,000,000

Bond Counsel: Sherman & Howard L.L.C., Denver, Colorado

Investment Bank: Citigroup Global Markets Inc.

II. Report on Public Hearing

The public hearing was convened by Sarah Vogel, Director of Housing Development, at 10:00 a.m., November 27, 2017, at the offices of the Authority, 4430 South Adams County Parkway, Suite W5000A, Brighton, Colorado. No persons appeared and no comments were received with respect to the issuance of the Bonds or the financing of the Project. The hearing was closed at approximately 10:30 a.m.

The Denver Post, LLC

PUBLISHER'S AFFIDAVIT

**City and County of Denver)
State of Colorado)
)**

The undersigned Nicole Maestas
being first duly sworn under oath, states
and affirms as follows:

1. He/she is the legal Advertising Reviewer of The Denver Post, LLC, publisher of *The Denver Post* and *Your Hub*.
2. *The Denver Post* and *Your Hub* are newspapers of general circulation that have been published continuously and without interruption for at least fifty-two weeks in Denver County and meet the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in *The Denver Post* on the following date(s):

November 11, 2017

Nicole Maestas
Signature

Subscribed and sworn to before me this 13
day of November, 2017.

Cheryl L Schmid
Notary Public

Cheryl L Schmid
Notary Public
State of Colorado
Notary ID 20094029973
My Commission Expires 9/14/2021

(SEAL)

**NOTICE OF PUBLIC HEARING CONCERNING THE ISSUANCE OF
TAX-EXEMPT MULTIFAMILY HOUSING REVENUE BONDS
BY THE HOUSING AUTHORITY
OF THE COUNTY OF ADAMS, STATE OF COLORADO
PURSUANT TO A PLAN OF FINANCE FOR A MULTIFAMILY PROJECT FOR THE
LARKRIDGE APARTMENTS PROJECT**

NOTICE IS HEREBY GIVEN that the Housing Authority of the County of Adams, State of Colorado (the "Authority"), will conduct a public hearing on Monday, November 27, 2017 at 10:00 a.m., mountain time, concerning the approval of a plan of finance that includes the issuance of its Multifamily Housing Revenue Bonds (Larkridge Apartments Project) Series 2017 in one or more series in an aggregate principal amount not to exceed \$55,000,000 (the "Series 2017 Bonds") and the loan of the proceeds of the Series 2017 Bonds to Pedcor Investments-2017-CLXII, L.P., an Indiana limited partnership, or any other affiliate or successor (the "Borrower"), for the purpose of financing a portion of the acquisition, construction, and equipping, of a multifamily housing apartment community to be known as Larkridge Apartments, which is located at the Southeast corner of East 162nd Avenue and Grant Street in Thornton, Colorado, within the boundaries of Adams County, Colorado (the "Facilities"), funding certain reserve funds, if any, and paying certain costs of issuing the Series 2017 Bonds. The Facilities will be owned, operated and principally used by the Borrower and will consist of the real property, improvements and equipment described above which are all located within the County of Adams, Colorado.

This notice is intended to comply with the public notice requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended. The Series 2017 Bonds will constitute a special, limited obligation of the Authority payable solely from revenues derived by the Authority pursuant to a loan agreement and certain related loan documents under which the Borrower has repayment obligations to the Authority, and, by assignment, to the Trustee. All interested parties are invited to attend and present comments at a public hearing regarding the plan of finance, the issuance of the Series 2017 Bonds and the Facilities being financed thereby. The public hearing will be held on Monday, November 27, 2017 at 10:00 a.m., mountain time, at the Authority's offices located at 4430 South Adams County Parkway, Suite W5000A, Brighton, Colorado 80601. Written comments to be presented at the public hearing may be mailed to the Authority at 4430 South Adams County Parkway, Suite W5000A, Brighton, Colorado 80601, Attention: Sarah Vogl, Director of Housing Development.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 12, 2017
SUBJECT: 2016 Consolidated Annual Performance and Evaluation Report (CAPER)
FROM: Kristin Sullivan, Community and Economic Development Director
AGENCY/DEPARTMENT: Community and Economic Development
HEARD AT STUDY SESSION ON: Not applicable
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: There is no formal Board approval for the CAPER. Prior to submittal to the US Department of Housing and Urban Development (HUD), the County is providing an opportunity for the public to comment on the CAPER at a public hearing.

BACKGROUND:

The 2016 CAPER is a HUD required document, prepared by the County, which outlines the use of HUD funds, accomplishments, expenditures, beneficiaries, and self-evaluation during the 2016 program year.

In December 2016, HUD accepted the County's request to change its program year from March 1 - February 28 to July 1 - June 30. Consequently, the County's 2016 program year ran from March 1, 2016 through June 30, 2017 (the 2017 program year will run from July 1, 2017 - June 30, 2018).

The 2016 CAPER provides narratives describing how Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant Program (ESG) funds were utilized in 2016 to further the goals and objectives as outlined in the County's 2015-2019 Consolidated Plan. These funds benefit the Urban County and HOME Consortia areas and citizens who meet HUD's definition of low-to-moderate income. The Urban County includes unincorporated Adams County, the Town of Bennett, and the cities of Brighton, Federal Heights and Northglenn. The HOME Consortia includes Adams County and the cities of Westminster and Thornton.

The following accomplishments occurred during the 2016 program year:

CDBG

- Over \$1 million dollars expended
 - o Minor Home Repair Program provided essential health and safety repairs to 47 low-to-moderate income homeowners in the cities of Federal Heights, Brighton and unincorporated Adams County;
 - o City of Federal Heights Rental Inspection Code Enforcement program conducted 578 inspections; and
 - o County met its timeliness ratio six months ahead of schedule.

HOME

- Over \$1.5 million dollars expended
 - o Ten low-to-moderate income individuals/families received assistance with down payment and closing costs through the First Time Home Buyer Program;
 - o Five families in the City of Thornton received rental assistance for a year through the Tenant Based Rental Assistance program,;
 - o Greenleaf Apartments – A three-story, 55-unit affordable apartment complex located in Aurora was preserved by replacing vital structural elements including staircases; and
 - o Alto - Construction began on a multi-use 70-unit affordable housing development in the City of Westminster. When complete in early 2018, it will offer essential services on the first floor, be within walking distance of the Westminster Station, and serve as the new location for the Adams County Housing Authority.

ESG

- Over \$117,000 expended
 - o Remaining 2015 ESG allocation was expended by Growing Home and Almost Home for Emergency Shelter, Homelessness Prevention, and HMIS (ESG reporting system) and approximately 245 persons were served by Almost Home, Growing Home and Arising Hope.

HUD requires submittal of the CAPER annually, following publication and a fifteen (15) public comment period. A notice requesting public comment and availability of the draft 2016 CAPER was published on November 22 and 23, 2017 in the Brighton Blade and Northglenn/Thornton Sentinel, respectively. The 2016 CAPER is available on the County’s webpage (<http://www.adcogov.org/announcements-and-latest-news>) and upon request. No public comments were received.

The Board of County Commissioners is not required to approve the CAPER. It will be submitted to HUD for formal review and acceptance after the December 12, 2017 public hearing.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

N/A

ATTACHED DOCUMENTS:

Resolution
2016 Draft CAPER

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 ACKNOWLEDGING PUBLIC HEARING FOR THE ADAMS COUNTY 2016
CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT

Resolution 2017-

WHEREAS, Adams County (County) annually receives U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant and HOME Investment Partnerships Program funds; and,

WHEREAS, in 2015 the County received HUD Emergency Solutions Grant funds; and,

WHEREAS, HUD requires a Consolidated Annual Performance Evaluation Report to be submitted annually for the previous program year; and,

WHEREAS, pursuant to 24 CFR 91.105, HUD requires the County to hold a public hearing for the Consolidated Annual Performance Evaluation Report; and,

WHEREAS, the required 15-day public comment period was completed prior to the December 12, 2017 public hearing; and,

WHEREAS, the Board of County Commissioners is not required to formally approve or adopt the Consolidated Annual Performance Evaluation Report.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Adams County held the required public hearing for the 2016 Consolidated Annual Performance Evaluation Report and the report will be subsequently submitted to HUD for review and acceptance.

Adams County Consolidated Annual Performance Evaluation Report



DRAFT
Program Year 2016
March 1, 2016 - June 30, 2017



CAPER

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The 2016 Consolidated Annual Performance and Evaluation Report (CAPER), describes how the Community Development Block Grant (CDBG), Home Investment Partnerships Program (HOME) and Emergency Solutions Grant (ESG) funding allocated from the U.S. Department of Housing and Urban Development (HUD) were used to reach the goals and objectives outlined in the Adams County 2015-2019 Consolidated Plan (Con Plan). In correlation with HUD regulations for receiving these funds, Adams County Community Development (ACCD) is required to provide the program(s) accomplishments in an annual CAPER for the completed 2016 program year. In December 2016, the County changed its program year from March 1 to February 28 to July 1 to June 30. Consequently, the 2016 program year was extended and ran from March 1, 2015 to June 30, 2016. The 2017 program year will operate from July 1, 2017 to June 30, 2018.

Activities that were approved and started before 2016 and completed in 2016, are entered into the following Accomplishment Tables and subsequent sections and noted in narrative sections.

During the 2016 program year, the following goals were accomplished:

- Minor Home Repair (MHR) Program – 2015 CDBG funds were fully expended by assisting 24 homeowners in the City of Federal Heights and unincorporated Adams County;
- MHR Program – 2016 CDBG funds assisted 23 homeowners in the Cities of Brighton and Federal Heights, and unincorporated Adams County;
- City of Federal Heights Code Enforcement – 578 rental homes were inspected for decent, safe, and sanitary living conditions.
- Tenant Based Rental Assistance (TBRA) – Five families in the City of Thornton were assisted with TBRA HOME funds;
- Greenleaf Apartments – The concrete decking and stairs were replaced on a three-story, 55-unit affordable apartment complex located in the City of Aurora (Adams County) utilizing HOME funds; and
- First Time Homebuyer (FTHB) Program – Ten (10) low-to-moderate income individuals/families purchased first homes within Adams County and the City of Thornton.

During the 2016 program year, the following notable activities were identified in the 2016 Annual Action Plan (AAP), but were not completed by June 30, 2017:

- Alto – Construction began on an affordable housing development utilizing \$800,000 in HOME funds in the City of Westminster. When complete in early 2018, Alto will offer 70-units of affordable housing located in the City of Westminster near the Westminster Station;
- Vista at Panorama Pointe – Construction began on an affordable housing development utilizing \$360,000 in HOME funds in the City of Westminster. When complete in 2019, Vistas will offer 69-units of affordable senior rental housing;
- Baker School Apartments – Construction will begin in early 2018 on the 142-unit affordable housing development in unincorporated Adams County near the Westminster Station. This development will be complete in 2019;
- Centennial Park – Town of Bennett utilized CDBG funds (\$306,000) to reconstruct Centennial Park serving a low-to-moderate income neighborhood. The park has been open to the public since August 2017; and
- City of Northglenn and Adams County Transportation are utilizing CDBG funds for ADA Sidewalks and Ramps activities that will be completed in early 2018.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee’s program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Construction of New Rental Housing	Affordable Housing	HOME: \$	Rental units constructed	Household Housing Unit	150	0	0.00%	493	0	0.00%

Emergency Housing and Shelter for the Homeless	Homeless	ESG: \$	Homeless Person Overnight Shelter	Persons Assisted	1250	245	19.60%			
Expanding and Preserving Homeownership	Affordable Housing	HOME: \$	Homeowner Housing Added	Household Housing Unit	0	0		2	10	500.00%
Expanding and Preserving Homeownership	Affordable Housing	HOME: \$	Direct Financial Assistance to Homebuyers	Households Assisted	50	40	80.00%			
Homeless Prevention Services	Homeless	HOME: \$ / ESG: \$	Homelessness Prevention	Persons Assisted	60	245	408.33%			
Increase Job Services and Job Creation	Non-Housing Community Development	CDBG: \$ / HOME: \$ / ESG: \$ / Section 108 Loan: \$	Jobs created/retained	Jobs	200	0	0.00%			
Infrastructure Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	500	9783	1,956.60%	16845	0	0.00%
Infrastructure Improvements	Non-Housing Community Development	CDBG: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	0	0				

Preservation of Existing Housing Stock	Affordable Housing	CDBG: \$ / HOME: \$	Rental units rehabilitated	Household Housing Unit	40	63	157.50%			
Preservation of Existing Housing Stock	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Rehabilitated	Household Housing Unit	140	193	137.86%	24	47	195.83%
Public Facility Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	50	21	42.00%	541	0	0.00%
Public Facility Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	0	1538				
Reduction of Slum and Blight	Affordable Housing Non-Housing Community Development	CDBG: \$	Buildings Demolished	Buildings	40	0	0.00%			
Reduction of Slum and Blight	Affordable Housing Non-Housing Community Development	CDBG: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	500	1184	236.80%	563	578	102.66%

Senior and Disability Services and Facilities	Non-Homeless Special Needs	CDBG: \$ / HOME: \$ / ESG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	40	0	0.00%			
Senior and Disability Services and Facilities	Non-Homeless Special Needs	CDBG: \$ / HOME: \$ / ESG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	8	70	875.00%			
Youth Services and Facilities for At-Risk Children	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$ / HOME: \$68422	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	400	0	0.00%			
Youth Services and Facilities for At-Risk Children	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$ / HOME: \$68422	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	0	0		5	5	100.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The 2015-2019 Con Plan identified housing, community and economic development, and seniors and other prioritized populations as high priority needs in Adams County. CDBG funds were allocated in alignment with the most significant needs identified in the Con Plan. These priorities, activities, and accomplishments were completed or started during the 2016 program year as follows:

Housing:

- Minor Home Repair Program - 47 homes, using 2015 and 2016 CDBG funds, received essential home repairs in Federal Heights, Brighton, and unincorporated Adams County. The remainder of the 2016 funding will be fully expended during the 2017 program year; and
- Code Enforcement - City of Federal Heights was awarded 2015 and 2016 CDBG funds for its Rental Inspection program, which provided 578 inspections resulting in improvements for safe, sanitary, and healthy living conditions for low-to-moderate income renters.

DRAFT

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME	ESG
White	46	21	0
Black or African American	0	3	0
Asian	1	0	0
American Indian or American Native	0	0	0
Native Hawaiian or Other Pacific Islander	0	0	0
Total	47	24	0
Hispanic	23	10	0
Not Hispanic	12	14	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

During the 2016 program year, ACCD reported racial and ethnicity accomplishments on the CDBG minor home repair program. HOME accomplishments include the TBRA program, FTHB program, and Greenleaf Apartments. ESG data is reported on the attached ESG eCart tool.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	1,786,208	1,008,425
HOME	HOME	2,991,900	1,523,159
HOPWA	HOPWA		
ESG	ESG	0	117,477
Other	Other		

Table 3 - Resources Made Available

Narrative

In 2016, ACCD's primary goal was to continue its past and present initiative to spearhead CDBG activities and meet its timeliness obligations (six months early) as well as change its program year. ACCD continued its goal to expend prior year resources and a large percentage of its 2016 funds. On May 1, 2017, ACCD had a timeliness ratio of 1.13, thus exceeding its 1.5 ratio goal. The allowable twenty percent (20%) of 2016 CDBG funds were allocated to ACCD administration. The attached CDBG Financial Summary (PR-26) provides details on the CDBG expenditures.

During the 2016 program year, unexpected HOME Program Income (PI) was received due to payoffs from a former deferred rehabilitation loan program and from the First Time Homebuyers Program (FTHB). ACCD projected \$200,000 in HOME PI in the 2016 AAP but received over \$342,000. According to HOME regulations (in 2016 program year), PI must be used prior to any entitlement funds being spent on HOME activities. That being said, during the 2015 program year, ACCD used PI first which caused the entitlement funds to accumulate. Entitlement was then carried over for the 2016 program year. The allowable ten percent (10%) of 2015 HOME funds were allocated to ACCD administration.

ACCD identified in the 2015 AAP all of the available 2013, 2014, and 2015 ESG funding to be spent by three subrecipients. In 2016, two subrecipients expended the remaining 2015 ESG funds. As of 2016, the County no longer receives ESG funding, as it is allocated directly to the State of Colorado to administer to Adams County eligible recipients, should they apply to the State for these funds.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Brighton	17	17	Municipality
City of Commerce City	0	0	Municipality

City of Federal Heights	4	4	Municipality
City of Northglenn	6	6	Municipality
City of Thornton	9	9	Municipality
City of Westminster	23	23	Municipality
County-Wide	32	32	Adams County provides services throughout the entire county and does not target funds to any specific
Town of Bennett	9	9	Municipality

Table 4 – Identify the geographic distribution and location of investments

Narrative

DRAFT

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

City of Westminster provided over \$800,000 in development incentives for Alto, reflected below. ACCD encourages applicants to work with the applicable local jurisdictions to provide matching contributions in the form of development incentives for HOME activities. Archway Housing, the owner of Greenleaf Apartments, provided over \$180,000 in owner equity for the rehab of the concrete decking and stairs. Since owner equity is not considered match under the HOME regulations, it is not identified in the chart below.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	1,160,330
2. Match contributed during current Federal fiscal year	862,069
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	2,022,399
4. Match liability for current Federal fiscal year	313,660
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	1,708,739

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
Alto, 71st and Federal	07/27/2016	0	862,069	0	0	0	0	862,069

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at beginning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
0	342,632	173,776	0	249,155

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period

	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	400,000	0	0	400,000	0	0
Number	1	0	0	1	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	400,000	0	400,000			
Number	1	0	1			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted

	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0		0		
Businesses Displaced		0		0		
Nonprofit Organizations Displaced		0		0		
Households Temporarily Relocated, not Displaced		0		0		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

DRAFT

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	568	70
Number of Special-Needs households to be provided affordable housing units	10	0
Total	578	70

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	10	5
Number of households supported through The Production of New Units	495	0
Number of households supported through Rehab of Existing Units	61	55
Number of households supported through Acquisition of Existing Units	12	10
Total	578	70

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

the differences in the goals and outcomes can be attributed to the timing of the projects and one activity being cancelled.

- Rental assistance - Shiloh House, a non-profit organization, proposed to assist five at risk youths aging out of foster care with rental despositary assistance. Unfortunately, Shiloh House was unable to secure additional funding sources, thus funding was reallocated.

- Production of new units - Currently underway.
- Rehab of existing units - Currently underway.
- Acquisition of existing units - Currently underway.

Discuss how these outcomes will impact future annual action plans.

ACCD is on track for reaching its proposed goals as outlined in the 2016 AAP, by 2019 all the goals will be met. The delay is due to construction of new rental housing typically taking a number of years to complete. The County knows that affordable housing is a critical issue and is in the process of completing the Balanced Housing Plan and Needs Assessment (BHPNA), which will help to inform the 2018 AAP.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	4	3
Low-income	30	12
Moderate-income	13	9
Total	47	24

Table 13 – Number of Households Served

Narrative Information

All HOME and CDBG activities benefit low-to-moderate income individuals who are income-qualified using HUD's annually established income guidelines for Adams County. The table above, which outlines the number of persons served, is only a representation of CDBG and HOME projects completed within the 2016 program year (March 1, 2016 to June 30, 2017), which benefited homeowners through the MHR Program (CDBG), the FTHB Program (HOME), and Greenleaf Apartments. Furthermore, not included in the chart are the number of individuals who benefit from the City of Federal Heights' Rental Inspection Program which supports safe and sanitary conditions for renters. All of ACCD's programs benefit persons in the 0%-80% AMI income brackets.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The county has three primary organizations that it supports and who have strong presence in the community that reach out and assess the needs of the homeless. These agencies include Almost Home, Arising Hope, and Growing Home who are located in various areas of the county and provide numerous services to those in need as assistance. Such services include emergency shelter for homeless and domestic violence victims. Educational, job training and lifeskill classes are also provided to assist in reducing and ending homelessness.

Almost Home can accommodate up to 6 families who can stay for up to 45 days. During their stay, each family attends weekly classes, receives case management and must show progress in reestablishing their self-sufficiency.

Arising Hope is the only domestic violence shelter located in Adams County. This shelter provides emergency shelter to women and children, and counseling to victims to empower them through life skills, job and financial counseling. Arising Hope works closely with the public and local communities to educate the impacts of domestic violence as a whole.

Growing Home's wrap-around approach serves the whole family with intensive support to overcome immediate and long-term obstacles. It strengthens families during times of crisis by offering food, shelter, healthcare, and homeless prevention assistance. Their early childhood interventions nurture children from birth through age 8 with evidence-based programs that help prepare young kids for kindergarten and keep older kids on the path to school success. Its Blocks of Hope neighborhood initiative is enlisting an entire community to join forces toward its common goal to transform lives. Growing Home is a leading anti-poverty organization in the county, offering a rich-pipeline of programs for children and families.

Addressing the emergency shelter and transitional housing needs of homeless persons

The number of people experiencing homelessness in Adams County, especially those in camps along the Clear Creek and the South Platte River, has grown over the past several years, prompting Adams County to re-examine its approach to addressing this issue. As a result of increasing public concern, the office of the County Manager and members of the Board of County Commissioners reached out to the Burnes Center on Poverty and Homelessness (BC) to assist in this re-examination. In February 2017, BC

presented An Assessment of Adams County's Efforts to Address Homelessness. In response to the County's request, BC proposed to undertake three primary tasks:

- Conduct an analysis of services currently available to address the needs of individuals living in encampments in Adams County.
- Develop a set of recommendations to meet the needs of individuals living in encampments while simultaneously addressing concerns of public health and safety over both the short and long term. The plan would involve collaboration with key stakeholder groups—individuals experiencing homelessness in encampments, county leadership, county agencies, homeless service providers, and city officials from municipalities surrounding the encampments.
- Look broadly at the County's strategies for addressing homelessness more generally and help inform short- and long-term strategies in the County to address all aspects of homelessness, not just those individuals in the encampments.

Through the assessment, BC identified five primary findings:

- There is inadequate shelter space in the County for families and for individuals.
- Like most other jurisdictions across the country, there is insufficient housing to address the needs of the County's individuals who are experiencing homelessness.
- There are services that individuals identified as being needed, especially showers, employment assistance, help getting identification, storage, housing assistance and shelter.
- There is a lack of a clear countywide plan to address homelessness.
- There is a need for improved collaboration among the various departments that have responsibility for dealing with homelessness.

As a result of this assessment provided by BC, the County's Regional Affairs Department and its newly hired Homelessness Liaison are actively working on implementing a strategy to address the findings outlined above. In addition, the County is hiring a new full time Poverty Reduction Liaison.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Many formerly homeless families remain in a vulnerable state and case management services play a critical role at this stage. Case management services include:

- Job development programs focusing on a client's employment objectives and long-term goals;
- Plans and/or enrollment in furthering education or training;
- Budgeting classes;
- Strategy for self-sufficiency; and
- Twelve-step recovery programs and other support groups in the community for maintaining sobriety.

While many homeless persons and families access mainstream resources on an individual basis, local providers and advocates work in varying capacities to influence program implementation, funding priorities, and the coordination of service delivery. Programs in place to assist homeless persons are:

- Medicaid: Homeless service providers screen clients for Medicaid eligibility and refer for enrollment when appropriate;
- Children's Health Insurance Program: For children not eligible for Medicaid, the State administers the Children's Health Insurance Program, which provides low-cost health, dental, and vision coverage to children in low wage families;
- Temporary Aid for Needy Families (TANF): Administered by the Adams County Community Support Service Division provides funding to eligible families while enrolled into a self-sufficiency program;
- Food Assistance Program: Administered by the Adams County Community Support Service Division, this program is a supplement to the household's nutritional needs for the month. Eligibility is based upon the household's income, resources, household size, and shelter costs. Benefits are given to eligible households through the Colorado Quest Card. Certain food assistance recipients will be referred to the Employment First Program for assistance in employment and training needs; and
- Workforce Investment Act: The Adams County Workforce & Business Center receives funding to provide training and job placements. The Workforce & Business Center also works with the Adams County Housing Authority to provide a job development program for homeless clients. The Housing Authority administers the distribution of vouchers to clients referred by Workforce & Business Center counselors.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Adams County collaborates with the Metropolitan Denver Homeless Initiative (MDHI), the Denver Metro

Continuum of Care (CoC), to ensure the most efficient and effective services to reduce homelessness in the seven-county region. MDHI coordinates the development of the Adams County continuum of care strategy, prepares the application to HUD, and funds programs. The MDHI Advisory Board is composed of homeless and formerly homeless persons and members from government agencies, non-profit organizations and homeless advocacy organizations. Drawing on information provided by staff, members of the public and the Advisory Board, MDHI sets policies for the organization, including policies related to the development of the continuum.

DRAFT

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The programs coordinated by the Adams County Housing Authority (ACHA) and Brighton Housing Authority (BHA) remain the primary providers of affordable housing in the county for households in the lowest income categories. The only other alternative is federally subsidized housing. ACHA and BHA manage and maintain conventional public housing developments throughout the county and several scattered site developments. Both ACHA and BHA own and operate public housing units, senior and disabled affordable units, and administer tenant and project-based Section 8 vouchers. Adams County supports these agencies by providing HOME funds to obtain and maintain affordable properties.

ACCD works together with ACHA and BHA to address public housing issues. New public housing initiatives or strategies were not implemented in 2016, but the County is working toward solidifying strategies in 2018.

During the 2016 program year, ACHA continued spending 2014 and 2015 FTHB program funding, began construction on 70 new affordable housing units, and assisted LMI renters through the TBRA program. Construction of the new affordable housing complex, Alto (71st and Federal), is expected to be completed in early 2018. The project will consist of one, two, and three bedroom units located near the Westminster Station in the City of Westminster.

Brighton Housing Authority (BHA) is in the process of completing rehabilitation of three duplexes (6 units) and adding basement units, which will ultimately double the density of existing affordable housing. Construction is expected to be completed by early 2018.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

ACHA encourages public housing residents to become more involved in management and participation in homeownership through public outreach, including in person and on its website. With the latter, ACHA encourages eligible individuals to attend housing counseling sessions and workshops. ACHA's Housing Counseling program offers a full range of services to individuals and families designed to assist them in resolving their housing-related issues and to help them to understand the responsibilities of tenancy and homeownership. ACHA owns one public housing establishment that offers 42 1-bedroom units for seniors and the disabled. Through the ownership and management of this establishment, ACHA interacts with residents closely to learn more about their needs and how to structure their services.

BHA maintains an active webpage regarding its public housing and wait lists, if any. The organization works closely with Colorado Housing and Finance Authority to direct those that are interested in homeownership to attend one of CHFA's housing counseling workshops.

Actions taken to provide assistance to troubled PHAs

To ACCD's knowledge, both ACHA and BHA have not shown any indications of being "troubled".

DRAFT

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

In 2015, the County adopted its Analysis of Impediments to Fair Housing Choice which also included a summary of the barriers to affordable housing. With a reorganization of county departments, the Community and Economic Development Department was created thus breaking down a lot of silos in order to share information and speed up the development review process. As such, the Development Review division began working closely with ACCD to include them in developer discussions in order to encourage the inclusion of affordable housing in prospective projects. As a result, many developers became knowledgeable about HOME funds and were interested in developing projects to include affordable housing. The county is statutorily precluded from requiring affordable housing in any development project. As a result, the county lobbied state legislation for many months in 2015 to put an inclusionary housing bill before the House and Senate. While the bill passed in the House, it unfortunately did not pass the Senate.

In 2016, ACCD began the BHPNA. The BHPNA is an in-depth analysis of the barriers to housing as a whole and a plan to effectively address identified barriers. The complete BHPNA and Implementation Plan will be presented the Board in December 2017.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Adams County is a large county, making it difficult to adequately deliver services to both urban and rural constituencies. The mixture of urban and rural land throughout the county poses both service delivery and service recipient challenges. Many of the core agencies are located in the urban portions of the county, which complicates service delivery in the eastern and northern rural regions. The lack of adequate transportation and service providers in the rural areas are a hindrance to meeting the needs of the underserved throughout the entirety of the county.

A major problem associated with meeting the needs of the county's underserved population is funding. In today's economy, more and more county residents are requesting services, which places strains on the county's capacity to adequately provide appropriate care. One of the areas of weakness that Adams County continues to face is a fully functional referral system. This can be attributed to the recent funding uncertainties within all federally-funded areas (TANF, Food Stamps, Medicaid, etc.) and the vast geographic parameters of service-delivery agencies. The County continues to increase the availability of information for service-providers to be carried on to residents. Additionally, the County hosts a poverty symposium which will continue to be held semi-annually. Furthermore, in late 2017, the County opened its new Human Services building which creates a centralized location for residents in need. As a whole, Adams County has a mission to end poverty by bringing together like-minded organizations to meet this

goal.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

In 2016, the minor home repair program has implemented stringent policies to ensure lead-based paint hazards are addressed proactively and in compliance with Federal regulations.

In compliance with HUD's Lead Safe Housing Rule (24 CFR Part 35) and EPA's Lead Renovation, Repair, and Painting Program Rule (40 CFR Part 745), lead-safe practices are administered for any eligible home constructed prior to 1978. Only lead-certified contractors are solicited to bid for these homes.

Lead-safe practices include providing the family with the Lead Safe Information pamphlet, a "Notice of Presumption" or "Notice of Evaluation" (as applicable), a copy of the final clearance completed by a licensed examiner, and a "Notice of Lead Hazard Reduction"—the required documents for projects receiving rehabilitation assistance between \$0-\$25,000 per unit. A lead hazard screen and/or full risk assessment will also be performed, as necessary, for projects receiving rehabilitation assistance

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

ACCD worked with the Adams County Homelessness Liaison, Adams County Workforce Business Center, local municipalities, and community agencies to identify the emergent employment needs of the low income population and help develop appropriate responses to these needs. The Workforce and Business Center provides routine classes and training to enhance the skills of the emerging labor force. Housing authorities and housing providers are engaged to identify those residents in need of training and/or interested in participating with the Section 3 initiative. Homelessness non-profit providers also offer clients with self-sufficiency case management services and referrals so that households have the ability to earn higher incomes, and reduce their chances of re-entering the cycle of homelessness.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

ACCD is the lead agency in both the CDBG Urban County and the HOME Consortia. In 2016, Adams County's Urban County consisted of the Town of Bennett, the cities of Brighton, Federal Heights, and Northglenn.

Every three years, these jurisdictions are re-invited to renew their Intergovernmental Agreements with the county. Each of them receives a percentage of the county's CDBG allocation based on a formula percentage of total population and "low/mod income population". As the lead agency, ACCD administers and monitors each jurisdiction's activities to ensure they meet national objectives, eligibility, and compliance issues. During the 2016 program year, ACCD did not initiate an external Notice of Available Funding based on a number of issues including continued stabilization of the division and meeting timeliness. ACCD also holds quarterly Urban County meetings to open up lines of communication and develop proactive working relationships with local jurisdictions.

Adams County leads a HOME Consortia with the City of Westminster and the City of Thornton. A percentage of the county's annual HOME allocation is reserved to each of these municipalities based on a formula determined and posted annually by HUD (Annual Share Percentage Report). ACCD also provided portions of its HOME application to:

- Community Development Housing Organizations (CHDO's) (15% requirement);
- Local Housing Authorities;
- Non-profit housing developers; and
- For-profit developers.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

ACCD continues its efforts to provide technical assistance to community partners as part of its coordination between public and private housing and social service agencies, as well as encouraging subgrantees to collaborate in leveraging resources and knowledge. ACCD is working with other County departments to determine the highest priority projects and best use of all funding received by the division. ACCD continues to work with Planning and Development, Public Works, Human Services, Regional Affairs, Long Range Planning, and various other partners to strengthen the delivery of services to all areas of the County.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

IMPEDIMENT 1: DEVELOPMENT RELATED FACTORS - Discussed above in addressing barriers to affordable housing.

IMPEDIMENT 2: LACK OF DECENT HOUSING UNITS FOR LOW AND VERY LOW INCOME HOUSEHOLDS - During the 2016 program year, actions to increase decent housing units for low and very low income households are discussed throughout the CAPER. Decent, affordable, and safe housing was a primary focus. The 2017 program year will look forward to increasing the number of affordable rental units located throughout the County with one new large affordable housing development being completed and another under construction.

IMPEDIMENT 3: A LACK OF RAPID REHOUSING OPTIONS AND TRANSITIONAL HOUSING - As of 2016, ESG funding will be directly allocated to the State of Colorado instead of Adams County. Local non-profits can apply for the County's allocation of ESG funding directly from the State.

IMPEDIMENT 4: LOCAL GOVERNMENT AND COUNTY REGULATIONS AND FEES CAN BE IMPEDIMENTS IF THOSE ITEMS LIMIT THE SUPPLY OF DECENT, AFFORDABLE HOUSING - see above in discussion on removing barriers to affordable housing.

IMPEDIMENT 5: UNDERSTANDABLE FAIR HOUSING INFORMATION IS DIFFICULT TO OBTAIN FOR CONSUMERS, REALTORS, LENDERS AND OTHER HOUSING PROVIDERS - ACCD has been proactively completing the BHPNA and IP which is anticipated to be adopted by the County in early 2018. The primary goal of the plan is to address and adopt policies relating to attainable housing. These actions along with others discussed throughout the CAPER, will bring together like-minded organizations to increase affordable housing in Adams County. In addition, ACCD works closely with its subgrantees to ensure delivery of essential information to its consumers, realtors, lenders, and other housing providers, where applicable.

DRAFT

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

During the 2015 program year, ACCD identified that the historic monitoring process was in need of being reevaluated. In January 2016, ACCD created a new monitoring process and executed the new procedures during the 2016 program year. ACCD conducts its monitoring process through four types of monitoring of its subgrantees/subrecipients as outlined below:

- Individual Monitoring – Includes ongoing contact with the subrecipients/subgrantees to provide guidance in order to prevent potential issues and ensure compliance with Federal regulations.
- Desktop Monitoring – Completed on an ongoing basis while the project is still open and completed annually after closeout. This includes review of subrecipients/subgrantees quarterly or annual reports, financial audits, and compliance with CDBG and HOME and crosscutting Federal regulations. This type of monitoring enables the County to analyze information such as accomplishments and expenditures and compliance with Federal regulations, which, in turn, helps determine the need for additional technical assistance or future on-site visits. This monitoring also ensures that completed activities continue to be used for the same purpose and continue to benefit eligible populations. The review of reports is completed on a quarterly basis for current projects, and annually for previously funded projects that are required to continue to benefit low and moderate income populations. If Davis Bacon is applicable to the project, the payrolls are reviewed on an ongoing basis until the project is fully completed.
- On-site Monitoring – All activities are monitored on-site upon final payment. As a standard, ACCD will conduct subsequent on-site monitoring every three years until the compliance or affordability period is met. However, depending on the results of the desktop and/or on-site monitoring, ACCD will monitor more frequently if there is an indication of instability in the subrecipient/subgrantee. The monitoring consists of interviews with key staff and a review of pertinent records. The County also conducted on-site Davis Bacon interviews for any construction project that took place during the 2016 program year.
- Drawdown Requests – ACCD staff reviewed draw down requests and supporting documents for compliance with all reporting requirements and to verify the subrecipient/subgrantee is requesting reimbursement for approved purchases as outlined in the contract. This process is completed through a three-tiered review by ACCD staff.

In addition to the above, if an activity is subject to Section 3 of the Housing and Urban Development

Act or required to report on Minority or Women Owned Businesses (MBE/WBE) utilized, ACCD provides additional information, technical assistance, and forms. ACCD discuss the requirements applicable to the regulations with both the subgrantee and subcontractor during the RFP process, pre-construction meetings, Davis Bacon interviews, and post completion technical assistance.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The County's Citizen Participation Plan requires that the CAPER be made available for public review and comment for a minimum of fifteen (15) days. A Public Notice announcing the CAPER availability for public review and comment was published in both English and Spanish in the local newspapers (Brighton Blade and the Northglenn/Thornton Sentinel). It was published on November 22 and 23, 2017, respectively, and advised the public that comments on the CAPER would be taken through December 12, 2017 when it is presented to the Board of County Commissioners at a public hearing. The notice was also published on ACCD's Website at <http://www.adcogov.org/announcements-and-latest-news> as well as the County's website under the Public Hearing announcements www.adcogov.org. Residents also had the opportunity to speak at the December 12th public hearing at the Adams County Government Center. No comments were received either by ACCD or at the public hearing.

ACCD is prepared to take comments from non-English speaking and hearing impaired residents at any time. Interpretation is available through a translation service if a person calls or comes into the County who does not speak English. Hearing impaired individuals have access to teletypewriter (TTY) relay service through the phone companies. Should a non-English speaking person or hearing impaired person want to attend the public hearing, staff will arrange translation, if given advanced notice.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

In recent years, ACCD recognized and rose to the challenge of raising the bar in service excellence. In 2016, ACCD vowed to continue its momentum with improvement of its internal processes. ACCD accomplished a tremendous amount of work over since 2015 and continues to work towards improving its internal goals of maximizing CDBG and HOME to its fullest potential. In December 2016, the Urban County members and HOME Consortia members unanimously agreed to change their HUD program year from March 1 - February 28 to July 1 - June 30. This change shifted the CDBG timeliness reading to be able to complete construction projects during reasonable weather conditions.

During the 2015 program year many historic issues were uncovered and addressed including, but not limited to, revamping CDBG policies and procedures, repairing city partnerships, applications, contracts, and file management. ACCD continued to fine tune process improvements and monitoring strategies. As staff continues to improve, ACCD will be even more effective in properly directing funds to activities that have the greatest impact on the community's quality of life.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

In 2016, ACCD set out to restructure the HOME monitoring policies and procedures as outlined in CR-40. ACCD researched and gathered pertinent information (i.e. affordability period, management companies, number of home-assisted units, etc.) and established a matrix of properties in order to systematically conduct monitoring on all applicable activities. There are twenty three (23) affordable rental housing projects subject to program compliance, including two (2) former HOME properties that recently used NSP funds to keep the properties solvent during the affordability period. During the 2016 program year, ACCD conducted these six (6) on-site inspections:

- 1481 West 71st Place (four-plex) - Resolved Concerns
- Holly Gardens - Resolved Concerns
- Rockmont Apartments - Resolved Concerns
- Westminster Commons - No Findings or Concerns
- Prairie Rose Plaza - No Findings or Concerns
- Beach Court Duplex - Resolved Concerns

During the 2016 Program Year, the County completed its monitoring goals and according to its schedule of all HOME projects. We are happy to report that all HOME monitorings are completed and all are on a schedule for future monitorings during the applicable affordability periods. Additionally, staff has provided extensive technical assistance to all property owners/managers and they are aware of their annual obligations (i.e. rent rolls, financial audits, affirmative marketing plan, etc.) for desktop monitorings. They are also aware of on-site monitorings which will take place at a minimum of every three years. Lastly, we have emphasized that they are to keep ACCD apprised of any changes in management, financial concerns or conditions which would make the property not in compliance with HOME rules.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

As part of the underwriting and subsidy layering review, ACCD requires all HOME applicants to provide the agency's affirmative marketing plan. Without a complete and compliant affirmative marketing plan, ACCD will not approve the underwriting and will not move the project forward for Board approval. ACCD will provide technical assistance as needed, but all HOME projects must have an approved affirmative

marketing plan. Furthermore, as part of the HOME monitoring, ACCD annual requests and reviews HOME recipients affirmative marketing plan to ensure HOME compliance.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

The county received approximately \$342,000 in HOME Program Income (PI) during 2016. PI is required to be spent before entitlement (EN) funds. Upon receipt of a HOME related draw, ACCD would utilize PI before EN. The appropriate adjustments were made to activity funding in IDIS (HUD's database that Grantees use to track projects, activities, plans and other tasks). The majority of the 2016 PI draws were from the FTHB program as both the County and the City of Thornton dedicated HOME funds to this activity. Having been approached by a number of organizations and developers inquiring about HOME dollars, ACCD felt that it was prudent to carryover and reprogram the excess PI into activities for the 2017 AAP. With the change in the HOME PI commitment regulations in early 2017, the 2017 PI will be accumulated and addressed to be expended in the 2018 AAP.

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)

ACCD has implemented a more robust underwriting and subsidy layering review and will not commit HOME funds nor recommend projects to the Board of County Commissioners unless an applicant has secured all necessary funding. In line with this approach, and to continue fostering and maintaining affordable housing in Adams County, ACCD identified projects in 2016 AAP which had secured all sources of funding. The 2016 AAP identifies these projects:

- New construction of a 70-unit affordable housing, Alto, located in the City of Westminster. This project is currently underway and is projected to be completed in early 2018 (LIHTC);
- Acquisition and rehabilitation of three affordable homes for homeownership located in the City of Thornton. This project is projected to be completed by late 2018;
- TBRA program in the City of Thornton administered by ACHA (completed);
- Rehabilitating ground floor of 3 duplexes (6 units) and basement finishes, which will double the density to 12 total units of affordable housing (City of Brighton). This project is projected to be completed by mid-2018 (RAD Program);
- Rehabilitation of the concrete decking and stairs for a 55-unit affordable housing project located in Aurora within Adams County. This project was completed in November 2016;
- New construction of Vistas at Panorama Pointe (substantial amendment to the 2016 AAP) will provide 69-units of affordable housing for seniors in the City of Westminster. Construction began in fall of 2017 and is projected to be completed by early 2019 (LIHTC);
- New construction of Baker School Apartments (substantial amendment to the 2016 AAP) will provide 142-units of affordable housing in unincorporated Adams County. Construction will

- begin in late 2017 and is projected to be completed by early to mid-2019 (LIHTC); and
- FTHB Program.

CR-60 - ESG 91.520(g) (ESG Recipients only)

ESG Supplement to the CAPER in *e-snaps*

For Paperwork Reduction Act

1. Recipient Information—All Recipients Complete

Basic Grant Information

Recipient Name	ADAMS COUNTY
Organizational DUNS Number	076476373
EIN/TIN Number	846000732
Identify the Field Office	DENVER
Identify CoC(s) in which the recipient or subrecipient(s) will provide ESG assistance	Metropolitan Denver Homeless Initiative

ESG Contact Name

Prefix	Ms
First Name	Joelle
Middle Name	0
Last Name	Greenland
Suffix	0
Title	Community Development Manager

ESG Contact Address

Street Address 1	4430 S. Adams County Parkway
Street Address 2	0
City	Brighton
State	CO
ZIP Code	-
Phone Number	7205236851
Extension	0
Fax Number	0
Email Address	jgreenland@adcogov.org

ESG Secondary Contact

Prefix	Ms
--------	----

CAPER

31

First Name Melissa
Last Name Scheere
Suffix 0
Title CDBG/HOME Coordinator
Phone Number 7205236210
Extension 0
Email Address mscheere@adcogov.org

2. Reporting Period—All Recipients Complete

Program Year Start Date 03/01/2016
Program Year End Date 06/30/2017

3a. Subrecipient Form – Complete one form for each subrecipient

Subrecipient or Contractor Name: ALMOST HOME INC.
City: Brighton
State: CO
Zip Code: 80601, 1628
DUNS Number: 026878301
Is subrecipient a victim services provider: N
Subrecipient Organization Type: Other Non-Profit Organization
ESG Subgrant or Contract Award Amount: 0

Subrecipient or Contractor Name: GROWING HOME, INC.
City: Westminster
State: CO
Zip Code: 80030, 5314
DUNS Number: 834541356
Is subrecipient a victim services provider: N
Subrecipient Organization Type: Other Non-Profit Organization
ESG Subgrant or Contract Award Amount: 0

CR-65 - Persons Assisted

This data is entered into HUD's web based Sage System.

4. Persons Served

4a. Complete for Homelessness Prevention Activities

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 16 – Household Information for Homeless Prevention Activities

4b. Complete for Rapid Re-Housing Activities

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 17 – Household Information for Rapid Re-Housing Activities

4c. Complete for Shelter

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 18 – Shelter Information

DRAFT

4d. Street Outreach

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 19 – Household Information for Street Outreach

4e. Totals for all Persons Served with ESG

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 20 – Household Information for Persons Served with ESG

5. Gender—Complete for All Activities

	Total
Male	0
Female	0
Transgender	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 21 – Gender Information

6. Age—Complete for All Activities

	Total
Under 18	0
18-24	0
25 and over	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 22 – Age Information

7. Special Populations Served—Complete for All Activities

Number of Persons in Households

Subpopulation	Total	Total Persons Served – Prevention	Total Persons Served – RRH	Total Persons Served in Emergency Shelters
Veterans	0	0	0	0
Victims of Domestic Violence	0	0	0	0
Elderly	0	0	0	0
HIV/AIDS	0	0	0	0
Chronically Homeless	0	0	0	0
Persons with Disabilities:				
Severely Mentally Ill	0	0	0	0
Chronic Substance Abuse	0	0	0	0
Other Disability	0	0	0	0
Total (Unduplicated if possible)	0	0	0	0

Table 23 – Special Population Served

CR-70 – ESG 91.520(g) - Assistance Provided and Outcomes

10. Shelter Utilization

Number of New Units - Rehabbed	0
Number of New Units - Conversion	0
Total Number of bed-nights available	10,950
Total Number of bed-nights provided	4,858
Capacity Utilization	44.37%

Table 24 – Shelter Capacity

11. Project Outcomes Data measured under the performance standards developed in consultation with the CoC(s)

The County is served by the Metro Denver Homeless Initiative (MDHI), metro Denver's Continuum of Care administering organization. The goal of MDHI is to provide maximum personal independence opportunities for homeless persons and persons at risk of becoming homeless through design and implementation of a Continuum of Care and Opportunities model for the metropolitan Denver community. In an effort to end homelessness across the Metro Denver region, MDHI organizes a Point in Time Homeless Count for the seven county Metro Denver region, including Adams County. In coordination and cooperation with MDHI and Adams County Housing Authority, the County's Homelessness Liaison, and volunteers administered Point in Time Surveys in various incorporated cities in the County and will be working with MDHI to do another survey in the next year.

In 2016, two ESG subrecipients drew down all of remaining ESG funding. All subrecipients have funded the various activities which ESG supports, namely Emergency Shelter, Street Outreach, Rapid Rehousing and HMIS (data input into the COC database). Such information is vital for ACCD to evaluate how ESG funds are being utilized.

CR-75 – Expenditures

11. Expenditures

11a. ESG Expenditures for Homelessness Prevention

	Dollar Amount of Expenditures in Program Year		
	2014	2015	2016
Expenditures for Rental Assistance	0	0	0
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance	0	0	0
Expenditures for Housing Relocation & Stabilization Services - Services	0	0	0
Expenditures for Homeless Prevention under Emergency Shelter Grants Program	0	38,872	0
Subtotal Homelessness Prevention	0	38,872	0

Table 25 – ESG Expenditures for Homelessness Prevention

11b. ESG Expenditures for Rapid Re-Housing

	Dollar Amount of Expenditures in Program Year		
	2014	2015	2016
Expenditures for Rental Assistance	0	0	0
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance	0	0	0
Expenditures for Housing Relocation & Stabilization Services - Services	0	0	0
Expenditures for Homeless Assistance under Emergency Shelter Grants Program	0	0	0
Subtotal Rapid Re-Housing	0	0	0

Table 26 – ESG Expenditures for Rapid Re-Housing

11c. ESG Expenditures for Emergency Shelter

	Dollar Amount of Expenditures in Program Year		
	2014	2015	2016
Essential Services	0	67,403	0
Operations	0	0	0
Renovation	0	0	0

Major Rehab	0	0	0
Conversion	0	0	0
Subtotal	0	67,403	0

Table 27 – ESG Expenditures for Emergency Shelter

11d. Other Grant Expenditures

	Dollar Amount of Expenditures in Program Year		
	2014	2015	2016
Street Outreach	0	0	0
HMIS	0	4,043	0
Administration	0	7,159	0

Table 28 - Other Grant Expenditures

11e. Total ESG Grant Funds

Total ESG Funds Expended	2014	2015	2016
477	0	117,477	0

Table 29 - Total ESG Funds Expended

11f. Match Source

	2014	2015	2016
Other Non-ESG HUD Funds	0	117,477	0
Other Federal Funds	0	0	0
State Government	0	0	0
Local Government	0	0	0
Private Funds	0	0	0

Other	0	0	0
Fees	0	0	0
Program Income	0	0	0
Total Match Amount	0	117,477	0

Table 30 - Other Funds Expended on Eligible ESG Activities

11g. Total

Total Amount of Funds Expended on ESG Activities	2014	2015	2016
	0	234,954	0

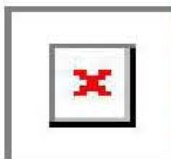
Table 31 - Total Amount of Funds Expended on ESG Activities

Attachment

2016 CAPER Cover Page

DRAFT

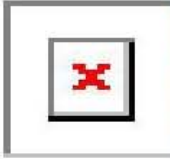
PR-26



Office of Community Planning and Development
 U.S. Department of Housing and Urban Development
 Integrated Disbursement and Information System
 PR26 - CDBG Financial Summary Report
 Program Year 2016
 ADAMS COUNTY, CO

DATE 11-22-17
 TIME 16:58
 PAGE 1

PART I: SUMMARY OF CDBG RESOURCES	
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	1,261,462.47
02 ENTITLEMENT GRANT	1,147,371.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	21,530.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	1,453,000.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	3,883,363.47
PART II: SUMMARY OF CDBG EXPENDITURES	
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	917,164.89
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	917,164.89
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	229,555.00
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	1,453,000.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	2,599,719.89
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	1,283,643.58
PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD	
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	917,164.89
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	917,164.89
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS	
23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS	
27 DISBURSED IN IDIS FOR PUBLIC SERVICES	0.00
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	0.00
32 ENTITLEMENT GRANT	1,147,371.00
33 PRIOR YEAR PROGRAM INCOME	6,202,780.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	7,350,151.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	0.00%
PART V: PLANNING AND ADMINISTRATION (PA) CAP	
37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	229,555.00
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 + LINE 40)	229,555.00
42 ENTITLEMENT GRANT	1,147,371.00
43 CURRENT YEAR PROGRAM INCOME	1,474,530.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	(1,453,000.00)
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	1,168,901.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	19.64%



Office of Community Planning and Development
 U.S. Department of Housing and Urban Development
 Integrated Disbursement and Information System
 PR26 - CDBG Financial Summary Report
 Program Year 2016
 ADAMS COUNTY, CO

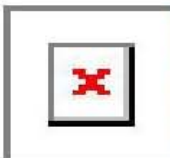
DATE: 11-22-17
 TIME: 16:58
 PAGE: 2

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17
 Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18
 Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

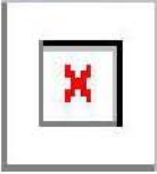
Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2014	3	1970	5922657	Community Reach Center Facility Improvements	03	LMC	\$2,576.72
					03	Matrix Code	\$2,576.72
2015	27	2002	5945997	CITY OF NORTHGLENN LARSON PARK PLAYGROUND	03F	LMA	\$13,249.35
2016	6	2053	5985666	Town of Bennett - Centennial Park	03F	LMA	\$94,751.00
2016	6	2053	6039163	Town of Bennett - Centennial Park	03F	LMA	\$924.39
2016	6	2053	6045480	Town of Bennett - Centennial Park	03F	LMA	\$76,960.93
2016	6	2053	6049023	Town of Bennett - Centennial Park	03F	LMA	\$1,189.54
					03F	Matrix Code	\$187,075.21
2015	26	1999	5932484	CITY OF BRIGHTON ADA SIDEWALKS	03L	LMA	\$66,311.21
2015	26	1999	5943883	CITY OF BRIGHTON ADA SIDEWALKS	03L	LMA	\$38,103.78
2015	26	1999	5960675	CITY OF BRIGHTON ADA SIDEWALKS	03L	LMA	\$5,495.53
2016	4	2056	6039160	City of Northglenn - ADA Sidewalks and Ramps	03L	LMA	\$422.68
2016	4	2056	6049021	City of Northglenn - ADA Sidewalks and Ramps	03L	LMA	\$55.59
2016	4	2057	5985121	Adams County - Berkeley ADA Sidewalks and Ramps	03L	LMA	\$23,065.80
2016	4	2057	5997309	Adams County - Berkeley ADA Sidewalks and Ramps	03L	LMA	\$28,884.20
2016	4	2057	6039162	Adams County - Berkeley ADA Sidewalks and Ramps	03L	LMA	\$326.71
2016	4	2057	6049022	Adams County - Berkeley ADA Sidewalks and Ramps	03L	LMA	\$28.04
					03L	Matrix Code	\$162,693.54
2014	12	2042	5933274	Project Delivery Costs - Globeville	04	LMJ	\$370.50
2014	12	2042	5943825	Project Delivery Costs - Globeville	04	LMJ	\$692.12
2014	12	2042	5967300	Project Delivery Costs - Globeville	04	LMJ	\$508.24
2014	12	2042	5968956	Project Delivery Costs - Globeville	04	LMJ	\$1,000.00
2014	12	2042	5982160	Project Delivery Costs - Globeville	04	LMJ	\$504.73
2014	12	2042	6003423	Project Delivery Costs - Globeville	04	LMJ	\$287.70
2014	12	2042	6019480	Project Delivery Costs - Globeville	04	LMJ	\$94.19
2014	12	2042	6039158	Project Delivery Costs - Globeville	04	LMJ	\$46.84
					04	Matrix Code	\$3,504.32
2014	4	1988	5903192	NORTHGLENN MINOR HOME REPAIR	14A	LMH	\$3,755.00
2014	4	1988	5903194	NORTHGLENN MINOR HOME REPAIR	14A	LMH	\$6,352.00
2014	4	1988	5903750	NORTHGLENN MINOR HOME REPAIR	14A	LMH	\$10,491.00
2015	28	2003	5902366	ACCD MHR	14A	LMH	\$7,913.00
2015	28	2003	5902367	ACCD MHR	14A	LMH	\$14,050.00
2015	28	2003	5907988	ACCD MHR	14A	LMH	\$7,350.00
2015	28	2003	5907989	ACCD MHR	14A	LMH	\$6,920.00
2015	28	2003	5908376	ACCD MHR	14A	LMH	\$3,145.00
2015	28	2003	5911598	ACCD MHR	14A	LMH	\$6,700.00
2015	28	2003	5920062	ACCD MHR	14A	LMH	\$4,850.00
2015	28	2003	5920064	ACCD MHR	14A	LMH	\$9,158.00
2015	28	2003	5920065	ACCD MHR	14A	LMH	\$9,505.00
2015	28	2003	5920070	ACCD MHR	14A	LMH	\$12,255.00
2015	28	2003	5920072	ACCD MHR	14A	LMH	\$6,655.00
2015	28	2003	5920517	ACCD MHR	14A	LMH	\$12,970.00
2015	28	2003	5930995	ACCD MHR	14A	LMH	\$7,724.00
2015	28	2003	5938952	ACCD MHR	14A	LMH	\$3,040.00
2015	28	2003	5949612	ACCD MHR	14A	LMH	\$13,316.00
2015	28	2003	5962454	ACCD MHR	14A	LMH	\$6,400.00
2015	28	2003	5967888	ACCD MHR	14A	LMH	\$4,750.00



Office of Community Planning and Development
 U.S. Department of Housing and Urban Development
 Integrated Disbursement and Information System
 PR26 - CDBG Financial Summary Report
 Program Year 2016
 ADAMS COUNTY , CO

DATE: 11-22-17
 TIME: 16:58
 PAGE: 3

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2015	28	2004	5910556	CITY OF FEDERAL HEIGHTS MHR	14A	LMH	\$10,518.00
2015	28	2004	5920073	CITY OF FEDERAL HEIGHTS MHR	14A	LMH	\$6,665.00
2015	28	2004	5930994	CITY OF FEDERAL HEIGHTS MHR	14A	LMH	\$7,327.00
2015	28	2004	5932627	CITY OF FEDERAL HEIGHTS MHR	14A	LMH	\$6,100.00
2015	28	2004	5967891	CITY OF FEDERAL HEIGHTS MHR	14A	LMH	\$4,825.00
2015	28	2004	5970738	CITY OF FEDERAL HEIGHTS MHR	14A	LMH	\$8,963.00
2015	28	2004	5973828	CITY OF FEDERAL HEIGHTS MHR	14A	LMH	\$6,556.00
2015	28	2004	5975478	CITY OF FEDERAL HEIGHTS MHR	14A	LMH	\$6,160.00
2016	2	2058	5982153	City of Federal Heights - MHR	14A	LMH	\$4,900.00
2016	2	2058	5985851	City of Federal Heights - MHR	14A	LMH	\$8,590.00
2016	2	2058	5989442	City of Federal Heights - MHR	14A	LMH	\$3,524.00
2016	2	2058	5996642	City of Federal Heights - MHR	14A	LMH	\$8,650.00
2016	2	2058	5999591	City of Federal Heights - MHR	14A	LMH	\$9,813.00
2016	2	2058	6013030	City of Federal Heights - MHR	14A	LMH	\$14,870.00
2016	2	2058	6016278	City of Federal Heights - MHR	14A	LMH	\$15,120.00
2016	2	2059	5982151	City of Brighton - MHR	14A	LMH	\$7,776.00
2016	2	2059	5999590	City of Brighton - MHR	14A	LMH	\$4,054.00
2016	2	2059	6005471	City of Brighton - MHR	14A	LMH	\$15,150.00
2016	2	2059	6005473	City of Brighton - MHR	14A	LMH	\$3,596.55
2016	2	2059	6013035	City of Brighton - MHR	14A	LMH	\$8,938.00
2016	2	2059	6016275	City of Brighton - MHR	14A	LMH	\$2,450.00
2016	2	2059	6021568	City of Brighton - MHR	14A	LMH	\$6,330.00
2016	2	2059	6033721	City of Brighton - MHR	14A	LMH	\$812.00
2016	2	2059	6037733	City of Brighton - MHR	14A	LMH	\$27,334.00
2016	2	2059	6045497	City of Brighton - MHR	14A	LMH	\$7,862.00
2016	2	2059	6049024	City of Brighton - MHR	14A	LMH	\$2,600.00
2016	2	2060	5971266	ACCD - MHR	14A	LMH	\$9,700.00
2016	2	2060	5972660	ACCD - MHR	14A	LMH	\$6.00
2016	2	2060	5996640	ACCD - MHR	14A	LMH	\$4,145.00
2016	2	2060	5999589	ACCD - MHR	14A	LMH	\$4,600.00
2016	2	2060	6003416	ACCD - MHR	14A	LMH	\$3,520.00
2016	2	2060	6005475	ACCD - MHR	14A	LMH	\$6,739.00
					14A	Matrix Code	\$395,492.55
2015	28	2007	5903766	ACCD MHR PROJECT DELIVERY COSTS	14H	LMH	\$8,339.11
2015	28	2007	5913752	ACCD MHR PROJECT DELIVERY COSTS	14H	LMH	\$7,779.73
2015	28	2007	5923168	ACCD MHR PROJECT DELIVERY COSTS	14H	LMH	\$3,373.99
2015	28	2007	5933273	ACCD MHR PROJECT DELIVERY COSTS	14H	LMH	\$5,677.30
2015	28	2007	5943824	ACCD MHR PROJECT DELIVERY COSTS	14H	LMH	\$5,013.16
2015	28	2007	5967299	ACCD MHR PROJECT DELIVERY COSTS	14H	LMH	\$6,321.51
2015	28	2007	5968335	ACCD MHR PROJECT DELIVERY COSTS	14H	LMH	\$7,177.44
2016	2	2061	5971960	ACCD - MHR - Activity Delivery Costs	14H	LMH	\$9,053.99
2016	2	2061	5971966	ACCD - MHR - Activity Delivery Costs	14H	LMH	\$95.35
2016	2	2061	5982160	ACCD - MHR - Activity Delivery Costs	14H	LMH	\$8,013.72
2016	2	2061	5990782	ACCD - MHR - Activity Delivery Costs	14H	LMH	\$6,473.95
2016	2	2061	6003423	ACCD - MHR - Activity Delivery Costs	14H	LMH	\$6,790.91
2016	2	2061	6010733	ACCD - MHR - Activity Delivery Costs	14H	LMH	\$1,404.95
2016	2	2061	6019480	ACCD - MHR - Activity Delivery Costs	14H	LMH	\$1,944.07
2016	2	2061	6029799	ACCD - MHR - Activity Delivery Costs	14H	LMH	\$1,110.53
2016	2	2061	6039158	ACCD - MHR - Activity Delivery Costs	14H	LMH	\$558.18
2016	2	2061	6049017	ACCD - MHR - Activity Delivery Costs	14H	LMH	\$804.36
2016	2	2062	5982160	City of Brighton - MHR - Activity Delivery Costs	14H	LMH	\$598.74
2016	2	2062	5990782	City of Brighton - MHR - Activity Delivery Costs	14H	LMH	\$1,825.17
2016	2	2062	6003423	City of Brighton - MHR - Activity Delivery Costs	14H	LMH	\$2,290.06
2016	2	2062	6010735	City of Brighton - MHR - Activity Delivery Costs	14H	LMH	\$1,810.05
2016	2	2062	6019480	City of Brighton - MHR - Activity Delivery Costs	14H	LMH	\$3,102.33
2016	2	2062	6029799	City of Brighton - MHR - Activity Delivery Costs	14H	LMH	\$2,140.24
2016	2	2062	6039158	City of Brighton - MHR - Activity Delivery Costs	14H	LMH	\$1,597.91



Office of Community Planning and Development
 U.S. Department of Housing and Urban Development
 Integrated Disbursement and Information System
 PR26 - CDBG Financial Summary Report
 Program Year 2016
 ADAMS COUNTY, CO

DATE: 11-22-17
 TIME: 16:58
 PAGE: 4

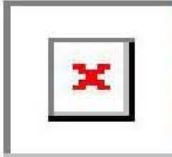
Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2016	2	2062	6049017	City of Brighton - MHR - Activity Delivery Costs	14H	LMH	\$833.33
2016	2	2063	5982160	City of Federal Heights - MHR - Activity Delivery Costs	14H	LMH	\$572.07
2016	2	2063	5990782	City of Federal Heights - MHR - Activity Delivery Costs	14H	LMH	\$1,352.21
2016	2	2063	6003423	City of Federal Heights - MHR - Activity Delivery Costs	14H	LMH	\$1,286.56
2016	2	2063	6010739	City of Federal Heights - MHR - Activity Delivery Costs	14H	LMH	\$1,119.45
2016	2	2063	6019480	City of Federal Heights - MHR - Activity Delivery Costs	14H	LMH	\$1,355.36
2016	2	2063	6029799	City of Federal Heights - MHR - Activity Delivery Costs	14H	LMH	\$1,077.15
2016	2	2063	6039158	City of Federal Heights - MHR - Activity Delivery Costs	14H	LMH	\$619.34
2016	2	2063	6049017	City of Federal Heights - MHR - Activity Delivery Costs	14H	LMH	\$385.19
2015	29	2001	5911596	CITY OF FEDERAL HEIGHTS CODE ENFORCEMENT	15	LMA	\$9,186.64
2015	29	2001	5945996	CITY OF FEDERAL HEIGHTS CODE ENFORCEMENT	15	LMA	\$13,797.02
2015	29	2001	5976916	CITY OF FEDERAL HEIGHTS CODE ENFORCEMENT	15	LMA	\$16,295.01
2015	29	2001	5990778	CITY OF FEDERAL HEIGHTS CODE ENFORCEMENT	15	LMA	\$7,633.32
2015	29	2001	5999592	CITY OF FEDERAL HEIGHTS CODE ENFORCEMENT	15	LMA	\$7,808.72
2016	1	2055	6040312	City of Federal Height - Code Enforcement	15	LMA	\$9,204.43
Total					15	Matrix Code	\$63,925.14
							\$917,164.89

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Report returned no data.

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2015	25	2006	5902133	ACCD CDBG ADMIN	21A		\$3,799.00
2015	25	2006	5913740	ACCD CDBG ADMIN	21A		\$9,794.68
2015	25	2006	5923666	ACCD CDBG ADMIN	21A		\$14,758.72
2015	25	2006	5933275	ACCD CDBG ADMIN	21A		\$2,345.70
2015	25	2006	5933278	ACCD CDBG ADMIN	21A		\$14,877.05
2015	25	2006	5944260	ACCD CDBG ADMIN	21A		\$4,698.53
2015	25	2006	5967296	ACCD CDBG ADMIN	21A		\$16,542.46
2015	25	2006	5968333	ACCD CDBG ADMIN	21A		\$709.22
2016	3	2049	5968326	2016 CDBG Administration	21A		\$17,788.93
2016	3	2049	5971947	2016 CDBG Administration	21A		\$1,089.54
2016	3	2049	5971952	2016 CDBG Administration	21A		\$2,030.00
2016	3	2049	5971955	2016 CDBG Administration	21A		\$13,457.15
2016	3	2049	5982161	2016 CDBG Administration	21A		\$27,273.80
2016	3	2049	5990780	2016 CDBG Administration	21A		\$11,738.02
2016	3	2049	5992480	2016 CDBG Administration	21A		\$13,530.00
2016	3	2049	6003424	2016 CDBG Administration	21A		\$8,908.13
2016	3	2049	6005968	2016 CDBG Administration	21A		\$407.45
2016	3	2049	6007500	2016 CDBG Administration	21A		\$1,465.00
2016	3	2049	6010740	2016 CDBG Administration	21A		\$7,602.59
2016	3	2049	6019483	2016 CDBG Administration	21A		\$9,759.78
2016	3	2049	6019487	2016 CDBG Administration	21A		\$3,500.00
2016	3	2049	6022483	2016 CDBG Administration	21A		\$9,428.24
2016	3	2049	6029797	2016 CDBG Administration	21A		\$8,815.01
2016	3	2049	6039153	2016 CDBG Administration	21A		\$21.76
2016	3	2049	6040987	2016 CDBG Administration	21A		\$9,281.24
2016	3	2049	6049020	2016 CDBG Administration	21A		\$6,500.00
2016	3	2049	6051030	2016 CDBG Administration	21A		\$23.36
2016	3	2049	6051033	2016 CDBG Administration	21A		\$85.00
2016	3	2049	6053591	2016 CDBG Administration	21A		



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2016
ADAMS COUNTY , CO

DATE: 11-22-17
TIME: 16:58
PAGE: 5

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2016	3	2049	6059065	2016 CDBG Administration	21A		\$1,184.64
					21A	Matrix Code	\$229,555.00
Total							\$229,555.00

DRAFT

Publications and Resolution

Colorado Community Media
9137 Ridgeline Blvd., Suite 210
Highlands Ranch, Co 80129

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Adams } ss

This Affidavit of Publication for the Northglenn-Thornton Sentinel, a weekly newspaper, printed and published for the County of Adams, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made on the 23rd day of November A.D., 2017, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.

Gerard Healey

For the Northglenn-Thornton Sentinel

State of Colorado }
County of Douglas } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before by the above named Gerard Healey, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on the 23rd day of November A.D., 2017. Gerard Healey has verified to me that he has adopted an electronic signature to function as his signature on this document.

Heather L. Crompton

Heather L. Crompton
Notary Public
My commission ends December 18, 2019

HEATHER L. CROMPTON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154048301
Commission expiration date:
December 18, 2019

Adams County, Colorado PUBLIC NOTICE

Adams County Community Development (ACCD) is holding comments starting November 22, 2017 on the 2016 Consolidated Annual Performance Report (CAPER) for the Community Development Block Grant Program (CDBG), HOME Investment Partnerships Program (HOME) and Emergency Solutions Program (ESG) covering the period March 1, 2015 through June 30, 2017.

Adams County Colorado has drafted its CAPER for fiscal year 2018. ACCD invites community level citizens and the CAPER. This report covers the County's activities with CDBG, HOME, and ESG in 2017. Budgetary and policy information is contained in the report. The CAPER is available for review by any interested person or agency on the County's website at <http://www.adco.gov.org/information-and-latest-news> or at the following location:

Adams County Community Development
4430 S. Adams County Parkway
Brighton, CO 80601

Citizens, public agencies, and other interested parties are encouraged to submit written comments to Melissa Scheerer, Community Development Coordinator, via email at mscheerer@adco.gov or 913-398-3919 between 9:00 a.m. and 5:00 p.m. on November 23, 2017 through December 11, 2017 or at the public hearing (at the address above) 9:00 a.m. on December 30, 2017. For additional information please contact Melissa Scheerer at (720) 523-6210.

Adams County does not discriminate on the basis of disability in the admission to, access to, or operation of programs, services, or activities, including the public participation process. Adams County makes reasonable accommodations for disabilities that interfere with full access to programs, services, or activities, including the public participation process. For more contact Melissa Scheerer at (720) 523-6210 or (711 for the state relay service) or write to 4430 S. Adams County Parkway Brighton, CO 80601 to make a reasonable accommodation request.

Adams County, Colorado NOTIFICACION PUBLICA

El Departamento Comunitario de Desarrollo de Adams (ACCD) está invitando a recibir comentarios del 22 de Noviembre de 2017 sobre el Informe de Desempeño Anual Consolidado 2016 (CAPER) para el Programa de Subsidios Globales de Desarrollo Comunitario (CDBG), HOME (Iniciativa de Parnerstius Program (I OMC) y Emergency Solutions Program) (ESG) cubriendo el periodo desde el 1 de Marzo de 2015 hasta el 30 de Junio de 2017.

El Condado de Adams, Colorado, ha redactado el CAPER para el año de subvenciones 2016. ACCD invita a los ciudadanos a hacer comentarios sobre el CAPER. Este informe cubre las actividades del Condado con CDBG, HOME y PDI en 2016. La información presupuestaria y de beneficios se incluye en el informe. El CAPER está disponible para su revisión por cualquier persona o agencia interesada en el sitio web del Condado en <http://www.adco.gov.org/information-and-latest-news> o en la siguiente ubicación:

Adams County Community Development
4430 S. Adams County Parkway
Brighton, CO 80601

Se alienta a los ciudadanos, agencias públicas y otras partes interesadas a enviar sus comentarios por correo a Melissa Scheerer, Community Development Coordinator, por correo electrónico a mscheerer@adco.gov o a la dirección que figura entre el 22 de Noviembre de 2017 y el 11 de Diciembre de 2017 o al público audiencia (en la dirección de arriba) 9:00 a.m. del 12 de Diciembre de 2017. Para preguntas adicionales contacte a Melissa Scheerer al (720) 523-6210.

El Condado de Adams no discrimina en base a la discapacidad en la admisión, acceso o operación de programas, servicios o actividades, incluido el proceso de participación pública. El Condado de Adams realiza adaptaciones razonables para las discapacidades que interfieren con el acceso total a cualquier programa, servicio o actividad, incluido el proceso de participación pública. Puede contactarse con Julie Green at (720) 523-6210 o (711 para el servicio estatal de relay) o escribir a 4430 S. Adams County Parkway Brighton, CO 80601 para hacer una solicitud de.

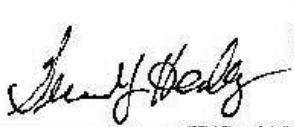
Legal Notice No.: 6906
First Publication: November 23, 2017
Last Publication: November 23, 2017
Publisher: Northglenn-Thornton Sentinel and the Westwinds Window

Colorado Community Media
9137 Ridgeline Blvd, Suite 210
Highlands Ranch, Co 80129

AFFIDAVIT OF PUBLICATION

State of Colorado)
County of Adams) ss

This Affidavit of Publication for the Westminster Window, a weekly newspaper, printed and published for the County of Adams, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made on the 23rd day of November A.D., 2017, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



For the Westminster Window

State of Colorado)
County of Douglas) ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before by the above named Gerard Healey, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on the 23rd day of November A.D., 2017. Gerard Healey has verified to me that he has adopted an electronic signature to function as his signature on this document.



Heather L. Crompton
Notary Public
My commission ends December 18, 2019

HEATHER L. CROMPTON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154048391
Commission expiration date:
December 18, 2019

Adams County, Colorado PUBLIC NOTICE

Adams County Community Development (ACCD) is inviting comments starting November 22, 2017 on the 2016 Consolidated Annual Performance Report (CAPER) for the Community Development Block Grant Program (CDBG), HOME Investment Partnerships Program (HOME) and Emergency Solutions Program (ESG) covering the period March 1, 2016 through June 30, 2017.

Adams County, Colorado has drafted its CAPER for grant year 2016. ACCD invites comments from citizens on the CAPER. This report covers the County's activities with CDBG, HOME, and ESG in 2016. Budgetary and benefit information is contained in the report. The CAPER is available for review by any interested person or agency on the County's website at <http://www.adco.gov.org/announcements-and-interest-news> or at the following location:

Adams County Community Development
4430 S. Adams County Parkway
Brighton, CO 80601

Citizens, public agencies, and other interested parties are encouraged to submit written comments to Melissa Schwere, Community Development Coordinator, at mschwere@adco.gov or at the address above from November 22, 2017 through December 11, 2017 or at the public hearing (at the address above) 9:30 a.m. on December 12, 2017. For additional questions please contact Melissa Schwere at (720) 623-6210.

Adams County does not discriminate on the basis of disability in the admission to, access to, participation in, or operation of programs, services, or activities, including the public participation process. Adams County makes reasonable accommodations for individuals that interfere with full access to any program, service, or activity, including the public participation process. You may contact Melissa Schwere at (720) 623-6210 or TDD for the state relay service at 1-800-443-8811 for the state relay service or write to 4430 S. Adams County Parkway Brighton, CO 80601 to make a reasonable accommodation request.

Adams County, Colorado NOTIFICACION PUBLICA

El Desarrollo Comunitario del Condado de Adams (ACCD) está invitando a recibir comentarios del 22 de Noviembre de 2017 sobre el informe de Desempeño Anual Consolidado 2016 (CAPER) para el Programa de Subvenciones Oligoclas de Desarrollo Comunitario (CDBG), HOME Inversión y Programa de Soluciones de Emergencia (ESG) durante el periodo desde el 1 de marzo de 2016 hasta el 30 de junio de 2017.

El Condado de Adams, Colorado, ha redactado su CAPER para el año de subvenciones 2016. ACCD invita a los ciudadanos a hacer comentarios sobre el CAPER. Este informe cubre las actividades del Condado con CDBG, HOME y ESG en 2016. La información presupuestaria y de beneficios se incluye en el informe. El CAPER está disponible para su revisión por cualquier persona o agencia interesada en el sitio web del Condado en <http://www.adco.gov.org/announcements-and-interest-news> o en la siguiente ubicación:

Adams County Community Development
4430 S. Adams County Parkway
Brighton, CO 80601

Se alienta a los ciudadanos, agencias públicas y otras partes interesadas a enviar sus comentarios por escrito a Melissa Schwere, Community Development Coordinator, por correo electrónico a mschwere@adco.gov o a la dirección que figura entre el 22 de Noviembre de 2017 y el 11 de Diciembre de 2017 o al público audiencia (en la dirección de arriba) 9:30 a.m. del 12 de Diciembre de 2017. Para preguntas adicionales contacte a Melissa Schwere al (720) 623-6210.

El Condado de Adams no discrimine en base a la discapacidad en la admisión, acceso o operaciones de programas, servicios o actividades, incluido el proceso de participación pública. El Condado de Adams realiza adaptaciones razonables para las discapacidades que interfieren con el acceso total a cualquier programa, servicio o actividad, incluido el proceso de participación pública. Puede comunicarse con Jesse Cisneros al (720) 623-6210 o TDD al servicio estatal de relay de voz, o escribir al 4430 S. Adams County Parkway Brighton, CO 80601 para hacer una solicitud de.

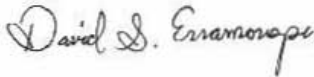
Legal Notice No. 68006
First Publication: November 23, 2017
Last Publication: November 29, 2017
Publisher: Northglenn Common Council
and the Westminster Window

**PROOF OF PUBLICATION
BRIGHTON STANDARD BLADE
ADAMS COUNTY
STATE OF COLORADO**

I, Beth Potter, do solemnly swear that I am the Publisher of the **Brighton Standard Blade** the same is a weekly newspaper printed and published in the County of Adams, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said county of Adams for a period of more than fifty-two consecutive weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado. That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of **ONE consecutive insertion(s)** and that the first publication of said notice was in the issue of newspaper, dated **22nd day of November 2017 the last on the 22nd day of November 2017**.



Publisher, Subscribed and sworn before me,
this **24th day of November, 2017**



Notary Public.

**DAVID S. ERRAMOUSPE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20164027149
MY COMMISSION EXPIRES 7/10/2019**

**Adams County, Colorado
PUBLIC NOTICE**

Adams County Community Development (ACCD) is inviting comments starting November 22, 2017 on the 2016 Consolidated Annual Performance Report (CAPER) for the Community Development Block Grant Program (CDBG), HOME Investment Partnerships Program (HOME) and Emergency Solutions Program (ESG) covering the period March 1, 2016 through June 30, 2017.

Adams County, Colorado has drafted its CAPER for grant year 2016. ACCD invites comments from citizens on the CAPER. This report covers the County's activities with CDBG, HOME, and ESG in 2016. Budgetary and benefit information is contained in the report. The CAPER is available for review by any interested person or agency on the County's website at <http://www.adcogov.org/announcements-and-latest-news> or at the following location:

Adams County Community Development
4430 S. Adams County Parkway
Brighton, CO 80601

Citizens, public agencies, and other interested parties are encouraged to submit written comments to Melissa Scheere, Community Development Coordinator, via email at mscheere@adcogov.org or at the address above from November 22, 2017 through December 11, 2017 or at the public hearing (at the address above) 9:30 a.m. on December 12, 2017. For additional questions please contact Melissa Scheere at (720) 523-6210.

Adams County does not discriminate on the basis of disability in the admission to, access to, or operations of programs, services, or activities, including the public participation process. Adams County makes reasonable accommodations for disabilities that interfere with full access to any program, service, or activity, including the public participation process. You may contact Melissa Scheere at (720) 523-6210 or (711 for the state relay service) or write to 4430 S. Adams County Parkway Brighton, CO 80601 to make a reasonable accommodation request.

**Adams County, Colorado
NOTIFICACIÓN PÚBLICA**

El Desarrollo Comunitario del Condado de Adams (ACCD) está invitando a recibir comentarios del 22 de Noviembre de 2017 sobre el Informe de Desempeño Anual Consolidado 2016 (CAPER) para el Programa de Subsidios Globales de Desarrollo Comunitario (CDBG), HOME Investment Partnerships Program (HOME) y Emergency Solutions Program (ESG) cubriendo el período desde el 1 de Marzo de 2016 hasta el 30 de Junio de 2017.

El Condado de Adams, Colorado, ha redactado su CAPER para el año de subvenciones 2016. ACCD invita

a los ciudadanos a hacer comentarios sobre el CAPER. Este informe cubre las actividades del Condado con CDBG, HOME y ESG en 2016. La información presupuestaria y de beneficios se incluye en el informe. El CAPER está disponible para su revisión por cualquier persona o agencia interesada en el sitio web del Condado en <http://www.adcogov.org/announcements-and-latest-news> o en la siguiente ubicación:

Adams County Community Development
4430 S. Adams County Parkway
Brighton, CO 80601

Se alienta a los ciudadanos, agencias públicas y otras partes interesadas a enviar sus comentarios por escrito a Melissa Scheere, Community Development Coordinator, por correo electrónico a mscheere@adcogov.org o a la dirección que figura entre el 22 de Noviembre de 2017 y el 11 de Diciembre de 2017 o al público audiencia (en la dirección de arriba) 9:30 a.m. del 12 de Diciembre de 2017. Para preguntas adicionales contacte a Melissa Scheere al (720) 523-6210.

El Condado de Adams no discrimina en base a la discapacidad en la admisión, acceso o operaciones de programas, servicios o actividades, incluido el proceso de participación pública. El Condado de Adams realiza adaptaciones razonables para las discapacidades que interfieren con el acceso total a cualquier programa, servicio o actividad, incluido el proceso de participación pública. Puede comunicarse con Joelle Greenland al (720) 523-6210 o (711 para el servicio estatal de retransmisión) o escribir al 4430 S. Adams County Parkway Brighton, CO 80601 para hacer una solicitud de.

Published in the Brighton Standard Blade on November 22, 2017
#170529



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 12, 2017
SUBJECT: Intergovernmental Agreement Between Adams County and Adams County Fire Protection District for the Collection of Fire District Impact Fees
FROM: Kristin Sullivan, Director, Community and Economic Development Department
AGENCY/DEPARTMENT: Community and Economic Development Department
HEARD AT STUDY SESSION ON : August 15, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves an Intergovernmental Agreement between Adams County and the Adams County Fire Protection District for collection of Fire District Impact Fees

BACKGROUND:

Adams County Fire Protection District is requesting to enter into an Intergovernmental Agreement (IGA) with the County for collection of Fire District Impact fees from new development. On June 6, 2016, the Colorado Legislature passed a bill to authorize local governments to confer with Fire and Emergency Service Providers within local government jurisdictions to collect impact fees from new development. In accordance with the new law, the impact fee must be directly related to the impacts of new development, and must be used for defraying the impacts of such new development on the provision of fire and emergency services. In addition, the fee cannot be imposed to remedy any deficiency in capital facilities that exists without the proposed new development. The fee must be used for capital projects only.

Since the passage of the bill, the ten fire districts that provide services to unincorporated Adams County have worked together with County staff to identify potential processes for collecting the fees between the County and the fire districts. As part of the process, a majority of the districts completed studies to identify the costs and impacts of new development and recommended impact fees for each of their districts. Both the County and districts agreed that a study was necessary to determine the potential impacts. Overall, eight of the districts that provide fire protection in the County have completed studies to support their proposed fees for their district (See Exhibit B for study and summary of all studies). The districts also agreed to enter into identical IGA documents for adoption by the Board of County Commissioners (See Exhibit C).

As part of this process, Adams County Fire Protection District is proposing three categories of impact fees and an IGA. The specific fees are summarized below:

Adams County Fire Protection District Fees:

Type of Development	Proposed Fee
Single-Family	\$422 per home
Multi-Family	\$275 per unit
Non-Residential	\$0.30 per sq.ft

Regarding the collection of the fees, the District is proposing to collect the fees directly. The processes for collecting the fees are described in the attached IGA to this report (See Exhibit C). In the IGA, a developer and the District will sign an impact fee form and the developer will provide the form with their development application to the County. The County will then notify the District to collect the fee prior to final approval of a building permit, when all outstanding review requirements have been completed. The County will not issue a building permit until it obtains notification from the Fire District of the payment of the impact fees. However, the District shall be solely responsible for collecting the fees, and accounts for all such fees. Also, as part of the IGA, the District can terminate its IGA with the County by giving a 30-day notice. The County can also do the same. The IGA requires the District to update its fees every seven years. Once the fees are updated, the District is required to submit the proposed fees to the County for review and adoption.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development
County Attorney's Office

ATTACHED DOCUMENTS:

Exhibit A- Resolution
Exhibit B-Impact Fee Study and Summary of All Studies
Exhibit C- Proposed Intergovernmental Agreement

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Exhibit A

**RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF ADAMS COUNTY AND THE
ADAMS COUNTY FIRE PROTECTION DISTRICT FOR COLLECTION OF FIRE
DISTRICT IMPACT FEES**

RESOLUTION 2017-

WHEREAS, C.R.S. § 29-20-102 to 104.5 (SB 15) authorizes local governments to confer with Fire Districts and Emergency Service Providers within local government jurisdictions to collect impact fees from new developments; and

WHEREAS, Adams County and Adams County Fire District are authorized to set forth a Fee Schedule reasonably calculated to compensate Adams County Fire District for impact of a new development or defraying the impact of such development on the District Facilities; and

WHEREAS, the Board of County Commissioners and Adams County Fire District will review the Fee Schedule and make adjustments in September of each year and adopt such fees in January of each year; and

WHEREAS, the Board of County Commissioners will review, and Adams County Fire District will review and update, the Fee Schedule every seven years.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement with Adams County Fire District for collection of Fire District Impact Fee, a copy of which is attached hereto and incorporated herein by this reference, be approved.

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



Adams County Fire Protection District Impact Fee Study

**Final Report
June 26, 2017**

Final Report

June 26, 2017

Adams County Fire Protection District Impact Fee Study

Prepared for:

Adams County Fire Protection District
8055 Washington Street
Denver, CO 80229

Prepared by:

BBC Research & Consulting
1999 Broadway, Suite 2200
Denver, Colorado 80202-9750
303.321.2547 fax 303.399.0448
www.bbcresearch.com
bbc@bbcresearch.com



Table of Contents

I. Impact Fee Design Considerations

Background and Objectives I-1
Impact Fee Design Requirements I-2
Fee Applicability..... I-3
Other Fee Design Considerations I-4

II. Impact Fee Calculations

ACFPD Budget Overview II-1
Impact Fee Calculations II-2
Summary and Recommendations II-6

SECTION I.

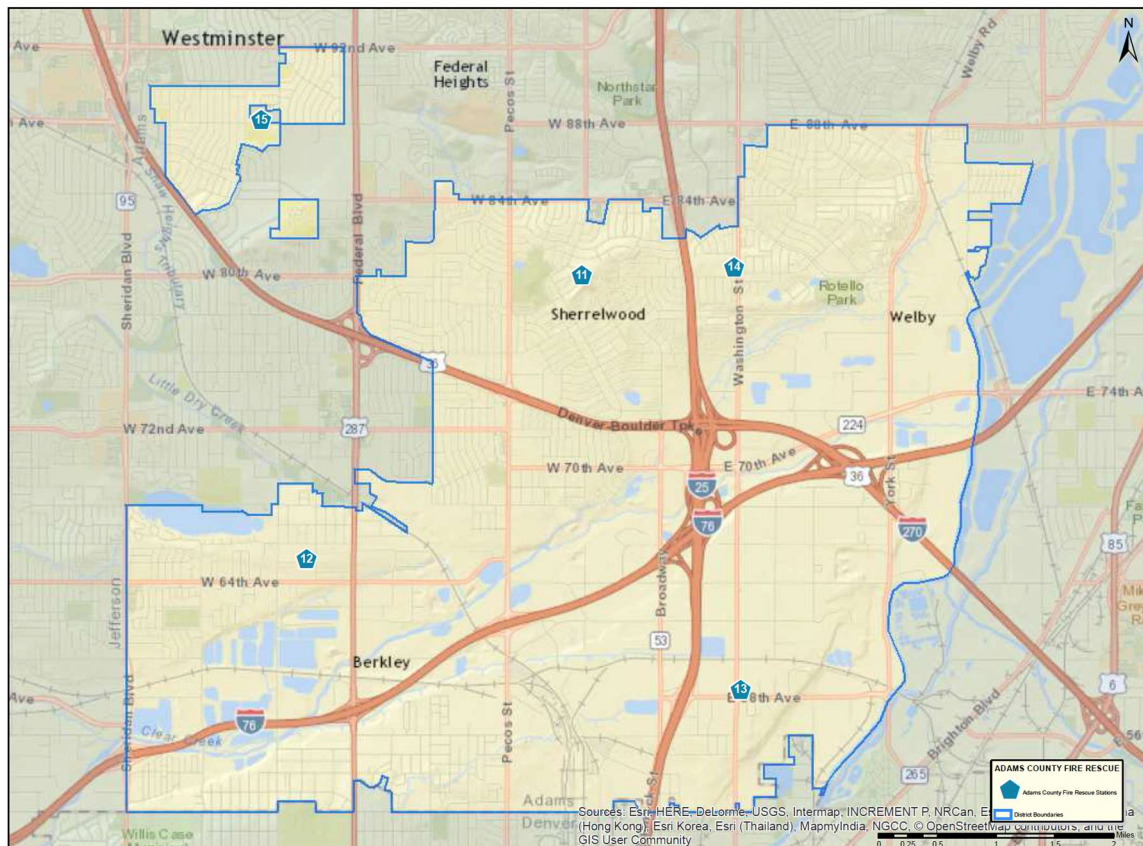
Impact Fee Design Considerations

This report presents the analysis underlying calculation of proportional development impact fees for the Adams County Fire Protection District (ACFPD, or the District). This section describes fee design requirements and various implementation considerations.

Background and Objectives

The Adams County Fire Protection District provides fire, rescue, and emergency medical services to 19 square miles of primarily industrial and residential areas in Adams County, just north of Denver. The ACFPD is supported through a special tax district with a 2017 general fund mill levy of 16.207. The service area includes approximately 19 square miles of unincorporated Adams County, and a small portion of the City of Arvada. Figure 1 shows the boundaries of the ACFPD service area.

Figure 1.
Map of the Adams County FPD Service Area



Source: Adams County FPD.

The ACFPD provides direct service to a population of approximately 63,000 individuals and 21,000 housing units, according to data from the 2016 American Community Survey and Adams

County Assessor. The District responds to an average of nearly 7,000 service calls each year, based on 2012-2016 data.

The ACFPD has an inter-governmental agreement (IGA) with the South Adams County Fire Protection District (SACPD) for shared fleet maintenance and repairs at the SACFPD maintenance facility, with oversight by the ACFPD's Fleet Manager.

In the 2016 legislative session, the Colorado General Assembly passed House Bill 16-1088 explicitly authorizing fire protection districts, with consent of local governments, to impose an impact fee on new development. After this legislative action by the state, the ACFPD contracted BBC Research & Consulting to calculate proportional and defensible fees, which when implemented will provide assurance to the community that new growth is paying its own way and contributing to the fiscal health of the District.

This report documents BBC's analysis and recommendations for designing and implementing an impact fee system that would recover the proportional capital costs associated with all forms of new development.

Impact Fee Design Requirements

There is no universally accepted definition of impact fees, but most studies emphasize the fee's one time use; application to new development; design requirements for proportionality; and restricted use for infrastructure expansion purposes only:

"Fees collected through a set schedule or formula, spelled out in a local ordinance....fees are levied only against new development projects as a condition of permit approval to fund infrastructure needed to serve the proposed development. Impact fees are calculated to cover the proportionate share of the capital costs for that infrastructure...¹"

The key requirements of impact fee design are set by Colorado Statute, and a series of United States Supreme Court rulings.

Colorado requirements. Colorado statutes enable the use of impact fees and dictate the following fee requirements:

- Impact fees are a one-time payment levied on new development;
- Funds can only be used for growth-related capital infrastructure projects;
 - Applicable infrastructure must have at least a five year life;
 - No funds can be diverted for operations, maintenance, repair or facility replacement purposes;

¹ Juergensmeyer, Julian C., and Thomas E. Roberts. Land Use Planning and Development Regulatory Law. St. Paul, MN: WestGroup, 2003; and ImpactFees.com, Duncan Associates, 20 February 2008.

- Fee revenues must be segregated from other general revenues and used for the purposes for which they were collected;
- Fees must be imposed on all forms of development and cannot be limited to one type of land use;
- Impact fee revenues must be used for capital infrastructure expansion. No funds can be used for correction of existing system deficiencies; and
- There must be a reasonable expectation of benefit by the fee payer.

U.S. Supreme Court decisions. Impact fee design must also respect broad guidance offered by a series of United States Supreme Court rulings. The two most notable court decisions that speak to impact fee design and constraints on fee use are often referred to as *Nollan*² and *Dolan*³.

Guidance from these decisions requires that there be an "essential nexus" between the exaction/fee and the stated interest being advanced by that exaction. In the more recent *Dolan v. City of Tigard* (1994) decision, the U.S. Supreme Court held that in addition to an essential nexus, there must be a "rough proportionality" between the proposed exactions and the project impacts that the exactions are intended to mitigate. In *Dolan*, the court further states that rough proportionality need not be derived with mathematical exactitude but must demonstrate some relationship to the specific impact of the subject project:

"We think a term such as 'rough proportionality' best encapsulates what we hold to be the requirements of the Fifth Amendment. No precise mathematical calculation is required, but the city must make some sort of individualized determination that the required dedication is related both in nature and extent to the impact of the proposed development."

Over the past two decades since *Dolan*, many communities have imposed impact fees; thus, there now is a broad set of common practices when considering how best to reflect these judicial and statutory requirements in fee design efforts.

Fee Applicability

As noted above, impact fee revenues can only be used to cover the expansion costs of public infrastructure needed to serve new development and fee amounts can only be set to recover the cost infrastructure expansion that is proportional to the needs of the new project.

Public infrastructure. *Public or capital infrastructure* is the physical component of public services, generally including buildings, facilities and related improvements, such as parking, lighting, ball fields or other support facilities. Capital infrastructure includes streets, parks, administrative facilities, specialized fire or police buildings, and developed recreation facilities.

² *Nollan v. California Coastal Commission*, 483 U.S. 82; 1987 and *Dolan v. City of Tigard* (1994) 114S.Ct. 2309.

³ *Dolan v. City of Tigard* (1994) 114S.Ct. 2309

Under Colorado Statute, infrastructure can include all equipment that has a useful life of five years or longer. It does not include personnel or any element of service costs, even in circumstances where new staff is required to operate the new facilities.

Nature of infrastructure investments. In considering fee requirements, it should be noted that not all capital infrastructure costs are associated with community growth or with the expansion of facility capacity. Most communities make frequent infrastructure investments regardless of growth pressures for repair and replacement of facilities. Communities considering impact fees must recognize three elements of infrastructure needs:

- **Repair and replacement of facilities.** The expense of maintaining current facilities, such as annual building maintenance, or replacing a roof.
- **Betterment of facilities.** Implementation of new services or improvement of existing facilities (e.g., adding better training equipment at a recreation center) without increasing service capacity.
- **Expansion of facilities.** Expanding an existing city hall to accommodate growing personnel requirements occurring in association with community growth.

Of these three considerations, impact fees can only cover those infrastructure costs associated with the expansion of facilities to serve the needs of new growth.

Other Fee Design Considerations

Over time, a reasonable consensus has emerged in state statutes and federal courts as to how best to assure fee compliance. In order to develop fees, there are three basic components: definition of community standards; calculation of proportional attribution to new growth and attribution of infrastructure needs across all major land uses. These issues and their resolution for this analysis are discussed below.

Setting community standards. The first fee design issue involves determining appropriate capital standards for each category of infrastructure. Some states' enabling legislation describes capital standard criteria with specificity; for instance, Idaho requires that a city use an endorsed capital improvements schedule and then a process of attribution between growth related and other investments—Colorado does not have this same detailed guidance. Facility standards, such as library space per household or recreation facilities per household, can vary widely between communities; thus, it is not appropriate to use standards developed for other towns, or other national standards.

Calculation methodology. There are two common methodologies employed in order to meet the standards described above, the current service standard (capital buy-in) and the capital improvement (plan-based):

- Typically, the buy-in fee design process involves documenting the replacement value of specific capital facilities and qualified equipment used for each category of infrastructure, and then defining that level of investment as the city's capital standard. For instance, a city of 2,500 homes with a 20,000 square foot recreation center (capital replacement value of

\$5.0 million) would have a recreation center standard of 8 square feet per housing unit (20,000 sq. ft./2,500 homes = 8 sq. ft. per home). At \$250/square foot (replacement value of equivalent space), each existing residence would have an embedded recreational investment of \$2,000 per home. This would be the community's present facility standard and this is what each new unit could be charged as a "buy-in" amount for a recreational impact fee.

- In the plan-based fee methodology, the cost of new infrastructure is allocated to new growth in proportion to that growth's anticipated demand of the infrastructure. This forward-looking approach requires forecasts of households and commercial growth, and detailed data on capital expansion plans. For infrastructure to be eligible for inclusion in the impact fee calculation, it must meet the requirement that only items with a useful life of five years or more are designated as fee-eligible capital assets, per CRS 29-20-104.5.⁴ Any improvements used to address current service deficiencies or increase the level of service cannot be included in the fee calculation—in other words, the fee calculations must take into account the current level of service and exclude any elements of the plan that would result in a higher level of service.

BBC uses the capital buy-in approach to calculate the impact fees presented in this report. This decision was mutually agreed upon by BBC and ACFPD as it provides the most accurate and robust fee calculation methodology, given all available information.⁵

Adjustments for debt. Since facility standards are defined by a community's demonstrated investment in infrastructure, calculations of community standards must recognize, and net out, any applicable debt. Debt service will be paid by all future residents—new and old; it's not appropriate to charge new development a front end impact fee and then charge the same development again, after becoming residents or property owners, requiring them to also pay the remaining equity and interest costs. All capital infrastructure amounts used in the fee calculations are free of any debt-financed components.

Fee design cost-recovery. The cost of this study may be recovered through fees and used to reimburse the general fund. Fee design costs have been included in the District's infrastructure valuation.

Proportionality. As part of the fee design process it is necessary to ensure that fees only cover the proportional expansion costs caused by new development. The state statutes and aforementioned court decisions require a demonstration of proportionality. In the case of the capital buy-in method, by using existing infrastructure and service population and requiring new development to pay fees at an amount scaled by the current level of service, proportionality is reasonably and fairly derived.

⁴ Impact Fee Enabling Statute: *CRS 29-20-104.5. Local Government Regulation of Land Use.*

⁵ ACFPD staff and BBC Research & Consulting call in April 2017.

Allocation by land use. The courts have indicated that all forms of development that have facility impacts (residential and commercial) must pay their fair share of expansion costs. If one land use is exempted from fees, all other land uses have no reasonable expectation of seeing facility expansion completed. Quantification of current residential and commercial land uses is obtained from the county assessor's data.

Use specificity. Impact fee systems vary in how precisely they differentiate between varying forms and size of residential development and varying uses of commercial buildings. Detailed non-residential use or other specificity is merited when there is compelling evidence that use or size variations reflect substantive difference in the demand for public services. The proposed fee structure for ACFPD incorporates a two-tiered structure that differentiates between residential units and designates all commercial (retail, industrial, office) use as a single category assessed by the square foot.

Redevelopment/credits. Application of impact fees raises a series of questions about how to approve redevelopment of existing properties and the circumstances under which fees can be waived or adjusted. The redevelopment of a residence, even a complete demolition and home reconstruction, does not mean an increase in public service costs—it is still one residential unit with little or no implications for service delivery costs or capital needs. Redevelopment of larger lots with multiple homes would be assessed a fee based on the number of net new residences. Similarly, non-residential redevelopment will only be charged on the basis of net new space.

Waivers. The District should not waive impact fees unless the fund is reimbursed from other sources such as the general fund or the developer/owner is making other contributions to system expansion by other mechanisms that meet or exceed the calculated requirements.

Timing. Generally impact fees are collected either at the time of building permit or at the issuance of a certificate of occupancy. BBC recommends the District collect impact fees at the time of building permit, which allows the District more time to extend service.

Updating. Fees should be updated periodically; most communities update fees every five years. Inflationary adjustments are recommended on an annual basis.

SECTION II.

Impact Fee Calculations

This section documents the derivation of impact fees for the ACFPD.

ACFPD Budget Overview

The 2017 Proposed ACFPD Budget indicates the District will collect revenues of approximately \$15.9 million this year.⁶ Property taxes will account for over \$13.3 million (80 percent) of the District's revenues. The ACFPD is projected to incur total expenditures of \$15.8 million, with operating expenditures accounting for \$13.7 million in 2017.⁷ The District currently funds capital improvements through their General Fund, which is funded primarily through a 16.207 mill levy on assessed property values. District revenues raised by this mill levy are intended to fund operational and capital expenditures related to existing population and development (e.g., vehicle replacement), not capital expenditures related to new population growth and development.

Additional property tax and specific ownership tax revenue from new growth will not likely be sufficient to fund the required level of growth-related capital expansion. Instead, these revenues are likely to be expended for ongoing District expenses related to the repair and replacement of existing infrastructure as they currently exist.

If the ACFPD chooses to impose impact fees of the type calculated in this analysis, it would retain an independent and equitable source of revenue for capital expenditures required to serve new growth. Without impact fees, the District will likely have to increase property taxes district-wide, reduce service standards for all taxpayers, or do both in order to accommodate growth.

With impact fees, new development pays only their equitable pro rata share of new infrastructure required to serve them while existing taxpayers will not subsidize growth. At the same time, the District's operating funds will be reserved for fiscally appropriate, non-growth related uses.

⁶ https://dola.colorado.gov/dlg_portal/filings.jsf?id=64101&category=1&jfwid=a9211771852b81e2b40947397772%3A0

⁷ The ACFPD 2017 budget describes \$15.9 in total proposed expenses. BBC includes Salaries, Administration, Communications, Stations, Building, Grounds, Equipment Repair and Maintenance, Special Ops, Training, School, & Conventions, Fire Prevention, and Ambulance in the \$13.7 million calculation, removing all other "non-operating" expenditure items (Health Benefits and Capital Outlay).

Impact Fee Calculations

BBC's methodology for the ACFPD impact fee includes the following tasks:

1. Quantify the fire infrastructure standards and investments needed to maintain the current level of service;
2. Develop estimates of the District's current service demand by development type (based on calls for service); and
3. Calculate the fire protection infrastructure costs per unit of development (per residential unit or per square foot of commercial development).

Fire infrastructure. A method of establishing the District's current level of service for fire protection is to quantify its financial investment in infrastructure and capital equipment. The ACFPD has five types of capital infrastructure related spending that should be included in a calculation of current infrastructure investment:

- Land and buildings including the fire station;
- Major apparatus such as fire engines and specialized vehicles located at each station;
- A variety of life-saving and fire-fighting apparatus located at individual fire stations or on pieces of equipment;
- Business personal property such as fire station and office furniture, computers and related durable assets; and
- The cost of this impact fee study.

Figure II-1 on the following page presents the District's current capital infrastructure. Replacement values are based on information provided by ACFPD, including a detailed description of the District's capital assets.⁸

As discussed earlier in this report, only the District's equity share of assets can be included in the impact fee calculation (i.e., excluding debt used to finance fire stations or vehicles).⁹ ACFPD staff report outstanding debt of \$1.35 million on the 8055 N. Washington Street Fire Station and Training Center, a combined \$510,502 for two 2013 Pierce Pumpers, \$71,456 for 90 sets of Bunker Gear, and \$233,339 for Motorola Portable Equipment.

The District also issued a bond in 2002 in order to generate funding for several purchases. These funds were used to remodel Stations 11, 12 and 13, construct the current training/fitness center and training tower, and to purchase two 2006 Rosenbauer pumpers, a 2005 Spartan heavy rescue, and a 2006 Rosenbauer ladder truck (sold in 2015). The remaining bond debt is \$2.71

⁸ ACFPD staff emails to BBC Research & Consulting in May 2017.

⁹ See Section I, Page 5 for an explanation of debt adjustments.

million. We include this debt as a separate line item under Buildings and Land since it is not attributable to a single piece of infrastructure.

The total replacement value of the District's current capital infrastructure is approximately \$21.7 million, \$16.6 million of which is eligible to be included in the impact fee calculation.

**Figure II-1.
Adams County Fire Protection District's Current Assets**

Type of Capital Infrastructure	Total Replacement Value	Outstanding Debt	Allocated Replacement Value ⁽¹⁾
Vehicles			
2012 Pierce Aerial	\$ 500,000	\$ -	\$ 500,000
2013 Pierce Pumper	\$ 450,000	\$ 206,985	\$ 243,015
2013 Pierce Pumper	\$ 450,000	\$ 303,517	\$ 146,483
2006 Rosenbauer Pumper	\$ 250,000	\$ -	\$ 250,000
2006 Rosenbauer Pumper	\$ 250,000	\$ -	\$ 250,000
2005 Spartan Rescue Hvy	\$ 200,000	\$ -	\$ 200,000
2016 Ford Amb Als	\$ 169,287	\$ -	\$ 169,287
2003 Pierce Pumper	\$ 150,000	\$ -	\$ 150,000
2014 Ford Amb Als	\$ 150,000	\$ -	\$ 150,000
2012 Ford Amb Als	\$ 140,000	\$ -	\$ 140,000
1999 Pierce Pumper	\$ 120,000	\$ -	\$ 120,000
2011 Ford Amb Als	\$ 110,000	\$ -	\$ 110,000
2012 Ford Amb Als	\$ 110,000	\$ -	\$ 110,000
2009 Ford Amb Als	\$ 100,000	\$ -	\$ 100,000
2010 Ford Brush Veh	\$ 50,000	\$ -	\$ 50,000
1999 Ford Brush Veh	\$ 50,000	\$ -	\$ 50,000
2015 Ford First Responder	\$ 32,750	\$ -	\$ 32,750
2014 Ford Explorer	\$ 31,000	\$ -	\$ 31,000
2010 Ford First Responder	\$ 26,000	\$ -	\$ 26,000
1989 Fire Prevention Trailer	\$ 25,000	\$ -	\$ 25,000
2013 Toyota First Responder	\$ 20,000	\$ -	\$ 20,000
2006 Ford First Responder	\$ 15,000	\$ -	\$ 15,000
2007 Ford First Responder	\$ 15,000	\$ -	\$ 15,000
2007 Ford First Responder	\$ 15,000	\$ -	\$ 15,000
2006 Ford First Responder	\$ 12,000	\$ -	\$ 12,000
1942 Chevrolet Antique	\$ 10,000	\$ -	\$ 10,000
2006 Pace Education Trailer	\$ 10,000	\$ -	\$ 10,000
2004 Ford First Responder	\$ 10,000	\$ -	\$ 10,000
2001 Ford First Responder	\$ 7,000	\$ -	\$ 7,000
2007 Trailer Source Boat Trailer	\$ 5,000	\$ -	\$ 5,000
1994 W-W Training Trailer	\$ 4,000	\$ -	\$ 4,000
2003 Interstate Trailer	\$ 4,000	\$ -	\$ 4,000
2010 Haulmark Trailer	\$ 3,900	\$ -	\$ 3,900
2003 Ford Service	\$ 56,000	\$ -	\$ 56,000
2013 Ford Escape	\$ 24,000	\$ -	\$ 24,000
1989 Gmc Service	\$ 40,000	\$ -	\$ 40,000
1996 Ford Service	\$ 36,000	\$ -	\$ 36,000
2013 Ford Edge	\$ 30,000	\$ -	\$ 30,000

**Figure II-1 (continued).
Adams County Fire Protection District's Current Assets**

Type of Capital Infrastructure	Total Replacement Value	Outstanding Debt	Allocated Replacement Value ⁽¹⁾
Buildings and Land ⁽²⁾			
3365 W 65th Ave Fire Station	\$ 5,825,343	\$ -	\$ 5,825,343
8055 N Washington St Fire Station / Training Center	\$ 3,476,237	\$ 1,350,000	\$ 2,126,237
901 E 68th Ave Training/Maintenance/Fire Station	\$ 2,729,971	\$ -	\$ 2,729,971
5840 N Washington St Fire Station	\$ 1,210,677	\$ -	\$ 1,210,677
7980 Elmwood Ln Fire Station	\$ 977,707	\$ -	\$ 977,707
3821 W 88th Ave Fire Station	\$ 878,573	\$ -	\$ 878,573
901 E 68th Ave Burn Building	\$ 640,413	\$ -	\$ 640,413
901 E 68th Ave Storage (2x)	\$ 24,015	\$ -	\$ 24,015
901 E 68th Ave Pump Pit	\$ 4,003	\$ -	\$ 4,003
Vacant Lots ⁽³⁾	\$ 109,332	\$ -	\$ 109,332
Outstanding 2002 Bond Debt ⁽⁴⁾	N/A	\$ 2,710,000	\$ (2,710,000)
Fire Equipment ⁽⁵⁾			
Toyota Forklift	\$ 8,150	\$ -	\$ 8,150
Bunker Gear (90 sets)	\$ 202,500	\$ 71,456	\$ 131,044
Motorola Portable Equipment	\$ 291,339	\$ 233,071	\$ 58,268
Business Personal Property	\$ 1,619,652	\$ 233,071	\$ 1,386,581
Fee Study			
Cost of study	\$ 10,000	\$ -	\$ 10,000
Total Value of Fire Infrastructure for Fee Calculation	\$ 21,688,849		\$ 16,580,749

Notes: (1) Reflects District's equity in each piece of capital infrastructure, net of any outstanding debt.

(2) The replacement value for each listed item includes both the building and land.

(3) The Adams County Assessor reports four vacant parcels owned by the District.

(4) The 2002 Bond issue funded multiple infrastructure improvements and purchases.

(5) Eligible Fire Equipment must have a five year useful life.

Source: Adams County Fire Protection District; VFIS Insurance; Adams County Assessor; BBC Research & Consulting.

Current development distribution. This report utilizes the current distribution of development by land use within the District as a basis for allocating certain infrastructure expansion costs over different types of development. It is consistent with the Colorado Municipal League's recommendation that cost allocation be based on a measure of land use.

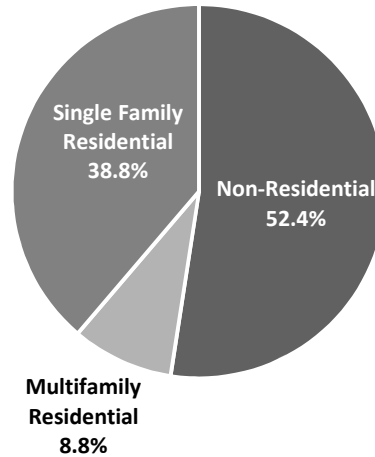
The use of call data for allocating costs was considered but rejected in favor of current development patterns within the District. Call data reflects operational "busy-ness," which can fluctuate greatly from year to year. The District should be prepared to serve the households and businesses that may *potentially* need service, which is reflected in developed land use data.

The distribution of commercial and residential building square footage is set forth in Figure II-2, based on data from the Adams County Assessors. The District is composed of 52.4 percent commercial development, 38.8 percent single-family homes, and 8.8 percent multifamily units.

Figure II-2.
Distribution of Commercial and Residential Square Footage, 2016

Note:
Single Family Residential includes mobile homes.

Source:
Adams County Assessor Data; BBC Research & Consulting.



Impact fee calculation. Figure II-4 uses the District’s current service standards and infrastructure replication costs, less outstanding debt purchase, to determine appropriate household and commercial fees. The District’s existing land use pattern is used as a reasonable proxy for the assignment of costs to particular types of development.

The estimated full cost-recovery impact fees for ACFPD are \$0.30 per square foot of new non-residential development, \$422 per single-family residential dwelling unit, and \$275 per multifamily residential unit, and. The District can choose to charge less than this amount, but discounts must be uniformly applied to all land use categories.

**Figure II-4.
ACFPD Fire Impact Fees**

Notes:

(1) ACFPD Value of Fire Infrastructure equals total Value of Fire Infrastructure less Outstanding Lease Purchase.

Source:

BBC Research & Consulting.

Calculation of Impact Fees	
Value of Fire Infrastructure	\$16,580,749
Current Land Use Distribution	
Commercial	52.4%
Residential	47.6%
Single family	38.8%
Multifamily	8.8%
Costs by Land Use Category	
Commercial	\$8,695,418
Residential	\$7,885,332
Single family	\$6,430,090
Multifamily	\$1,455,242
Existing Development	
Commercial (in square feet)	28,593,069
Residential (in dwelling units)	20,538
Single family (in dwelling units)	15,242
Multifamily (in dwelling units)	5,296
Impact Fee by Land Use	
Commercial (per sq. ft.)	\$0.30
Single family (per dwelling unit)	\$422
Multifamily (per dwelling unit)	\$275

Summary and Recommendations

In light of the Adams County Fire Protection District's expected growth and the need to finance capital expenditures related to this growth, the impact fees presented in this study are recommended for your consideration.

The fees listed in Figure II-4 should be considered maximum legally defensible amounts, although it is recognized that the District may choose not to adopt fees as high as the maximum defensible amounts set forth in this analysis. We also offer the following recommendations for your consideration:

- The District should maintain the Impact Fee Fund separate and apart from the General Fund, withdrawn only to pay for growth-related infrastructure.
- The District should adhere to a written policy governing its expenditure of monies from the Impact Fee Fund. The Fund should be prohibited from paying for District operational expenses including the repair and replacement of existing infrastructure not necessitated by growth. In cases when new infrastructure is expected to partially replace existing capacity and to partially serve new growth, cost sharing between the General Fund and Impact Fee Fund should be allowed on a pro rata basis as determined by the District's board.

- The fees calculated in this study should be updated periodically as the District invests in additional fire protection infrastructure beyond what is listed in Figure II-1, and/or the District's population or inventory of commercial square footage change significantly.
- The fees should be updated annually based on established inflation indices, such as the Consumer Price Index or the Engineering News Record.
- Finally, consider a fee amount that balances infrastructure needs with economic development goals. The District may want to consider imposing fees lower than the maximum legally defensible fees calculated in this report if there is concern that imposing the full cost recovery fees may increase opposition from developers and discourage future development.

Summary of Impact Fees from all Districts:

Fire District	Current Study	Proposed IGA	Impact Fee (Single-Family)	Impact Fee (Multi-Family)	Impact Fee (Non-Residential)
Adams County Fire Protection	Yes	Yes	\$422	\$275	\$0.30 per sq.ft
Bennett Fire	Yes	Yes	\$1,500	\$1500	\$0.72 per sq.ft
Brighton Fire	Yes	Yes	\$688	\$550	\$0.46 per sq.ft (commercial/retail) \$0.06 per sq.ft (industrial/warehouse)
Byers Fire	-	-	-	-	-
Deer Trail Fire	Yes	Yes	\$2,250	\$2,250	\$1.28 per sq.ft
North Metro Fire	Yes	Yes	\$557	\$436	\$0.38 per sq.ft (commercial/retail/office/institutional) \$0.05 per sq.ft (industrial/flex)
Sable Altura	Yes	Yes	\$679	\$679	\$0.47 per sq.ft
South Adams County	Yes	Yes	\$732	\$337	\$0.46 per sq.ft
Southeast Weld	-	-	-	-	-
Strasburg Fire	Yes	Yes	\$824	\$526	\$0.53 per sq.ft

**INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT,
COLLECTION, AND REMITTANCE OF EMERGENCY SERVICES IMPACT FEES**

This INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT, COLLECTION, AND REMITTANCE OF EMERGENCY SERVICES IMPACT FEES ("**Agreement**") is entered into by and between Adams County ("**County**") and the Adams County Fire Protection District ("**District**"). The County and the District are referred to collectively as the "**Parties**" or individually as a "**Party**".

RECITALS

WHEREAS, the County is a political subdivision of the State of Colorado ("**State**"), and the District is a political subdivision of the State organized pursuant to the Special District Act, C.R.S. § 32-1-101, *et seq.*;

WHEREAS, the District was organized to provide fire protection, rescue, and emergency services (collectively, "**Emergency Services**"), as well as other services including fire suppression, public education, hazardous materials, emergency medical, and ambulance services, to the citizens and property within its jurisdiction, and to individuals passing through its jurisdiction, either directly or through third-party providers;

WHEREAS, pursuant to §32-1-1002(1)(d.5), the District has authority to receive and spend impact fees or other similar development charges imposed pursuant to the provisions described in §29-20-104.5, C.R.S.;

WHEREAS, the District obtained an Impact Fee Study dated June 26, 2017 to evaluate the nexus between new development within the District's jurisdictional boundaries and the projected impact that such development has on the District's Capital Facilities ("**Nexus Study**"). The Nexus Study recommended an Impact Fee schedule for both residential and non-residential development at a level no greater than necessary to defray the impacts of new development on the District's Capital Facilities ("**Impact Fee Schedule**");

WHEREAS, on _____, 20__, the District's Board of Directors ("**Board**") adopted a Resolution approving the Impact Fee Schedule recommended by the Nexus Study. A copy of the approved Impact Fee Schedule is attached as **Attachment 1**; and,

WHEREAS, in accordance with C.R.S. § 29-20-104.5(2)(c), the Parties desire to enter into this Agreement to define the District Impact Fee, and the details of assessment, collection, and remittance, all in accordance with the requirements of C.R.S. § 29-20-104.5 ("**Act**").

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Definitions. In addition to the definitions provided elsewhere in this Agreement, the terms "**Development Permit**" and "**Capital Facility(ies)**" shall be defined as provided in Sections 29-20-103(1) and 29-20-104.5(4), C.R.S., respectively, including any amendments thereto.

2. Establishment of District Impact Fee.

a. The County agrees to impose an impact fee on new development that currently is located within both the County and the District, or that in the future becomes located within the County and the District, in accordance with the Impact Fee Schedule attached as **Attachment 1**, subject to inflation as set forth herein ("**District Impact Fee**"). The District Impact Fee shall be imposed on all new development for which a Development Permit application is submitted to the County on or after January 1, 2018. On

December 31 of each year to be effective for any District Impact Fees collected beginning on January 1 of the following year, the fees set forth in the attached Impact Fee Schedule (or any Updated Impact Fee Schedule as defined below) shall automatically be adjusted by the increase, if any, in the Denver-Boulder-Greeley Consumer Price Index for All Urban Consumers (CPI-U) over the preceding year.

b. The District will update the Nexus Study no less frequently than every seven years ("*Updated Nexus Study*"). If the Updated Nexus Study recommends any changes to the Impact Fee Schedule, then by September 1 of the then-current calendar year, the District Board shall, after considering such recommendations, adopt a Resolution approving an updated Impact Fee Schedule at a level no greater than necessary to defray the impacts of new development on the District's Capital Facilities ("*Updated Impact Fee Schedule*"). On or before September 10 of the then-current calendar year, the District shall submit to the County a copy of: (i) the Updated Impact Fee Schedule; (ii) the Resolution approving the Updated Impact Fee Schedule; and, (iii) the Updated Nexus Study. Unless the County objects to the Updated Impact Fee Schedule in accordance with Section 5 below, a copy of the Updated Impact Fee Schedule shall be effective January 1 of the following calendar year.

3. Procedures for Assessment, Collection, and Remittance.

a. As part of its Development Permit application process, the County shall require the developer of any proposed new development within the District's jurisdictional boundaries to confer with the District regarding whether, under the Impact Fee Schedule (or any Updated Impact Fee Schedule), a District Impact Fee is owed and, if owed, the amount of the District Impact Fee. The developer and the District may mutually determine whether an in-kind contribution will be made by the developer to the District in lieu of paying all or any portion a District Impact Fee ("*In-Kind Contribution*"). The developer and the District shall sign an Impact Fee Form that is substantially the same as the form attached as Attachment 2, stating one of the following: (i) a District Impact Fee is not owed; (ii) a District Impact Fee is owed and the amount of the District Impact Fee; or, (iii) the developer will make an In-Kind Contribution as described in the Impact Fee Form.

b. The developer shall submit the signed Impact Fee Form with the other documentation required by the County as part of the Development Permit application process.

c. The County shall promptly notify the District of the County's final decision on whether to grant or deny the Development Permit application. If the County denies the Development Permit application, the developer shall not be required to pay a District Impact Fee or make an In-Kind Contribution to the District. If the County grants the application and issues a Development Permit, the Development Permit shall require the developer to pay the District Impact Fee or to make the In-Kind Contribution to the District.

d. The District shall be solely responsible for collecting any District Impact Fee owed by the developer, or receiving the In-Kind Contribution from the developer, if applicable. The County shall have no responsibility for collecting any District Impact Fee owed by any developer or ensuring a developer makes any In-Kind Contribution to the District. The District shall promptly notify the County when it has collected the District Impact Fee or accepted the In-Kind Contribution from the developer, and the County shall not issue any building permit in connection with the new development until it has received such notification from the District. For purposes of this paragraph 3(d), if an In-Kind Contribution to be made by the developer constitutes construction of improvements, or the conveyance of any apparatus, equipment, or real property, then "acceptance" shall mean a written agreement between the District and the developer for such construction or conveyance.

e. No developer shall be required to provide any site-specific dedication or improvement to meet the same need for Capital Facilities for which the District Impact Fee is imposed, and no District Impact Fee shall be imposed on a developer if the developer already is required to pay an impact fee or other similar

development charge for another Capital Facility used to provide similar Emergency Services, or if the developer has voluntarily contributed money for such other Capital Facility.

f. The District shall account for all District Impact Fees in accordance with Part 8 of Article 1 of Title 29, Colorado Revised Statutes.

g. Nothing contained in this Agreement shall invalidate any existing agreement for impact fees or development charges between the District and a developer to pay for Capital Facilities.

4. Effective Date and Term. This Agreement is effective as of the date the last Party signs this Agreement, and shall continue in effect until terminated in accordance with its terms.

5. Termination.

a. The Parties may at any time mutually agree in writing to terminate this Agreement.

b. The District may at any time terminate this Agreement upon 30 calendar days prior written notice to the County.

c. Within 30 calendar days of receiving an Updated Impact Fee Schedule and an Updated Nexus Study, the County may send the District written notice that it objects to the Updated Impact Fee Schedule. The Parties shall promptly meet to determine if they can agree upon a mutually acceptable Updated Impact Fee Schedule, or to continue the then-current Impact Fee Schedule. If the Parties are unable to agree upon a mutually acceptable Updated Impact Fee Schedule, or to continue the then-current Impact Fee Schedule, the County may terminate this Agreement upon 30 calendar days prior written notice to the District, and the County shall cease imposing the District Impact Fee as of the effective date this Agreement is terminated.

6. Default. If either Party defaults in its performance under this Agreement, the non-defaulting Party shall notify the defaulting Party of the default. The defaulting Party shall have the right to cure, or to make substantial efforts to cure, the default within 10 calendar days after the non-defaulting Party's notice of default is given. If the defaulting Party fails to cure, or to make substantial efforts to cure, the default within the 10 day period, the non-defaulting Party, at its option, may immediately terminate this Agreement or may elect to treat this Agreement as being in full force and effect. If the non-defaulting Party elects to treat this Agreement as being in full force and effect, then the non-defaulting Party shall have the right to bring an action for any remedy available to such Party in equity or at law.

7. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

8. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the matters covered by it, and supersedes any prior understanding or agreements, oral or written, with respect thereto.

9. Notices and Requests. Any notice permitted or required by this Agreement shall be in writing and shall be hand-delivered or sent by certified or registered mail, postage prepaid, return receipt requested, to the following addresses. Notices are effective upon receipt.

Adams County
Attn: CEDD, Director

Adams County Fire Protection District
Attn: Fire Chief

10. Miscellaneous. Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the Adams County District Court. This Agreement may be amended only by a document signed by the Parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives and successors. Neither Party shall assign this Agreement. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. This Agreement may be executed in counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

ADAMS COUNTY, a political

Subdivision of the State of Colorado

By: _____
Chair BoCC

Date: _____

ATTESTED:

_____, County Clerk

ADAMS COUNTY FIRE PROTECTION

DISTRICT, a political

subdivision of the State of Colorado

By: _____
_____, Board President

Date: _____

ATTESTED:

_____, Board Secretary

Attachment 1

ADAMS COUNTY FIRE PROTECTION DISTRICT
EMERGENCY SERVICES IMPACT FEE SCHEDULE
Effective January 1, 2018

Residential	
Unit Type	Fee Per Dwelling Unit
Single Family	\$422
Multifamily	\$275

Nonresidential	
Type	Fee Per Square Foot
Nonresidential	\$0.30

No individual landowner is required to provide any site specific dedication or improvement to meet the same need for capital facilities for which an impact fee is imposed pursuant to this schedule.

Attachment 2

ADAMS COUNTY FIRE PROTECTION DISTRICT
IMPACT FEE FORM

Developer Information			
Development Company		State of Incorporation	
Address			
Telephone		Fax	
Contact Person			
Name		Title	
Telephone		Cell Phone	
Email Address			
Development Information			
Name of Development		Location (Address or Cross Streets)	
Residential Units		Non-Residential Square Footage	
Single Units (\$__ per unit)		Commercial (\$__ per square foot)	
2+ Units (\$__ per unit)		Office/Industrial (\$__ per square foot)	
Manufactured Homes (\$__ per unit)		Industrial/Flex (\$__ per square foot)	
Impact Fee			
Check one: <input type="checkbox"/> No impact fee owed <u>or</u> <input type="checkbox"/> Impact fee owed in the amount of \$_____			
If applicable: <input type="checkbox"/> An in-kind contribution will be made in lieu of paying all or a portion of an impact fee. Description of the in-kind contribution (attach additional information if necessary) and amount of impact fee off-set:			

The developer must submit this signed Impact Fee Form with the other documentation required by Adams County as part of its development permit application process. If the County denies the application, the developer is not required to pay the Impact Fee or make an In-Kind Contribution to the District. If the County grants the application and issues a development permit, the developer must pay the Impact Fee and/or make the In-Kind Contribution or enter into a written agreement with the District before the County will issue a building permit in connection with the development.

DEVELOPER:

ADAMS COUNTY FIRE PROTECTION DISTRICT:

By: _____
Date: _____

By: _____, Fire Chief
Date: _____



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 12, 2017
SUBJECT: Intergovernmental Agreement Between Adams County and Bennett Fire Protection District for the Collection of Fire District Impact Fees
FROM: Kristin Sullivan, Director, Community and Economic Development Department
AGENCY/DEPARTMENT: Community and Economic Development Department
HEARD AT STUDY SESSION ON : August 15, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves an Intergovernmental Agreement between Adams County and the Bennett Fire Protection District for collection of Fire District Impact Fees

BACKGROUND:

Bennett Fire Protection District is requesting to enter into an Intergovernmental Agreement (IGA) with the County for collection of Fire District Impact fees from new development. On June 6, 2016, the Colorado Legislature passed a bill to authorize local governments to confer with Fire and Emergency Service Providers within local government jurisdictions to collect impact fees from new development. In accordance with the new law, the impact fee must be directly related to the impacts of new development, and must be used for defraying the impacts of such new development on the provision of fire and emergency services. In addition, the fee cannot be imposed to remedy any deficiency in capital facilities that exists without the proposed new development. The fee must be used for capital projects only.

Since the passage of the bill, the ten fire districts that provide services to unincorporated Adams County have worked together with County staff to identify potential processes for collecting the fees between the County and the fire districts. As part of the process, a majority of the districts completed studies to identify the costs and impacts of new development and recommended impact fees for each of their districts. Both the County and districts agreed that a study was necessary to determine the potential impacts. Overall, eight of the districts that provide fire protection in the County have completed studies to support their proposed fees for their district (See Exhibit B for study and summary of all studies). The districts also agreed to enter into identical IGA documents for adoption by the Board of County Commissioners (See Exhibit C).

As part of this process, Bennett Fire Protection District is proposing three categories of impact fees and an IGA. The specific fees are summarized below:

Bennett Fire Protection District Fees:

Type of Development	Proposed Fee
Single-Family	\$1500 per home
Multi-Family	\$1500 per unit
Non-Residential	\$0.72 per sq.ft

Regarding the collection of the fees, the District is proposing to collect the fees directly. The processes for collecting the fees are described in the attached IGA to this report (See Exhibit C). In the IGA, a developer and the District will sign an impact fee form and the developer will provide the form with their development application to the County. The County will then notify the District to collect the fee prior to final approval of a building permit, when all outstanding review requirements have been completed. The County will not issue a building permit until it obtains notification from the Fire District of the payment of the impact fees. However, the District shall be solely responsible for collecting the fees, and accounts for all such fees. Also, as part of the IGA, the District can terminate its IGA with the County by giving a 30-day notice. The County can also do the same. The IGA requires the District to update its fees every seven years. Once the fees are updated, the District is required to submit the proposed fees to the County for review and adoption.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development
County Attorney's Office

ATTACHED DOCUMENTS:

Exhibit A- Resolution
Exhibit B-Impact Fee Study and Summary of All Studies
Exhibit C- Proposed Intergovernmental Agreement

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Exhibit A

**RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF ADAMS COUNTY AND THE
BENNETT FIRE PROTECTION DISTRICT FOR COLLECTION OF FIRE DISTRICT
IMPACT FEES**

RESOLUTION 2017-

WHEREAS, C.R.S. § 29-20-102 to 104.5 (SB 15) authorizes local governments to confer with Fire Districts and Emergency Service Providers within local government jurisdictions to collect impact fees from new developments; and

WHEREAS, Adams County and Bennett Fire District are authorized to set forth a Fee Schedule reasonably calculated to compensate Bennett Fire District for impact of a new development or defraying the impact of such development on the District Facilities; and

WHEREAS, the Board of County Commissioners and Bennett Fire District will review the Fee Schedule and make adjustments in September of each year and adopt such fees in January of each year; and

WHEREAS, the Board of County Commissioners will review, and Bennett Fire District will review and update, the Fee Schedule every seven years.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement with Bennett Fire District for collection of Fire District Impact Fee, a copy of which is attached hereto and incorporated herein by this reference, be approved.

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



September 4, 2015

Board of Directors of the Bennett Fire Protection District No. 7
825 Shari's Court
Bennett, Colorado 80102

Re: Bennett Fire Protection District Fiscal Impact Analysis

Board of Directors of the Bennett Fire Protection District:

This letter documents BBC Research & Consulting (BBC)'s projected economic and fiscal impacts of growth within the Bennett Fire Protection District (the District). This analysis considers the impacts of growth on both annual operating and capital investment costs, which are modeled separately in this analysis. This report is designed to inform the District about potential costs of serving new development and the appendices can be used during negotiations with developers and metro districts.

Our analysis is based on the most recent expenditure data; the District's capital asset lists; Arapahoe County and Adams County assessor data; conversations with the District; and BBC's fiscal modeling experience.

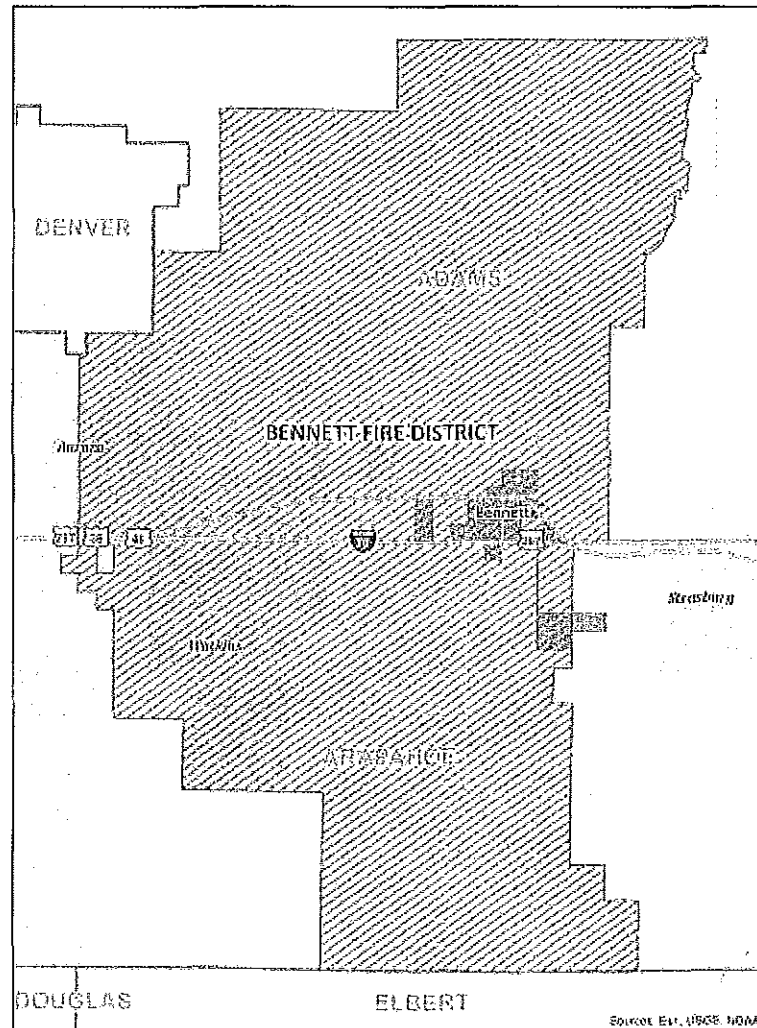
While this study models average costs of serving new development throughout the district, revenue projections for future development are estimated in accordance with specific projects. Since the District is primarily funded through property taxes, it is more accurate to estimate revenues based on specific characteristics of individual properties. Revenue estimates for five future development projects are included in the appendices. These revenues are then compared against estimated potential costs.

Background

The Bennett Fire Protection District is located just east of the City of Aurora within unincorporated Adams and Arapahoe Counties. The District also services the community Watkins and the Town of Bennett (Town). The location of the District is shown in Figure 1 on the following page.

**Figure 1.
Map of Bennett Fire
Protection District**

Source:
BBC Research & Consulting; ArcGIS.



Despite a history of modest growth, the District is now facing the prospect of extensive development within its service area. The proposed Prosper development would greatly increase demand for the District's services. This development will be located within Arapahoe County just east of Aurora near I-70 and will contain nearly four times the existing residential development within the District. Additional potential development within the Town, including Bennett Crossing, Muegge Farms, Penrith Park, and Prosper Ridge are also expected to increase demand for the District's services. In light of this potential significant alteration in District operations, the District is investigating the financial obligations caused by new development.

Fiscal Impact Findings

BBC's fiscal modeling process determined that, in order to maintain the current level of service within the District, it will cost approximately \$315 per residential unit and \$150 per 1,000 non-residential square feet in annual operating costs. Additionally, new development will also require one-time capital investments of \$1,500 per residential unit and \$720 per 1,000 non-residential square feet.

Methodology

BBC's economic and fiscal impact analysis models the District's expenditures associated with potential new development of new residential and commercial space within the District boundaries. The fiscal impact model uses historical expenditure data to project how costs may increase in the future. The model analyzes the marginal cost of increases in both residential and non-residential development and is not specific to any particular development project.

There are two types of District expenditures that will be affected by future growth; ongoing operational costs and one-time capital investments. The modeling processes for operational and capital costs are described below.

In the appendices, the calculated marginal costs of growth are applied to the specific future development projects. These project-related costs are then compared to potential revenues generated by the project. Revenue sources considered include property tax from the District's mill levy as well as revenues from other sources (specific ownership tax and EMS fees). Since revenues are directly related to development specifics, this study analyzes revenues produced from development projects on an individual basis.

Operational costs of serving new development. The District, like most public and private enterprises, has both fixed and variable costs. Some costs, for example, such as the Board of Directors' Fees, will not rise in proportion to growth, which is evidence of a high fixed cost component. Most other services have a very low fixed cost component and these costs will rise in rough proportion to new residential and commercial development. As shown in Figure 3, BBC has made an attribution of fixed and marginal costs for each general fund service based on the nature of the service, BBC's past experience and conversations with the District staff.

Figure 2.
Existing Land Use in Bennett

Land Use	Amount	Percent
Residential	2,329 units	70%
Non-residential	2,045,929 sqft	30%

Note:

Number of residential units is calculated using the total reported residential square feet from the assessors' offices and an average unit size of 2,077 square feet, according to the U.S. Census Bureau

Source:

Arapahoe County Assessor, Adams County Assessor, and BBC Research & Consulting, 2015.

BBC's model is shown in Figure 3 on the following page. The model uses the average expenditures by category for the past 3 years to determine the impacts of growth on operational spending. Since capital spending is addressed separately, no capital expenditures are included in the operational model. The model attributes service delivery costs between residential and commercial/industrial land uses based on land distribution from Adams County and Arapahoe County (Figure 2). BBC has allocated the majority (70%) of service costs to residential development and the remaining 30 percent of service costs to non-residential land uses.

Identified variable costs are then spread over the existing community expressed as dollars per unit for residential uses, or dollars per 1,000 square feet for commercial uses. This process is

documented in Figure 3. Adjustments for fixed and variable components of costs and the attribution to residential versus commercial development are all shown in the model.

Figure 3.
Operational Cost Model

Category	Average Actual Amount	Percent fixed	Percent variable	Variable Costs		Variable Costs	
				Residential (70%)	Non-Residential (30%)	Per Residential Unit	Per Non-Res Sq.Ft. (1,000)
EXPENDITURES							
Directors' Fees	\$4,165	90%	10%	\$293	\$124	\$0.13	\$0.06
Accounting/ Legal	\$34,165	50%	50%	\$12,004	\$5,078	\$5.15	\$2.48
Administration supplies	\$3,822	50%	50%	\$1,343	\$568	\$0.58	\$0.28
Insurance	\$99,956	10%	90%	\$63,219	\$26,742	\$27.15	\$13.07
Telephone	\$4,968	10%	90%	\$3,142	\$1,329	\$1.35	\$0.65
County Treasurers' collection fees	\$16,726	10%	90%	\$10,579	\$4,475	\$4.54	\$2.19
Utilities	\$22,203	10%	90%	\$14,042	\$5,940	\$6.03	\$2.90
Dispatch Fees	\$62,096	10%	90%	\$39,274	\$16,613	\$16.87	\$8.12
Operating supplies	\$129,412	10%	90%	\$81,848	\$34,622	\$35.15	\$16.92
Fuel and oil	\$41,956	10%	90%	\$26,536	\$11,225	\$11.40	\$5.49
Maintenance*	\$45,511	10%	90%	\$28,784	\$12,176	\$12.36	\$5.95
Elections	\$12	50%	50%	\$4	\$2	\$0.00	\$0.00
Training**	\$27,898	10%	90%	\$17,644	\$7,464	\$7.58	\$3.65
Payroll - Salaries & Taxes	\$662,243	10%	90%	\$418,845	\$177,174	\$179.86	\$86.60
EMS Billing Service	\$13,348	10%	90%	\$8,442	\$3,571	\$3.63	\$1.75
Contribution to volunteers' pension fund	\$10,000	10%	90%	\$6,325	\$2,675	\$2.72	\$1.31
Miscellaneous	\$4,161	10%	90%	\$2,632	\$1,113	\$1.13	\$0.54
Total expenditures	\$1,182,643			\$734,956	\$310,891	\$315.61	\$151.96

Note: Only includes operational expenditures. Capital items are addressed in the capital investment model.

*Includes preventative, repairs, and outside fleet maintenance expenditures.

**Includes fire, medical, fire academy, Haz Mat, District, and travel training expenditures

Source: BFPD actual general fund expenditures data 2012-2014 and BBC Research & Consulting, 2015.

Growth within the District will directly and indirectly increase annual costs. As the territory within the district becomes developed, the District's payroll and operational costs will be directly impacted as the District responds to a larger number of calls. Indirectly, general administrative and professional costs will also increase in response to additional demands on the District's staff time and resources. All direct and indirect costs increases are included in the model.

As shown in the model above, new development increases the District's annual service costs by about \$316 per residential unit and \$152 per 1,000 square feet of non-residential square feet, based on average expenditures.

Capital costs of new development. In addition to the operational costs described above, servicing new development will increase the District's need for capital infrastructure. Although the District does not have capital expansion fees, a similar methodology can be employed to calculate potential capital costs of new development.

As the community grows, in order to maintain the current level of service provided, the District will need to increase its capital investment in direct proportion to its existing level of capital investment. The District's current capital investment in stations, equipment, and vehicles is described in Figure 4 on the following page.

**Figure 4.
Current Capital Investment**

Note:

Fire station values include land and building replacement values.

Source:

CIRSA and BBC Research & Consulting

Asset	Value
Fire Stations	
515 Washington Ave.	\$475,398
35900 E Colfax Ave.	727,620
825 Shari's Ct.	272,400
129 County Rd.	105,236
Other property	
Storage	\$28,122
Training Structure	112,486
Equipment	
SCBA Compressor (Cascade System)	\$65,000
Life Pack Monitors (3 at \$22,000 ea)	66,000
Vehicles	
Heavy Rescue- Chevy	\$155,000
Tanker- International	195,000
Pumper LDH- International	165,000
First Responder-Ford	15,000
Brush Vehicle-Ford	75,000
Pumper Tanker-Ford	30,000
Ambulance- Ford	94,000
Antique-Chevy	50,000
Brush Vehicle-Ford	75,000
Pumper-HME	300,000
Trailer-Surrey	40,225
Trailer-Scott	10,000
Brush Vehicle-Freightliner	140,000
First Responder-Dodge	40,000
Pumper LDH-Emergency One	155,000
Pumper LDH-Emergency One	30,000
Ambulance- Super Liner	163,750
First Responder-Ford	5,000
First Responder-Ford	5,000
First Responder-Ford	17,000
Ambulance- Ford	180,614
First Responder-Chevy	60,000
First Responder-GMC	10,000
Tender/Pumper-Freightliner	257,805
Foam Trailer	58,270
Quint-Pierce	793,048
Total	\$4,971,974

The District currently has four fire stations, a training structure, storage facility and corresponding fire apparatus and vehicles. Currently the District has over \$4.9 million in capital infrastructure and vehicles.

This investment services the current land uses, described previously in Figure 2. Corresponding current capital investment per unit and square foot is calculated in Figure 5.

**Figure 5.
Calculation of Current
Capital Investment by Land
Use**

Source:
BBC Research & Consulting, 2015.

Calculation of Current Capital Investment	
Value of Current Infrastructure	\$4,971,974
Current Land Use Distribution	
Residential	70%
Non-Residential	30%
Costs by Land Use Category	
Residential	\$3,493,994
Commercial	\$1,477,980
Existing Land Use	
Residential (in dwelling units)	2,329
Commercial (in square feet)	2,045,929
Current Investment in Existing Infrastructure	
Residential (per dwelling unit)	\$1,500
Non-residential (per 1,000 square feet)	\$720

Currently, District assets are valued at \$1,500 per residential unit and \$720 per 1,000 non-residential square feet in capital infrastructure. In the future, this level of investment should remain the same to maintain the current level of service. Currently, there is not a revenue source designated to cover these expenditures. The District can use these cost estimates to evaluate potential agreements with developers and metro districts.

Summary

Figure 6 below summarizes the increase in both one-time capital investments and annual operating costs per unit of development.

**Figure 6.
Total Costs of New
Development**

Source:
BBC Research & Consulting, 2015.

Fiscal Summary	
Costs	Per Unit
Annual Operational Costs	
Residential	\$316
Non-Residential (1,000 sq.ft.)	\$152
Total	
One-Time Capital Investment	
Residential	\$1,500
Non-Residential (1,000 sq.ft.)	\$720
Total	

We hope this analysis is useful in assessing the net fiscal consequences of development within the Bennett Fire Protection District. Please feel free to contact us with any questions.

Sincerely,



Adam D. Orens
Managing Director

Appendix A

Prosper Development

In order to estimate annual service costs associated with the Prosper development (Prosper), the incremental cost increases calculated in the report are applied to specific development projections.

In the case of Prosper, projected revenues are expected to be sufficient to cover operating annual operating costs by build out. The project will likely produce annual total revenues of \$220 per residential unit and \$379 per 1,000 non-residential square feet. Due to the composition of land uses, the first years of development are likely to produce less revenue than necessary to serve the new development. However, as commercial land develops, the higher assessment ratio will help generate sufficient property tax revenues to serve the entire Prosper development.

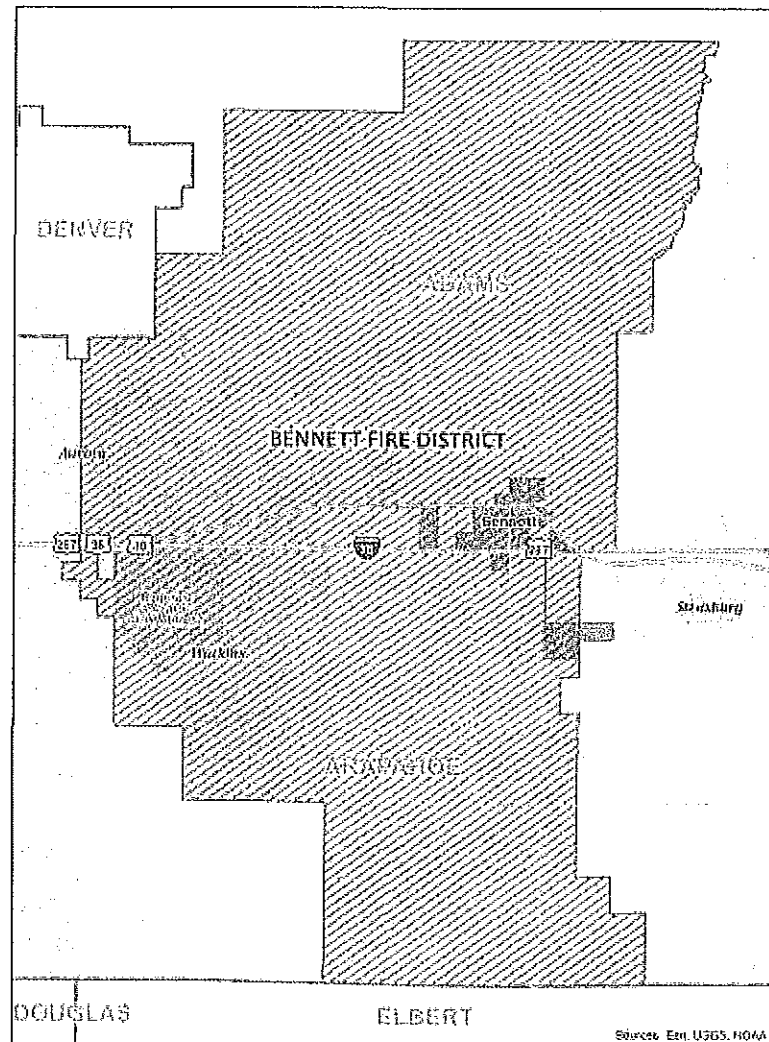
The necessary costs associated with capital investments to serve the new community may be recovered through negotiations and agreements with the developer and metro districts. In order to fully recover the investment, the District would need to collect approximately \$1,500 per residential unit and \$720 per 1,000 non-residential square feet.

Development assumptions. The Prosper development is expected to occupy over 5,000 acres just east of Aurora near I-70. Over the 30 year development period, 8,801 new residential units and 8,635,000 non-residential square feet will be built.¹ The precise development schedule used in this analysis is shown in Figure A-6 and the location of the Prosper development is shown in Figure A-1 on the following page.

¹ Prosper – Fiscal Impacts on Arapahoe County: Absorption Figures as of January 12, 2012

Figure A-1.
Location of Prosper
Development within the
BFPD

Source:
Arapahoe County Planning and BBC
Research & Consulting, 2015.



Projected Costs. Based on the cost analysis described above, the Prosper Development is projected to cost approximately \$4.1 million for annual service operations at build out. Additionally, the development could require nearly \$19.4 million in capital investment. Cost estimates for the Prosper Development are shown on the following page.

**Figure A-2.
Prosper Development
BFPD Service Costs**

Notes:

Per Unit costs calculated in the report.

Source:

BBC Research & Consulting, 2015.

Fiscal Summary		
Costs	Per Unit	Build Out Total
Annual Operational Costs		
Residential	\$316	\$2,777,670
Non-Residential (1,000 sq.ft.)	\$152	\$1,312,138
Total		\$4,089,808
One-Time Capital Investment		
Residential	\$1,500	\$13,201,500
Non-Residential (1,000 sq.ft.)	\$720	\$6,217,200
Total		\$19,418,700

Projected Revenues. Property tax, specific ownership tax, and EMS fees are the primary revenue source for the District. Property tax is modeled separately while specific ownership tax revenues and EMS fees are molded together as "other revenues." The District also receives grants and outside funding, but due to the uncertainty of these revenues, they are not included in this analysis. Commercial property generates more property tax revenue per dollar of actual real property value than residential because of different assessment ratios for residential versus commercial property in Colorado (7.96% vs. 29%). Since early Prosper construction activity is primarily residential, operational costs are initially higher than revenues. However as the commercial land develops, the mill levy generates sufficient property tax revenues to cover operational costs.

Revenues are summarized below in Figure A-3. Annual revenues based on actual values reported in the absorption schedule shown in attached Figure A-6. Other revenues are projected to be generated at the same per unit rate as they are currently.

**Figure A-3.
Prosper Development BFPD
Annual Revenues**

Note:

Property tax revenues are lagged one year after building completion.

Source:

BBC Research and Consulting based on actual values from Prosper – Fiscal Impacts on Arapahoe County: Absorption Figures as of January 12, 2012

Fiscal Summary		
Revenues	Per Unit	Build Out Total
Property Tax Revenues		
Residential	\$162	\$1,421,371
Non-Residential (1,000 sq.ft.)	\$351	\$3,029,616
Total		\$4,450,986
Other Revenues		
Residential	\$59	\$517,511
Non-Residential (1,000 sq.ft.)	\$28	\$244,466
Total		\$761,977
Total Revenues		
Residential	\$220	\$1,938,882
Non-Residential (1,000 sq.ft.)	\$379	\$3,274,082
Total		\$5,212,964

By build out, the Prosper Development will generate nearly \$5.2 million in total annual revenues.

Summary of Fiscal Impact

BBC estimates that revenues generated by the potential Prosper development will be sufficient to cover annual operational costs at build out. There could potentially be a period when service costs exceed revenues, but this will be resolved as development (particularly commercial) continues. Total costs and revenues are shown in Figure A-4 on the following page. It should be noted that per unit costs are applicable to any development within the District. Per unit property tax revenues, however, are specific to the Prosper development.

Figure A-4.
Fiscal Summary for the Prosper Development

Note:

Cost not unique to Prosper development.

Revenues are Prosper specific

Source:

BBC Research & Consulting, 2015

Fiscal Summary		
Revenues	Per Unit	Build Out Total
Property Tax Revenues		
Residential	\$162	\$1,421,371
Non-Residential (1,000 sq.ft.)	\$351	\$3,029,616
Total		\$4,450,986
Other Revenues		
Residential	\$59	\$517,511
Non-Residential (1,000 sq.ft.)	\$28	\$244,466
Total		\$761,977
Total Revenues		
Residential	\$220	\$1,938,882
Non-Residential (1,000 sq.ft.)	\$379	\$3,274,082
Total		\$5,212,964
Costs	Per Unit	Build Out Total
Annual Operational Costs		
Residential	\$316	\$2,777,670
Non-Residential (1,000 sq.ft.)	\$152	\$1,312,138
Total		\$4,089,808
One-Time Capital Investment		
Residential	\$1,500	\$13,201,500
Non-Residential (1,000 sq.ft.)	\$720	\$6,217,200
Total		\$19,418,700

As shown in A-5 BBC estimates that by build out, the Prosper development will generate approximately \$1.1 million more than it costs to serve annually. The development also will necessitate nearly \$19.4 million in capital investments. The majority of this cannot be funded with existing revenue sources, therefore recoupment of these capital costs will need to be obtained through negotiations with developers and incorporated into development agreements.

Figure A-5.
Fiscal Summary for the Prosper Development (at build out)

Source:

BBC Research & Consulting, 2015.

Fiscal Summary	
Annual Operations	
Revenues	\$5,212,964
Costs	(\$4,089,808)
Total Balance	\$1,123,156
One-Time Capital Investment	
Residential	\$13,201,500
Non-Residential (1,000 sq.ft.)	\$6,217,200
Total	\$19,418,700

Figure A-6.
Annual Development, Costs, and Revenues for Prosper Development

Development Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16
Cumulative Completed Development																
Residential Units	-	60	160	303	506	705	921	1,178	1,498	1,862	2,209	2,528	2,717	2,950	3,175	3,444
Commercial Sq.Ft.	-	-	167,400	337,400	522,400	712,400	912,400	1,087,400	1,549,800	1,954,800	2,254,800	2,654,800	2,854,800	3,239,800	3,389,800	3,644,800
Annual																
Total Revenues	\$0	\$2,088	\$19,527	\$78,256	\$167,253	\$275,143	\$377,722	\$520,298	\$663,415	\$916,606	\$1,166,897	\$1,343,635	\$1,587,785	\$1,702,091	\$1,913,380	\$2,020,604
Total Expenditures	\$0	\$18,937	\$75,935	\$146,899	\$239,080	\$330,757	\$429,320	\$537,023	\$708,282	\$884,706	\$1,039,809	\$1,201,270	\$1,291,311	\$1,423,351	\$1,517,156	\$1,640,804
Net Revenues	\$0	-\$16,848	-\$56,408	-\$68,643	-\$71,827	-\$55,614	-\$51,598	-\$16,726	-\$44,867	\$31,900	\$127,088	\$142,365	\$296,474	\$278,740	\$396,223	\$379,800
Development Year	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30	Year 31	Year 32
Cumulative Completed Development																
Residential Units	3,700	4,050	4,290	4,685	4,989	5,364	5,611	5,860	6,070	6,345	6,687	7,130	7,628	8,288	8,801	8,801
Commercial Sq.Ft.	3,847,200	4,162,200	4,332,200	4,690,200	5,090,200	5,315,200	5,615,200	6,042,600	6,342,600	6,847,600	7,155,000	7,680,000	7,900,000	8,290,000	8,635,000	8,635,000
Annual																
Total Revenues	\$2,196,195	\$2,299,708	\$2,420,173	\$2,528,327	\$2,773,474	\$2,944,360	\$3,156,990	\$3,303,855	\$3,486,251	\$3,643,647	\$3,920,235	\$4,069,483	\$4,315,969	\$4,478,157	\$4,715,793	\$4,902,024
Total Expenditures	\$1,752,355	\$1,910,684	\$2,012,263	\$2,191,328	\$2,348,056	\$2,500,599	\$2,624,141	\$2,767,673	\$2,879,538	\$3,043,058	\$3,197,717	\$3,417,308	\$3,607,912	\$3,875,476	\$4,089,808	\$4,089,808
Net Revenues	\$443,840	\$389,023	\$407,911	\$336,999	\$425,419	\$443,762	\$532,849	\$536,182	\$606,713	\$600,579	\$722,518	\$652,174	\$708,057	\$602,681	\$625,985	\$812,216

Note: Development is assumed to be completed one year after construction begins. Property tax revenues are lagged one year from completion (two years from construction start). Thirty-two years are shown in order to account for this staggered timing.
Source: Prosper – Fiscal Impacts on Arapahoe County: Absorption Figures as of January 12, 2012 and BBC Research & Consulting, 2015.

Appendix B

Bennett Crossing Development

In order to estimate annual service costs associated with the Bennett Crossing development (Bennett Crossing), the incremental cost increases calculated in the report are applied to specific development projections.

In the case of Bennett Crossing, projected revenues are expected to be sufficient to cover operating annual operating costs by build out. The project will likely produce annual revenues of \$249 per residential unit and \$361 per 1,000 non-residential square feet. Due to the composition of land uses, the first years of development are likely to produce less revenue than necessary to serve the new development. However, as commercial land develops, the higher assessment ratio will help generate sufficient property tax revenues to serve the entire Bennett Crossing development.

The necessary costs associated with capital investments to serve the new community may be recovered through negotiations and agreements with the developer and metro districts. In order to fully recover the investment, the District would need to collect approximately \$1,500 per residential unit and \$720 per 1,000 non-residential square feet.

Development assumptions. The Bennett Crossing development is expected to occupy nearly 300 acres within the Town of Bennett, at the end of a 15 year buildout period, approximately 590 new residential units and 830,000 non-residential square feet will be built.² This includes 135 hotel rooms. The development schedule used in this analysis is shown in Figure B-5.

² Bennett Crossing Full Buildout Development Timetable Estimate sent from Michelle Gayeski August, 2015

Projected Costs. Based on the cost analysis described above, the Bennett Crossing Development is projected to cost approximately \$300,000 for annual service operations at build out. Additionally, the development could require nearly \$1.5 million in capital investment. Cost estimates for the Bennett Crossing Development are shown below.

**Figure B-1.
Bennett Crossing
Development BFPD Service
Costs**

Notes:
Cost not unique to Bennett Crossing development.

Source:
BBC Research & Consulting, 2015.

Fiscal Summary		
Costs	Per Unit	Build Out Total
Annual Operational Costs		
Residential	\$316	\$184,947
Non-Residential (1,000 sq.ft.)	\$152	\$125,265
Total		\$310,211
One-Time Capital Investment		
Residential	\$1,500	\$879,000
Non-Residential (1,000 sq.ft.)	\$722	\$595,181
Total		\$1,474,181

Projected Revenues. Property tax, specific ownership tax, and EMS fees are the primary revenue source for the District. Property tax is modeled separately while specific ownership tax revenues and EMS fees are molded together as "other revenues." The District also receives grants and outside funding, but due to the uncertainty of these revenues, they are not included in this analysis. Commercial property generates more property tax revenue per dollar of actual real property value than residential because of different assessment ratios for residential versus commercial property in Colorado (7.96% vs. 29%). Since early Bennett Crossing construction activity is primarily residential, operational costs are initially higher than revenues. However as the commercial land develops, the mill levy generates sufficient property tax revenues to cover operational costs.

Revenues are summarized in Figure B-2. Annual revenues based on actual values reported in the absorption schedule shown in attached Figure B-5. Other revenues are projected to be generated at the same per unit rate as they are currently.

**Figure B-2.
Bennett Crossing Development
BFPD Annual Revenues**

Note:

Property tax revenues are lagged one year after building completion.

Source:

BBC Research and Consulting based on actual Bennett Crossing Full Buildout Development Timetable Estimate sent from Michelle Gayeski August, 2015

Fiscal Summary		
Revenues	Per Unit	Build Out Total
Property Tax Revenues		
Residential	\$191	\$111,720
Non-Residential (1,000 sq.ft.)	\$333	\$274,261
Total		\$385,982
Other Revenues		
Residential	\$59	\$34,458
Non-Residential (1,000 sq.ft.)	\$28	\$23,338
Total		\$57,796
Total Revenues		
Residential	\$249	\$146,178
Non-Residential (1,000 sq.ft.)	\$361	\$297,600
Total		\$443,777

By build out, the Bennett Crossing Development will generate nearly \$434,000 in total annual revenues.

Summary of Fiscal Impact

BBC estimates that revenues generated by the potential Bennett Crossing development will be sufficient to cover annual operational costs at build out. There could potentially be a period when service costs exceed revenues, but this will be resolved as development (particularly commercial) continues. Total costs and revenues are shown in Figure B-3 on the following page. It should be noted that per unit costs are applicable to any development within the District. Per unit property tax revenues, however, are specific to the Bennett Crossing development.

**Figure B-3
Fiscal Summary for the Bennett
Crossing Development**

Note:

Cost not unique to Bennett Crossing development.

Revenues are Bennett Crossing specific

Source:

BBC Research & Consulting, 2015

Fiscal Summary		
Revenues	Per Unit	Build Out Total
Property Tax Revenues		
Residential	\$191	\$111,720
Non-Residential (1,000 sq.ft.)	\$333	\$274,261
Total		\$385,982
Other Revenues		
Residential	\$59	\$34,458
Non-Residential (1,000 sq.ft.)	\$28	\$23,338
Total		\$57,796
Total Revenues		
Residential	\$249	\$146,178
Non-Residential (1,000 sq.ft.)	\$361	\$297,600
Total		\$443,777
Costs	Per Unit	Build Out Total
Annual Operational Costs		
Residential	\$316	\$184,947
Non-Residential (1,000 sq.ft.)	\$152	\$125,265
Total		\$310,211
One-Time Capital Investment		
Residential	\$1,500	\$879,000
Non-Residential (1,000 sq.ft.)	\$720	\$593,532
Total		\$1,472,532

As shown in Figure B-4, BBC estimates that by build out, the Bennett Crossing development will generate approximately \$134,000 more than it costs to serve annually. The development also will necessitate nearly \$1.5 million in capital investments. The majority of this cannot be funded with existing revenue sources, therefore recoupment of these capital costs will need to be obtained through negotiations with developers and incorporated into development agreements.

**Figure B-4
Fiscal Summary for the Bennett
Crossing Development (at 15-year
build out)**

Source:

BBC Research & Consulting, 2015.

Fiscal Summary	
Annual Operations	
Revenues	\$443,777
Costs	(\$310,211)
Total Balance	\$133,566
One-Time Capital Investment	
Residential	\$879,000
Non-Residential (1,000 sq.ft.)	\$593,532
Total	\$1,472,532

Figure B-5.
Annual Development, Costs, and Revenues for Bennett Crossing Development

Development Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16
Cumulative Completed Development																
Residential Units	-	24	246	430	575	586	586	586	586	586	586	586	586	586	586	586
Commercial Sq.Ft.	-	22,000	87,390	154,390	294,350	354,350	399,350	459,350	569,350	569,350	634,350	664,350	694,350	724,350	824,350	824,350
Annual																
Total Revenues	\$0	\$2,034	\$29,280	\$96,112	\$165,025	\$253,704	\$282,632	\$297,245	\$317,149	\$351,375	\$353,215	\$375,374	\$383,973	\$392,571	\$403,151	\$423,815
Total Expenditures	\$0	\$10,918	\$90,919	\$159,172	\$226,203	\$238,792	\$245,630	\$254,747	\$271,463	\$271,463	\$281,340	\$285,898	\$290,457	\$295,016	\$310,211	\$310,211
Net Revenues	\$0	-\$8,884	-\$61,640	-\$63,060	-\$61,178	\$14,912	\$37,002	\$42,498	\$45,687	\$79,912	\$71,875	\$89,476	\$93,516	\$97,555	\$92,940	\$113,604

Note: Development is assumed to be completed one year after construction begins. Property tax revenues are lagged one year from completion (two years from construction start). Sixteen years are shown in order to account for this staggered timing.

Square footage of hotel is calculated based on average hotel sizes of 48,000 square feet with 115 rooms. This size (417sf/room) is applied to the Bennett Crossing development assumption of 135 rooms.

Source: Bennett Crossing Full Buildout Development Timetable Estimate sent from Michelle Gayeski August, 2015.

Appendix C

Muegge Farms Development

In order to estimate annual service costs associated with the Muegge Farms development (Muegge Farms), the incremental cost increases calculated above are applied to specific development projections.

Development assumptions. Muegge Farms is expected to have approximately 480 dwelling units, 90 acres of commercial space, and 120 acres of office space.

Projected Costs. Based on the cost analysis described above, the Muegge Farms Development is projected to cost approximately \$436,000 for annual service operations at build out. Additionally, the development could require nearly \$2.1 million in capital investment. Cost estimates for the Muegge Farms Development are shown below.

Figure C-1.
Muegge Farms
Development BFPD Service
Costs

Notes:

Non-residential values are based on 10,000 sq.ft./acre for office and 7,000 sq.ft./acre for general commercial land uses.

Source:

Outline Development Plan 1st Amendment—Muegge Farms Development Plan and BBC Research & Consulting.

Muegge Farms Fiscal Summary	Per Unit	Build Out total
Annual Operational		
Residential	\$316	\$151,492
Non-Residential (1,000 S.F)	\$152	\$284,765
Total		\$436,257
One-Time Capital		
Residential	\$1,500	\$720,000
Non-Residential (1,000 S.F)	\$720	\$1,349,280
Total		\$2,069,280

Projected Revenues. Property tax, specific ownership tax, and EMS fees are the primary revenue source for the District. Property tax is modeled separately while specific ownership tax revenues and EMS fees are molded together as “other revenues.” The District also receives grants and outside funding, but due to the uncertainty of these revenues, they are not included in this analysis. Commercial property generates more property tax revenue per dollar of actual real property value than residential because of different assessment ratios for residential versus commercial property in Colorado (7.96% vs. 29%).

Revenues are summarized in Figure C-2. Annual revenues based are based on an average dwelling unit value of \$250,000 and a non-residential value of \$150 per square foot, based on discussions with the Town of Bennett.

**Figure C-2.
Muegge Farms Development
BFPD Annual Revenues**

Note:

Property tax revenues are lagged one year after building completion.

Source:

Outline Development Plan 1st Amendment—
Muegge Farms Development Plan and BBC
Research & Consulting.

Muegge Farms Fiscal Summary	Per Unit	Build Out Total
Revenues		
Residential		
Property Tax Revenue	\$177	\$85,080
Other Revenues	\$59	\$81,280
Total		\$166,359
Non-Residential (1,000 S.F)		
Property Tax Revenue	\$387	\$726,090
Other Revenues	\$28	\$53,055
Total		\$779,145
Development Total		\$945,504

By build out, the Muegge Farms Development will generate nearly \$946,000 in total annual revenues.

Summary of Fiscal Impact

BBC estimates that revenues generated by the potential Muegge Farms development will be sufficient to cover annual operational costs at build out. Depending on development timing, there could potentially be a period when service costs exceed revenues, but this will be resolved as development (particularly commercial) continues. Total costs and revenues are shown in Figure C-3. It should be noted that per unit costs are applicable to any development within the District. Per unit revenues, however, are specific to the Muegge Farms development.

**Figure C-3.
Fiscal Summary for the Muegge
Farms**

Note:

Cost not unique to Muegge Farms
Revenues are Muegge Farms specific

Source:

BBC Research & Consulting, 2015

Muegge Farms Fiscal Summary	Per Unit	Build Out Total
Revenues		
Residential		
Property Tax Revenue	\$177	\$85,080
Other Revenues	\$59	\$81,280
Total		\$166,359
Non-Residential (1,000 S.F)		
Property Tax Revenue	\$387	\$726,090
Other Revenues	\$28	\$53,055
Total		\$779,145
Development Total		\$945,504
Costs		
Annual Operational		
Residential	\$316	\$151,492
Non-Residential (1,000 S.F)	\$152	\$284,765
Total		\$436,257
One-Time Capital		
Residential	\$1,500	\$720,000
Non-Residential (1,000 S.F)	\$720	\$1,349,280
Total		\$2,069,280

As shown in Figure C-4, BBC estimates that at build out, the Muegge Farms development will generate approximately \$509,000 more than it costs to serve annually.

Figure C-4
Fiscal Summary for Muegge Farms
(at build out)

Source:
 BBC Research & Consulting, 2015.

Fiscal Summary	
Annual Operations	
Revenues	\$945,504
Costs	(\$436,257)
Total Balance	\$509,247
One-Time Capital Investment	
Residential	\$720,000
Non-Residential (1,000 sq.ft.)	\$1,349,280
Total	\$2,069,280

The development also will necessitate nearly \$2.1 million in capital investments. The majority of this cannot be funded with existing revenue sources, therefore recoupment of these capital costs will need to be obtained through negotiations with developers and incorporated into development agreements.

Appendix D

Penrith Park Development

In order to estimate annual service costs associated with the Penrith Park development (Penrith Park), the incremental cost increases calculated above are applied to specific development projections.

Development assumptions. Penrith Park is expected to have approximately 130 dwelling units within the Town of Bennett.

Summary of Fiscal Impact

BBC estimates that revenues generated by the potential Penrith Park development slightly exceed revenues at buildout. This is not uncommon for purely residential development given the lower assessment ratio for residential properties. Total costs and revenues are shown in Figure D-1 on the following page. It should be noted that per unit costs are applicable to any development within the District. Per unit property tax revenues, however, are specific to the Penrith Park development.

Figure D-1
Fiscal Summary for the Bennett Crossing Development

Note:

Average home value is assumed to be \$250,000 based on discussions with the Town of Bennett

Source:

Penrith Park Subdivision, Overall Site Plan with Utilities 10/22/02 and. BBC Research & Consulting, 2015

Penrith Park Fiscal Summary	Per Unit	Build Out Total
Development		
Residential Units		130
Non-Residential Sq.Ft.		
Revenues		
Property Tax Revenue	\$177	\$23,042
Other Revenues	\$59	\$7,644
Total	\$236	\$30,687
Costs		
Operational	\$316	\$41,029
One-Time Capital	\$1,500	\$195,000

As shown in Figure D-2, BBC estimates that at build out, the Penrith Park development will generate approximately \$10,000 less than it costs to serve annually. The development also will necessitate nearly \$300,000 in capital investments. The majority of this cannot be funded with existing revenue sources, therefore recoupment of these capital costs will need to be obtained through negotiations with developers and incorporated into development agreements.

Figure D-2
Fiscal Summary for Penrith Park (at
build out)

Source:
BBC Research & Consulting, 2015.

Fiscal Summary	
Annual Operations	
Revenues	\$30,687
Costs	(\$41,029)
Total Balance	(\$10,343)
One-Time Capital Investment	
Residential total	\$270,000

Appendix E

Prospect Ridge Development

In order to estimate annual service costs associated with the Prospect Ridge development (Prospect Ridge), the incremental cost increases calculated above are applied to specific development projections.

Development assumptions. Prospect Ridge is expected to have approximately 180 dwelling units within the Town of Bennett.

Summary of Fiscal Impact

BBC estimates that revenues generated by the potential Prospect Ridge development slightly exceed revenues at buildout. This is not uncommon for purely residential development given the lower assessment ratio for residential properties. Total costs and revenues are shown in Figure E-1 below. It should be noted that per unit costs are applicable to any development within the District. Per unit revenues, however, are specific to the Prospect Ridge development.

Figure E-1.
Fiscal Summary for the Bennett Crossing Development

Note:

Average home value is assumed to be \$250,000 based on discussions with the Town of Bennett

Source:

Preliminary Utility Plan Prospect Ridge, 03/30/04
BBC Research & Consulting, 2015

Prospect Ridge Fiscal Summary	Per Unit	Build Out Total
Development		
Residential Units		180
Non-Residential Sq.Ft.		0
Revenues		
Property Tax Revenue	\$177	\$31,905
Other Revenues	\$59	\$10,584
Total	\$236	\$42,489
Costs		
Operational	\$316	\$56,810
One-Time Capital	\$1,500	\$270,000

BBC estimates that at build out, the Prospect Ridge development will generate approximately \$14,000 less than it costs to serve annually. The development also will necessitate nearly \$270,000 in capital investments, as shown in Figure E-2. The majority of this cannot be funded with existing revenue sources, therefore recoupment of these capital costs will need to be obtained through negotiations with developers and incorporated into development agreements.

Figure E-2
Fiscal Summary for Prospect Ridge
(at build out)

Source:
BBC Research & Consulting, 2015.

Fiscal Summary	
Annual Operations	
Revenues	\$42,489
Costs	(\$56,810)
Total Balance	(\$14,320)
One-Time Capital Investment	
Residential total	\$270,000

Summary of Impact Fees from all Districts:

Fire District	Current Study	Proposed IGA	Impact Fee (Single-Family)	Impact Fee (Multi- Family)	Impact Fee (Non- Residential)
Adams County Fire Protection	Yes	Yes	\$422	\$275	\$0.30 per sq.ft
Bennett Fire	Yes	Yes	\$1,500	\$1500	\$0.72 per sq.ft
Brighton Fire	Yes	Yes	\$688	\$550	\$0.46 per sq.ft (commercial/ret ail) \$0.06 per sq.ft (industrial/ware house)
Byers Fire	-	-	-	-	-
Deer Trail Fire	Yes	Yes	\$2,250	\$2,250	\$1.28 per sq.ft
North Metro Fire	Yes	Yes	\$557	\$436	\$0.38 per sq.ft (commercial/ retail/office/inst itutional) \$0.05 per sq.ft (industrial/flex)
Sable Altura	Yes	Yes	\$679	\$679	\$0.47 per sq.ft
South Adams County	Yes	Yes	\$732	\$337	\$0.46 per sq.ft
Southeast Weld	-	-	-	-	-
Strasburg Fire	Yes	Yes	\$824	\$526	\$0.53 per sq.ft

**INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT,
COLLECTION, AND REMITTANCE OF EMERGENCY SERVICES IMPACT FEES**

This INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT, COLLECTION, AND REMITTANCE OF EMERGENCY SERVICES IMPACT FEES ("**Agreement**") is entered into by and between Adams County ("**County**") and the Bennett Fire Protection District ("**District**"). The County and the District are referred to collectively as the "**Parties**" or individually as a "**Party**".

RECITALS

WHEREAS, the County is a political subdivision of the State of Colorado ("**State**"), and the District is a political subdivision of the State organized pursuant to the Special District Act, C.R.S. § 32-1-101, *et seq.*;

WHEREAS, the District was organized to provide fire protection, rescue, and emergency services (collectively, "**Emergency Services**"), as well as other services including fire suppression, public education, hazardous materials, emergency medical, and ambulance services, to the citizens and property within its jurisdiction, and to individuals passing through its jurisdiction, either directly or through third-party providers;

WHEREAS, pursuant to §32-1-1002(1)(d.5), the District has authority to receive and spend impact fees or other similar development charges imposed pursuant to the provisions described in §29-20-104.5, C.R.S.;

WHEREAS, the District obtained an Impact Fee Study dated September 4, 2015 to evaluate the nexus between new development within the District's jurisdictional boundaries and the projected impact that such development has on the District's Capital Facilities ("**Nexus Study**"). The Nexus Study recommended an Impact Fee schedule for both residential and non-residential development at a level no greater than necessary to defray the impacts of new development on the District's Capital Facilities ("**Impact Fee Schedule**");

WHEREAS, on _____, 20__, the District's Board of Directors ("**Board**") adopted a Resolution approving the Impact Fee Schedule recommended by the Nexus Study. A copy of the approved Impact Fee Schedule is attached as **Attachment 1**; and,

WHEREAS, in accordance with C.R.S. § 29-20-104.5(2)(c), the Parties desire to enter into this Agreement to define the District Impact Fee, and the details of assessment, collection, and remittance, all in accordance with the requirements of C.R.S. § 29-20-104.5 ("**Act**").

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Definitions. In addition to the definitions provided elsewhere in this Agreement, the terms "**Development Permit**" and "**Capital Facility(ies)**" shall be defined as provided in Sections 29-20-103(1) and 29-20-104.5(4), C.R.S., respectively, including any amendments thereto.

2. Establishment of District Impact Fee.

a. The County agrees to impose an impact fee on new development that currently is located within both the County and the District, or that in the future becomes located within the County and the District, in accordance with the Impact Fee Schedule attached as **Attachment 1**, subject to inflation as set forth herein ("**District Impact Fee**"). The District Impact Fee shall be imposed on all new development for which a Development Permit application is submitted to the County on or after January 1, 2018. On

December 31 of each year to be effective for any District Impact Fees collected beginning on January 1 of the following year, the fees set forth in the attached Impact Fee Schedule (or any Updated Impact Fee Schedule as defined below) shall automatically be adjusted by the increase, if any, in the Denver-Boulder-Greeley Consumer Price Index for All Urban Consumers (CPI-U) over the preceding year.

b. The District will update the Nexus Study no less frequently than every seven years ("**Updated Nexus Study**"). If the Updated Nexus Study recommends any changes to the Impact Fee Schedule, then by September 1 of the then-current calendar year, the District Board shall, after considering such recommendations, adopt a Resolution approving an updated Impact Fee Schedule at a level no greater than necessary to defray the impacts of new development on the District's Capital Facilities ("**Updated Impact Fee Schedule**"). On or before September 10 of the then-current calendar year, the District shall submit to the County a copy of: (i) the Updated Impact Fee Schedule; (ii) the Resolution approving the Updated Impact Fee Schedule; and, (iii) the Updated Nexus Study. Unless the County objects to the Updated Impact Fee Schedule in accordance with Section 5 below, a copy of the Updated Impact Fee Schedule shall be effective January 1 of the following calendar year.

3. Procedures for Assessment, Collection, and Remittance.

a. As part of its Development Permit application process, the County shall require the developer of any proposed new development within the District's jurisdictional boundaries to confer with the District regarding whether, under the Impact Fee Schedule (or any Updated Impact Fee Schedule), a District Impact Fee is owed and, if owed, the amount of the District Impact Fee. The developer and the District may mutually determine whether an in-kind contribution will be made by the developer to the District in lieu of paying all or any portion a District Impact Fee ("**In-Kind Contribution**"). The developer and the District shall sign an Impact Fee Form that is substantially the same as the form attached as **Attachment 2**, stating one of the following: (i) a District Impact Fee is not owed; (ii) a District Impact Fee is owed and the amount of the District Impact Fee; or, (iii) the developer will make an In-Kind Contribution as described in the Impact Fee Form.

b. The developer shall submit the signed Impact Fee Form with the other documentation required by the County as part of the Development Permit application process.

c. The County shall promptly notify the District of the County's final decision on whether to grant or deny the Development Permit application. If the County denies the Development Permit application, the developer shall not be required to pay a District Impact Fee or make an In-Kind Contribution to the District. If the County grants the application and issues a Development Permit, the Development Permit shall require the developer to pay the District Impact Fee or to make the In-Kind Contribution to the District.

d. The District shall be solely responsible for collecting any District Impact Fee owed by the developer, or receiving the In-Kind Contribution from the developer, if applicable. The County shall have no responsibility for collecting any District Impact Fee owed by any developer or ensuring a developer makes any In-Kind Contribution to the District. The District shall promptly notify the County when it has collected the District Impact Fee or accepted the In-Kind Contribution from the developer, and the County shall not issue any building permit in connection with the new development until it has received such notification from the District. For purposes of this paragraph 3(d), if an In-Kind Contribution to be made by the developer constitutes construction of improvements, or the conveyance of any apparatus, equipment, or real property, then "acceptance" shall mean a written agreement between the District and the developer for such construction or conveyance.

e. No developer shall be required to provide any site-specific dedication or improvement to meet the same need for Capital Facilities for which the District Impact Fee is imposed, and no District Impact Fee shall be imposed on a developer if the developer already is required to pay an impact fee or other similar

development charge for another Capital Facility used to provide similar Emergency Services, or if the developer has voluntarily contributed money for such other Capital Facility.

f. The District shall account for all District Impact Fees in accordance with Part 8 of Article 1 of Title 29, Colorado Revised Statutes.

g. Nothing contained in this Agreement shall invalidate any existing agreement for impact fees or development charges between the District and a developer to pay for Capital Facilities.

4. Effective Date and Term. This Agreement is effective as of the date the last Party signs this Agreement, and shall continue in effect until terminated in accordance with its terms.

5. Termination.

a. The Parties may at any time mutually agree in writing to terminate this Agreement.

b. The District may at any time terminate this Agreement upon 30 calendar days prior written notice to the County.

c. Within 30 calendar days of receiving an Updated Impact Fee Schedule and an Updated Nexus Study, the County may send the District written notice that it objects to the Updated Impact Fee Schedule. The Parties shall promptly meet to determine if they can agree upon a mutually acceptable Updated Impact Fee Schedule, or to continue the then-current Impact Fee Schedule. If the Parties are unable to agree upon a mutually acceptable Updated Impact Fee Schedule, or to continue the then-current Impact Fee Schedule, the County may terminate this Agreement upon 30 calendar days prior written notice to the District, and the County shall cease imposing the District Impact Fee as of the effective date this Agreement is terminated.

6. Default. If either Party defaults in its performance under this Agreement, the non-defaulting Party shall notify the defaulting Party of the default. The defaulting Party shall have the right to cure, or to make substantial efforts to cure, the default within 10 calendar days after the non-defaulting Party's notice of default is given. If the defaulting Party fails to cure, or to make substantial efforts to cure, the default within the 10 day period, the non-defaulting Party, at its option, may immediately terminate this Agreement or may elect to treat this Agreement as being in full force and effect. If the non-defaulting Party elects to treat this Agreement as being in full force and effect, then the non-defaulting Party shall have the right to bring an action for any remedy available to such Party in equity or at law.

7. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

8. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the matters covered by it, and supersedes any prior understanding or agreements, oral or written, with respect thereto.

9. Notices and Requests. Any notice permitted or required by this Agreement shall be in writing and shall be hand-delivered or sent by certified or registered mail, postage prepaid, return receipt requested, to the following addresses. Notices are effective upon receipt.

Adams County
Attn: CEDD, Director

Bennett Fire Protection District
Attn: Fire Chief

10. Miscellaneous. Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the Adams County District Court. This Agreement may be amended only by a document signed by the Parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives and successors. Neither Party shall assign this Agreement. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. This Agreement may be executed in counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

ADAMS COUNTY, a political
Subdivision of the State of Colorado

BENNETT FIRE PROTECTION DISTRICT, a
political
subdivision of the State of Colorado

By: _____
Chair, BoCC

By: _____
_____, Board President

Date: _____

Date: _____

ATTESTED:

_____, County Clerk

ATTESTED:

_____, Board Secretary

Attachment 1

BENNETT FIRE PROTECTION DISTRICT
EMERGENCY SERVICES IMPACT FEE SCHEDULE
Effective January 1, 2018

Residential	
Unit Type	Fee Per Dwelling Unit
Single Family	\$1500
Multifamily	\$1500

Nonresidential	
Type	Fee Per Square Foot
Nonresidential	\$0.72

No individual landowner is required to provide any site specific dedication or improvement to meet the same need for capital facilities for which an impact fee is imposed pursuant to this schedule.

Attachment 2

**BENNETT FIRE PROTECTION DISTRICT
IMPACT FEE FORM**

Developer Information			
Development Company		State of Incorporation	
Address			
Telephone		Fax	
Contact Person			
Name		Title	
Telephone		Cell Phone	
Email Address			
Development Information			
Name of Development		Location (Address or Cross Streets)	
Residential Units		Non-Residential Square Footage	
Single Units (\$__ per unit)		Commercial (\$__ per square foot)	
2+ Units (\$__ per unit)		Office/Industrial (\$__ per square foot)	
Manufactured Homes (\$__ per unit)		Industrial/Flex (\$__ per square foot)	
Impact Fee			
Check one: <input type="checkbox"/> No impact fee owed <u>or</u> <input type="checkbox"/> Impact fee owed in the amount of \$_____			
If applicable: <input type="checkbox"/> An in-kind contribution will be made in lieu of paying all or a portion of an impact fee. Description of the in-kind contribution (attach additional information if necessary) and amount of impact fee off-set:			

The developer must submit this signed Impact Fee Form with the other documentation required by Adams County as part of its development permit application process. If the County denies the application, the developer is not required to pay the Impact Fee or make an In-Kind Contribution to the District. If the County grants the application and issues a development permit, the developer must pay the Impact Fee and/or make the In-Kind Contribution or enter into a written agreement with the District before the County will issue a building permit in connection with the development.

DEVELOPER:

BENNETT FIRE PROTECTION DISTRICT:

By: _____
Date: _____

By: _____, Fire Chief
Date: _____



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 12, 2017
SUBJECT: Intergovernmental Agreement Between Adams County and Brighton Fire Rescue District for the Collection of Fire District Impact Fees
FROM: Kristin Sullivan, Director, Community and Economic Development Department
AGENCY/DEPARTMENT: Community and Economic Development Department
HEARD AT STUDY SESSION ON : August 15, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves an Intergovernmental Agreement between Adams County and the Brighton Fire Rescue District for collection of Fire District Impact Fees

BACKGROUND:

The Brighton Fire Rescue District is requesting to enter into an Intergovernmental Agreement (IGA) with the County for collection of Fire District Impact fees from new development. On June 6, 2016, the Colorado Legislature passed a bill to authorize local governments to confer with Fire and Emergency Service Providers within local government jurisdictions to collect impact fees from new development. In accordance with the new law, the impact fee must be directly related to the impacts of new development, and must be used for defraying the impacts of such new development on the provision of fire and emergency services. In addition, the fee cannot be imposed to remedy any deficiency in capital facilities that exists without the proposed new development. The fee must be used for capital projects only.

Since the passage of the bill, the ten fire districts that provide services to unincorporated Adams County have worked together with County staff to identify potential processes for collecting the fees between the County and the fire districts. As part of the process, a majority of the districts completed studies to identify the costs and impacts of new development and recommended impact fees for each of their districts. Both the County and districts agreed that a study was necessary to determine the potential impacts. Overall, eight of the districts that provide fire protection in the County have completed studies to support their proposed fees for their district (See Exhibit B for study and summary of all studies). The districts also agreed to enter into identical IGA documents for adoption by the Board of County Commissioners (See Exhibit C).

As part of this process, Brighton Fire Rescue District is proposing three categories of impact fees and an IGA. The specific fees are summarized below:

Brighton Fire Rescue District Fees:

Type of Development	Proposed Fee
Single-Family	\$688 per home
Multi-Family	\$550 per unit
Non-Residential (retail/commercial/business)	\$0.46 per sq.ft
Industrial/warehouse	\$0.06 sq.ft

Regarding the collection of the fees, the District is proposing to collect the fees directly. The processes for collecting the fees are described in the attached IGA to this report (See Exhibit C). In the IGA, a developer and the District will sign an impact fee form and the developer will provide the form with their development application to the County. The County will then notify the District to collect the fee prior to final approval of a building permit, when all outstanding review requirements have been completed. The County will not issue a building permit until it obtains notification from the Fire District of the payment of the impact fees. However, the District shall be solely responsible for collecting the fees, and accounts for all such fees. Also, as part of the IGA, the District can terminate its IGA with the County by giving a 30-day notice. The County can also do the same. The IGA requires the District to update its fees every seven years. Once the fees are updated, the District is required to submit the proposed fees to the County for review and adoption.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development
County Attorney's Office

ATTACHED DOCUMENTS:

Exhibit A- Resolution
Exhibit B-Impact Fee Study and Summary of All Studies
Exhibit C- Proposed Intergovernmental Agreement

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Exhibit A

**RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF ADAMS COUNTY AND THE
BRIGHTON FIRE PROTECTION DISTRICT FOR COLLECTION OF FIRE DISTRICT
IMPACT FEES**

RESOLUTION 2017-

WHEREAS, C.R.S. § 29-20-102 to 104.5 (SB 15) authorizes local governments to confer with Fire Districts and Emergency Service Providers within local government jurisdictions to collect impact fees from new developments; and

WHEREAS, Adams County and Brighton Fire District are authorized to set forth a Fee Schedule reasonably calculated to compensate Brighton Fire District for impact of a new development or defraying the impact of such development on the District Facilities; and

WHEREAS, the Board of County Commissioners and Brighton Fire District will review the Fee Schedule and make adjustments in September of each year and adopt such fees in January of each year; and

WHEREAS, the Board of County Commissioners will review, and Brighton Fire District will review and update, the Fee Schedule every seven years.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement with Brighton Fire District for collection of Fire District Impact Fee, a copy of which is attached hereto and incorporated herein by this reference, be approved.

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



Brighton Fire Rescue District Impact Fee Study

FINAL REPORT

Final Report

September 8, 2017

Brighton Fire Rescue District Impact Fee Study

Prepared for

Brighton Fire Rescue District
500 S. 4th Ave., 3rd Floor
Brighton, CO 80601

Prepared by

BBC Research & Consulting
1999 Broadway, Suite 2200
Denver, Colorado 80202-9750
303.321.2547 fax 303.399.0448
www.bbcresearch.com
bbc@bbcresearch.com



Table of Contents

I. Impact Fee Design Considerations

Background and Objectives.....I-1
Impact Fee Design Requirements.....I-2
Fee ApplicabilityI-3
Other Fee Design Considerations.....I-4

II. Impact Fee Calculations

BFRD Budget Overview.....II-1
Impact Fee Calculations.....II-1
Summary and RecommendationsII-5

SECTION I.

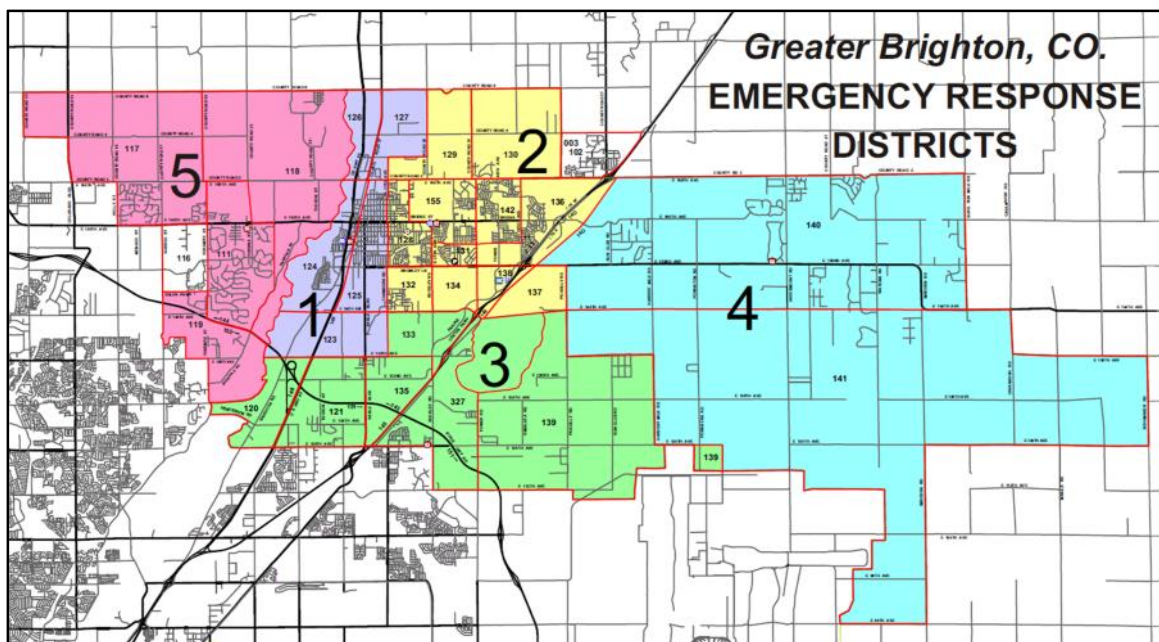
Impact Fee Design Considerations

This report presents the analysis underlying calculation of proportional development impact fees for the Brighton Fire Rescue District (BFRD, or the District). This section describes fee design requirements and various implementation considerations.

Background and Objectives

The Brighton Fire Rescue District was established as a special district in 1980, and provides emergency medical, rescue, firefighting and safety/prevention services for the City of Brighton, the Town of Wattenburg, part of the City of Commerce City, and parts of the towns of Henderson and Lochbuie. The District also provides aid to large unincorporated areas of Adams and Weld counties. The BFRD directly provides service to a population of about 50,000 and responds to almost 5,500 emergency incidents each year. The district's unique composition of urban, suburban and rural areas requires a wide range of responses and service.

Figure I-1.
Brighton Fire Rescue District Coverage Area



Source: Brighton Fire Rescue District.

In the 2016 legislative session, the Colorado General Assembly passed House Bill 16-1088 explicitly authorizing fire protection districts, with consent of local governments, to impose an impact fee on new development. After this legislative action by the state, the BFRD contracted BBC Research & Consulting to calculate proportional and defensible fees, which when

implemented will provide assurance to the community that new growth is paying its own way and contributing to the fiscal health of the District.

This report documents BBC's analysis and recommendations for designing and implementing an impact fee system that would recover the proportional capital costs associated with all forms of new development.

Impact Fee Design Requirements

There is no universally accepted definition of impact fees, but most studies emphasize the fee's one time use; application to new development; design requirements for proportionality; and restricted use for infrastructure expansion purposes only:

"Fees collected through a set schedule or formula, spelled out in a local ordinance....fees are levied only against new development projects as a condition of permit approval to fund infrastructure needed to serve the proposed development. Impact fees are calculated to cover the proportionate share of the capital costs for that infrastructure...¹"

The key requirements of impact fee design are set by Colorado Statute, and a series of United States Supreme Court rulings.

Colorado requirements. Colorado statutes enable the use of impact fees and dictate the following fee requirements:

- Impact fees are a one-time payment levied on new development;
- Funds can only be used for growth-related capital infrastructure projects;
 - Applicable infrastructure must have at least a five year life;
 - No funds can be diverted for operations, maintenance, repair or facility replacement purposes;
- Fee revenues must be segregated from other general revenues and used for the purposes for which they were collected;
- Fees must be imposed on all forms of development and cannot be limited to one type of land use;
- Impact fee revenues must be used for capital infrastructure expansion. No funds can be used for correction of existing system deficiencies; and
- There must be a reasonable expectation of benefit by the fee payer.

¹Juergensmeyer, Julian C., and Thomas E. Roberts. Land Use Planning and Development Regulatory Law. St. Paul, MN: WestGroup, 2003; and ImpactFees.com, Duncan Associates, 20 February 2008.

U.S. Supreme Court decisions. Impact fee design must also respect broad guidance offered by a series of United States Supreme Court rulings. The two most notable court decisions that speak to impact fee design and constraints on fee use are often referred to as *Nollan*² and *Dolan*³.

Guidance from these decisions requires that there be an "essential nexus" between the exaction/fee and the stated interest being advanced by that exaction. In the more recent *Dolan v. City of Tigard* (1994) decision, the U.S. Supreme Court held that in addition to an essential nexus, there must be a "rough proportionality" between the proposed exactions and the project impacts that the exactions are intended to mitigate. In *Dolan*, the court further states that rough proportionality need not be derived with mathematical exactitude but must demonstrate some relationship to the specific impact of the subject project:

"We think a term such as 'rough proportionality' best encapsulates what we hold to be the requirements of the Fifth Amendment. No precise mathematical calculation is required, but the city must make some sort of individualized determination that the required dedication is related both in nature and extent to the impact of the proposed development."

Over the past two decades since *Dolan*, many communities have imposed impact fees; thus, there now is a broad set of common practices when considering how best to reflect these judicial and statutory requirements in fee design efforts.

Fee Applicability

As noted above, impact fee revenues can only be used to cover the expansion costs of public infrastructure needed to serve new development and fee amounts can only be set to recover the cost of infrastructure expansion that is proportional to the needs of the new project.

Public infrastructure. *Public or capital infrastructure* is the physical component of public services, generally including buildings, facilities and related improvements, such as parking, lighting, ball fields or other support facilities. Capital infrastructure includes streets, parks, administrative facilities, specialized fire or police buildings, and developed recreation facilities. Under Colorado Statute, infrastructure can include all equipment that has a useful life of five years or longer. It does not include personnel or any element of service costs, even in circumstances where new staff is required to operate the new facilities.

Nature of infrastructure investments. In considering fee requirements, it should be noted that not all capital infrastructure costs are associated with community growth or with the expansion of facility capacity. Most communities make frequent infrastructure investments regardless of growth pressures for repair and replacement of facilities. Communities considering impact fees must recognize three elements of infrastructure needs:

² Nollan v. California Coastal Commission, 483 U.S. 82; 1987 and Dolan v. City of Tigard (1994) 114S.Ct. 2309.

³ Dolan v. City of Tigard (1994) 114S.Ct. 2309

- **Repair and replacement of facilities.** The expense of maintaining current facilities, such as annual building maintenance, or replacing a roof.
- **Betterment of facilities.** Implementation of new services or improvement of existing facilities (e.g., adding better training equipment at a recreation center) without increasing service capacity.
- **Expansion of facilities.** Expanding an existing city hall to accommodate growing personnel requirements occurring in association with community growth.

Of these three considerations, impact fees can only cover those infrastructure costs associated with the expansion of facilities to serve the needs of new growth.

Other Fee Design Considerations

Over time, a reasonable consensus has emerged in state statutes and federal courts as to how best to assure fee compliance. In order to develop fees, there are three basic components: definition of community standards; calculation of proportional attribution to new growth and attribution of infrastructure needs across all major land uses. These issues and their resolution for this analysis are discussed below.

Setting community standards. The first fee design issue involves determining appropriate capital standards for each category of infrastructure. Some states' enabling legislation describes capital standard criteria with specificity; for instance, Idaho requires that a city use an endorsed capital improvements schedule and then a process of attribution between growth related and other investments—Colorado does not have this same detailed guidance. Facility standards, such as library space per household or recreation facilities per household, can vary widely between communities; thus, it is not appropriate to use standards developed for other towns, or other national standards.

Calculation methodology. There are two common methodologies employed in order to meet the standards described above, the current service standard (capital buy-in) and the capital improvement (plan-based):

- Typically, the buy-in fee design process involves documenting the replacement value of specific capital facilities and qualified equipment used for each category of infrastructure, and then defining that level of investment as the city's capital standard. For instance, a city of 2,500 homes with a 20,000 square foot recreation center (capital replacement value of \$5.0 million) would have a recreation center standard of 8 square feet per housing unit ($20,000 \text{ sq. ft.} / 2,500 \text{ homes} = 8 \text{ sq. ft. per home}$). At \$250/square foot (replacement value of equivalent space), each existing residence would have an embedded recreational investment of \$2,000 per home. This would be the community's present facility standard and this is what each new unit could be charged as a "buy-in" amount for a recreational impact fee.
- In the plan-based fee methodology, the cost of new infrastructure is allocated to new growth in proportion to that growth's anticipated demand of the infrastructure. This forward-looking approach requires forecasts of households and commercial growth, and

detailed data on capital expansion plans. For infrastructure to be eligible for inclusion in the impact fee calculation, it must meet the requirement that only items with a useful life of five years or more are designated as fee-eligible capital assets, per CRS 29-20-104.5.⁴ Any improvements used to address current service deficiencies or increase the level of service cannot be included in the fee calculation—in other words, the fee calculations must take into account the current level of service and exclude any elements of the plan that would result in a higher level of service.

BBC used the capital buy-in approach to calculate the impact fees presented in this report. This decision was mutually agreed upon by BBC and BFRD as it provides the most accurate and robust fee calculation methodology given all available information.⁵

Adjustments for debt. Since facility standards are defined by a community’s demonstrated investment in infrastructure, calculations of community standards must recognize, and net out, any applicable debt. Debt service will be paid by all future residents—new and old; it’s not appropriate to charge new development a front end impact fee and then charge the same development again, after becoming residents or property owners, requiring them to also pay the remaining equity and interest costs. All capital infrastructure amounts used in the fee calculations are free of any debt-financed components.

Fee design cost-recovery. The cost of this study may be recovered through fees and used to reimburse the general fund. Fee design costs have been included in the District’s infrastructure valuation.

Proportionality. As part of the fee design process it is necessary to ensure that fees only cover the proportional expansion costs caused by new development. The state statutes and aforementioned court decisions require a demonstration of proportionality. In the case of the capital buy-in method, by using existing infrastructure and service population and requiring new development to pay fees at an amount scaled by the current level of service, proportionality is reasonably and fairly derived.

Allocation by land use. The courts have indicated that all forms of development that have facility impacts (residential and commercial) must pay their fair share of expansion costs. If one land use is exempted from fees, all other land uses have no reasonable expectation of seeing facility expansion completed. Quantification of current residential and commercial land uses is obtained from the county assessor’s data.

Use specificity. Impact fee systems vary in how precisely they differentiate between varying forms and size of residential development and varying uses of commercial buildings. Detailed non-residential use or other specificity is merited when there is there is compelling evidence that use or size variations reflect substantive difference in the demand for public services. The proposed fee structure for BFRD differentiates between single family and multifamily residential

⁴ Impact Fee Enabling Statute: *CRS 29-20-104.5. Local Government Regulation of Land Use.*

⁵ BFRD staff and BBC Research & Consulting conference call February 8, 2017.

units and differentiates non-residential as industrial/warehouse or commercial (retail, office, or other nonresidential). Residential fees are presented as per-unit fees and nonresidential fees are presented by square foot.

Redevelopment/credits. Application of impact fees raises a series of questions about how to approve redevelopment of existing properties and the circumstances under which fees can be waived or adjusted. The redevelopment of a residence, even a complete demolition and home reconstruction, does not mean an increase in public service costs—it is still one residential unit with little or no implications for service delivery costs or capital needs. Redevelopment of larger lots with multiple homes would be assessed a fee based on the number of net new residences. Similarly, non-residential redevelopment will only be charged on the basis of net new space.

Waivers. The District should not waive impact fees unless the fund is reimbursed from other sources such as the general fund or the developer/owner is making other contributions to system expansion by other mechanisms that meet or exceed the calculated requirements.

Timing. Generally impact fees are collected either at the time of building permit or at the issuance of a certificate of occupancy. BBC recommends the District collect impact fees at the time of building permit, which allows the District more time to extend service.

Updating. Fees should be updated periodically; most communities update fees every five years. Inflationary adjustments are recommended on an annual basis.

SECTION II.

Impact Fee Calculations

This section documents the derivation of impact fees for BFRD.

BFRD Budget Overview

BFRD budgeted operating revenues of approximately \$13.9 million in 2016. Property taxes are by far the largest revenue source for the District and accounted for 78 percent of 2016 revenues followed by specific ownership tax revenue (5% of 2016 revenues). BFRD incurred operating expenditures of approximately \$7.7 million in 2016.⁶ The District currently funds its capital improvements through their General Fund and limited grant funding for special projects. General Fund revenues, driven primarily by a property tax mill levy of 11.795, are intended to fund capital expenditures related to existing population and development (e.g., vehicle replacement), not expenditures related to new population growth and development.

Additional property tax revenue from new growth is unlikely to be sufficient for growth-related capital expansion long term. Instead, tax revenues are likely to be expended for ongoing District expenses and repair/replacement of existing infrastructure as they are currently.

If the BFRD chooses to impose impact fees of the type calculated later in this analysis, it would retain an independent and equitable source of revenue for capital expenditures required to serve new growth. Without impact fees, the District may have to increase property taxes district-wide, reduce service standards for all taxpayers, or do both in order to accommodate growth.

With impact fees, new development pays only their equitable pro rata share of new infrastructure required to serve them while existing taxpayers will not subsidize growth. At the same time, the District's operating funds will be reserved for fiscally appropriate, non-growth related uses.

Impact Fee Calculations

BBC's methodology for the BFRD impact fee includes the following tasks:

1. Quantify the fire infrastructure standards and investments needed to maintain the current level of service;
2. Account for outstanding debt, net-out of District total replacement value;
3. Develop estimates of the District's current service demand by development type (based on calls for service); and
4. Calculate the fire protection infrastructure costs per unit of development (per household, or per square foot of commercial development).

⁶The \$7.7 million figure excludes non-operating items (debt service). Total BFRD 2016 budgeted expenses were \$8.5 million.

Fire and EMS infrastructure. A conservative method of establishing the District’s current level of service for fire protection is to quantify its financial investment in infrastructure and capital equipment. The BFRD has five types of capital infrastructure related spending that are included in the calculation of current infrastructure investment:

- Land and buildings including five fire stations and a garage/maintenance building;
- Major apparatus such as fire engines and specialized vehicles;
- A variety of life-saving and fire-fighting apparatus located at individual fire stations or on pieces of equipment;
- Business personal property such as fire station and office furniture, computers and related durable assets; and
- The cost of this impact fee study.

Figure II-1 on the following page presents the District’s current capital infrastructure. Replacement values are based on information provided by BFRD, including a current insurance report detailing the District’s capital asset schedule.

As discussed earlier in this report, only the District’s equity share of assets can be included in the impact fee calculation (i.e., must exclude debt used to finance fire stations or vehicles).⁷ BFRD has an outstanding debt of \$831,644 for stations 53, 54 and 55 and truck refurbishment on the 2004 Spartan Quint Rig. Figure II-1 accounts for the debt as a reduction in the allocated replacement value of the affected assets.⁸

The full cost of infrastructure acquired specifically for fighting wildfires is also excluded from the total value used for the fee calculation. Additional residential or commercial development in the district will not directly contribute to capital requirements of fighting wildland fires. Therefore, the fee system should not replicate wildfire-specific infrastructure investments. BFRD property tax or other revenue sources will maintain the wild land fire standard of service. Accordingly, the three Brush Trucks used exclusively for wildfires are not included in the impact fee calculations (shown as 0% “portion to include in impact fees” in Figure II-1). BFRD also maintains two antique fire trucks and a trailer used to haul the antiques that are not used to provide fire protection services to District households and businesses. As such, the value of these assets is excluded from the fee calculation.

The total replacement value of the District’s current capital infrastructure is approximately \$17.5 million, \$16.2 million of which is eligible to be included in the impact fee calculation.

⁷ See Section I page 5 for an explanation of debt adjustments.

⁸ It should also be noted that BFRD also has a capital lease for the construction of a new station and updates to two existing stations. This future station and the associated debt are not included in the impact fee model as they are not factors in the current level of service provided by BFRD.

**Figure II-1.
Brighton Fire Rescue
District's Current
Assets**

Notes:

(1) Reflects District's equity in each piece of capital infrastructure, net of any outstanding debt.

(2) Equipment used exclusively for brush fire response and/or antique show vehicles are excluded from the impact fee calculation.

(3) District equity multiplied by replacement value equals allocated replacement value.

Sources:

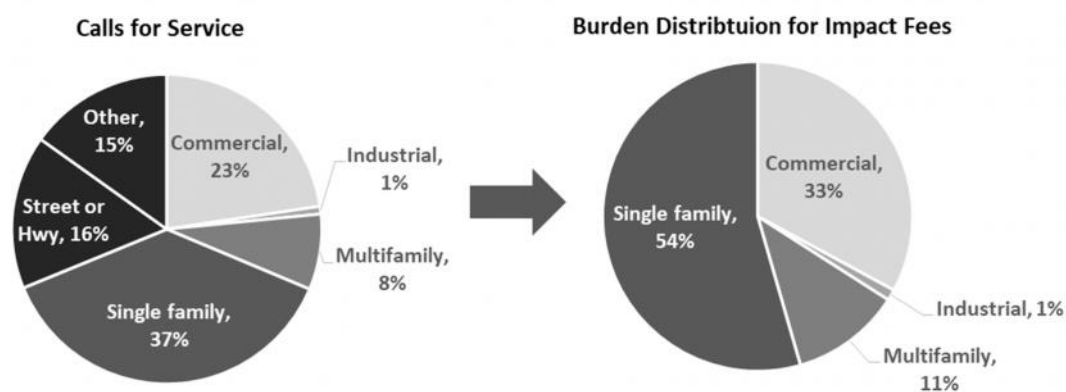
Brighton Fire Rescue District, T. Charles Wilson Insurance Service Insurance Inventory and BBC Research & Consulting.

Type of Capital Infrastructure	Total Replacement Value	Portion to Include in Impact Fees ^{(1), (2)}	Allocated Replacement Value ⁽³⁾
Buildings and Land			
Fire Station 51	\$1,746,488	100%	\$1,746,488
Fire Station 52	\$1,133,144	100%	\$1,133,144
Fire Station 53 ⁽¹⁾	\$1,687,133	89%	\$1,495,855
Fire Station 54 ⁽¹⁾	\$2,649,015	90%	\$2,382,889
Fire Station 55 ⁽¹⁾	\$2,649,015	90%	\$2,382,889
Garage/Maintenance Building	\$402,284	100%	\$402,284
Vehicles			
1915 Republic Antique ⁽²⁾	\$6,141	0%	\$0
1927 American Antique ⁽²⁾	\$6,141	0%	\$0
1990 GMC Light Rescue	\$61,444	100%	\$61,444
1990 Kentucky Trailer	\$16,936	100%	\$16,936
1993 International Pumper	\$307,438	100%	\$307,438
1997 SCO Safety Trailer	\$10,927	100%	\$10,927
1999 Chevrolet Suburban First Responder	\$39,993	100%	\$39,993
2000 Ford Brush Truck ⁽²⁾	\$153,834	0%	\$0
2001 Ford Brush Truck ⁽²⁾	\$153,782	0%	\$0
2000 Ford Expedition First Responder	\$33,153	100%	\$33,153
2002 Ford Expedition First Responder	\$41,785	100%	\$41,785
2003 Kenworth Tanker	\$184,441	100%	\$184,441
2003 Kenworth Tanker	\$184,441	100%	\$184,441
2004 Spartan Quint Reg ⁽¹⁾	\$689,585	84%	\$581,471
2006 Spartan Pumper	\$368,991	100%	\$368,991
2006 Spartan Pumper	\$381,284	100%	\$381,284
2006 HAU Trailer	\$5,157	100%	\$5,157
2006 HAU Trailer	\$5,157	100%	\$5,157
2008 Zodiac Mark III	\$3,016	100%	\$3,016
2008 Smeal Pumper	\$437,855	100%	\$437,855
2010 Ford F350 Brush Truck ⁽²⁾	\$132,613	0%	\$0
2010 Kenworth Firetruck Tender	\$302,685	100%	\$302,685
2010 Kenworth Firetruck Tender	\$302,685	100%	\$302,685
2010 Metro Utility Liberty II Trailer	\$89,242	100%	\$89,242
2010 Sportrail SAU712 Trailer	\$4,053	100%	\$4,053
2010 Smeal Pumper	\$554,875	100%	\$554,875
2011 Ford F350 w/Snow Plow Truck	\$52,013	100%	\$52,013
2011 Pierce Tower	\$1,005,079	100%	\$1,005,079
2012 Chevrolet Tahoe	\$37,600	100%	\$37,600
2013 Spartan Pumper	\$51,639	100%	\$51,639
2014 Load Carhauler Trailer ⁽²⁾	\$2,971	0%	\$0
2015 Chevrolet Yukon	\$41,200	100%	\$41,200
2016 Chevrolet Colorado Pickup	\$31,397	100%	\$31,397
2016 Chevrolet Colorado Pickup	\$35,000	100%	\$35,000
2016 Chevrolet Tahoe	\$64,023	100%	\$64,023
Fire Equipment and Business Property			
Firefighting Equipment	\$406,028	100%	\$406,028
Machinery and other equipment	\$895,773	100%	\$895,773
Other business and personal property	\$142,944	100%	\$142,944
Fee Study			
Cost of study	\$10,000	100%	\$10,000
Total Value of Fire Infrastructure for Fee Calculation	\$17,520,399		\$16,233,273

Demand for services by land use. Demand for city services is not always equal across different land uses. BBC used existing calls for fire and EMS service as a proxy for demand in the fee calculations. In order to mitigate operational “busy-ness” (year-to-year fluctuations), BBC evaluated four years (2013 through 2016) of call data to determine the average distribution. Figure II-2 displays BFRD’s calls for service by land use category. Calls classified as “street or highway” or “other” cannot be attributed to a specific land use and are excluded from the impact fee calculation model.

Over the four-year period, there were approximately 19,000 calls for service to BFRD. After “street or highway” and “other” calls are excluded, 54 percent were to single family residential units, 11 percent were to multifamily residential developments, 33 percent were to commercial developments, and 1 percent were to industrial/warehouse developments.

Figure II-3.
Calls for Service(2013-2016) and Burden Distribution for Impact Fee Calculation



Note: Street/hwy and other categories cannot be assigned to development type and are therefore excluded from the impact fee calculation.

Source: BFRD and BBC Research & Consulting.

Impact fee calculation. Figure II-3 uses the District’s current service standards and infrastructure replication costs, less outstanding lease purchase, to determine appropriate household and commercial fees. The District’s calls for service data is used as a reasonable proxy for the assignment of costs to particular types of development.

Full cost-recovery impact fees for BFRD total \$688 per single family residential dwelling unit, \$550 per multifamily dwelling unit, \$559 per thousand square feet of new commercial development, and \$60 per thousand square feet of new industrial development. The District can choose to charge less than this amount but discounts must be uniformly applied to all land use categories.

**Figure II-3.
BFRD Fire Impact Fees**

Note:

BFRD Value of Fire Infrastructure excludes brush fire infrastructure, antique show vehicles and debt on existing assets.

Source:

BBC Research & Consulting, 2017.

Calculation of Impact Fees	
BFRD Value of Fire Infrastructure	\$16,233,273
Burden Distribution (based on calls for service)	
Commercial	32.9%
Industrial	1.2%
Single family	54.5%
Multifamily	11.5%
Costs by Category	
Commercial	\$5,341,521
Industrial	\$186,868
Single family	\$8,839,841
Multifamily	\$1,865,043
Existing Development	
Commercial (in square feet)	9,551,021
Industrial (in square feet)	3,138,196
Single family (in dwelling units)	12,844
Multifamily (in dwelling units)	3,393
Impact Fee by Land Use	
Commercial (per 1,000 feet ²)	\$559
Industrial/Warehouse (per 1,000 feet ²)	\$60
Single family (per dwelling unit)	\$688
Multifamily (per dwelling unit)	\$550

Summary and Recommendations

In light of the Brighton Fire Rescue District's expected growth, and its need to finance resulting capital expenditures related to this growth, the impact fees presented in this study are recommended for your consideration.

The fees listed in Figure II-3 should be considered maximum defensible amounts, although it is recognized that the District may choose not to adopt fees as high as the maximum defensible amounts set forth in this analysis.

We also offer the following recommendations for your consideration:

- The District should maintain the Impact Fee Fund separate and apart from the General Fund, withdrawn only to pay for growth-related infrastructure.
- The District should adhere to a written policy governing its expenditure of monies from the Impact Fee Fund. The Fund should be prohibited from paying for District operational expenses including the repair and replacement of existing infrastructure not necessitated by growth. In cases when new infrastructure is expected to partially replace existing capacity and to partially serve new growth, cost sharing between the General Fund and Impact Fee Fund should be allowed on a pro rata basis as determined by the District's board.

- The fees calculated in this study should be updated periodically as the District invests in additional fire protection infrastructure beyond what is listed in Figure II-1, and/or the District's population or inventory of commercial square footage change significantly.
- The fees should be updated annually based on established inflation indices, such as the Consumer Price Index or the Engineering News Record.
- Finally, consider a fee amount that balances infrastructure needs with economic development goals.

**INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT,
COLLECTION, AND REMITTANCE OF EMERGENCY SERVICES IMPACT FEES**

This INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT, COLLECTION, AND REMITTANCE OF EMERGENCY SERVICES IMPACT FEES ("*Agreement*") is entered into by and between Adams County ("*County*") and the Brighton Fire Rescue District ("*District*"). The County and the District are referred to collectively as the "*Parties*" or individually as a "*Party*".

RECITALS

WHEREAS, the County is a political subdivision of the State of Colorado ("*State*"), and the District is a political subdivision of the State organized pursuant to the Special District Act, C.R.S. § 32-1-101, *et seq.*;

WHEREAS, the District was organized to provide fire protection, rescue, and emergency services (collectively, "*Emergency Services*"), as well as other services including fire suppression, public education, hazardous materials, emergency medical, and ambulance services, to the citizens and property within its jurisdiction, and to individuals passing through its jurisdiction, either directly or through third-party providers;

WHEREAS, pursuant to §32-1-1002(1)(d.5), the District has authority to receive and spend impact fees or other similar development charges imposed pursuant to the provisions described in §29-20-104.5, C.R.S.;

WHEREAS, the District obtained an Impact Fee Study dated February 16, 2017 to evaluate the nexus between new development within the District's jurisdictional boundaries and the projected impact that such development has on the District's Capital Facilities ("*Nexus Study*"). The Nexus Study recommended an Impact Fee schedule for both residential and non-residential development at a level no greater than necessary to defray the impacts of new development on the District's Capital Facilities ("*Impact Fee Schedule*");

WHEREAS, on _____, 20__, the District's Board of Directors ("*Board*") adopted a Resolution approving the Impact Fee Schedule recommended by the Nexus Study. A copy of the approved Impact Fee Schedule is attached as *Attachment 1*; and,

WHEREAS, in accordance with C.R.S. § 29-20-104.5(2)(c), the Parties desire to enter into this Agreement to define the District Impact Fee, and the details of assessment, collection, and remittance, all in accordance with the requirements of C.R.S. § 29-20-104.5 ("*Act*").

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Definitions. In addition to the definitions provided elsewhere in this Agreement, the terms "*Development Permit*" and "*Capital Facility(ies)*" shall be defined as provided in Sections 29-20-103(1) and 29-20-104.5(4), C.R.S., respectively, including any amendments thereto.

2. Establishment of District Impact Fee.

a. The County agrees to impose an impact fee on new development that currently is located within both the County and the District, or that in the future becomes located within the County and the District, in accordance with the Impact Fee Schedule attached as *Attachment 1*, subject to inflation as set forth herein ("*District Impact Fee*"). The District Impact Fee shall be imposed on all new development for which a Development Permit application is submitted to the County on or after January 1, 2018. On

December 31 of each year to be effective for any District Impact Fees collected beginning on January 1 of the following year, the fees set forth in the attached Impact Fee Schedule (or any Updated Impact Fee Schedule as defined below) shall automatically be adjusted by the increase, if any, in the Denver-Boulder-Greeley Consumer Price Index for All Urban Consumers (CPI-U) over the preceding year.

b. The District will update the Nexus Study no less frequently than every seven years ("*Updated Nexus Study*"). If the Updated Nexus Study recommends any changes to the Impact Fee Schedule, then by September 1 of the then-current calendar year, the District Board shall, after considering such recommendations, adopt a Resolution approving an updated Impact Fee Schedule at a level no greater than necessary to defray the impacts of new development on the District's Capital Facilities ("*Updated Impact Fee Schedule*"). On or before September 10 of the then-current calendar year, the District shall submit to the County a copy of: (i) the Updated Impact Fee Schedule; (ii) the Resolution approving the Updated Impact Fee Schedule; and, (iii) the Updated Nexus Study. Unless the County objects to the Updated Impact Fee Schedule in accordance with Section 5 below, a copy of the Updated Impact Fee Schedule shall be effective January 1 of the following calendar year.

3. Procedures for Assessment, Collection, and Remittance.

a. As part of its Development Permit application process, the County shall require the developer of any proposed new development within the District's jurisdictional boundaries to confer with the District regarding whether, under the Impact Fee Schedule (or any Updated Impact Fee Schedule), a District Impact Fee is owed and, if owed, the amount of the District Impact Fee. The developer and the District may mutually determine whether an in-kind contribution will be made by the developer to the District in lieu of paying all or any portion a District Impact Fee ("*In-Kind Contribution*"). The developer and the District shall sign an Impact Fee Form that is substantially the same as the form attached as Attachment 2, stating one of the following: (i) a District Impact Fee is not owed; (ii) a District Impact Fee is owed and the amount of the District Impact Fee; or, (iii) the developer will make an In-Kind Contribution as described in the Impact Fee Form.

b. The developer shall submit the signed Impact Fee Form with the other documentation required by the County as part of the Development Permit application process.

c. The County shall promptly notify the District of the County's final decision on whether to grant or deny the Development Permit application. If the County denies the Development Permit application, the developer shall not be required to pay a District Impact Fee or make an In-Kind Contribution to the District. If the County grants the application and issues a Development Permit, the Development Permit shall require the developer to pay the District Impact Fee or to make the In-Kind Contribution to the District.

d. The District shall be solely responsible for collecting any District Impact Fee owed by the developer, or receiving the In-Kind Contribution from the developer, if applicable. The County shall have no responsibility for collecting any District Impact Fee owed by any developer or ensuring a developer makes any In-Kind Contribution to the District. The District shall promptly notify the County when it has collected the District Impact Fee or accepted the In-Kind Contribution from the developer, and the County shall not issue any building permit in connection with the new development until it has received such notification from the District. For purposes of this paragraph 3(d), if an In-Kind Contribution to be made by the developer constitutes construction of improvements, or the conveyance of any apparatus, equipment, or real property, then "acceptance" shall mean a written agreement between the District and the developer for such construction or conveyance.

e. No developer shall be required to provide any site-specific dedication or improvement to meet the same need for Capital Facilities for which the District Impact Fee is imposed, and no District Impact Fee shall be imposed on a developer if the developer already is required to pay an impact fee or other similar

development charge for another Capital Facility used to provide similar Emergency Services, or if the developer has voluntarily contributed money for such other Capital Facility.

f. The District shall account for all District Impact Fees in accordance with Part 8 of Article 1 of Title 29, Colorado Revised Statutes.

g. Nothing contained in this Agreement shall invalidate any existing agreement for impact fees or development charges between the District and a developer to pay for Capital Facilities.

4. Effective Date and Term. This Agreement is effective as of the date the last Party signs this Agreement, and shall continue in effect until terminated in accordance with its terms.

5. Termination.

a. The Parties may at any time mutually agree in writing to terminate this Agreement.

b. The District may at any time terminate this Agreement upon 30 calendar days prior written notice to the County.

c. Within 30 calendar days of receiving an Updated Impact Fee Schedule and an Updated Nexus Study, the County may send the District written notice that it objects to the Updated Impact Fee Schedule. The Parties shall promptly meet to determine if they can agree upon a mutually acceptable Updated Impact Fee Schedule, or to continue the then-current Impact Fee Schedule. If the Parties are unable to agree upon a mutually acceptable Updated Impact Fee Schedule, or to continue the then-current Impact Fee Schedule, the County may terminate this Agreement upon 30 calendar days prior written notice to the District, and the County shall cease imposing the District Impact Fee as of the effective date this Agreement is terminated.

6. Default. If either Party defaults in its performance under this Agreement, the non-defaulting Party shall notify the defaulting Party of the default. The defaulting Party shall have the right to cure, or to make substantial efforts to cure, the default within 10 calendar days after the non-defaulting Party's notice of default is given. If the defaulting Party fails to cure, or to make substantial efforts to cure, the default within the 10 day period, the non-defaulting Party, at its option, may immediately terminate this Agreement or may elect to treat this Agreement as being in full force and effect. If the non-defaulting Party elects to treat this Agreement as being in full force and effect, then the non-defaulting Party shall have the right to bring an action for any remedy available to such Party in equity or at law.

7. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

8. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the matters covered by it, and supersedes any prior understanding or agreements, oral or written, with respect thereto.

9. Notices and Requests. Any notice permitted or required by this Agreement shall be in writing and shall be hand-delivered or sent by certified or registered mail, postage prepaid, return receipt requested, to the following addresses. Notices are effective upon receipt.

Adams County
Attn: CEDD, Director

Brighton Fire Rescue District
Attn: Fire Chief

Attachment 1

BRIGHTON FIRE RESCUE DISTRICT
EMERGENCY SERVICES IMPACT FEE SCHEDULE
Effective January 1, 2018

Residential	
Unit Type	Fee Per Dwelling Unit
Single Family	\$688
Multifamily	\$550

Nonresidential	
Type	Fee Per Sq.Ft
Commercial/Retail/Business	\$0.46
Industrial/Warehouse	\$0.06

No individual landowner is required to provide any site specific dedication or improvement to meet the same need for capital facilities for which an impact fee is imposed pursuant to this schedule.

Attachment 2

**BRIGHTON FIRE RESCUE DISTRICT
IMPACT FEE FORM**

Developer Information			
Development Company		State of Incorporation	
Address			
Telephone		Fax	
Contact Person			
Name		Title	
Telephone		Cell Phone	
Email Address			
Development Information			
Name of Development		Location (Address or Cross Streets)	
Residential Units		Non-Residential Square Footage	
Single Units (\$__ per unit)		Commercial (\$__ per square foot)	
2+ Units (\$__ per unit)		Office/Industrial (\$__ per square foot)	
Manufactured Homes (\$__ per unit)		Industrial/Flex (\$__ per square foot)	
Impact Fee			
Check one: <input type="checkbox"/> No impact fee owed <u>or</u> <input type="checkbox"/> Impact fee owed in the amount of \$ _____			
If applicable: <input type="checkbox"/> An in-kind contribution will be made in lieu of paying all or a portion of an impact fee. Description of the in-kind contribution (attach additional information if necessary) and amount of impact fee off-set:			

The developer must submit this signed Impact Fee Form with the other documentation required by Adams County as part of its development permit application process. If the County denies the application, the developer is not required to pay the Impact Fee or make an In-Kind Contribution to the District. If the County grants the application and issues a development permit, the developer must pay the Impact Fee and/or make the In-Kind Contribution or enter into a written agreement with the District before the County will issue a building permit in connection with the development.

DEVELOPER:

BRIGHTON FIRE RESCUE DISTRICT:

By: _____
Date: _____

By: _____, Fire Chief
Date: _____



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 12, 2017
SUBJECT: Intergovernmental Agreement Between Adams County and Deer Trail Rural Fire Protection District for the Collection of Fire District Impact Fees
FROM: Kristin Sullivan, Director, Community and Economic Development Department
AGENCY/DEPARTMENT: Community and Economic Development Department
HEARD AT STUDY SESSION ON : August 15, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves an Intergovernmental Agreement between Adams County and Deer Trail Rural Fire Protection District for collection of Fire District Impact Fees

BACKGROUND:

Deer Trail Rural Fire Protection District is requesting to enter into an Intergovernmental Agreement (IGA) with the County for collection of Fire District Impact fees from new development. On June 6, 2016, the Colorado Legislature passed a bill to authorize local governments to confer with Fire and Emergency Service Providers within local government jurisdictions to collect impact fees from new development. In accordance with the new law, the impact fee must be directly related to the impacts of new development, and must be used for defraying the impacts of such new development on the provision of fire and emergency services. In addition, the fee cannot be imposed to remedy any deficiency in capital facilities that exists without the proposed new development. The fee must be used for capital projects only.

Since the passage of the bill, the ten fire districts that provide services to unincorporated Adams County have worked together with County staff to identify potential processes for collecting the fees between the County and the fire districts. As part of the process, a majority of the districts completed studies to identify the costs and impacts of new development and recommended impact fees for each of their districts. Both the County and districts agreed that a study was necessary to determine the potential impacts. Overall, eight of the districts that provide fire protection in the County have completed studies to support their proposed fees for their district (See Exhibit B for study and summary of all studies). The districts also agreed to enter into identical IGA documents for adoption by the Board of County Commissioners (See Exhibit C).

As part of this process, Deer Trail Rural Fire Protection District is proposing three categories of impact fees and an IGA. The specific fees are summarized below:

Deer Trail Rural Fire Protection District Fees:

Type of Development	Proposed Fee
Single-Family	\$2,250 per home
Multi-Family	\$2,250 per unit
Non-Residential	\$1.28 per sq.ft

Regarding the collection of the fees, the District is proposing to collect the fees directly. The processes for collecting the fees are described in the attached IGA to this report (See Exhibit C). In the IGA, a developer and the District will sign an impact fee form and the developer will provide the form with their development application to the County. The County will then notify the District to collect the fee prior to final approval of a building permit, when all outstanding review requirements have been completed. The County will not issue a building permit until it obtains notification from the Fire District of the payment of the impact fees. However, the District shall be solely responsible for collecting the fees, and accounts for all such fees. Also, as part of the IGA, the District can terminate its IGA with the County by giving a 30-day notice. The County can also do the same. The IGA requires the District to update its fees every seven years. Once the fees are updated, the District is required to submit the proposed fees to the County for review and adoption.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development
County Attorney's Office

ATTACHED DOCUMENTS:

Exhibit A- Resolution
Exhibit B-Impact Fee Study and Summary of All Studies
Exhibit C- Proposed Intergovernmental Agreement

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Exhibit A

**RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF ADAMS COUNTY AND THE
DEER TRAIL FIRE PROTECTION DISTRICT FOR COLLECTION OF FIRE
DISTRICT IMPACT FEES**

RESOLUTION 2017-

WHEREAS, C.R.S. § 29-20-102 to 104.5 (SB 15) authorizes local governments to confer with Fire Districts and Emergency Service Providers within local government jurisdictions to collect impact fees from new developments; and

WHEREAS, Adams County and Deer Trail Fire District are authorized to set forth a Fee Schedule reasonably calculated to compensate Deer Trail Fire District for impact of a new development or defraying the impact of such development on the District Facilities; and

WHEREAS, the Board of County Commissioners and Deer Trail Fire District will review the Fee Schedule and make adjustments in September of each year and adopt such fees in January of each year; and

WHEREAS, the Board of County Commissioners will review, and Deer Trail Fire District will review and update, the Fee Schedule every seven years.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement with Deer Trail Fire District for collection of Fire District Impact Fee, a copy of which is attached hereto and incorporated herein by this reference, be approved.

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



Deer Trail Rural Fire Protection District Impact Fee Study

Draft Report

September 7, 2017

Deer Trail Rural Fire Protection District Impact Fee Study

Prepared for:

Deer Trail Rural Fire Protection District
488 First Ave
Deer Trail, CO 80809

Prepared by:

BBC Research & Consulting
1999 Broadway, Suite 2200
Denver, Colorado 80202-9750
303.321.2547 fax 303.399.0448
www.bbcresearch.com
bbc@bbcresearch.com



Table of Contents

I. Impact Fee Design Considerations

Background and Objectives.....	I-1
Impact Fee Design Requirements.....	I-1
Fee Applicability	I-3
Other Fee Design Considerations.....	I-1

II. Impact Fee Calculations

Deer Trail Rural FPD Budget Overview.....	II-1
Impact Fee Calculations.....	II-2
Summary and Recommendations	II-5

SECTION I.

Impact Fee Design Considerations

This report presents the analysis underlying calculation of proportional development impact fees for the Deer Trail Rural Fire Protection District (the District). This section describes fee design requirements and various implementation considerations.

Background and Objectives

The Deer Trail Rural Fire Protection District was organized to provide fire protection and emergency medical services to the Town of Deer Trail as well as portions of Adams, Arapahoe and Elbert Counties. The District operates out of a single station and serves approximately 450 households and 250,000 square feet of commercial development, along with large tracts of agricultural and rural land.

In the 2016 legislative session, the Colorado General Assembly passed House Bill 16-1088 explicitly authorizing fire protection districts, with consent of local governments, to impose an impact fee on new development. After this legislative action by the state, the District contracted BBC Research & Consulting to calculate proportional and defensible fees, which when implemented will provide assurance to the community that new growth is paying its own way and contributing to the fiscal health of the District.

This report documents BBC's analysis and recommendations for designing and implementing an impact fee system that would recover the proportional capital costs associated with all forms of new development.

Impact Fee Design Requirements

There is no universally accepted definition of impact fees, but most studies emphasize the fee's one time use; application to new development; design requirements for proportionality; and restricted use for infrastructure expansion purposes only:

"Fees collected through a set schedule or formula, spelled out in a local ordinance....fees are levied only against new development projects as a condition of permit approval to fund infrastructure needed to serve the proposed development. Impact fees are calculated to cover the proportionate share of the capital costs for that infrastructure...¹"

The key requirements of impact fee design are set by Colorado Statute and a series of United States Supreme Court rulings.

¹Juergensmeyer, Julian C., and Thomas E. Roberts. Land Use Planning and Development Regulatory Law. St. Paul, MN: WestGroup, 2003; and ImpactFees.com, Duncan Associates, 20 February 2008.

Colorado requirements. Colorado statutes enable the use of impact fees and dictate the following fee requirements:

- Impact fees are a one-time payment levied on new development;
- Funds can only be used for growth-related capital infrastructure projects;
 - Applicable infrastructure must have at least a five year life;
 - No funds can be diverted for operations, maintenance, repair or facility replacement purposes;
- Fee revenues must be segregated from other general revenues and used for the purposes for which they were collected;
- Fees must be imposed on all forms of development and cannot be limited to one type of land use;
- Impact fee revenues must be used for capital infrastructure expansion. No funds can be used for correction of existing system deficiencies; and
- There must be a reasonable expectation of benefit by the fee payer.

U.S. Supreme Court decisions. Impact fee design must also respect broad guidance offered by a series of United States Supreme Court rulings. The two most notable court decisions that speak to impact fee design and constraints on fee use are often referred to as *Nollan*² and *Dolan*³.

Guidance from these decisions requires that there be an "essential nexus" between the exaction/fee and the state interest being advanced by that exaction. In the more recent *Dolan v. City of Tigard* (1994) decision, the U.S. Supreme Court held that in addition to an essential nexus, there must be a "rough proportionality" between the proposed exactions and the project impacts that the exactions are intended to mitigate. In *Dolan*, the court further states that rough proportionality need not be derived with mathematical exactitude but must demonstrate some relationship to the specific impact of the subject project:

"We think a term such as 'rough proportionality' best encapsulates what we hold to be the requirements of the Fifth Amendment. No precise mathematical calculation is required, but the city must make some sort of individualized determination that the required dedication is related both in nature and extent to the impact of the proposed development."

Over the past two decades since *Dolan*, many communities have imposed impact fees; thus, there now is a broad set of common practices when considering how best to reflect these judicial and statutory requirements in fee design efforts.

² Nollan v. California Coastal Commission, 483 U.S. 82; 1987 and Dolan v. City of Tigard (1994) 114S.Ct. 2309.

³ Dolan v. City of Tigard (1994) 114S.Ct. 2309

Fee Applicability

As noted above, impact fee revenues can only be used to cover the expansion costs of public infrastructure needed to serve new development and fee amounts can only be set to recover the cost infrastructure expansion that is proportional to the needs of the new project.

Public infrastructure. *Public or capital infrastructure* is the physical component of public services, generally including buildings, facilities and related improvements, such as parking, lighting, ball fields or other support facilities. Capital infrastructure includes streets, parks, administrative facilities, specialized fire or police buildings, and developed recreation facilities. Under Colorado statute infrastructure can include all equipment that has at least a five-year lifetime. It does not include personnel or any element of service costs even in circumstances where new staff is required to operate the new facilities.

Nature of infrastructure investments. In considering fee requirements, it should be noted that not all capital infrastructure costs are associated with community growth or with the expansion of facility capacity. Most communities make frequent infrastructure investments regardless of growth pressures for repair and replacement of facilities. Communities considering impact fees must recognize three elements of infrastructure needs:

- **Repair and replacement of facilities.** The expense of maintaining current facilities, such as annual building maintenance, or replacing a roof.
- **Betterment of facilities.** Implementation of new services or improvement of existing facilities (e.g., adding better training equipment at a recreation center) without increasing service capacity.
- **Expansion of facilities.** e.g., expanding an existing city hall to accommodate growing personnel requirements occurring in association with community growth.

Impact fees can only cover those infrastructure costs associated with the expansion of facilities to serve the needs of new growth.

Other Fee Design Considerations

Over time a reasonable consensus has emerged as to how best to assure fee compliance with state statute and federal court dictates. In order to develop fees, there are three basic components: definition of community standards; calculation of proportional attribution to new growth and attribution of infrastructure needs across all major land uses. These issues and their resolution for this analysis are discussed below.

Setting community standards. The first fee design issue involves determining appropriate capital standards for each category of infrastructure. Some states' enabling legislation describes capital standard criteria with specificity; for instance, Idaho requires that a city use an endorsed capital improvements schedule and then a process of attribution between growth related and other investments—Colorado does not have this same detailed guidance. Facility standards, such as library space per household or recreation facilities per household, can vary widely between communities; thus, it is not appropriate to use standards developed for other towns, or standards applied nationally.

Calculation methodology. There are two common methodologies employed in order to meet the standards described above, the current service standard (capital buy-in) and the capital improvement (plan-based):

- Typically, the buy-in fee design process involves documenting the replacement value of specific capital facilities and qualified equipment used for each category of infrastructure, and then defining that level of investment as the city’s capital standard. For instance, a city of 2,500 homes with a 20,000 square foot recreation center (capital replacement value of \$5.0 million) would have a recreation center standard of 8 square feet per housing unit (20,000 sq. ft./2,500 homes = 8 sq. ft. per home). At \$250/square foot (replacement value of equivalent space), each existing residence would have an embedded recreational investment of \$2,000 per home. This would be the community’s present facility standard and this is what each new unit could be charged as a “buy-in” amount for a recreational impact fee.
- In the plan-based fee methodology, the cost of new infrastructure is allocated to new growth in proportion to that growth’s anticipated demand of the infrastructure. This forward looking approach requires forecasts of households and commercial growth and detailed data on capital expansion plans. For infrastructure to be eligible for inclusion in the impact fee calculation, it must meet the requirement that only items with a useful life of five years or more are designated a fee-eligible capital asset, per CRS 29-20-104.5.⁴ Any improvements used to address current service deficiencies or increase the level of service cannot be included in the fee calculation—in other words, the fee calculations must take into account the current level of service and exclude any elements of the plan that would result in a higher level of service.

BBC used the capital buy-in approach to calculate the impact fees presented in this report. This decision was mutually agreed upon by BBC and the District as it provides the most accurate and robust fee calculation methodology given all available information.

Adjustments for debt. Since facility standards are defined by a community’s demonstrated investment in infrastructure, calculations of community standards must recognize, and net out, any applicable debt. Debt service will be paid by all future residents—new and old; it’s not appropriate to charge new development a front end impact fee and then charge the same development again, after becoming residents or property owners, requiring them to also pay the remaining equity and interest costs. All capital infrastructure amounts used in the fee calculations are free of any debt financed components.

Fee design cost-recovery. The cost of this study can be recovered through fees and used to reimburse the general fund. Fee design costs have been included in the District’s infrastructure valuation.

Proportionality. As part of the fee design process it is necessary to ensure that fees only cover the proportional expansion costs caused by new development. The state statutes and

⁴ Impact Fee Enabling Statute: *CRS 29-20-104.5. Local Government Regulation of Land Use.*

aforementioned court decisions require a demonstration of proportionality. In this instance, by using existing infrastructure and service population, then requiring new development to pay fees at an amount scaled by the current level of service, proportionality is reasonably and fairly derived.

Allocation by land use. The courts have indicated that all forms of development that have facility impacts (residential, industrial and commercial) must pay their fair share of expansion costs. If one land use is exempted from fees all other land uses have no reasonable expectation of seeing facility expansion completed. Quantification of current residential, commercial, industrial and related non-residential land uses is obtained from the county assessor's data.

Use specificity. Impact fee systems vary in how precisely they differentiate between varying forms and size of residential development and varying uses of commercial buildings. Detailed non-residential use or other specificity is merited when there is there is compelling evidence that use or size variations reflect substantive difference in the demand for public services. The proposed fee structure for the District incorporates a three-tiered structure that differentiates between single family and multifamily residential units and designates all commercial/industrial use as a single category assessed by the square foot.

Redevelopment/credits. Application of impact fees raises a series of questions about how to approve redevelopment of existing properties and the circumstances under which fees can be waived or adjusted. The redevelopment of a residence, even a complete demolition and home reconstruction, does not mean an increase in public service costs—it is still one residential unit with little or no implications for service delivery costs or capital needs. Redevelopment of larger lots with multiple homes would be assessed a fee based on the number of net new residences. Similarly, non-residential redevelopment will only be charged on the basis of net new space.

Waivers. The District should not waive impact fees unless the fund is reimbursed from other sources such as the general fund or the developer/owner is making other contributions to system expansion by other mechanisms that meet or exceed the calculated requirements.

Timing. Generally impact fees are collected either at the time of building permit or at the issuance of a certificate of occupancy. BBC recommends the District collect impact fees at the time of building permit, which allows the District more time to extend service.

Updating. Fees should be updated periodically; most communities update fees every five years. Inflationary adjustments are recommended on an annual basis.

SECTION II.

Impact Fee Calculations

This section documents the derivation of impact fees for the District.

Deer Trail Rural FPD Budget Overview

The 2017 Budget indicates the District will collect revenues of approximately \$220,479 this year. Property taxes, generated from a 7.032 mill levy on assessed property values, account for 70 percent of the District's projected revenues. The District is expected to incur expenditures of \$287,950.

The District currently funds capital improvements through their General Fund. In 2017 \$55,000 will be contributed to capital expenses (i.e. building, equipment, radios, vehicles) from the General Fund.

Additional property tax and specific ownership tax revenue from new growth will not likely be sufficient to fund the required level of growth-related capital expansion. Instead, these revenues are likely to be expended for ongoing District expenses and repair and replacement of existing infrastructure as they are currently. This is particularly important given the possible decline property tax revenues based on the results of the 2017-2018 Residential Assessment Rate Study which suggests lowering the residential property tax assessment rate in compliance with the Gallagher Amendment.

If the District chooses to assess impact fees of the type calculated later in this analysis, it would retain an independent and equitable source of revenue for capital expenditures required to serve new growth. Without impact fees, the District will likely have to increase property taxes district-wide, reduce service standards for all taxpayers, or do both in order to accommodate growth once the Capital Improvement Fund balance is exhausted.

With impact fees, new development pays only their equitable pro rata share of new infrastructure required to serve them while existing taxpayers will not subsidize growth. At the same time, the District's capital and operating funds will be reserved for fiscally appropriate, non-growth related uses.

Impact Fee Calculations

BBC's methodology for the District impact fee includes the following tasks:

1. Quantify the fire infrastructure standards and investments needed to maintain the current level of service;
2. Develop estimates of the District's current land use pattern; and
3. Calculate the fire protection infrastructure costs per unit of development (per household, or per square foot of commercial development).

Fire infrastructure. A conservative method of establishing the District's current level of service for fire protection is to quantify its financial investment in infrastructure and capital equipment. Specifically, the district has four types of capital infrastructure related spending that should be included in a calculation of current infrastructure investment:

- Land and buildings including the single District station;
- Major apparatus such as fire engines and specialized vehicles;
- A variety of life-saving and fire-fighting apparatus located at the fire station or on pieces of equipment;
- The cost of this impact fee study.

Figure II-1 on the following page presents the District's current capital infrastructure. Replacement values are based on information provided by the District, including a detailed description of the District's capital assets from OneBeacon Insurance.

As discussed earlier in this report, only the District's equity share of assets can be included in the impact fee calculation (i.e., debt used to finance fire stations or vehicle must be excluded).⁵ Presently, the District does not have any capital or equipment leases.

The full cost of infrastructure acquired specifically for fighting wildfires is also typically excluded from the total value used for the fee calculation. Additional residential or commercial development in the district will not directly contribute to capital requirements of fighting wildland fires. Therefore, the fee system should not replicate wildfire-specific infrastructure investments. The District property tax or other revenue sources will maintain the wild land fire standard of service.

The District currently has a 2005 Ford Brush Truck, that does respond to wildfires. However, the Brush Truck is fully equipped for structure and paramedic calls and also responds to all in-town calls. Since the Brush Truck is used to provide service to development (not just vacant land) in the District, BBC included the value of the truck in the impact fee calculation.

⁵ See Section I page 5 for an explanation of debt adjustments.

The total replacement value of the District’s current capital infrastructure eligible to be included in the impact fee calculation is approximately \$1.34 million.

**Figure II-1.
Deer Trail Rural Fire Protection District’s Current Assets**

Type of Capital Infrastructure	Total Replacement Value	Portion to Include in Impact Fees ⁽¹⁾ ₍₂₎	Allocated Replacement Value ⁽³⁾
Buildings and Land			
Station - 488 First Ave	\$412,500	100%	\$412,500
Vehicles			
1990 International Pumper	\$150,000	100%	\$150,000
1990 Pierce Pumper	\$85,000	100%	\$85,000
1999 Ford Ambulance	\$80,000	100%	\$80,000
2003 Chevy Tahoe	\$33,622	100%	\$33,622
2005 Ford Brush Truck	\$141,200	100%	\$141,200
2010 International Tender	\$250,000	100%	\$250,000
Fire Equipment and Business Property			
Portable Equipment	\$172,800	100%	\$172,800
Fee Study			
Cost of study	\$10,000	100%	\$10,000
Total Value of Fire Infrastructure for Fee Calculation			\$1,335,122

Note: (1) Reflects District’s equity in each piece of capital infrastructure, net of any outstanding debt.
(2) Equipment used exclusively for brush fire response and/or antique show vehicles are excluded from the impact fee calculation.
(3) District equity multiplied by replacement value equals allocated replacement value.

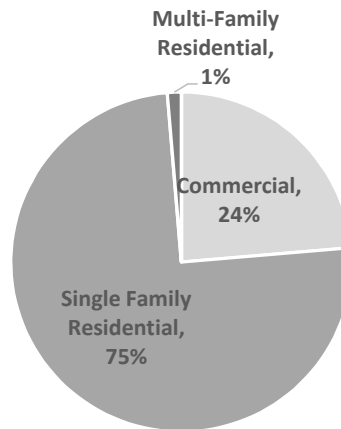
Source: Deer Trail Rural Fire Protection District, OneBeacon Insurance Inventory and BBC Research & Consulting.

Current development pattern. This report utilizes the current distribution of development in the District as a basis for allocating certain infrastructure expansion costs over different types of land uses. It is consistent with the Colorado Municipal League’s recommendation that cost allocation be based on a measure of land use.

The distribution of commercial and residential building square footage is set forth in Figure II-2, based on data from the Adams, Arapahoe, and Elbert County Assessors. The District is 76 percent residential development and 24 percent nonresidential (i.e., commercial and industrial) development. The vast majority of residential development is comprised of single family homes.

Figure II-2.
Distribution of Commercial and Residential Square Footage, 2017

Source:
Adams County, Arapahoe County, and Elbert County
Assessors and BBC Research & Consulting.



Impact fee calculation. Figure II-3 uses the District’s current service standards and infrastructure replication costs to determine appropriate household and commercial fees. The District’s existing land use pattern is used as a reasonable proxy for the assignment of costs to particular types of development.

Full cost-recovery impact fees for the District, total \$2,250 per residential dwelling unit.
Nonresidential fees total \$1.28 per square foot.

These fees do reflect the full cost recovery of marginal development in the District but are higher than impact fees calculated for other nearby fire protection districts. BBC recently calculated fees for other Districts in Adams County that range from \$422 to \$1,226 per unit for residential and \$0.30 to \$0.61 per square foot for nonresidential.

The District’s fees are higher due to two primary factors. First, the District requires significant capital assets to provide adequate service to a large service area. Second, the total cost of these assets is then distributed among relatively few homes and commercial land uses due to the rural nature of the District. These combined factors result in each home and nonresidential use supporting a larger share of a large asset pool, compared to smaller district with higher population densities.

The District can choose to charge less than this amount, but discounts must be uniformly applied to all land use categories.

**Figure II-3.
Fire Impact Fees**

Source:
BBC Research & Consulting, 2017.

Calculation of Impact Fees	
Value of Fire Infrastructure	\$1,335,122
Current Land Use Distribution	
Nonresidential	23.6%
Residential	76.4%
Costs by Land Use Category	
Nonresidential	\$315,756
Residential	\$1,019,366
Existing Development	
Nonresidential (in square feet)	247,517
Residential (in dwelling units)	453
Impact Fee by Land Use	
Nonresidential (per square foot)	\$1.28
Residential (per dwelling unit)	\$2,250

Summary and Recommendations

In light of the Deer Trail Rural Fire Protection District’s expected growth, and its lack of a sustainable method to finance resulting capital expenditures absent fee revenue, impact fees are recommended for your consideration.

The fees listed in Figure II-3 should be considered maximum defensible amounts, although it is recognized that the District may choose not to adopt fees as high as the maximum defensible amounts set forth in this analysis.

We also offer the following recommendations for your consideration:

- The District should maintain the Impact Fee Fund separate and apart from the General Fund, withdrawn only to pay for growth-related infrastructure.
- The District should adhere to a written policy governing its expenditure of monies from the Impact Fee Fund. The Fund should be prohibited from paying for District operational expenses including the repair and replacement of existing infrastructure not necessitated by growth. In cases when new infrastructure is expected to partially replace existing capacity and to partially serve new growth, cost sharing between the General Fund and Impact Fee Fund should be allowed on a pro rata basis as determined by the District’s board.
- The fees calculated in this study should be updated periodically as the District invests in additional fire protection infrastructure beyond what is listed in Figure II-1, and/or the District’s population or inventory of commercial square footage change significantly.
- The fees should be updated annually based on established inflation indices, such as the Consumer Price Index or the Engineering News Record.
- Finally, consider a fee amount that balances infrastructure needs with economic development goals.

Summary of Impact Fees from all Districts:

Fire District	Current Study	Proposed IGA	Impact Fee (Single-Family)	Impact Fee (Multi- Family)	Impact Fee (Non- Residential)
Adams County Fire Protection	Yes	Yes	\$422	\$275	\$0.30 per sq.ft
Bennett Fire	Yes	Yes	\$1,500	\$1500	\$0.72 per sq.ft
Brighton Fire	Yes	Yes	\$688	\$550	\$0.46 per sq.ft (commercial/ret ail) \$0.06 per sq.ft (industrial/ware house)
Byers Fire	-	-	-	-	-
Deer Trail Fire	Yes	Yes	\$2,250	\$2,250	\$1.28 per sq.ft
North Metro Fire	Yes	Yes	\$557	\$436	\$0.38 per sq.ft (commercial/ retail/office/inst itutional) \$0.05 per sq.ft (industrial/flex)
Sable Altura	Yes	Yes	\$679	\$679	\$0.47 per sq.ft
South Adams County	Yes	Yes	\$732	\$337	\$0.46 per sq.ft
Southeast Weld	-	-	-	-	-
Strasburg Fire	Yes	Yes	\$824	\$526	\$0.53 per sq.ft

**INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT,
COLLECTION, AND REMITTANCE OF EMERGENCY SERVICES IMPACT FEES**

This INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT, COLLECTION, AND REMITTANCE OF EMERGENCY SERVICES IMPACT FEES ("*Agreement*") is entered into by and between Adams County ("*County*") and the Deer Trail Rural Fire Protection District ("*District*"). The County and the District are referred to collectively as the "*Parties*" or individually as a "*Party*".

RECITALS

WHEREAS, the County is a political subdivision of the State of Colorado ("*State*"), and the District is a political subdivision of the State organized pursuant to the Special District Act, C.R.S. § 32-1-101, *et seq.*;

WHEREAS, the District was organized to provide fire protection, rescue, and emergency services (collectively, "*Emergency Services*"), as well as other services including fire suppression, public education, hazardous materials, emergency medical, and ambulance services, to the citizens and property within its jurisdiction, and to individuals passing through its jurisdiction, either directly or through third-party providers;

WHEREAS, pursuant to §32-1-1002(1)(d.5), the District has authority to receive and spend impact fees or other similar development charges imposed pursuant to the provisions described in §29-20-104.5, C.R.S.;

WHEREAS, the District obtained an Impact Fee Study dated September 7, 2017 to evaluate the nexus between new development within the District's jurisdictional boundaries and the projected impact that such development has on the District's Capital Facilities ("*Nexus Study*"). The Nexus Study recommended an Impact Fee schedule for both residential and non-residential development at a level no greater than necessary to defray the impacts of new development on the District's Capital Facilities ("*Impact Fee Schedule*");

WHEREAS, on _____, 20__, the District's Board of Directors ("*Board*") adopted a Resolution approving the Impact Fee Schedule recommended by the Nexus Study. A copy of the approved Impact Fee Schedule is attached as *Attachment 1*; and,

WHEREAS, in accordance with C.R.S. § 29-20-104.5(2)(c), the Parties desire to enter into this Agreement to define the District Impact Fee, and the details of assessment, collection, and remittance, all in accordance with the requirements of C.R.S. § 29-20-104.5 ("*Act*").

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Definitions. In addition to the definitions provided elsewhere in this Agreement, the terms "*Development Permit*" and "*Capital Facility(ies)*" shall be defined as provided in Sections 29-20-103(1) and 29-20-104.5(4), C.R.S., respectively, including any amendments thereto.

2. Establishment of District Impact Fee.

a. The County agrees to impose an impact fee on new development that currently is located within both the County and the District, or that in the future becomes located within the County and the District, in accordance with the Impact Fee Schedule attached as *Attachment 1*, subject to inflation as set forth herein ("*District Impact Fee*"). The District Impact Fee shall be imposed on all new development for which a Development Permit application is submitted to the County on or after January 1, 2018. On

December 31 of each year to be effective for any District Impact Fees collected beginning on January 1 of the following year, the fees set forth in the attached Impact Fee Schedule (or any Updated Impact Fee Schedule as defined below) shall automatically be adjusted by the increase, if any, in the Denver-Boulder-Greeley Consumer Price Index for All Urban Consumers (CPI-U) over the preceding year.

b. The District will update the Nexus Study no less frequently than every seven years ("*Updated Nexus Study*"). If the Updated Nexus Study recommends any changes to the Impact Fee Schedule, then by September 1 of the then-current calendar year, the District Board shall, after considering such recommendations, adopt a Resolution approving an updated Impact Fee Schedule at a level no greater than necessary to defray the impacts of new development on the District's Capital Facilities ("*Updated Impact Fee Schedule*"). On or before September 10 of the then-current calendar year, the District shall submit to the County a copy of: (i) the Updated Impact Fee Schedule; (ii) the Resolution approving the Updated Impact Fee Schedule; and, (iii) the Updated Nexus Study. Unless the County objects to the Updated Impact Fee Schedule in accordance with Section 5 below, a copy of the Updated Impact Fee Schedule shall be effective January 1 of the following calendar year.

3. Procedures for Assessment, Collection, and Remittance.

a. As part of its Development Permit application process, the County shall require the developer of any proposed new development within the District's jurisdictional boundaries to confer with the District regarding whether, under the Impact Fee Schedule (or any Updated Impact Fee Schedule), a District Impact Fee is owed and, if owed, the amount of the District Impact Fee. The developer and the District may mutually determine whether an in-kind contribution will be made by the developer to the District in lieu of paying all or any portion a District Impact Fee ("*In-Kind Contribution*"). The developer and the District shall sign an Impact Fee Form that is substantially the same as the form attached as Attachment 2, stating one of the following: (i) a District Impact Fee is not owed; (ii) a District Impact Fee is owed and the amount of the District Impact Fee; or, (iii) the developer will make an In-Kind Contribution as described in the Impact Fee Form.

b. The developer shall submit the signed Impact Fee Form with the other documentation required by the County as part of the Development Permit application process.

c. The County shall promptly notify the District of the County's final decision on whether to grant or deny the Development Permit application. If the County denies the Development Permit application, the developer shall not be required to pay a District Impact Fee or make an In-Kind Contribution to the District. If the County grants the application and issues a Development Permit, the Development Permit shall require the developer to pay the District Impact Fee or to make the In-Kind Contribution to the District.

d. The District shall be solely responsible for collecting any District Impact Fee owed by the developer, or receiving the In-Kind Contribution from the developer, if applicable. The County shall have no responsibility for collecting any District Impact Fee owed by any developer or ensuring a developer makes any In-Kind Contribution to the District. The District shall promptly notify the County when it has collected the District Impact Fee or accepted the In-Kind Contribution from the developer, and the County shall not issue any building permit in connection with the new development until it has received such notification from the District. For purposes of this paragraph 3(d), if an In-Kind Contribution to be made by the developer constitutes construction of improvements, or the conveyance of any apparatus, equipment, or real property, then "acceptance" shall mean a written agreement between the District and the developer for such construction or conveyance.

e. No developer shall be required to provide any site-specific dedication or improvement to meet the same need for Capital Facilities for which the District Impact Fee is imposed, and no District Impact Fee shall be imposed on a developer if the developer already is required to pay an impact fee or other similar

development charge for another Capital Facility used to provide similar Emergency Services, or if the developer has voluntarily contributed money for such other Capital Facility.

f. The District shall account for all District Impact Fees in accordance with Part 8 of Article 1 of Title 29, Colorado Revised Statutes.

g. Nothing contained in this Agreement shall invalidate any existing agreement for impact fees or development charges between the District and a developer to pay for Capital Facilities.

4. Effective Date and Term. This Agreement is effective as of the date the last Party signs this Agreement, and shall continue in effect until terminated in accordance with its terms.

5. Termination.

a. The Parties may at any time mutually agree in writing to terminate this Agreement.

b. The District may at any time terminate this Agreement upon 30 calendar days prior written notice to the County.

c. Within 30 calendar days of receiving an Updated Impact Fee Schedule and an Updated Nexus Study, the County may send the District written notice that it objects to the Updated Impact Fee Schedule. The Parties shall promptly meet to determine if they can agree upon a mutually acceptable Updated Impact Fee Schedule, or to continue the then-current Impact Fee Schedule. If the Parties are unable to agree upon a mutually acceptable Updated Impact Fee Schedule, or to continue the then-current Impact Fee Schedule, the County may terminate this Agreement upon 30 calendar days prior written notice to the District, and the County shall cease imposing the District Impact Fee as of the effective date this Agreement is terminated.

6. Default. If either Party defaults in its performance under this Agreement, the non-defaulting Party shall notify the defaulting Party of the default. The defaulting Party shall have the right to cure, or to make substantial efforts to cure, the default within 10 calendar days after the non-defaulting Party's notice of default is given. If the defaulting Party fails to cure, or to make substantial efforts to cure, the default within the 10 day period, the non-defaulting Party, at its option, may immediately terminate this Agreement or may elect to treat this Agreement as being in full force and effect. If the non-defaulting Party elects to treat this Agreement as being in full force and effect, then the non-defaulting Party shall have the right to bring an action for any remedy available to such Party in equity or at law.

7. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

8. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the matters covered by it, and supersedes any prior understanding or agreements, oral or written, with respect thereto.

9. Notices and Requests. Any notice permitted or required by this Agreement shall be in writing and shall be hand-delivered or sent by certified or registered mail, postage prepaid, return receipt requested, to the following addresses. Notices are effective upon receipt.

Adams County
Attn: CEDD, Director

Deer Trail Rural Fire Protection District
Attn: Fire Chief

10. Miscellaneous. Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the Adams County District Court. This Agreement may be amended only by a document signed by the Parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives and successors. Neither Party shall assign this Agreement. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. This Agreement may be executed in counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

ADAMS COUNTY, a political
Subdivision of the State of Colorado

DEER TRAIL RURAL FIRE PROTECTION DISTRICT, a political
subdivision of the State of Colorado

By: _____
Chair BoCC

By: _____
_____, Board President

Date: _____

Date: _____

ATTESTED:

_____, County Clerk

ATTESTED:

_____, Board Secretary

Attachment 1

DEER TRAIL RURAL FIRE PROTECTION DISTRICT
EMERGENCY SERVICES IMPACT FEE SCHEDULE
Effective January 1, 2018

Residential	
Unit Type	Fee Per Dwelling Unit
Single Family	\$2,250
Multifamily	\$2,250

Nonresidential	
Type	Fee Per Square Foot
Nonresidential	\$1.28

No individual landowner is required to provide any site specific dedication or improvement to meet the same need for capital facilities for which an impact fee is imposed pursuant to this schedule.

Attachment 2

**DEER TRAIL RURAL FIRE PROTECTION DISTRICT
IMPACT FEE FORM**

Developer Information			
Development Company		State of Incorporation	
Address			
Telephone		Fax	
Contact Person			
Name		Title	
Telephone		Cell Phone	
Email Address			
Development Information			
Name of Development		Location (Address or Cross Streets)	
Residential Units		Non-Residential Square Footage	
Single Units (\$__ per unit)		Commercial (\$__ per square foot)	
2+ Units (\$__ per unit)		Office/Industrial (\$__ per square foot)	
Manufactured Homes (\$__ per unit)		Industrial/Flex (\$__ per square foot)	
Impact Fee			
Check one: <input type="checkbox"/> No impact fee owed <u>or</u> <input type="checkbox"/> Impact fee owed in the amount of \$ _____			
If applicable: <input type="checkbox"/> An in-kind contribution will be made in lieu of paying all or a portion of an impact fee. Description of the in-kind contribution (attach additional information if necessary) and amount of impact fee off-set:			

The developer must submit this signed Impact Fee Form with the other documentation required by Adams County as part of its development permit application process. If the County denies the application, the developer is not required to pay the Impact Fee or make an In-Kind Contribution to the District. If the County grants the application and issues a development permit, the developer must pay the Impact Fee and/or make the In-Kind Contribution or enter into a written agreement with the District before the County will issue a building permit in connection with the development.

DEVELOPER:

DEER TRAIL RURAL FIRE PROTECTION DISTRICT:

By: _____
Date: _____

By: _____, Fire Chief
Date: _____



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 12, 2017
SUBJECT: Intergovernmental Agreement Between Adams County and North Metro Fire Rescue District for the Collection of Fire District Impact Fees
FROM: Kristin Sullivan, Director, Community and Economic Development Department
AGENCY/DEPARTMENT: Community and Economic Development Department
HEARD AT STUDY SESSION ON : August 15, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves an Intergovernmental Agreement between Adams County and the North Metro Fire Rescue District for collection of Fire District Impact Fees

BACKGROUND:

North Metro Fire Rescue District is requesting to enter into an Intergovernmental Agreement (IGA) with the County for collection of Fire District Impact fees from new development. On June 6, 2016, the Colorado Legislature passed a bill to authorize local governments to confer with Fire and Emergency Service Providers within local government jurisdictions to collect impact fees from new development. In accordance with the new law, the impact fee must be directly related to the impacts of new development, and must be used for defraying the impacts of such new development on the provision of fire and emergency services. In addition, the fee cannot be imposed to remedy any deficiency in capital facilities that exists without the proposed new development. The fee must be used for capital projects only.

Since the passage of the bill, the ten fire districts that provide services to unincorporated Adams County have worked together with County staff to identify potential processes for collecting the fees between the County and the fire districts. As part of the process, a majority of the districts completed studies to identify the costs and impacts of new development and recommended impact fees for each of their districts. Both the County and districts agreed that a study was necessary to determine the potential impacts. Overall, eight of the districts that provide fire protection in the County have completed studies to support their proposed fees for their district (See Exhibit B for study and summary of all studies). The districts also agreed to enter into identical IGA documents for adoption by the Board of County Commissioners (See Exhibit C).

As part of this process, North Metro Fire Rescue District is proposing three categories of impact fees and an IGA. The specific fees are summarized below:

North Metro Fire Protection District Fees:

Type of Development	Proposed Fee
Single-Family	\$557 per home
Multi-Family	\$436 per unit
Non-Residential (commercial/retail/office/inst)	\$0.38 per sq.ft
Industrial	\$0.05 per sq.ft

Regarding the collection of the fees, the District is proposing to collect the fees directly. The processes for collecting the fees are described in the attached IGA to this report (See Exhibit C). In the IGA, a developer and the District will sign an impact fee form and the developer will provide the form with their development application to the County. The County will then notify the District to collect the fee prior to final approval of a building permit, when all outstanding review requirements have been completed. The County will not issue a building permit until it obtains notification from the Fire District of the payment of the impact fees. However, the District shall be solely responsible for collecting the fees, and accounts for all such fees. Also, as part of the IGA, the District can terminate its IGA with the County by giving a 30-day notice. The County can also do the same. The IGA requires the District to update its fees every seven years. Once the fees are updated, the District is required to submit the proposed fees to the County for review and adoption.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development
County Attorney's Office

ATTACHED DOCUMENTS:

Exhibit A- Resolution
Exhibit B-Impact Fee Study and Summary of All Studies
Exhibit C- Proposed Intergovernmental Agreement

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Exhibit A

**RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF ADAMS COUNTY AND THE
NORTH METRO FIRE PROTECTION DISTRICT FOR COLLECTION OF FIRE
DISTRICT IMPACT FEES**

RESOLUTION 2017-

WHEREAS, C.R.S. § 29-20-102 to 104.5 (SB 15) authorizes local governments to confer with Fire Districts and Emergency Service Providers within local government jurisdictions to collect impact fees from new developments; and

WHEREAS, Adams County and North Metro Fire District are authorized to set forth a Fee Schedule reasonably calculated to compensate North Metro Fire District for impact of a new development or defraying the impact of such development on the District Facilities; and

WHEREAS, the Board of County Commissioners and North Metro Fire District will review the Fee Schedule and make adjustments in September of each year and adopt such fees in January of each year; and

WHEREAS, the Board of County Commissioners will review, and North Metro Fire District will review and update, the Fee Schedule every seven years.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement with North Metro Fire District for collection of Fire District Impact Fee, a copy of which is attached hereto and incorporated herein by this reference, be approved.

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



North Metro Fire Rescue District Impact Fee Study

FINAL REPORT

Final Report

November 8, 2017

North Metro Fire Rescue District Impact Fee Study

Prepared for:

North Metro Fire Rescue District
101 Spader Way
Broomfield, CO 80020

Prepared by:

BBC Research & Consulting
1999 Broadway, Suite 2200
Denver, Colorado 80202-9750
303.321.2547 fax 303.399.0448
www.bbcresearch.com
bbc@bbcresearch.com



Table of Contents

I. Impact Fee Design Considerations

Background and Objectives.....I-1
Impact Fee Design Requirements.....I-2
Fee ApplicabilityI-3
Other Fee Design Considerations.....I-4

II. Impact Fee Calculations

North Metro FRD Budget OverviewII-1
Impact Fee Calculations.....II-2
Summary and RecommendationsII-5

SECTION I.

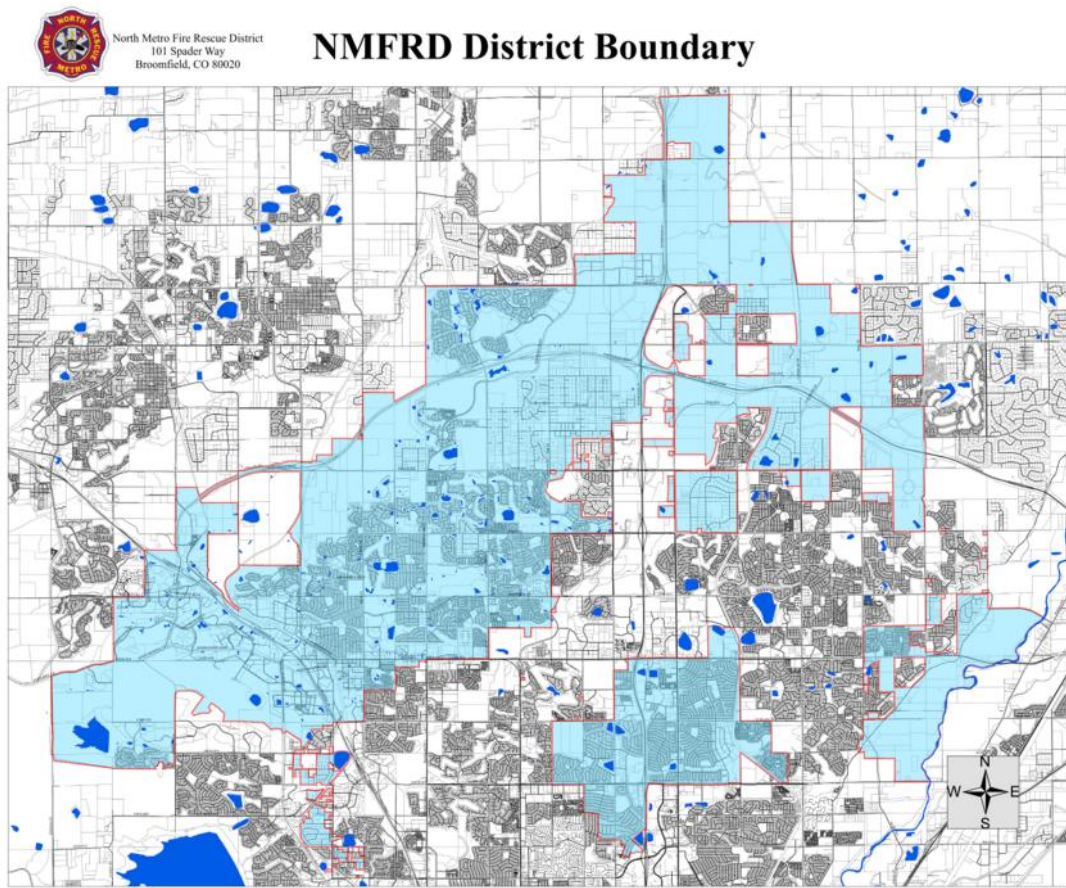
Impact Fee Design Considerations

This report presents the analysis underlying calculation of proportional development impact fees for the North Metro Fire Rescue District (NMFRD or the District). This section describes fee design requirements and various implementation considerations.

Background and Objectives

The NMFRD provides fire, rescue and emergency medical services as well as public education to a 63 square-mile area that includes the City and County of Broomfield, the City of Northglenn and unincorporated areas of Adams, Boulder, Jefferson and Weld counties. The District serves about 117,000 residents and responds to roughly 11,000 calls per year. Figure 1-1 shows the District's service area.

Figure I-1.
North Metro FRD Service Area



Source: North Metro FRD.

In the 2016 legislative session, the Colorado General Assembly passed House Bill 16-1088 explicitly authorizing fire protection districts, with consent of local governments, to impose an impact fee on new development. After this legislative action by the state, NMFRD contracted BBC Research & Consulting to calculate proportional and defensible fees, which when implemented will provide assurance to the community that new growth is paying its own way and contributing to the fiscal health of the District.

This report documents BBC's analysis and recommendations for designing and implementing an impact fee system that would recover the proportional capital costs associated with all forms of new development.

Impact Fee Design Requirements

There is no universally accepted definition of impact fees, but most studies emphasize the fee's one time use; application to new development; design requirements for proportionality; and restricted use for infrastructure expansion purposes only:

"Fees collected through a set schedule or formula, spelled out in a local ordinance...fees are levied only against new development projects as a condition of permit approval to fund infrastructure needed to serve the proposed development. Impact fees are calculated to cover the proportionate share of the capital costs for that infrastructure..."¹

The key requirements of impact fee design are set by Colorado Statute and a series of United States Supreme Court rulings.

Colorado requirements. Colorado statutes enable the use of impact fees and dictate the following fee requirements:

- Impact fees are a one-time payment levied on new development;
- Funds can only be used for growth-related capital infrastructure projects;
 - Applicable infrastructure must have at least a five year life;
 - No funds can be diverted for operations, maintenance, repair or facility replacement purposes;
- Fee revenues must be segregated from other general revenues and used for the purposes for which they were collected;
- Fees must be imposed on all forms of development and cannot be limited to one type of land use;
- Impact fee revenues must be used for capital infrastructure expansion. No funds can be used for correction of existing system deficiencies; and

¹Juergensmeyer, Julian C., and Thomas E. Roberts. Land Use Planning and Development Regulatory Law. St. Paul, MN: WestGroup, 2003; and ImpactFees.com, Duncan Associates, 20 February 2008.

- There must be a reasonable expectation of benefit by the fee payer.

U.S. Supreme Court decisions. Impact fee design must also respect broad guidance offered by a series of United States Supreme Court rulings. The two most notable court decisions that speak to impact fee design and constraints on fee use are often referred to as *Nollan*² and *Dolan*³.

Guidance from these decisions requires that there be an "essential nexus" between the exaction/fee and the state interest being advanced by that exaction. In the more recent *Dolan v. City of Tigard* (1994) decision, the U.S. Supreme Court held that in addition to an essential nexus, there must be a "rough proportionality" between the proposed exactions and the project impacts that the exactions are intended to mitigate. In *Dolan*, the court further states that rough proportionality need not be derived with mathematical exactitude but must demonstrate some relationship to the specific impact of the subject project:

"We think a term such as 'rough proportionality' best encapsulates what we hold to be the requirements of the Fifth Amendment. No precise mathematical calculation is required, but the city must make some sort of individualized determination that the required dedication is related both in nature and extent to the impact of the proposed development."

Over the past two decades since *Dolan*, many communities have imposed impact fees; thus, there now is a broad set of common practices when considering how best to reflect these judicial and statutory requirements in fee design efforts.

Fee Applicability

As noted above, impact fee revenues can only be used to cover the expansion costs of public infrastructure needed to serve new development and fee amounts can only be set to recover the cost infrastructure expansion that is proportional to the needs of the new project.

Public infrastructure. *Public or capital infrastructure* is the physical component of public services, generally including buildings, facilities and related improvements, such as parking, lighting, ball fields or other support facilities. Capital infrastructure includes streets, parks, administrative facilities, specialized fire or police buildings, and developed recreation facilities. Under Colorado statute infrastructure can include all equipment that has at least a five-year lifetime. It does not include personnel or any element of service costs even in circumstances where new staff is required to operate the new facilities.

Nature of infrastructure investments. In considering fee requirements, it should be noted that not all capital infrastructure costs are associated with community growth or with the expansion of facility capacity. Most communities make frequent infrastructure investments regardless of growth pressures for repair and replacement of facilities. Communities considering impact fees must recognize three elements of infrastructure needs:

² Nollan v. California Coastal Commission, 483 U.S. 82; 1987 and Dolan v. City of Tigard (1994) 114S.Ct. 2309.

³ Dolan v. City of Tigard (1994) 114S.Ct. 2309

- **Repair and replacement of facilities.** The expense of maintaining current facilities, such as annual building maintenance, or replacing a roof.
- **Betterment of facilities.** Implementation of new services or improvement of existing facilities (e.g., adding better training equipment at a recreation center) without increasing service capacity.
- **Expansion of facilities.** e.g., expanding an existing city hall to accommodate growing personnel requirements occurring in association with community growth.

Impact fees can only cover those infrastructure costs associated with the expansion of facilities to serve the needs of new growth.

Other Fee Design Considerations

Over time a reasonable consensus has emerged as to how best to assure fee compliance with state statute and federal court dictates. In order to develop fees, there are three basic components: definition of community standards; calculation of proportional attribution to new growth and attribution of infrastructure needs across all major land uses. These issues and their resolution for this analysis are discussed below.

Setting community standards. The first fee design issue involves determining appropriate capital standards for each category of infrastructure. Some states' enabling legislation describes capital standard criteria with specificity; for instance, Idaho requires that a city use an endorsed capital improvements schedule and then a process of attribution between growth related and other investments—Colorado does not have this same detailed guidance. Facility standards, such as library space per household or recreation facilities per household, can vary widely between communities; thus, it is not appropriate to use standards developed for other towns, or standards applied nationally.

Calculation methodology. There are two common methodologies employed in order to meet the standards described above, the current service standard (capital buy-in) and the capital improvement (plan-based):

- Typically, the buy-in fee design process involves documenting the replacement value of specific capital facilities and qualified equipment used for each category of infrastructure, and then defining that level of investment as the city's capital standard. For instance, a city of 2,500 homes with a 20,000 square foot recreation center (capital replacement value of \$5.0 million) would have a recreation center standard of 8 square feet per housing unit (20,000 sq. ft./2,500 homes = 8 sq. ft. per home). At \$250/square foot (replacement value of equivalent space), each existing residence would have an embedded recreational investment of \$2,000 per home. This would be the community's present facility standard and this is what each new unit could be charged as a "buy-in" amount for a recreational impact fee.
- In the plan-based fee methodology, the cost of new infrastructure is allocated to new growth in proportion to that growth's anticipated demand of the infrastructure. This forward looking approach requires forecasts of households and commercial growth and

detailed data on capital expansion plans. For infrastructure to be eligible for inclusion in the impact fee calculation, it must meet the requirement that only items with a useful life of five years or more are designated a fee-eligible capital asset, per CRS 29-20-104.5.⁴ Any improvements used to address current service deficiencies or increase the level of service cannot be included in the fee calculation—in other words, the fee calculations must take into account the current level of service and exclude any elements of the plan that would result in a higher level of service.

BBC used the capital buy-in approach to calculate the impact fees presented in this report. This decision was mutually agreed upon by BBC and the NMFRD as it provides the most accurate and robust fee calculation methodology given all available information.

Adjustments for debt. Since facility standards are defined by a community’s demonstrated investment in infrastructure, calculations of community standards must recognize, and net out, any applicable debt. Debt service will be paid by all future residents—new and old; it’s not appropriate to charge new development a front end impact fee and then charge the same development again, after becoming residents or property owners, requiring them to also pay the remaining equity and interest costs. All capital infrastructure amounts used in the fee calculations are free of any debt financed components.

Fee design cost-recovery. The cost of this study can be recovered through fees and used to reimburse the general fund. Fee design costs have been included in the District’s infrastructure valuation.

Proportionality. As part of the fee design process it is necessary to ensure that fees only cover the proportional expansion costs caused by new development. The state statutes and aforementioned court decisions require a demonstration of proportionality. In this instance, by using existing infrastructure and service population, then requiring new development to pay fees at an amount scaled by the current level of service, proportionality is reasonably and fairly derived.

Allocation by land use. The courts have indicated that all forms of development that have facility impacts (residential, industrial and commercial) must pay their fair share of expansion costs. If one land use is exempted from fees all other land uses have no reasonable expectation of seeing facility expansion completed. Quantification of current residential, commercial, industrial and related non-residential land uses is obtained from the county assessor’s data.

Use specificity. Impact fee systems vary in how precisely they differentiate between varying forms and size of residential development and varying uses of commercial buildings. Detailed non-residential use or other specificity is merited when there is there is compelling evidence that use or size variations reflect substantive difference in the demand for public services. The proposed fee structure for NMFRD incorporates a four-tiered structure that assesses single family residential by unit, multifamily residential by unit, industrial facilities by the square foot and all other commercial by the square foot.

⁴ Impact Fee Enabling Statute: *CRS 29-20-104.5. Local Government Regulation of Land Use.*

Redevelopment/credits. Application of impact fees raises a series of questions about how to approve redevelopment of existing properties and the circumstances under which fees can be waived or adjusted. The redevelopment of a residence, even a complete demolition and home reconstruction, does not mean an increase in public service costs—it is still one residential unit with little or no implications for service delivery costs or capital needs. Redevelopment of larger lots with multiple homes would be assessed a fee based on the number of net new residences. Similarly, non-residential redevelopment will only be charged on the basis of net new space.

Waivers. The District should not waive impact fees unless the fund is reimbursed from other sources such as the general fund or the developer/owner is making other contributions to system expansion by other mechanisms that meet or exceed the calculated requirements.

Timing. Generally impact fees are collected either at the time of building permit or at the issuance of a certificate of occupancy. BBC recommends the District collect impact fees at the time of building permit, which allows the District more time to extend service.

Updating. Fees should be updated periodically; most communities update fees every five years. Inflationary adjustments are recommended on an annual basis.

SECTION II.

Impact Fee Calculations

This section documents the derivation of impact fees for NMFRD.

North Metro FRD Budget Overview

The 2017 NMFRD Budget indicates the District will collect revenues of approximately \$26.4 million this year. Property taxes, generated from a 13.226 mill levy on assessed property values, along with specific ownership taxes account for 87 percent of the District's projected revenues. The SFPD is expected to incur operating and maintenance expenditures of \$23.0 million before transferring any revenue to the Capital Improvement Fund.

The District currently funds capital investments through their Capital Improvement Fund, which is funded almost exclusively through budget transfers from the General Fund. Capital expenditures expected for 2017 total \$4.7 million and include exhaust removal systems in one station, brush truck purchase, staff vehicle purchase, replacement of all cardiac monitors, bunker gear purchases, computer equipment and software purchases and the remodeling of one station.

In 2014, voters passed a Mill Levy increase to be used for "providing firefighters essential safety gear and communications equipment, such as air packs and radios, replacing aging response vehicles and repairing fire stations to address critical safety hazards." This mill increase, while necessary to maintain existing service standards and address routine maintenance and replacement needs, is not designed to recover additional capital expansion needs related to new growth within the District.

Additional property tax and specific ownership tax revenue from new growth will not likely be sufficient to fund the required level of growth-related capital expansion. Instead, these revenues are likely to be expended for ongoing District expenses and repair and replacement of existing infrastructure as they are currently.

If NMFRD chooses to implement impact fees of the type calculated later in this analysis, it would retain an independent and equitable source of revenue for capital expenditures required to serve new growth. Without impact fees, the District will likely have to increase property taxes district-wide, reduce service standards for all taxpayers, or do both in order to accommodate growth once the Capital Improvement Fund balance is exhausted.

With impact fees, new development pays only their equitable pro rata share of new infrastructure required to serve them while existing taxpayers will not subsidize growth. At the same time, the District's capital and operating funds will be reserved for fiscally appropriate, non-growth related uses.

Impact Fee Calculations

BBC's methodology for NMFRD impact fee includes the following tasks:

1. Quantify the fire infrastructure standards and investments needed to maintain the current level of service;
2. Account for outstanding debt, net-out of District total replacement value;
3. Develop estimates of the District's current service demand by development type (based on calls for service); and
4. Calculate the fire protection infrastructure costs per unit of development (per household, or per square foot of commercial development).

Fire infrastructure. A conservative method of establishing the District's current level of service for fire protection is to quantify its financial investment in infrastructure and capital equipment. Specifically, NMFRD has five types of capital infrastructure related spending that should be included in a calculation of current infrastructure investment:

- Land and buildings including eight stations, a fire training center and headquarter facility;
- Major apparatus such as fire engines and specialized vehicles located at each station;
- Radios, computers and specialized communication equipment;
- A variety of life-saving and fire-fighting apparatus located at individual fire stations or on pieces of equipment; and
- The cost of this impact fee study.

Figure II-1 on the following page presents the District's current capital infrastructure by type. Replacement values are based on information provided by NMFRD, including a detailed description of the District's capital assets from Colorado Special Districts Property and Liability Pool; fixed asset costs and depreciated values; and planned capital investments.

As discussed earlier in this report, only the District's equity share of assets can be included in the impact fee calculation; debt used to finance fire stations, vehicles and/or other equipment must be excluded.⁵ Presently, the District has \$25.7 million in outstanding debt as described below:

- 1) Certificates of Participation issued to fund Station 66, a portion of the Training Center, and a new fire engine (principal balance due as of 12/31/16 is 6,295,000); and

⁵ See Section I page 5 for an explanation of debt adjustments.

- 2) General Obligation Bonds issued for Station 67, 68, portion of the Training Center, Fleet Maintenance facility and the District Headquarters facility (principal balance due as of 12/31/16 is \$19,365,000).

All outstanding debt is excluded from the impact fee calculation, as shown by the “Debt Deduction” line item in Figure II-1.

The full cost of infrastructure acquired specifically for fighting wildfires is also excluded from the total value used for the fee calculation. Additional residential or commercial development in the district will not directly contribute to capital requirements of fighting wildland fires. Therefore, the fee system should not replicate wildfire-specific infrastructure investments. NMFRD property tax or other revenue sources will maintain the wild land fire standard of service. Accordingly, the three Brush Trucks used exclusively for wildfires are not included in the impact fee calculations (shown as 0% “portion to include in impact fees” in Figure II-1).

The total replacement value of the District’s current capital infrastructure eligible to be included in the impact fee calculation is approximately \$33 million.

**Figure II-1.
North Metro Fire
Rescue District’s
Current Assets**

Note:

(1) Equipment used exclusively for brush fire response and/or antique show vehicles are excluded from the impact fee calculation.

(2) Portion to include in Impact Fees multiplied by replacement value equals allocated replacement value..

Source:

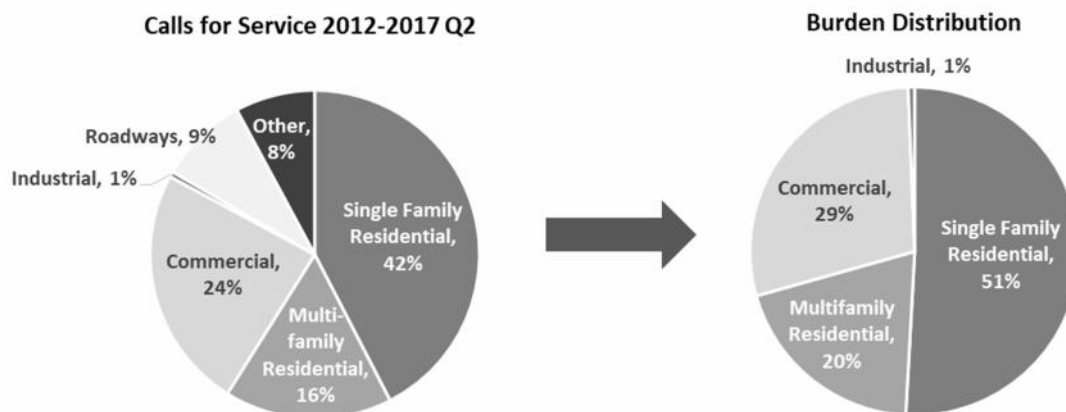
North Metro Fire Rescue District, Colorado Special Districts Property & Liability Pool Insurance Inventory and BBC Research & Consulting.

Type of Capital Infrastructure	Total Replacement Value	Portion to Include in Impact Fees ⁽¹⁾	Allocated Replacement Value ⁽²⁾
Buildings and Land			
Fire Training Center/Fire Station #68	\$20,034,294	100%	\$20,034,294
Headquarters	\$5,885,777	100%	\$5,885,777
Fire Station #61	\$2,091,942	100%	\$2,091,942
Fire Station #62	\$3,933,723	100%	\$3,933,723
Fire Station #63	\$1,300,393	100%	\$1,300,393
Fire Station #64	\$2,220,476	100%	\$2,220,476
Fire Station #65 (Jeffco Airport)	\$1,599,752	100%	\$1,599,752
Fire Station #66	\$3,938,652	100%	\$3,938,652
Fire Station #67	\$4,235,845	100%	\$4,235,845
Vehicles			
Fire & Rescue	\$6,979,418	100%	\$6,979,418
Brush Trucks	\$238,323	0%	\$0
Other Vehicles	\$903,639	100%	\$903,639
Fire Equipment and Business Property			
Radios	\$2,230,901	100%	\$2,230,901
Computers	\$327,674	100%	\$327,674
Fire-fighting equipment	\$3,241,858	100%	\$3,241,858
Fee Study			
Cost of study	\$10,000	100%	\$10,000
Debt Deduction			
Outstanding debt on assets	(\$25,660,000)	100%	(\$25,660,000)
Total Value of Fire Infrastructure for Fee Calculation			\$33,274,344

Demand for services by land use. Demand for services is not always equal across different land uses. BBC used existing calls for fire and EMS service as a proxy for demand in the fee calculations. In order to mitigate operational “busy-ness” (year-to-year fluctuations), BBC evaluated five and a half years (2012 through 2017 Q2) of call data to determine the average distribution. Figure II-2 displays NMFRD’s calls for service by land use category. Calls classified as “Roadways” and/or “Other” cannot be attributed to a specific land use and are excluded from the impact fee calculation model.

Over the five-year period, there were over 53,000 calls for service to NMFRD. After calls that cannot be classified by land use are excluded, 51 percent were to single family residential units, 20 percent were to multi-family residential developments, 29 percent were to commercial developments and 1 percent were to industrial developments.

Figure II-3.
Calls for Service (2012-2017 Q2) and Burden Distribution for Impact Fee Calculation



Note: Roadways and Other categories cannot be assigned to development type and are therefore excluded from the impact fee calculation.
 Source: NMFRD and BBC Research & Consulting.

Impact fee calculation. Figure II-3 uses the District’s current service standards and infrastructure replication costs to determine appropriate household and commercial fees. The District’s calls for service by location category is used as a reasonable proxy for the assignment of costs to particular types of development.

Full cost-recovery impact fees for NMFRD, total \$557 per single family residential dwelling unit and \$436 per multifamily dwelling unit. Commercial fees total \$0.38 per square foot and industrial fees total \$.05 per square foot. The District can choose to charge less than this amount but discounts must be uniformly applied to all land use categories.

**Figure II-3.
North Metro FRD Full Cost-
Recovery Impact Fees**

Source:
BBC Research & Consulting, 2017.

Calculation of Impact Fees	
Value of Fire Infrastructure	\$33,274,344
Burden Distribution (based on calls for service)	
Single family Residential	50.8%
Multifamily Residential	19.7%
Commercial	28.7%
Industrial	0.8%
Costs by Category	
Single family Residential	\$16,909,934
Multifamily Residential	\$6,565,898
Commercial	\$9,548,075
Industrial	\$250,436
Existing Development	
Residential (in dwelling units)	45,434
Single family (in dwelling units)	30,376
Multifamily (in dwelling units)	15,058
Commercial (per square foot)	25,049,314
Industrial (per square foot)	4,680,561
Impact Fee by Land Use	
Single family (per dwelling unit)	\$557
Multifamily (per dwelling unit)	\$436
Commercial (per square foot)	\$0.38
Industrial (per square foot)	\$0.05

Summary and Recommendations

In light of the North Metro Fire Rescue District’s expected growth, and its lack of a sustainable method to finance resulting capital expenditures absent fee revenue, impact fees are recommended for your consideration.

The fees listed in Figure II-3 should be considered maximum defensible amounts, although it is recognized that the District may choose not to adopt fees as high as the maximum defensible amounts set forth in this analysis.

We also offer the following recommendations for your consideration:

- The District should maintain the Impact Fee Fund separate and apart from the General Fund, withdrawn only to pay for growth-related infrastructure.
- The District should adhere to a written policy governing its expenditure of monies from the Impact Fee Fund. The Fund should be prohibited from paying for District operational expenses including the repair and replacement of existing infrastructure not necessitated by growth. In cases when new infrastructure is expected to partially replace existing capacity and to partially serve new growth, cost sharing between the General Fund and Impact Fee Fund should be allowed on a pro rata basis as determined by the District’s board.

- The fees calculated in this study should be updated periodically as the District invests in additional fire protection infrastructure beyond what is listed in Figure II-1, and/or the District's population or inventory of commercial square footage change significantly.
- The fees should be updated annually based on established inflation indices, such as the Consumer Price Index or the Engineering News Record.
- Finally, consider a fee amount that balances infrastructure needs with economic development goals.

Summary of Impact Fees from all Districts:

Fire District	Current Study	Proposed IGA	Impact Fee (Single-Family)	Impact Fee (Multi- Family)	Impact Fee (Non- Residential)
Adams County Fire Protection	Yes	Yes	\$422	\$275	\$0.30 per sq.ft
Bennett Fire	Yes	Yes	\$1,500	\$1500	\$0.72 per sq.ft
Brighton Fire	Yes	Yes	\$688	\$550	\$0.46 per sq.ft (commercial/ret ail) \$0.06 per sq.ft (industrial/ware house)
Byers Fire	-	-	-	-	-
Deer Trail Fire	Yes	Yes	\$2,250	\$2,250	\$1.28 per sg.ft
North Metro Fire	Yes	Yes	\$557	\$436	\$0.38 per sq.ft (commercial/ retail/office/inst itutional) \$0.05 per sq.ft (industrial/flex)
Sable Altura	Yes	Yes	\$679	\$679	\$0.47 per sq.ft
South Adams County	Yes	Yes	\$732	\$337	\$0.46 per sq.ft
Southeast Weld	-	-	-	-	-
Strasburg Fire	Yes	Yes	\$824	\$526	\$0.53 per sq.ft

**INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT,
COLLECTION, AND REMITTANCE OF EMERGENCY SERVICES IMPACT FEES**

This INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT, COLLECTION, AND REMITTANCE OF EMERGENCY SERVICES IMPACT FEES ("*Agreement*") is entered into by and between Adams County ("*County*") and the North Metro Fire Protection District ("*District*"). The County and the District are referred to collectively as the "*Parties*" or individually as a "*Party*".

RECITALS

WHEREAS, the County is a political subdivision of the State of Colorado ("*State*"), and the District is a political subdivision of the State organized pursuant to the Special District Act, C.R.S. § 32-1-101, *et seq.*;

WHEREAS, the District was organized to provide fire protection, rescue, and emergency services (collectively, "*Emergency Services*"), as well as other services including fire suppression, public education, hazardous materials, emergency medical, and ambulance services, to the citizens and property within its jurisdiction, and to individuals passing through its jurisdiction, either directly or through third-party providers;

WHEREAS, pursuant to §32-1-1002(1)(d.5), the District has authority to receive and spend impact fees or other similar development charges imposed pursuant to the provisions described in §29-20-104.5, C.R.S.;

WHEREAS, the District obtained an Impact Fee Study dated November 8, 2017 to evaluate the nexus between new development within the District's jurisdictional boundaries and the projected impact that such development has on the District's Capital Facilities ("*Nexus Study*"). The Nexus Study recommended an Impact Fee schedule for both residential and non-residential development at a level no greater than necessary to defray the impacts of new development on the District's Capital Facilities ("*Impact Fee Schedule*");

WHEREAS, on _____, 20__, the District's Board of Directors ("*Board*") adopted a Resolution approving the Impact Fee Schedule recommended by the Nexus Study. A copy of the approved Impact Fee Schedule is attached as *Attachment 1*; and,

WHEREAS, in accordance with C.R.S. § 29-20-104.5(2)(c), the Parties desire to enter into this Agreement to define the District Impact Fee, and the details of assessment, collection, and remittance, all in accordance with the requirements of C.R.S. § 29-20-104.5 ("*Act*").

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Definitions. In addition to the definitions provided elsewhere in this Agreement, the terms "*Development Permit*" and "*Capital Facility(ies)*" shall be defined as provided in Sections 29-20-103(1) and 29-20-104.5(4), C.R.S., respectively, including any amendments thereto.

2. Establishment of District Impact Fee.

a. The County agrees to impose an impact fee on new development that currently is located within both the County and the District, or that in the future becomes located within the County and the District, in accordance with the Impact Fee Schedule attached as *Attachment 1*, subject to inflation as set forth herein ("*District Impact Fee*"). The District Impact Fee shall be imposed on all new development for which a Development Permit application is submitted to the County on or after January 1, 2018. On

December 31 of each year to be effective for any District Impact Fees collected beginning on January 1 of the following year, the fees set forth in the attached Impact Fee Schedule (or any Updated Impact Fee Schedule as defined below) shall automatically be adjusted by the increase, if any, in the Denver-Boulder-Greeley Consumer Price Index for All Urban Consumers (CPI-U) over the preceding year.

b. The District will update the Nexus Study no less frequently than every seven years ("**Updated Nexus Study**"). If the Updated Nexus Study recommends any changes to the Impact Fee Schedule, then by September 1 of the then-current calendar year, the District Board shall, after considering such recommendations, adopt a Resolution approving an updated Impact Fee Schedule at a level no greater than necessary to defray the impacts of new development on the District's Capital Facilities ("**Updated Impact Fee Schedule**"). On or before September 10 of the then-current calendar year, the District shall submit to the County a copy of: (i) the Updated Impact Fee Schedule; (ii) the Resolution approving the Updated Impact Fee Schedule; and, (iii) the Updated Nexus Study. Unless the County objects to the Updated Impact Fee Schedule in accordance with Section 5 below, a copy of the Updated Impact Fee Schedule shall be effective January 1 of the following calendar year.

3. Procedures for Assessment, Collection, and Remittance.

a. As part of its Development Permit application process, the County shall require the developer of any proposed new development within the District's jurisdictional boundaries to confer with the District regarding whether, under the Impact Fee Schedule (or any Updated Impact Fee Schedule), a District Impact Fee is owed and, if owed, the amount of the District Impact Fee. The developer and the District may mutually determine whether an in-kind contribution will be made by the developer to the District in lieu of paying all or any portion a District Impact Fee ("**In-Kind Contribution**"). The developer and the District shall sign an Impact Fee Form that is substantially the same as the form attached as **Attachment 2**, stating one of the following: (i) a District Impact Fee is not owed; (ii) a District Impact Fee is owed and the amount of the District Impact Fee; or, (iii) the developer will make an In-Kind Contribution as described in the Impact Fee Form.

b. The developer shall submit the signed Impact Fee Form with the other documentation required by the County as part of the Development Permit application process.

c. The County shall promptly notify the District of the County's final decision on whether to grant or deny the Development Permit application. If the County denies the Development Permit application, the developer shall not be required to pay a District Impact Fee or make an In-Kind Contribution to the District. If the County grants the application and issues a Development Permit, the Development Permit shall require the developer to pay the District Impact Fee or to make the In-Kind Contribution to the District.

d. The District shall be solely responsible for collecting any District Impact Fee owed by the developer, or receiving the In-Kind Contribution from the developer, if applicable. The County shall have no responsibility for collecting any District Impact Fee owed by any developer or ensuring a developer makes any In-Kind Contribution to the District. The District shall promptly notify the County when it has collected the District Impact Fee or accepted the In-Kind Contribution from the developer, and the County shall not issue any building permit in connection with the new development until it has received such notification from the District. For purposes of this paragraph 3(d), if an In-Kind Contribution to be made by the developer constitutes construction of improvements, or the conveyance of any apparatus, equipment, or real property, then "acceptance" shall mean a written agreement between the District and the developer for such construction or conveyance.

e. No developer shall be required to provide any site-specific dedication or improvement to meet the same need for Capital Facilities for which the District Impact Fee is imposed, and no District Impact Fee shall be imposed on a developer if the developer already is required to pay an impact fee or other similar

development charge for another Capital Facility used to provide similar Emergency Services, or if the developer has voluntarily contributed money for such other Capital Facility.

f. The District shall account for all District Impact Fees in accordance with Part 8 of Article 1 of Title 29, Colorado Revised Statutes.

g. Nothing contained in this Agreement shall invalidate any existing agreement for impact fees or development charges between the District and a developer to pay for Capital Facilities.

4. Effective Date and Term. This Agreement is effective as of the date the last Party signs this Agreement, and shall continue in effect until terminated in accordance with its terms.

5. Termination.

a. The Parties may at any time mutually agree in writing to terminate this Agreement.

b. The District may at any time terminate this Agreement upon 30 calendar days prior written notice to the County.

c. Within 30 calendar days of receiving an Updated Impact Fee Schedule and an Updated Nexus Study, the County may send the District written notice that it objects to the Updated Impact Fee Schedule. The Parties shall promptly meet to determine if they can agree upon a mutually acceptable Updated Impact Fee Schedule, or to continue the then-current Impact Fee Schedule. If the Parties are unable to agree upon a mutually acceptable Updated Impact Fee Schedule, or to continue the then-current Impact Fee Schedule, the County may terminate this Agreement upon 30 calendar days prior written notice to the District, and the County shall cease imposing the District Impact Fee as of the effective date this Agreement is terminated.

6. Default. If either Party defaults in its performance under this Agreement, the non-defaulting Party shall notify the defaulting Party of the default. The defaulting Party shall have the right to cure, or to make substantial efforts to cure, the default within 10 calendar days after the non-defaulting Party's notice of default is given. If the defaulting Party fails to cure, or to make substantial efforts to cure, the default within the 10 day period, the non-defaulting Party, at its option, may immediately terminate this Agreement or may elect to treat this Agreement as being in full force and effect. If the non-defaulting Party elects to treat this Agreement as being in full force and effect, then the non-defaulting Party shall have the right to bring an action for any remedy available to such Party in equity or at law.

7. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

8. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the matters covered by it, and supersedes any prior understanding or agreements, oral or written, with respect thereto.

9. Notices and Requests. Any notice permitted or required by this Agreement shall be in writing and shall be hand-delivered or sent by certified or registered mail, postage prepaid, return receipt requested, to the following addresses. Notices are effective upon receipt.

Adams County
Attn: CEDD, Director

North Metro Fire Protection District
Attn: Fire Chief

Attachment 1

NORTH METRO FIRE PROTECTION DISTRICT
EMERGENCY SERVICES IMPACT FEE SCHEDULE
Effective January 1, 2018

Residential	
Unit Type	Fee Per Dwelling Unit
Single Family	\$557
Multifamily	\$436

Nonresidential	
Type	Fee Per Square Foot
Nonresidential	\$0.38
Commercial/Retail/Office/Inst/Industrial	\$0.05

No individual

landowner is required to provide any site specific dedication or improvement to meet the same need for capital facilities for which an impact fee is imposed pursuant to this schedule.

Attachment 2

**NORTH METRO FIRE PROTECTION DISTRICT
IMPACT FEE FORM**

Developer Information			
Development Company		State of Incorporation	
Address			
Telephone		Fax	
Contact Person			
Name		Title	
Telephone		Cell Phone	
Email Address			
Development Information			
Name of Development		Location (Address or Cross Streets)	
Residential Units		Non-Residential Square Footage	
Single Units (\$__ per unit)		Commercial (\$__ per square foot)	
2+ Units (\$__ per unit)		Office/Industrial (\$__ per square foot)	
Manufactured Homes (\$__ per unit)		Industrial/Flex (\$__ per square foot)	
Impact Fee			
Check one: <input type="checkbox"/> No impact fee owed <u>or</u> <input type="checkbox"/> Impact fee owed in the amount of \$_____			
If applicable: <input type="checkbox"/> An in-kind contribution will be made in lieu of paying all or a portion of an impact fee. Description of the in-kind contribution (attach additional information if necessary) and amount of impact fee off-set:			

The developer must submit this signed Impact Fee Form with the other documentation required by Adams County as part of its development permit application process. If the County denies the application, the developer is not required to pay the Impact Fee or make an In-Kind Contribution to the District. If the County grants the application and issues a development permit, the developer must pay the Impact Fee and/or make the In-Kind Contribution or enter into a written agreement with the District before the County will issue a building permit in connection with the development.

DEVELOPER:

NORTH METRO FIRE PROTECTION DISTRICT:

By: _____
Date: _____

By: _____, Fire Chief
Date: _____



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 12, 2017
SUBJECT: Intergovernmental Agreement Between Adams County and Sable Altura Fire Protection District for the Collection of Fire District Impact Fees
FROM: Kristin Sullivan, Director, Community and Economic Development Department
AGENCY/DEPARTMENT: Community and Economic Development Department
HEARD AT STUDY SESSION ON : August 15, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves an Intergovernmental Agreement between Adams County and the Sable Altura Fire Protection District for collection of Fire District Impact Fees

BACKGROUND:

Sable Altura Fire Protection District is requesting to enter into an Intergovernmental Agreement (IGA) with the County for collection of Fire District Impact fees from new development. On June 6, 2016, the Colorado Legislature passed a bill to authorize local governments to confer with Fire and Emergency Service Providers within local government jurisdictions to collect impact fees from new development. In accordance with the new law, the impact fee must be directly related to the impacts of new development, and must be used for defraying the impacts of such new development on the provision of fire and emergency services. In addition, the fee cannot be imposed to remedy any deficiency in capital facilities that exists without the proposed new development. The fee must be used for capital projects only.

Since the passage of the bill, the ten fire districts that provide services to unincorporated Adams County have worked together with County staff to identify potential processes for collecting the fees between the County and the fire districts. As part of the process, a majority of the districts completed studies to identify the costs and impacts of new development and recommended impact fees for each of their districts. Both the County and districts agreed that a study was necessary to determine the potential impacts. Overall, eight of the districts that provide fire protection in the County have completed studies to support their proposed fees for their district (See Exhibit B for study and summary of all studies). The districts also agreed to enter into identical IGA documents for adoption by the Board of County Commissioners (See Exhibit C).

As part of this process, Sable Altura Fire Protection District is proposing three categories of impact fees and an IGA. The specific fees are summarized below:

Sable Altura Fire Protection District Fees:

Type of Development	Proposed Fee
Single-Family	\$679 per home
Multi-Family	\$679 per unit
Non-Residential	\$0.47 per sq.ft

Regarding the collection of the fees, the District is proposing to collect the fees directly. The processes for collecting the fees are described in the attached IGA to this report (See Exhibit C). In the IGA, a developer and the District will sign an impact fee form and the developer will provide the form with their development application to the County. The County will then notify the District to collect the fee prior to final approval of a building permit, when all outstanding review requirements have been completed. The County will not issue a building permit until it obtains notification from the Fire District of the payment of the impact fees. However, the District shall be solely responsible for collecting the fees, and accounts for all such fees. Also, as part of the IGA, the District can terminate its IGA with the County by giving a 30-day notice. The County can also do the same. The IGA requires the District to update its fees every seven years. Once the fees are updated, the District is required to submit the proposed fees to the County for review and adoption.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development
County Attorney's Office

ATTACHED DOCUMENTS:

Exhibit A- Resolution
Exhibit B-Impact Fee Study and Summary of All Studies
Exhibit C- Proposed Intergovernmental Agreement

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

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

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

Additional Note:

Exhibit A

**RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF ADAMS COUNTY AND THE
SABLE ALTURA FIRE PROTECTION DISTRICT FOR COLLECTION OF FIRE
DISTRICT IMPACT FEES**

RESOLUTION 2017-

WHEREAS, C.R.S. § 29-20-102 to 104.5 (SB 15) authorizes local governments to confer with Fire Districts and Emergency Service Providers within local government jurisdictions to collect impact fees from new developments; and

WHEREAS, Adams County and Sable Altura Fire District are authorized to set forth a Fee Schedule reasonably calculated to compensate Sable Altura Fire District for impact of a new development or defraying the impact of such development on the District Facilities; and

WHEREAS, the Board of County Commissioners and Sable Altura Fire District will review the Fee Schedule and make adjustments in September of each year and adopt such fees in January of each year; and

WHEREAS, the Board of County Commissioners will review, and Sable Altura Fire District will review and update, the Fee Schedule every seven years.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement with Sable Altura Fire District for collection of Fire District Impact Fee, a copy of which is attached hereto and incorporated herein by this reference, be approved.

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



Sable Altura Fire Protection District Impact Fee Study

Final Report

July 26, 2017

Sable Altura Fire Protection District Impact Fee Study

Prepared for:

Sable Altura Fire Protection District
26900 East Colfax Ave #52
Aurora, CO 80018

Prepared by:

BBC Research & Consulting
1999 Broadway, Suite 2200
Denver, Colorado 80202-9750
303.321.2547 fax 303.399.0448
www.bbcresearch.com
bbc@bbcresearch.com



Table of Contents

I. Impact Fee Design Considerations

Background and Objectives.....I-1
Impact Fee Design Requirements.....I-2
Fee ApplicabilityI-3
Other Fee Design Considerations.....I-3

II. Impact Fee Calculations

Sable Altura FPD Budget OverviewII-1
Impact Fee Calculations.....II-1
Summary and RecommendationsII-5

SECTION I.

Impact Fee Design Considerations

This report presents the analysis underlying calculation of proportional development impact fees for the Sable Altura Fire Protection District (the District). This section describes fee design requirements and various implementation considerations.

Background and Objectives

The District was formed in 1963 to provide fire prevention, fire suppression, rescue and emergency medical services to property within its service area. The District's service area is located in Adams and Arapahoe Counties.

In the 2016 legislative session, the Colorado General Assembly passed House Bill 16-1088 explicitly authorizing fire protection districts, with consent of local governments, to impose an impact fee on new development. After this legislative action by the state, the District contracted BBC Research & Consulting to calculate proportional and defensible fees, which when implemented will provide assurance to the community that new growth is paying its own way and contributing to the fiscal health of the District.

This report documents BBC's analysis and recommendations for designing and implementing an impact fee system that would recover the proportional capital costs associated with all forms of new development.

Impact Fee Design Requirements

There is no universally accepted definition of impact fees, but most studies emphasize the fee's one time use; application to new development; design requirements for proportionality; and restricted use for infrastructure expansion purposes only:

"Fees collected through a set schedule or formula, spelled out in a local ordinance....fees are levied only against new development projects as a condition of permit approval to fund infrastructure needed to serve the proposed development. Impact fees are calculated to cover the proportionate share of the capital costs for that infrastructure..."¹

The key requirements of impact fee design are set by Colorado Statute and a series of United States Supreme Court rulings.

¹Juergensmeyer, Julian C., and Thomas E. Roberts. Land Use Planning and Development Regulatory Law. St. Paul, MN: WestGroup, 2003; and ImpactFees.com, Duncan Associates, 20 February 2008.

Colorado requirements. Colorado statutes enable the use of impact fees and dictate the following fee requirements:

- Impact fees are a one-time payment levied on new development;
- Funds can only be used for growth-related capital infrastructure projects;
 - Applicable infrastructure must have at least a five year life;
 - No funds can be diverted for operations, maintenance, repair or facility replacement purposes;
- Fee revenues must be segregated from other general revenues and used for the purposes for which they were collected;
- Fees must be imposed on all forms of development and cannot be limited to one type of land use;
- Impact fee revenues must be used for capital infrastructure expansion. No funds can be used for correction of existing system deficiencies; and
- There must be a reasonable expectation of benefit by the fee payer.

U.S. Supreme Court decisions. Impact fee design must also respect broad guidance offered by a series of United States Supreme Court rulings. The two most notable court decisions that speak to impact fee design and constraints on fee use are often referred to as *Nollan*² and *Dolan*³.

Guidance from these decisions requires that there be an "essential nexus" between the exaction/fee and the state interest being advanced by that exaction. In the more recent *Dolan v. City of Tigard* (1994) decision, the U.S. Supreme Court held that in addition to an essential nexus, there must be a "rough proportionality" between the proposed exactions and the project impacts that the exactions are intended to mitigate. In *Dolan*, the court further states that rough proportionality need not be derived with mathematical exactitude but must demonstrate some relationship to the specific impact of the subject project:

"We think a term such as 'rough proportionality' best encapsulates what we hold to be the requirements of the Fifth Amendment. No precise mathematical calculation is required, but the city must make some sort of individualized determination that the required dedication is related both in nature and extent to the impact of the proposed development."

Over the past two decades since *Dolan*, many communities have imposed impact fees; thus, there now is a broad set of common practices when considering how best to reflect these judicial and statutory requirements in fee design efforts.

² Nollan v. California Coastal Commission, 483 U.S. 82; 1987 and Dolan v. City of Tigard (1994) 114S.Ct. 2309.

³ Dolan v. City of Tigard (1994) 114S.Ct. 2309

Fee Applicability

As noted above, impact fee revenues can only be used to cover the expansion costs of public infrastructure needed to serve new development and fee amounts can only be set to recover the cost infrastructure expansion that is proportional to the needs of the new project.

Public infrastructure. *Public or capital infrastructure* is the physical component of public services, generally including buildings, facilities and related improvements, such as parking, lighting, ball fields or other support facilities. Capital infrastructure includes streets, parks, administrative facilities, specialized fire or police buildings, and developed recreation facilities. Under Colorado statute infrastructure can include all equipment that has at least a five-year lifetime. It does not include personnel or any element of service costs even in circumstances where new staff is required to operate the new facilities.

Nature of infrastructure investments. In considering fee requirements, it should be noted that not all capital infrastructure costs are associated with community growth or with the expansion of facility capacity. Most communities make frequent infrastructure investments regardless of growth pressures for repair and replacement of facilities. Communities considering impact fees must recognize three elements of infrastructure needs:

- **Repair and replacement of facilities.** The expense of maintaining current facilities, such as annual building maintenance, or replacing a roof.
- **Betterment of facilities.** Implementation of new services or improvement of existing facilities (e.g., adding better training equipment at a recreation center) without increasing service capacity.
- **Expansion of facilities.** e.g., expanding an existing city hall to accommodate growing personnel requirements occurring in association with community growth.

Impact fees can only cover those infrastructure costs associated with the expansion of facilities to serve the needs of new growth.

Other Fee Design Considerations

Over time a reasonable consensus has emerged as to how best to assure fee compliance with state statute and federal court dictates. In order to develop fees, there are three basic components: definition of community standards; calculation of proportional attribution to new growth and attribution of infrastructure needs across all major land uses. These issues and their resolution for this analysis are discussed below.

Setting community standards. The first fee design issue involves determining appropriate capital standards for each category of infrastructure. Some states' enabling legislation describes capital standard criteria with specificity; for instance, Idaho requires that a city use an endorsed capital improvements schedule and then a process of attribution between growth related and other investments—Colorado does not have this same detailed guidance. Facility standards, such as library space per household or recreation facilities per household, can vary widely between

communities; thus, it is not appropriate to use standards developed for other towns, or standards applied nationally.

Calculation methodology. There are two common methodologies employed in order to meet the standards described above, the current service standard (capital buy-in) and the capital improvement (plan-based):

- Typically, the buy-in fee design process involves documenting the replacement value of specific capital facilities and qualified equipment used for each category of infrastructure, and then defining that level of investment as the city's capital standard. For instance, a city of 2,500 homes with a 20,000 square foot recreation center (capital replacement value of \$5.0 million) would have a recreation center standard of 8 square feet per housing unit (20,000 sq. ft./2,500 homes = 8 sq. ft. per home). At \$250/square foot (replacement value of equivalent space), each existing residence would have an embedded recreational investment of \$2,000 per home. This would be the community's present facility standard and this is what each new unit could be charged as a "buy-in" amount for a recreational impact fee.
- In the plan-based fee methodology, the cost of new infrastructure is allocated to new growth in proportion to that growth's anticipated demand of the infrastructure. This forward looking approach requires forecasts of households and commercial growth and detailed data on capital expansion plans. For infrastructure to be eligible for inclusion in the impact fee calculation, it must meet the requirement that only items with a useful life of five years or more are designated a fee-eligible capital asset, per CRS 29-20-104.5.⁴ Any improvements used to address current service deficiencies or increase the level of service cannot be included in the fee calculation—in other words, the fee calculations must take into account the current level of service and exclude any elements of the plan that would result in a higher level of service.

BBC used the capital buy-in approach to calculate the impact fees presented in this report. This decision was mutually agreed upon by BBC and the District as it provides the most accurate and robust fee calculation methodology given all available information.

Adjustments for debt. Since facility standards are defined by a community's demonstrated investment in infrastructure, calculations of community standards must recognize, and net out, any applicable debt. Debt service will be paid by all future residents—new and old; it's not appropriate to charge new development a front end impact fee and then charge the same development again, after becoming residents or property owners, requiring them to also pay the remaining equity and interest costs. All capital infrastructure amounts used in the fee calculations are free of any debt financed components.

Fee design cost-recovery. The cost of this study can be recovered through fees and used to reimburse the general fund. Fee design costs have been included in the District's infrastructure valuation.

⁴ Impact Fee Enabling Statute: *CRS 29-20-104.5. Local Government Regulation of Land Use.*

Proportionality. As part of the fee design process it is necessary to ensure that fees only cover the proportional expansion costs caused by new development. The state statutes and aforementioned court decisions require a demonstration of proportionality. In this instance, by using existing infrastructure and service population, then requiring new development to pay fees at an amount scaled by the current level of service, proportionality is reasonably and fairly derived.

Allocation by land use. The courts have indicated that all forms of development that have facility impacts (residential, industrial and commercial) must pay their fair share of expansion costs. If one land use is exempted from fees all other land uses have no reasonable expectation of seeing facility expansion completed. Quantification of current residential, commercial, industrial and related non-residential land uses is obtained from the county assessor's data.

Use specificity. Impact fee systems vary in how precisely they differentiate between varying forms and size of residential development and varying uses of commercial buildings. Detailed non-residential use or other specificity is merited when there is compelling evidence that use or size variations reflect substantive difference in the demand for public services. The proposed fee structure for the District incorporates a two-tiered structure that differentiates between residential units and designates all commercial/industrial use as a single category assessed by the square foot.

Redevelopment/credits. Application of impact fees raises a series of questions about how to approve redevelopment of existing properties and the circumstances under which fees can be waived or adjusted. The redevelopment of a residence, even a complete demolition and home reconstruction, does not mean an increase in public service costs—it is still one residential unit with little or no implications for service delivery costs or capital needs. Redevelopment of larger lots with multiple homes would be assessed a fee based on the number of net new residences. Similarly, non-residential redevelopment will only be charged on the basis of net new space.

Waivers. The District should not waive impact fees unless the fund is reimbursed from other sources such as the general fund or the developer/owner is making other contributions to system expansion by other mechanisms that meet or exceed the calculated requirements.

Timing. Generally impact fees are collected either at the time of building permit or at the issuance of a certificate of occupancy. BBC recommends the District collect impact fees at the time of building permit, which allows the District more time to extend service.

Updating. Fees should be updated periodically; most communities update fees every five years. Inflationary adjustments are recommended on an annual basis.

SECTION II.

Impact Fee Calculations

This section documents the derivation of impact fees for the District.

Sable Altura FPD Budget Overview

The 2017 Budget indicates the District will collect general fund revenues of approximately \$686,352 this year and is projected to incur total expenditures of \$708,869. Property taxes, generated from a mill levy on assessed property values, are the primary source of the District's projected revenues. The District currently funds general operating expenses through a 7.000 mill levy and funds debt service expenses through a 10.000 mil levy. District revenues raised by this mill levy are intended to fund operational and capital expenditures related to existing population and development (e.g., vehicle replacement), not capital expenditures related to new population growth and development. Expansion related capital investments are currently funded through discretionary transfers from the general fund and occasional grant funding.

Additional property tax and specific ownership tax revenue from new growth will not likely be sufficient to fund the required level of growth-related capital expansion. Instead, these revenues are likely to be expended for ongoing District expenses and repair and replacement of existing infrastructure as they are currently. This is particularly important given the possible decline property tax revenues based on the results of the 2017-2018 Residential Assessment Rate Study which suggests lowering the residential property tax assessment rate in compliance with the Gallagher Amendment.

If the District chooses to implement impact fees of the type calculated later in this analysis, it would retain an independent and equitable source of revenue for capital expenditures required to serve new growth. With impact fees, new development pays only their equitable pro rata share of new infrastructure required to serve them while existing taxpayers will not subsidize growth. At the same time, the District's capital and operating funds will be reserved for fiscally appropriate, non-growth related uses.

Impact Fee Calculations

BBC's methodology for the District's impact fee includes the following tasks:

1. Quantify the fire infrastructure standards and investments needed to maintain the current level of service;
2. Develop estimates of the District's current land use pattern; and
3. Calculate the fire protection infrastructure costs per unit of development (per household, or per square foot of commercial development).

Fire infrastructure. A conservative method of establishing the District’s current level of service for fire protection is to quantify its financial investment in infrastructure and capital equipment. Specifically, the district has five types of capital infrastructure related spending that should be included in a calculation of current infrastructure investment:

- A building for the district’s fire station;
- Major apparatus such as fire engines and specialized vehicles;
- A variety of life-saving and fire-fighting apparatus located at the fire station or on pieces of equipment;
- Business personal property such as fire station and office furniture, computers and related durable assets; and
- The cost of this impact fee study.

Figure II-1 on the following page presents the District’s current capital infrastructure. Replacement values are based on information provided by the District, including a detailed description of capital assets from T. Charles Wilson Insurance Service.

As discussed earlier in this report, only the District’s equity share of assets can be included in the impact fee calculation (i.e., debt used to finance fire stations or vehicle must be excluded).⁵ Presently, the District has outstanding debt of \$2.65 million for a \$6 million bond issued in 2006. These funds were used for capital investments.

The full cost of infrastructure acquired specifically for fighting wildfires is also excluded from the total value used for the fee calculation. Additional residential or commercial development in the district will not directly contribute to capital requirements of fighting wildland fires. Therefore, the fee system should not replicate wildfire-specific infrastructure investments. The District’s property tax or other revenue sources will maintain the wild land fire standard of service. Accordingly, the Brush Truck used exclusively for wildfires are not included in the impact fee calculations (shown as 0% “portion to include in impact fees” in Figure II-1).

The total replacement value of the District’s current capital infrastructure eligible to be included in the impact fee calculation is approximately \$495,582.

⁵ See Section I page 5 for an explanation of debt adjustments.

Figure II-1.
Sable Altura Fire Protection District’s Current Assets

Type of Capital Infrastructure	Total Replacement Value	Portion to Include in Impact Fees ^{(1), (2)}	Allocated Replacement Value ⁽³⁾
Buildings and Land			
Station - 26902 East Colfax Ave	\$1,005,535	100%	\$1,005,535
Vehicles			
1997 Ford Brush Truck	\$55,100	0%	\$0
1999 Chevrolet Tahoe	\$33,400	100%	\$33,400
2000 Ford Expedition	\$10,500	100%	\$10,500
2000 Ford Expedition	\$10,500	100%	\$10,500
2006 Ford E450	\$100,000	100%	\$100,000
2007 Dodge Ram	\$42,721	100%	\$42,721
2007 International 7400	\$256,000	100%	\$256,000
2007 Spartan Heavy Rescue	\$450,000	100%	\$450,000
2009 Spartan Chassis	\$380,000	100%	\$380,000
2017 Ford E-450 Life Line Ambulance Type III	\$178,761	100%	\$178,761
2017 Ford E-450 Life Line Ambulance Type III	\$178,761	100%	\$178,761
2017 Freightliner Chassis 114SD	\$286,000	100%	\$286,000
Fire Equipment and Business Property			
Personal Property	\$203,404	100%	\$203,404
Fee Study			
Cost of study	\$10,000	100%	\$10,000
Subtotal			\$3,145,582
Outstanding Debt			\$2,650,000
Total Value of Fire Infrastructure for Fee Calculation			\$495,582

Note: (1) Reflects District’s equity in each piece of capital infrastructure, net of any outstanding debt.
(2) Equipment used exclusively for brush fire response and/or antique show vehicles are excluded from the impact fee calculation.
(3) District equity multiplied by replacement value equals allocated replacement value..

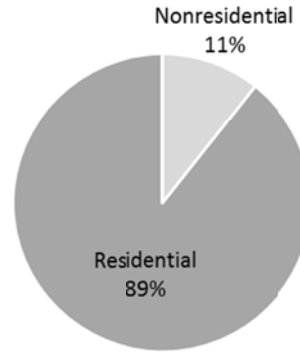
Source: Sable Altura Fire Rescue District, T. Charles Wilson Insurance Inventory and BBC Research & Consulting.

Current land use. This report utilizes the current distribution of development in the District as a basis for allocating certain infrastructure expansion costs over different types of land uses. It is consistent with the Colorado Municipal League’s recommendation that cost allocation be based on a measure of land use.

The distribution of commercial and residential building square footage is set forth in Figure II-2, based on data from the Adams and Arapahoe County Assessors. The District is 89 percent residential development and 11 percent nonresidential (i.e., commercial and industrial) development. The vast majority of residential development is comprised of single family and mobile homes.

**Figure II-2.
Distribution of Nonresidential and Residential Square Footage, 2017**

Source:
Adams County Assessor, Arapahoe County Assessor, and BBC Research & Consulting.



Impact fee calculation. Figure II-3 uses the District’s current service standards and infrastructure replication costs to determine appropriate household and commercial fees. The District’s existing land use pattern is used as a reasonable proxy for the assignment of costs to particular types of development.

Full cost-recovery impact fees for the District total \$679 per residential dwelling unit. Nonresidential fees total \$0.47 per square foot. The District can choose to charge less than this amount but discounts must be uniformly applied to all land use categories.

**Figure II-3.
Sable Altura Fire Protection District Impact Fees**

Source:
BBC Research & Consulting, 2017.

Calculation of Impact Fees	
Value of Fire Infrastructure	\$495,582
Current Land Use Distribution	
Nonresidential	10.6%
Residential	89.4%
Costs by Land Use Category	
Nonresidential	\$52,666
Residential	\$442,916
Existing Development	
Nonresidential (in square feet)	112,646
Residential (in dwelling units)	652
Impact Fee by Land Use	
Nonresidential (per square foot)	\$0.47
Residential (per dwelling unit)	\$679

The full-cost recovery fees calculated for the District are very similar to neighboring District, Brighton Fire Rescue District (\$688 per single family unit, \$550 per multifamily unit and \$.43 per square foot of nonresidential development).

In general, Fire District Impact Fees are a very small proportion of the overall development costs in a community. A Development Fee Comparison Study Report conducted for Commerce City in 2016 found that development fees for a single family residential unit in the City were just over

\$40,000—about half of which is related to water and wastewater fees. Costs to develop a similar single family unit in Brighton were about \$45,000.⁶

Summary and Recommendations

The fees listed in Figure II-3 should be considered maximum defensible amounts, although it is recognized that the District may choose not to adopt fees as high as the maximum defensible amounts set forth in this analysis.

We also offer the following recommendations for your consideration:

- The District should maintain the Impact Fee Fund separate and apart from the General Fund, withdrawn only to pay for growth-related infrastructure.
- The District should adhere to a written policy governing its expenditure of monies from the Impact Fee Fund. The Fund should be prohibited from paying for District operational expenses including the repair and replacement of existing infrastructure not necessitated by growth. In cases when new infrastructure is expected to partially replace existing capacity and to partially serve new growth, cost sharing between the General Fund and Impact Fee Fund should be allowed on a pro rata basis as determined by the District's board.
- The fees calculated in this study should be updated periodically as the District invests in additional fire protection infrastructure beyond what is listed in Figure II-1, and/or the District's population or inventory of commercial square footage change significantly.
- The fees should be updated annually based on established inflation indices, such as the Consumer Price Index or the Engineering News Record.
- Finally, consider a fee amount that balances infrastructure needs with economic development goals.

⁶ The South Adams County Water & Sanitation District and the City of Commerce City Development Fee Comparison Study. Final Report March 21, 2016. Prepared by Raftelis Financial Consultants, inc.

Summary of Impact Fees from all Districts:

Fire District	Current Study	Proposed IGA	Impact Fee (Single-Family)	Impact Fee (Multi- Family)	Impact Fee (Non- Residential)
Adams County Fire Protection	Yes	Yes	\$422	\$275	\$0.30 per sq.ft
Bennett Fire	Yes	Yes	\$1,500	\$1500	\$0.72 per sq.ft
Brighton Fire	Yes	Yes	\$688	\$550	\$0.46 per sq.ft (commercial/ret ail) \$0.06 per sq.ft (industrial/ware house)
Byers Fire	-	-	-	-	-
Deer Trail Fire	Yes	Yes	\$2,250	\$2,250	\$1.28 per sq.ft
North Metro Fire	Yes	Yes	\$557	\$436	\$0.38 per sq.ft (commercial/ retail/office/inst itutional) \$0.05 per sq.ft (industrial/flex)
Sable Altura	Yes	Yes	\$679	\$679	\$0.47 per sq.ft
South Adams County	Yes	Yes	\$732	\$337	\$0.46 per sq.ft
Southeast Weld	-	-	-	-	-
Strasburg Fire	Yes	Yes	\$824	\$526	\$0.53 per sq.ft

**INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT,
COLLECTION, AND REMITTANCE OF EMERGENCY SERVICES IMPACT FEES**

This INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT, COLLECTION, AND REMITTANCE OF EMERGENCY SERVICES IMPACT FEES ("**Agreement**") is entered into by and between Adams County ("**County**") and the Sable Altura Fire Protection District ("**District**"). The County and the District are referred to collectively as the "**Parties**" or individually as a "**Party**".

RECITALS

WHEREAS, the County is a political subdivision of the State of Colorado ("**State**"), and the District is a political subdivision of the State organized pursuant to the Special District Act, C.R.S. § 32-1-101, *et seq.*;

WHEREAS, the District was organized to provide fire protection, rescue, and emergency services (collectively, "**Emergency Services**"), as well as other services including fire suppression, public education, hazardous materials, emergency medical, and ambulance services, to the citizens and property within its jurisdiction, and to individuals passing through its jurisdiction, either directly or through third-party providers;

WHEREAS, pursuant to §32-1-1002(1)(d.5), the District has authority to receive and spend impact fees or other similar development charges imposed pursuant to the provisions described in §29-20-104.5, C.R.S.;

WHEREAS, the District obtained an Impact Fee Study dated July 26, 2017 to evaluate the nexus between new development within the District's jurisdictional boundaries and the projected impact that such development has on the District's Capital Facilities ("**Nexus Study**"). The Nexus Study recommended an Impact Fee schedule for both residential and non-residential development at a level no greater than necessary to defray the impacts of new development on the District's Capital Facilities ("**Impact Fee Schedule**");

WHEREAS, on _____, 20__, the District's Board of Directors ("**Board**") adopted a Resolution approving the Impact Fee Schedule recommended by the Nexus Study. A copy of the approved Impact Fee Schedule is attached as **Attachment 1**; and,

WHEREAS, in accordance with C.R.S. § 29-20-104.5(2)(c), the Parties desire to enter into this Agreement to define the District Impact Fee, and the details of assessment, collection, and remittance, all in accordance with the requirements of C.R.S. § 29-20-104.5 ("**Act**").

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Definitions. In addition to the definitions provided elsewhere in this Agreement, the terms "**Development Permit**" and "**Capital Facility(ies)**" shall be defined as provided in Sections 29-20-103(1) and 29-20-104.5(4), C.R.S., respectively, including any amendments thereto.

2. Establishment of District Impact Fee.

a. The County agrees to impose an impact fee on new development that currently is located within both the County and the District, or that in the future becomes located within the County and the District, in accordance with the Impact Fee Schedule attached as **Attachment 1**, subject to inflation as set forth herein ("**District Impact Fee**"). The District Impact Fee shall be imposed on all new development for which a Development Permit application is submitted to the County on or after January 1, 2018. On

December 31 of each year to be effective for any District Impact Fees collected beginning on January 1 of the following year, the fees set forth in the attached Impact Fee Schedule (or any Updated Impact Fee Schedule as defined below) shall automatically be adjusted by the increase, if any, in the Denver-Boulder-Greeley Consumer Price Index for All Urban Consumers (CPI-U) over the preceding year.

b. The District will update the Nexus Study no less frequently than every seven years ("*Updated Nexus Study*"). If the Updated Nexus Study recommends any changes to the Impact Fee Schedule, then by September 1 of the then-current calendar year, the District Board shall, after considering such recommendations, adopt a Resolution approving an updated Impact Fee Schedule at a level no greater than necessary to defray the impacts of new development on the District's Capital Facilities ("*Updated Impact Fee Schedule*"). On or before September 10 of the then-current calendar year, the District shall submit to the County a copy of: (i) the Updated Impact Fee Schedule; (ii) the Resolution approving the Updated Impact Fee Schedule; and, (iii) the Updated Nexus Study. Unless the County objects to the Updated Impact Fee Schedule in accordance with Section 5 below, a copy of the Updated Impact Fee Schedule shall be effective January 1 of the following calendar year.

3. Procedures for Assessment, Collection, and Remittance.

a. As part of its Development Permit application process, the County shall require the developer of any proposed new development within the District's jurisdictional boundaries to confer with the District regarding whether, under the Impact Fee Schedule (or any Updated Impact Fee Schedule), a District Impact Fee is owed and, if owed, the amount of the District Impact Fee. The developer and the District may mutually determine whether an in-kind contribution will be made by the developer to the District in lieu of paying all or any portion a District Impact Fee ("*In-Kind Contribution*"). The developer and the District shall sign an Impact Fee Form that is substantially the same as the form attached as Attachment 2, stating one of the following: (i) a District Impact Fee is not owed; (ii) a District Impact Fee is owed and the amount of the District Impact Fee; or, (iii) the developer will make an In-Kind Contribution as described in the Impact Fee Form.

b. The developer shall submit the signed Impact Fee Form with the other documentation required by the County as part of the Development Permit application process.

c. The County shall promptly notify the District of the County's final decision on whether to grant or deny the Development Permit application. If the County denies the Development Permit application, the developer shall not be required to pay a District Impact Fee or make an In-Kind Contribution to the District. If the County grants the application and issues a Development Permit, the Development Permit shall require the developer to pay the District Impact Fee or to make the In-Kind Contribution to the District.

d. The District shall be solely responsible for collecting any District Impact Fee owed by the developer, or receiving the In-Kind Contribution from the developer, if applicable. The County shall have no responsibility for collecting any District Impact Fee owed by any developer or ensuring a developer makes any In-Kind Contribution to the District. The District shall promptly notify the County when it has collected the District Impact Fee or accepted the In-Kind Contribution from the developer, and the County shall not issue any building permit in connection with the new development until it has received such notification from the District. For purposes of this paragraph 3(d), if an In-Kind Contribution to be made by the developer constitutes construction of improvements, or the conveyance of any apparatus, equipment, or real property, then "acceptance" shall mean a written agreement between the District and the developer for such construction or conveyance.

e. No developer shall be required to provide any site-specific dedication or improvement to meet the same need for Capital Facilities for which the District Impact Fee is imposed, and no District Impact Fee shall be imposed on a developer if the developer already is required to pay an impact fee or other similar

development charge for another Capital Facility used to provide similar Emergency Services, or if the developer has voluntarily contributed money for such other Capital Facility.

f. The District shall account for all District Impact Fees in accordance with Part 8 of Article 1 of Title 29, Colorado Revised Statutes.

g. Nothing contained in this Agreement shall invalidate any existing agreement for impact fees or development charges between the District and a developer to pay for Capital Facilities.

4. Effective Date and Term. This Agreement is effective as of the date the last Party signs this Agreement, and shall continue in effect until terminated in accordance with its terms.

5. Termination.

a. The Parties may at any time mutually agree in writing to terminate this Agreement.

b. The District may at any time terminate this Agreement upon 30 calendar days prior written notice to the County.

c. Within 30 calendar days of receiving an Updated Impact Fee Schedule and an Updated Nexus Study, the County may send the District written notice that it objects to the Updated Impact Fee Schedule. The Parties shall promptly meet to determine if they can agree upon a mutually acceptable Updated Impact Fee Schedule, or to continue the then-current Impact Fee Schedule. If the Parties are unable to agree upon a mutually acceptable Updated Impact Fee Schedule, or to continue the then-current Impact Fee Schedule, the County may terminate this Agreement upon 30 calendar days prior written notice to the District, and the County shall cease imposing the District Impact Fee as of the effective date this Agreement is terminated.

6. Default. If either Party defaults in its performance under this Agreement, the non-defaulting Party shall notify the defaulting Party of the default. The defaulting Party shall have the right to cure, or to make substantial efforts to cure, the default within 10 calendar days after the non-defaulting Party's notice of default is given. If the defaulting Party fails to cure, or to make substantial efforts to cure, the default within the 10 day period, the non-defaulting Party, at its option, may immediately terminate this Agreement or may elect to treat this Agreement as being in full force and effect. If the non-defaulting Party elects to treat this Agreement as being in full force and effect, then the non-defaulting Party shall have the right to bring an action for any remedy available to such Party in equity or at law.

7. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

8. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the matters covered by it, and supersedes any prior understanding or agreements, oral or written, with respect thereto.

9. Notices and Requests. Any notice permitted or required by this Agreement shall be in writing and shall be hand-delivered or sent by certified or registered mail, postage prepaid, return receipt requested, to the following addresses. Notices are effective upon receipt.

Adams County
Attn: CEDD, Director

Sable Altura Protection District
Attn: Fire Chief

10. Miscellaneous. Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the Adams County District Court. This Agreement may be amended only by a document signed by the Parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives and successors. Neither Party shall assign this Agreement. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. This Agreement may be executed in counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

ADAMS COUNTY, a political
Subdivision of the State of Colorado

SABLE ALTURA FIRE PROTECTION DISTRICT, a political
subdivision of the State of Colorado

By: _____
Chair BoCC

By: _____
_____, Board President

Date: _____

Date: _____

ATTESTED:

_____, County Clerk

ATTESTED:

_____, Board Secretary

Attachment 1

SABLE ALTURA FIRE PROTECTION DISTRICT
EMERGENCY SERVICES IMPACT FEE SCHEDULE
Effective January 1, 2018

Residential	
Unit Type	Fee Per Dwelling Unit
Single Family	\$679
Multifamily	\$679

Nonresidential	
Type	Fee Per Square Foot
Nonresidential	\$0.47

No individual landowner is required to provide any site specific dedication or improvement to meet the same need for capital facilities for which an impact fee is imposed pursuant to this schedule.

Attachment 2

**SABLE ALTURA FIRE PROTECTION DISTRICT
IMPACT FEE FORM**

Developer Information			
Development Company		State of Incorporation	
Address			
Telephone		Fax	
Contact Person			
Name		Title	
Telephone		Cell Phone	
Email Address			
Development Information			
Name of Development		Location (Address or Cross Streets)	
Residential Units		Non-Residential Square Footage	
Single Units (\$__ per unit)		Commercial (\$__ per square foot)	
2+ Units (\$__ per unit)		Office/Industrial (\$__ per square foot)	
Manufactured Homes (\$__ per unit)		Industrial/Flex (\$__ per square foot)	
Impact Fee			
Check one: <input type="checkbox"/> No impact fee owed <u>or</u> <input type="checkbox"/> Impact fee owed in the amount of \$_____			
If applicable: <input type="checkbox"/> An in-kind contribution will be made in lieu of paying all or a portion of an impact fee. Description of the in-kind contribution (attach additional information if necessary) and amount of impact fee off-set:			

The developer must submit this signed Impact Fee Form with the other documentation required by Adams County as part of its development permit application process. If the County denies the application, the developer is not required to pay the Impact Fee or make an In-Kind Contribution to the District. If the County grants the application and issues a development permit, the developer must pay the Impact Fee and/or make the In-Kind Contribution or enter into a written agreement with the District before the County will issue a building permit in connection with the development.

DEVELOPER:

SABLE ALTURA FIRE PROTECTION DISTRICT:

By: _____
Date: _____

By: _____, Fire Chief
Date: _____



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 12, 2017
SUBJECT: Intergovernmental Agreement Between Adams County and South Adams County Fire Protection District for the Collection of Fire District Impact Fees
FROM: Kristin Sullivan, Director, Community and Economic Development Department
AGENCY/DEPARTMENT: Community and Economic Development Department
HEARD AT STUDY SESSION ON : August 15, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves an Intergovernmental Agreement between Adams County and the South Adams County Fire Protection District for collection of Fire District Impact Fees

BACKGROUND:

South Adams County Protection District is requesting to enter into an Intergovernmental Agreement (IGA) with the County for collection of Fire District Impact fees from new development. On June 6, 2016, the Colorado Legislature passed a bill to authorize local governments to confer with Fire and Emergency Service Providers within local government jurisdictions to collect impact fees from new development. In accordance with the new law, the impact fee must be directly related to the impacts of new development, and must be used for defraying the impacts of such new development on the provision of fire and emergency services. In addition, the fee cannot be imposed to remedy any deficiency in capital facilities that exists without the proposed new development. The fee must be used for capital projects only.

Since the passage of the bill, the ten fire districts that provide services to unincorporated Adams County have worked together with County staff to identify potential processes for collecting the fees between the County and the fire districts. As part of the process, a majority of the districts completed studies to identify the costs and impacts of new development and recommended impact fees for each of their districts. Both the County and districts agreed that a study was necessary to determine the potential impacts. Overall, eight of the districts that provide fire protection in the County have completed studies to support their proposed fees for their district (See Exhibit B for study and summary of all studies). The districts also agreed to enter into identical IGA documents for adoption by the Board of County Commissioners (See Exhibit C).

As part of this process, South Adams County Fire Protection District is proposing three categories of impact fees and an IGA. The specific fees are summarized below:

South Adams County Fire Protection District Fees:

Type of Development	Proposed Fee
Single-Family	\$732 per home
Multi-Family	\$337 per unit
Non-Residential	\$0.46 per sq.ft

Regarding the collection of the fees, the District is proposing to collect the fees directly. The processes for collecting the fees are described in the attached IGA to this report (See Exhibit C). In the IGA, a developer and the District will sign an impact fee form and the developer will provide the form with their development application to the County. The County will then notify the District to collect the fee prior to final approval of a building permit, when all outstanding review requirements have been completed. The County will not issue a building permit until it obtains notification from the Fire District of the payment of the impact fees. However, the District shall be solely responsible for collecting the fees, and accounts for all such fees. Also, as part of the IGA, the District can terminate its IGA with the County by giving a 30-day notice. The County can also do the same. The IGA requires the District to update its fees every seven years. Once the fees are updated, the District is required to submit the proposed fees to the County for review and adoption.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development
County Attorney's Office

ATTACHED DOCUMENTS:

Exhibit A- Resolution
Exhibit B-Impact Fee Study and Summary of All Studies
Exhibit C- Proposed Intergovernmental Agreement

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Exhibit A

**RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF ADAMS COUNTY AND THE
SOUTH ADAMS COUNTY FIRE PROTECTION DISTRICT FOR COLLECTION OF
FIRE DISTRICT IMPACT FEES**

RESOLUTION 2017-

WHEREAS, C.R.S. § 29-20-102 to 104.5 (SB 15) authorizes local governments to confer with Fire Districts and Emergency Service Providers within local government jurisdictions to collect impact fees from new developments; and

WHEREAS, Adams County and South Adams County Fire District are authorized to set forth a Fee Schedule reasonably calculated to compensate South Adams County Fire District for impact of a new development or defraying the impact of such development on the District Facilities; and

WHEREAS, the Board of County Commissioners and South Adams County Fire District will review the Fee Schedule and make adjustments in September of each year and adopt such fees in January of each year; and

WHEREAS, the Board of County Commissioners will review, and South Adams County Fire District will review and update, the Fee Schedule every seven years.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement with South Adams County Fire District for collection of Fire District Impact Fee, a copy of which is attached hereto and incorporated herein by this reference, be approved.

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



South Adams County Fire Protection District Impact Fee Study

Final Report

April 19, 2017

South Adams County Fire Protection District Impact Fee Study

Prepared for:

South Adams County Fire Protection District
6550 East 72nd Avenue
Commerce City, CO 80022

Prepared by:

BBC Research & Consulting
1999 Broadway, Suite 2200
Denver, Colorado 80202-9750
303.321.2547 fax 303.399.0448
www.bbcresearch.com
bbc@bbcresearch.com



Table of Contents

I. Impact Fee Design Considerations

Background and Objectives.....I-1
Impact Fee Design Requirements.....I-2
Fee ApplicabilityI-3
Other Fee Design Considerations.....I-4

II. Impact Fee Calculations

South Adams County FPD Budget OverviewII-1
Impact Fee Calculations.....II-2
Summary and RecommendationsII-6

SECTION I.

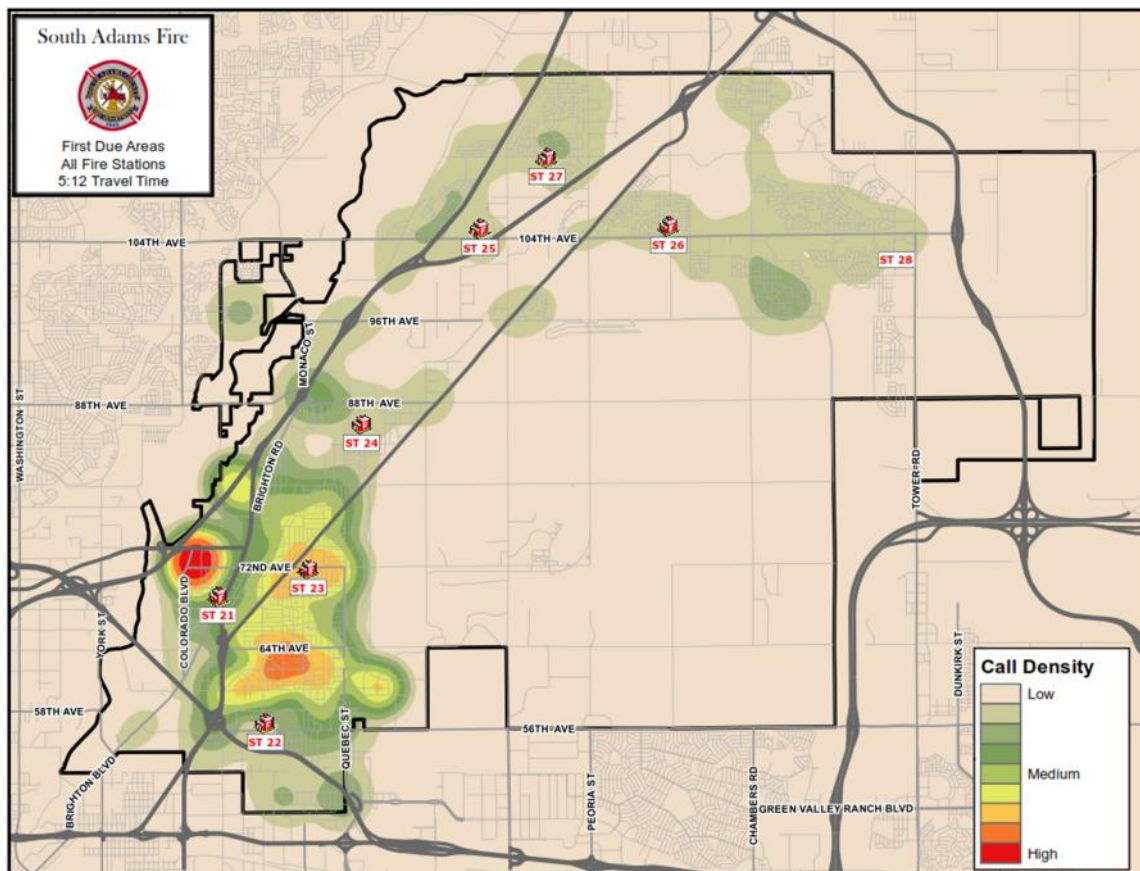
Impact Fee Design Considerations

This report presents the analysis underlying calculation of proportional development impact fees for the South Adams County Fire Protection District (SACFPD or the District). This section describes fee design requirements and various implementation considerations.

Background and Objectives

The SACFPD is an ISO 2 rated fire department providing fire, rescue and emergency medical services as well as public education. The District serves Commerce City, the Rocky Mountain Arsenal National Wildlife Refuge and portions of unincorporated Adams County and responds to roughly 8,000 calls per year. Figure 1-1 shows the District's service area and typical call density.

Figure I-1.
South Adams County FPD Service Area



Source: South Adams County FPD.

In the 2016 legislative session, the Colorado General Assembly passed House Bill 16-1088 explicitly authorizing fire protection districts, with consent of local governments, to impose an

impact fee on new development. After this legislative action by the state, SACFPD contracted BBC Research & Consulting to calculate proportional and defensible fees, which when implemented will provide assurance to the community that new growth is paying its own way and contributing to the fiscal health of the District.

This report documents BBC's analysis and recommendations for designing and implementing an impact fee system that would recover the proportional capital costs associated with all forms of new development.

Impact Fee Design Requirements

There is no universally accepted definition of impact fees, but most studies emphasize the fee's one time use; application to new development; design requirements for proportionality; and restricted use for infrastructure expansion purposes only:

"Fees collected through a set schedule or formula, spelled out in a local ordinance....fees are levied only against new development projects as a condition of permit approval to fund infrastructure needed to serve the proposed development. Impact fees are calculated to cover the proportionate share of the capital costs for that infrastructure...¹"

The key requirements of impact fee design are set by Colorado Statute and a series of United States Supreme Court rulings.

Colorado requirements. Colorado statutes enable the use of impact fees and dictate the following fee requirements:

- Impact fees are a one-time payment levied on new development;
- Funds can only be used for growth-related capital infrastructure projects;
 - Applicable infrastructure must have at least a five year life;
 - No funds can be diverted for operations, maintenance, repair or facility replacement purposes;
- Fee revenues must be segregated from other general revenues and used for the purposes for which they were collected;
- Fees must be imposed on all forms of development and cannot be limited to one type of land use;
- Impact fee revenues must be used for capital infrastructure expansion. No funds can be used for correction of existing system deficiencies; and
- There must be a reasonable expectation of benefit by the fee payer.

¹Juergensmeyer, Julian C., and Thomas E. Roberts. Land Use Planning and Development Regulatory Law. St. Paul, MN: WestGroup, 2003; and ImpactFees.com, Duncan Associates, 20 February 2008.

U.S. Supreme Court decisions. Impact fee design must also respect broad guidance offered by a series of United States Supreme Court rulings. The two most notable court decisions that speak to impact fee design and constraints on fee use are often referred to as *Nollan*² and *Dolan*³.

Guidance from these decisions requires that there be an "essential nexus" between the exaction/fee and the state interest being advanced by that exaction. In the more recent *Dolan v. City of Tigard* (1994) decision, the U.S. Supreme Court held that in addition to an essential nexus, there must be a "rough proportionality" between the proposed exactions and the project impacts that the exactions are intended to mitigate. In *Dolan*, the court further states that rough proportionality need not be derived with mathematical exactitude but must demonstrate some relationship to the specific impact of the subject project:

"We think a term such as 'rough proportionality' best encapsulates what we hold to be the requirements of the Fifth Amendment. No precise mathematical calculation is required, but the city must make some sort of individualized determination that the required dedication is related both in nature and extent to the impact of the proposed development."

Over the past two decades since *Dolan*, many communities have imposed impact fees; thus, there now is a broad set of common practices when considering how best to reflect these judicial and statutory requirements in fee design efforts.

Fee Applicability

As noted above, impact fee revenues can only be used to cover the expansion costs of public infrastructure needed to serve new development and fee amounts can only be set to recover the cost infrastructure expansion that is proportional to the needs of the new project.

Public infrastructure. *Public or capital infrastructure* is the physical component of public services, generally including buildings, facilities and related improvements, such as parking, lighting, ball fields or other support facilities. Capital infrastructure includes streets, parks, administrative facilities, specialized fire or police buildings, and developed recreation facilities. Under Colorado statute infrastructure can include all equipment that has at least a five-year lifetime. It does not include personnel or any element of service costs even in circumstances where new staff is required to operate the new facilities.

Nature of infrastructure investments. In considering fee requirements, it should be noted that not all capital infrastructure costs are associated with community growth or with the expansion of facility capacity. Most communities make frequent infrastructure investments regardless of growth pressures for repair and replacement of facilities. Communities considering impact fees must recognize three elements of infrastructure needs:

² Nollan v. California Coastal Commission, 483 U.S. 82; 1987 and Dolan v. City of Tigard (1994) 114S.Ct. 2309.

³ Dolan v. City of Tigard (1994) 114S.Ct. 2309

- **Repair and replacement of facilities.** The expense of maintaining current facilities, such as annual building maintenance, or replacing a roof.
- **Betterment of facilities.** Implementation of new services or improvement of existing facilities (e.g., adding better training equipment at a recreation center) without increasing service capacity.
- **Expansion of facilities.** e.g., expanding an existing city hall to accommodate growing personnel requirements occurring in association with community growth.

Impact fees can only cover those infrastructure costs associated with the expansion of facilities to serve the needs of new growth.

Other Fee Design Considerations

Over time a reasonable consensus has emerged as to how best to assure fee compliance with state statute and federal court dictates. In order to develop fees, there are three basic components: definition of community standards; calculation of proportional attribution to new growth and attribution of infrastructure needs across all major land uses. These issues and their resolution for this analysis are discussed below.

Setting community standards. The first fee design issue involves determining appropriate capital standards for each category of infrastructure. Some states' enabling legislation describes capital standard criteria with specificity; for instance, Idaho requires that a city use an endorsed capital improvements schedule and then a process of attribution between growth related and other investments—Colorado does not have this same detailed guidance. Facility standards, such as library space per household or recreation facilities per household, can vary widely between communities; thus, it is not appropriate to use standards developed for other towns, or standards applied nationally.

Calculation methodology. There are two common methodologies employed in order to meet the standards described above, the current service standard (capital buy-in) and the capital improvement (plan-based):

- Typically, the buy-in fee design process involves documenting the replacement value of specific capital facilities and qualified equipment used for each category of infrastructure, and then defining that level of investment as the city's capital standard. For instance, a city of 2,500 homes with a 20,000 square foot recreation center (capital replacement value of \$5.0 million) would have a recreation center standard of 8 square feet per housing unit (20,000 sq. ft./2,500 homes = 8 sq. ft. per home). At \$250/square foot (replacement value of equivalent space), each existing residence would have an embedded recreational investment of \$2,000 per home. This would be the community's present facility standard and this is what each new unit could be charged as a "buy-in" amount for a recreational impact fee.
- In the plan-based fee methodology, the cost of new infrastructure is allocated to new growth in proportion to that growth's anticipated demand of the infrastructure. This forward looking approach requires forecasts of households and commercial growth and

detailed data on capital expansion plans. For infrastructure to be eligible for inclusion in the impact fee calculation, it must meet the requirement that only items with a useful life of five years or more are designated a fee-eligible capital asset, per CRS 29-20-104.5.⁴ Any improvements used to address current service deficiencies or increase the level of service cannot be included in the fee calculation—in other words, the fee calculations must take into account the current level of service and exclude any elements of the plan that would result in a higher level of service.

BBC used the capital buy-in approach to calculate the impact fees presented in this report. This decision was mutually agreed upon by BBC and the SACFPD as it provides the most accurate and robust fee calculation methodology given all available information.

Adjustments for debt. Since facility standards are defined by a community’s demonstrated investment in infrastructure, calculations of community standards must recognize, and net out, any applicable debt. Debt service will be paid by all future residents—new and old; it’s not appropriate to charge new development a front end impact fee and then charge the same development again, after becoming residents or property owners, requiring them to also pay the remaining equity and interest costs. All capital infrastructure amounts used in the fee calculations are free of any debt financed components.

Fee design cost-recovery. The cost of this study can be recovered through fees and used to reimburse the general fund. Fee design costs have been included in the District’s infrastructure valuation.

Proportionality. As part of the fee design process it is necessary to ensure that fees only cover the proportional expansion costs caused by new development. The state statutes and aforementioned court decisions require a demonstration of proportionality. In this instance, by using existing infrastructure and service population, then requiring new development to pay fees at an amount scaled by the current level of service, proportionality is reasonably and fairly derived.

Allocation by land use. The courts have indicated that all forms of development that have facility impacts (residential, industrial and commercial) must pay their fair share of expansion costs. If one land use is exempted from fees all other land uses have no reasonable expectation of seeing facility expansion completed. Quantification of current residential, commercial, industrial and related non-residential land uses is obtained from the county assessor’s data.

Use specificity. Impact fee systems vary in how precisely they differentiate between varying forms and size of residential development and varying uses of commercial buildings. Detailed non-residential use or other specificity is merited when there is there is compelling evidence that use or size variations reflect substantive difference in the demand for public services. The proposed fee structure for SACFPD incorporates a three-tiered structure that differentiates between single family and multifamily residential units and designates all commercial/industrial use as a single category assessed by the square foot.

⁴ Impact Fee Enabling Statute: *CRS 29-20-104.5. Local Government Regulation of Land Use.*

Redevelopment/credits. Application of impact fees raises a series of questions about how to approve redevelopment of existing properties and the circumstances under which fees can be waived or adjusted. The redevelopment of a residence, even a complete demolition and home reconstruction, does not mean an increase in public service costs—it is still one residential unit with little or no implications for service delivery costs or capital needs. Redevelopment of larger lots with multiple homes would be assessed a fee based on the number of net new residences. Similarly, non-residential redevelopment will only be charged on the basis of net new space.

Waivers. The District should not waive impact fees unless the fund is reimbursed from other sources such as the general fund or the developer/owner is making other contributions to system expansion by other mechanisms that meet or exceed the calculated requirements.

Timing. Generally impact fees are collected either at the time of building permit or at the issuance of a certificate of occupancy. BBC recommends the District collect impact fees at the time of building permit, which allows the District more time to extend service.

Updating. Fees should be updated periodically; most communities update fees every five years. Inflationary adjustments are recommended on an annual basis.

SECTION II.

Impact Fee Calculations

This section documents the derivation of impact fees for SACFPD.

South Adams County FPD Budget Overview

The 2017 SACFPD Budget indicates the District will collect revenues of approximately \$9.5 million this year. Property taxes, generated from a 9.900 mill levy on assessed property values, account for 91 percent of the District's projected revenues. The SFPD is expected to incur expenditures of \$9.2 million before transferring any revenue to the Capital Fund. Operating expenditures account for \$8.1 million of all expenditures in 2017, with salaries and benefits being the single largest operational line item at \$5.4 million.

The District currently funds capital improvements through their Capital Reserve Fund, which is funded almost exclusively through budget transfers from the General Fund. Only \$305,000 will be contributed to the Capital Reserve Fund from the General Fund in 2017.

Additional property tax and specific ownership tax revenue from new growth will not likely be sufficient to fund the required level of growth-related capital expansion. Instead, these revenues are likely to be expended for ongoing District expenses and repair and replacement of existing infrastructure as they are currently. This is particularly important given the possible decline property tax revenues based on the results of the 2017-2018 Residential Assessment Rate Study which suggests lowering the residential property tax assessment rate in compliance with the Gallagher Amendment.

If SACFPD chooses to reinstate impact fees of the type calculated later in this analysis, it would retain an independent and equitable source of revenue for capital expenditures required to serve new growth. Without impact fees, the District will likely have to increase property taxes district-wide, reduce service standards for all taxpayers, or do both in order to accommodate growth once the Capital Improvement Fund balance is exhausted.

With impact fees, new development pays only their equitable pro rata share of new infrastructure required to serve them while existing taxpayers will not subsidize growth. At the same time, the District's capital and operating funds will be reserved for fiscally appropriate, non-growth related uses.

Impact Fee Calculations

BBC's methodology for SACFPD impact fee includes the following tasks:

1. Quantify the fire infrastructure standards and investments needed to maintain the current level of service;
2. Develop estimates of the District's current land use pattern; and
3. Calculate the fire protection infrastructure costs per unit of development (per household, or per square foot of commercial development).

Fire infrastructure. A conservative method of establishing the District's current level of service for fire protection is to quantify its financial investment in infrastructure and capital equipment. Specifically, SACFPD has five types of capital infrastructure related spending that should be included in a calculation of current infrastructure investment:

- Land and buildings including eight stations, training tower and a vehicle maintenance building;
- Major apparatus such as fire engines and specialized vehicles located at each station;
- A variety of life-saving and fire-fighting apparatus located at individual fire stations or on pieces of equipment;
- Business personal property such as fire station and office furniture, computers and related durable assets; and
- The cost of this impact fee study.

Figure II-1 on the following page presents the District's current capital infrastructure. Replacement values are based on information provided by SACFPD, including a detailed description of the District's capital assets from Colorado Special Districts Property and Liability Pool.

As discussed earlier in this report, only the District's equity share of assets can be included in the impact fee calculation (i.e., debt used to finance fire stations or vehicle must be excluded).⁵ Presently, the District has entered into the following lease purchase agreements:

- 1) \$5.83 million for a new Headquarters Building scheduled to open in 2017 (principal balance due as of 12/31/16 is 5.83 million);
- 2) \$1.40 million for two new firetrucks ordered in June 2016 to be delivered in 2017 (principal balance due as of 12/31/16 is \$1.27 million); and

⁵ See Section I page 5 for an explanation of debt adjustments.

- 3) \$760,000 for one new firetruck ordered in December 2016 to be delivered in 2018 (principal balance due as of 12/31/16 is \$760,000).

Though these assets are not yet in service, the District does have \$86,000 of equity in the new trucks scheduled for delivery in 2017. Only that equity is included in the impact fee calculation.

The full cost of infrastructure acquired specifically for fighting wildfires is also excluded from the total value used for the fee calculation. Additional residential or commercial development in the district will not directly contribute to capital requirements of fighting wildland fires. Therefore, the fee system should not replicate wildfire-specific infrastructure investments. SACFPD property tax or other revenue sources will maintain the wild land fire standard of service. Accordingly, the three Brush Trucks used exclusively for wildfires are not included in the impact fee calculations (shown as 0% “portion to include in impact fees” in Figure II-1).

The total replacement value of the District’s current capital infrastructure eligible to be included in the impact fee calculation is approximately \$25 million.

**Figure II-1.
South Adams
County Fire
Protection
District's
Current Assets**

Notes:

(1) Reflects District's equity in each piece of capital infrastructure, net of any outstanding debt.

(2) Equipment used exclusively for brush fire response and/or antique show vehicles are excluded from the impact fee calculation.

(3) District equity multiplied by replacement value equals allocated replacement value.

Sources:

South Adams County Fire Rescue District, Colorado Special Districts Property & Liability Pool Insurance Inventory and BBC Research & Consulting.

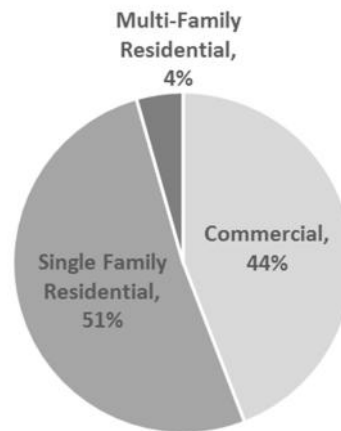
Type of Capital Infrastructure	Total Replacement Value	Portion to Include in Impact Fees ⁽¹⁾ , ⁽²⁾	Allocated Replacement Value ⁽³⁾
Buildings and Land			
Station 1	\$745,010	100%	\$745,010
Station 2	\$792,165	100%	\$792,165
Station 3	\$1,544,120	100%	\$1,544,120
Station 4 (and vehicle maintenance)	\$5,068,218	100%	\$5,068,218
Station 5 (and Burn Building)	\$2,189,065	100%	\$2,189,065
Station 6	\$546,661	100%	\$546,661
Station 7	\$1,158,857	100%	\$1,158,857
Station 9	\$3,528,362	100%	\$3,528,362
Maintenance Shop	\$321,441	100%	\$321,441
Headquarters Building (to open in 2017)	\$5,830,000	0%	\$0
Vehicles			
1992 Scotty Trailer	\$20,000	100%	\$20,000
1992 GMC Truck (Haz Mat)	\$500,000	100%	\$500,000
1993 Trailer	\$10,000	100%	\$10,000
1998 Smeal Fire Truck (Pumper)	\$200,000	100%	\$200,000
2002 Chevy Silverado (Brush Truck)	\$75,000	0%	\$0
2003 Chevy Silverado (Brush Truck)	\$75,000	0%	\$0
2003 HME Aerial	\$850,000	100%	\$850,000
2004 Chevy Tahoe	\$40,000	100%	\$40,000
2005 Spartan Elite Power Fire Truck	\$700,000	100%	\$700,000
2007 GMC Sierra	\$75,000	100%	\$75,000
2007 Spartan (Heavy Rescue)	\$500,000	100%	\$500,000
2009 Pierce Arrow XT 75' Aerial	\$1,000,000	100%	\$1,000,000
2009 Pierce Arrow XT Pumper	\$700,000	100%	\$700,000
2009 Pierce Arrow XT Pumper	\$700,000	100%	\$700,000
2009 Pierce Arrow XT 75' Aerial	\$1,000,000	100%	\$1,000,000
2009 Echo Trailer	\$950	100%	\$950
2011 Chevy Tahoe	\$50,000	100%	\$50,000
2011 Chevy Tahoe	\$50,000	100%	\$50,000
2012 Utility Trailer	\$1,000	100%	\$1,000
2012 Trailer	\$100,000	100%	\$100,000
2013 Chevy Tahoe	\$50,000	100%	\$50,000
2014 GMC Sierra Pickup	\$50,000	100%	\$50,000
2014 GMC Sierra Pickup	\$50,000	100%	\$50,000
2014 Chevy Imapala	\$35,000	100%	\$35,000
2014 Chevy Imapala	\$35,000	100%	\$35,000
2015 Skeeter Brush Truck (to be delivered 2017)	\$181,946	0%	\$0
2017 Ford Explorer	\$29,810	100%	\$29,810
2017 Ford Explorer	\$29,810	100%	\$29,810
2017 Ford Explorer	\$30,000	100%	\$30,000
2017 Ford F-150	\$37,600	100%	\$37,600
Trucks to be delivered in 2017 and 2018 (4 total)	\$2,160,000	4%	\$86,000
Fire Equipment and Business Property			
Station and office business personal property	\$763,023	100%	\$763,023
SBCAs and compressors	\$862,810	100%	\$862,810
Emergency Signal, Security and Communications	\$203,678	100%	\$203,678
Training equipment	\$175,416	100%	\$175,416
Generator	\$68,550	100%	\$68,550
Thermal imaging	\$54,772	100%	\$54,772
Hoses	\$55,449	100%	\$55,449
Exhaust system	\$53,748	100%	\$53,748
Extrication	\$47,575	100%	\$47,575
Fee Study			\$10,000
Total Value of Fire Infrastructure for Fee Calculation			\$25,119,089

Current land use. This report utilizes the current distribution of development in the District as a basis for allocating certain infrastructure expansion costs over different types of land uses. It is consistent with the Colorado Municipal League’s recommendation that cost allocation be based on a measure of land use.

The distribution of commercial and residential building square footage is set forth in Figure II-2, based on data from the Adams County Assessor. The District is 56 percent residential development and 44 percent nonresidential (i.e., commercial and industrial) development. The vast majority of residential development is comprised of single family homes.

Figure II-2.
Distribution of Commercial and Residential Square Footage, 2017

Source:
Adams County Assessor and BBC Research & Consulting.



Impact fee calculation. Figure II-3 uses the District’s current service standards and infrastructure replication costs to determine appropriate household and commercial fees. The District’s existing land use pattern is used as a reasonable proxy for the assignment of costs to particular types of development.

Full cost-recovery impact fees for SACFPD, total \$732 per single family residential dwelling unit and \$337 per multifamily dwelling unit. Nonresidential fees total \$0.46 per square foot. The District can choose to charge less than this amount but discounts must be uniformly applied to all land use categories.

**Figure II-3.
Fire Impact Fees**

Source:
BBC Research & Consulting, 2017.

Calculation of Impact Fees	
Value of Fire Infrastructure	\$25,119,089
Current Land Use Distribution	
Nonresidential	44.1%
Residential	55.9%
Single family	51.4%
Multifamily	4.4%
Costs by Land Use Category	
Nonresidential	\$11,084,664
Residential	\$14,034,426
Single family	\$12,920,247
Multifamily	\$1,114,179
Existing Development	
Nonresidential (in square feet)	24,062,969
Residential (in dwelling units)	20,964
Single family (in dwelling units)	17,660
Multifamily (in dwelling units)	3,304
Impact Fee by Land Use	
Nonresidential (per square foot)	\$0.46
Single family (per dwelling unit)	\$732
Multifamily (per dwelling unit)	\$337

The full-cost recovery fees calculated for SACFPD are very similar to neighboring District, Brighton Fire Rescue District (\$688 per single family unit, \$550 per multifamily unit and \$.43 per square foot of nonresidential development). It is not anticipated that the slightly higher single family residential fee for SACFD would negatively impact development in the District.

In general, Fire District Impact Fees are a very small proportion of the overall development costs in a community. A Development Fee Comparison Study Report conducted for Commerce City in 2016 found that development fees for a single family residential unit in the City were just over \$40,000—about half of which is related to water and wastewater fees. Costs to develop a similar single family unit in Brighton were about \$45,000.⁶

Summary and Recommendations

In light of the South Adams County Fire Protection District’s expected growth, and its lack of a sustainable method to finance resulting capital expenditures absent fee revenue, impact fees are recommended for your consideration.

The fees listed in Figure II-3 should be considered maximum defensible amounts, although it is recognized that the District may choose not to adopt fees as high as the maximum defensible amounts set forth in this analysis.

⁶ The South Adams County Water & Sanitation District and the City of Commerce City Development Fee Comparison Study. Final Report March 21, 2016. Prepared by Raftelis Financial Consultants, inc.

We also offer the following recommendations for your consideration:

- The District should maintain the Impact Fee Fund separate and apart from the General Fund, withdrawn only to pay for growth-related infrastructure.
- The District should adhere to a written policy governing its expenditure of monies from the Impact Fee Fund. The Fund should be prohibited from paying for District operational expenses including the repair and replacement of existing infrastructure not necessitated by growth. In cases when new infrastructure is expected to partially replace existing capacity and to partially serve new growth, cost sharing between the General Fund and Impact Fee Fund should be allowed on a pro rata basis as determined by the District's board.
- The fees calculated in this study should be updated periodically as the District invests in additional fire protection infrastructure beyond what is listed in Figure II-1, and/or the District's population or inventory of commercial square footage change significantly.
- The fees should be updated annually based on established inflation indices, such as the Consumer Price Index or the Engineering News Record.
- Finally, consider a fee amount that balances infrastructure needs with economic development goals.

Summary of Impact Fees from all Districts:

Fire District	Current Study	Proposed IGA	Impact Fee (Single-Family)	Impact Fee (Multi-Family)	Impact Fee (Non-Residential)
Adams County Fire Protection	Yes	Yes	\$422	\$275	\$0.30 per sq.ft
Bennett Fire	Yes	Yes	\$1,500	\$1500	\$0.72 per sq.ft
Brighton Fire	Yes	Yes	\$688	\$550	\$0.46 per sq.ft (commercial/retail) \$0.06 per sq.ft (industrial/warehouse)
Byers Fire	-	-	-	-	-
Deer Trail Fire	Yes	Yes	\$2,250	\$2,250	\$1.28 per sq.ft
North Metro Fire	Yes	Yes	\$557	\$436	\$0.38 per sq.ft (commercial/retail/office/institutional) \$0.05 per sq.ft (industrial/flex)
Sable Altura	Yes	Yes	\$679	\$679	\$0.47 per sq.ft
South Adams County	Yes	Yes	\$732	\$337	\$0.46 per sq.ft
Southeast Weld	-	-	-	-	-
Strasburg Fire	Yes	Yes	\$824	\$526	\$0.53 per sq.ft

**INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT,
COLLECTION, AND REMITTANCE OF EMERGENCY SERVICES IMPACT FEES**

This INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT, COLLECTION, AND REMITTANCE OF EMERGENCY SERVICES IMPACT FEES ("**Agreement**") is entered into by and between Adams County ("**County**") and the South Adams County Fire Protection District ("**District**"). The County and the District are referred to collectively as the "**Parties**" or individually as a "**Party**".

RECITALS

WHEREAS, the County is a political subdivision of the State of Colorado ("**State**"), and the District is a political subdivision of the State organized pursuant to the Special District Act, C.R.S. § 32-1-101, *et seq.*;

WHEREAS, the District was organized to provide fire protection, rescue, and emergency services (collectively, "**Emergency Services**"), as well as other services including fire suppression, public education, hazardous materials, emergency medical, and ambulance services, to the citizens and property within its jurisdiction, and to individuals passing through its jurisdiction, either directly or through third-party providers;

WHEREAS, pursuant to §32-1-1002(1)(d.5), the District has authority to receive and spend impact fees or other similar development charges imposed pursuant to the provisions described in §29-20-104.5, C.R.S.;

WHEREAS, the District obtained an Impact Fee Study dated April 19, 2017 to evaluate the nexus between new development within the District's jurisdictional boundaries and the projected impact that such development has on the District's Capital Facilities ("**Nexus Study**"). The Nexus Study recommended an Impact Fee schedule for both residential and non-residential development at a level no greater than necessary to defray the impacts of new development on the District's Capital Facilities ("**Impact Fee Schedule**");

WHEREAS, on _____, 20__, the District's Board of Directors ("**Board**") adopted a Resolution approving the Impact Fee Schedule recommended by the Nexus Study. A copy of the approved Impact Fee Schedule is attached as **Attachment 1**; and,

WHEREAS, in accordance with C.R.S. § 29-20-104.5(2)(c), the Parties desire to enter into this Agreement to define the District Impact Fee, and the details of assessment, collection, and remittance, all in accordance with the requirements of C.R.S. § 29-20-104.5 ("**Act**").

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Definitions. In addition to the definitions provided elsewhere in this Agreement, the terms "**Development Permit**" and "**Capital Facility(ies)**" shall be defined as provided in Sections 29-20-103(1) and 29-20-104.5(4), C.R.S., respectively, including any amendments thereto.

2. Establishment of District Impact Fee.

a. The County agrees to impose an impact fee on new development that currently is located within both the County and the District, or that in the future becomes located within the County and the District, in accordance with the Impact Fee Schedule attached as **Attachment 1**, subject to inflation as set forth herein ("**District Impact Fee**"). The District Impact Fee shall be imposed on all new development for which a Development Permit application is submitted to the County on or after January 1, 2018. On

December 31 of each year to be effective for any District Impact Fees collected beginning on January 1 of the following year, the fees set forth in the attached Impact Fee Schedule (or any Updated Impact Fee Schedule as defined below) shall automatically be adjusted by the increase, if any, in the Denver-Boulder-Greeley Consumer Price Index for All Urban Consumers (CPI-U) over the preceding year.

b. The District will update the Nexus Study no less frequently than every seven years ("**Updated Nexus Study**"). If the Updated Nexus Study recommends any changes to the Impact Fee Schedule, then by September 1 of the then-current calendar year, the District Board shall, after considering such recommendations, adopt a Resolution approving an updated Impact Fee Schedule at a level no greater than necessary to defray the impacts of new development on the District's Capital Facilities ("**Updated Impact Fee Schedule**"). On or before September 10 of the then-current calendar year, the District shall submit to the County a copy of: (i) the Updated Impact Fee Schedule; (ii) the Resolution approving the Updated Impact Fee Schedule; and, (iii) the Updated Nexus Study. Unless the County objects to the Updated Impact Fee Schedule in accordance with Section 5 below, a copy of the Updated Impact Fee Schedule shall be effective January 1 of the following calendar year.

3. Procedures for Assessment, Collection, and Remittance.

a. As part of its Development Permit application process, the County shall require the developer of any proposed new development within the District's jurisdictional boundaries to confer with the District regarding whether, under the Impact Fee Schedule (or any Updated Impact Fee Schedule), a District Impact Fee is owed and, if owed, the amount of the District Impact Fee. The developer and the District may mutually determine whether an in-kind contribution will be made by the developer to the District in lieu of paying all or any portion a District Impact Fee ("**In-Kind Contribution**"). The developer and the District shall sign an Impact Fee Form that is substantially the same as the form attached as **Attachment 2**, stating one of the following: (i) a District Impact Fee is not owed; (ii) a District Impact Fee is owed and the amount of the District Impact Fee; or, (iii) the developer will make an In-Kind Contribution as described in the Impact Fee Form.

b. The developer shall submit the signed Impact Fee Form with the other documentation required by the County as part of the Development Permit application process.

c. The County shall promptly notify the District of the County's final decision on whether to grant or deny the Development Permit application. If the County denies the Development Permit application, the developer shall not be required to pay a District Impact Fee or make an In-Kind Contribution to the District. If the County grants the application and issues a Development Permit, the Development Permit shall require the developer to pay the District Impact Fee or to make the In-Kind Contribution to the District.

d. The District shall be solely responsible for collecting any District Impact Fee owed by the developer, or receiving the In-Kind Contribution from the developer, if applicable. The County shall have no responsibility for collecting any District Impact Fee owed by any developer or ensuring a developer makes any In-Kind Contribution to the District. The District shall promptly notify the County when it has collected the District Impact Fee or accepted the In-Kind Contribution from the developer, and the County shall not issue any building permit in connection with the new development until it has received such notification from the District. For purposes of this paragraph 3(d), if an In-Kind Contribution to be made by the developer constitutes construction of improvements, or the conveyance of any apparatus, equipment, or real property, then "acceptance" shall mean a written agreement between the District and the developer for such construction or conveyance.

e. No developer shall be required to provide any site-specific dedication or improvement to meet the same need for Capital Facilities for which the District Impact Fee is imposed, and no District Impact Fee shall be imposed on a developer if the developer already is required to pay an impact fee or other similar

development charge for another Capital Facility used to provide similar Emergency Services, or if the developer has voluntarily contributed money for such other Capital Facility.

f. The District shall account for all District Impact Fees in accordance with Part 8 of Article 1 of Title 29, Colorado Revised Statutes.

g. Nothing contained in this Agreement shall invalidate any existing agreement for impact fees or development charges between the District and a developer to pay for Capital Facilities.

4. Effective Date and Term. This Agreement is effective as of the date the last Party signs this Agreement, and shall continue in effect until terminated in accordance with its terms.

5. Termination.

a. The Parties may at any time mutually agree in writing to terminate this Agreement.

b. The District may at any time terminate this Agreement upon 30 calendar days prior written notice to the County.

c. Within 30 calendar days of receiving an Updated Impact Fee Schedule and an Updated Nexus Study, the County may send the District written notice that it objects to the Updated Impact Fee Schedule. The Parties shall promptly meet to determine if they can agree upon a mutually acceptable Updated Impact Fee Schedule, or to continue the then-current Impact Fee Schedule. If the Parties are unable to agree upon a mutually acceptable Updated Impact Fee Schedule, or to continue the then-current Impact Fee Schedule, the County may terminate this Agreement upon 30 calendar days prior written notice to the District, and the County shall cease imposing the District Impact Fee as of the effective date this Agreement is terminated.

6. Default. If either Party defaults in its performance under this Agreement, the non-defaulting Party shall notify the defaulting Party of the default. The defaulting Party shall have the right to cure, or to make substantial efforts to cure, the default within 10 calendar days after the non-defaulting Party's notice of default is given. If the defaulting Party fails to cure, or to make substantial efforts to cure, the default within the 10 day period, the non-defaulting Party, at its option, may immediately terminate this Agreement or may elect to treat this Agreement as being in full force and effect. If the non-defaulting Party elects to treat this Agreement as being in full force and effect, then the non-defaulting Party shall have the right to bring an action for any remedy available to such Party in equity or at law.

7. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

8. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the matters covered by it, and supersedes any prior understanding or agreements, oral or written, with respect thereto.

9. Notices and Requests. Any notice permitted or required by this Agreement shall be in writing and shall be hand-delivered or sent by certified or registered mail, postage prepaid, return receipt requested, to the following addresses. Notices are effective upon receipt.

Adams County
Attn: CEDD, Director

South Adams County Fire Protection District
Attn: Fire Chief

Attachment 1

SOUTH ADAMS COUNTY FIRE PROTECTION DISTRICT
EMERGENCY SERVICES IMPACT FEE SCHEDULE
Effective January 1, 2018

Residential	
Unit Type	Fee Per Dwelling Unit
Single Family	\$732
Multifamily	\$337

Nonresidential	
Type	Fee Per Square Foot
Nonresidential	\$0.46

No individual landowner is required to provide any site specific dedication or improvement to meet the same need for capital facilities for which an impact fee is imposed pursuant to this schedule.

Attachment 2

**SOUTH ADAMS COUNTY FIRE PROTECTION DISTRICT
IMPACT FEE FORM**

Developer Information			
Development Company		State of Incorporation	
Address			
Telephone		Fax	
Contact Person			
Name		Title	
Telephone		Cell Phone	
Email Address			
Development Information			
Name of Development		Location (Address or Cross Streets)	
Residential Units		Non-Residential Square Footage	
Single Units (\$__ per unit)		Commercial (\$__ per square foot)	
2+ Units (\$__ per unit)		Office/Industrial (\$__ per square foot)	
Manufactured Homes (\$__ per unit)		Industrial/Flex (\$__ per square foot)	
Impact Fee			
Check one: <input type="checkbox"/> No impact fee owed <u>or</u> <input type="checkbox"/> Impact fee owed in the amount of \$_____			
If applicable: <input type="checkbox"/> An in-kind contribution will be made in lieu of paying all or a portion of an impact fee. Description of the in-kind contribution (attach additional information if necessary) and amount of impact fee off-set:			

The developer must submit this signed Impact Fee Form with the other documentation required by Adams County as part of its development permit application process. If the County denies the application, the developer is not required to pay the Impact Fee or make an In-Kind Contribution to the District. If the County grants the application and issues a development permit, the developer must pay the Impact Fee and/or make the In-Kind Contribution or enter into a written agreement with the District before the County will issue a building permit in connection with the development.

DEVELOPER:

SOUTH ADAMS COUNTY FIRE PROTECTION DISTRICT:

By: _____
Date: _____

By: _____, Fire Chief
Date: _____



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 12, 2017
SUBJECT: Intergovernmental Agreement Between Adams County and Strasburg Fire Protection District for the Collection of Fire District Impact Fees
FROM: Kristin Sullivan, Director, Community and Economic Development Department
AGENCY/DEPARTMENT: Community and Economic Development Department
HEARD AT STUDY SESSION ON : August 15, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves an Intergovernmental Agreement between Adams County and the Strasburg Fire Protection District for collection of Fire District Impact Fees

BACKGROUND:

Strasburg Fire Protection District is requesting to enter into an Intergovernmental Agreement (IGA) with the County for collection of Fire District Impact fees from new development. On June 6, 2016, the Colorado Legislature passed a bill to authorize local governments to confer with Fire and Emergency Service Providers within local government jurisdictions to collect impact fees from new development. In accordance with the new law, the impact fee must be directly related to the impacts of new development, and must be used for defraying the impacts of such new development on the provision of fire and emergency services. In addition, the fee cannot be imposed to remedy any deficiency in capital facilities that exists without the proposed new development. The fee must be used for capital projects only.

Since the passage of the bill, the ten fire districts that provide services to unincorporated Adams County have worked together with County staff to identify potential processes for collecting the fees between the County and the fire districts. As part of the process, a majority of the districts completed studies to identify the costs and impacts of new development and recommended impact fees for each of their districts. Both the County and districts agreed that a study was necessary to determine the potential impacts. Overall, eight of the districts that provide fire protection in the County have completed studies to support their proposed fees for their district (See Exhibit B for study and summary of all studies). The districts also agreed to enter into identical IGA documents for adoption by the Board of County Commissioners (See Exhibit C).

As part of this process, Strasburg Fire Protection District is proposing three categories of impact fees and an IGA. The specific fees are summarized below:

Strasburg Fire Protection District Fees:

Single-Family	\$824 per home
Multi-Family	\$526 per unit
Non-Residential	\$0.53 per sq.ft

Regarding the collection of the fees, the District is proposing to collect the fees directly. The processes for collecting the fees are described in the attached IGA to this report (See Exhibit C). In the IGA, a developer and the District will sign an impact fee form and the developer will provide the form with their development application to the County. The County will then notify the District to collect the fee prior to final approval of a building permit, when all outstanding review requirements have been completed. The County will not issue a building permit until it obtains notification from the Fire District of the payment of the impact fees. However, the District shall be solely responsible for collecting the fees, and accounts for all such fees. Also, as part of the IGA, the District can terminate its IGA with the County by giving a 30-day notice. The County can also do the same. The IGA requires the District to update its fees every seven years. Once the fees are updated, the District is required to submit the proposed fees to the County for review and adoption.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development
County Attorney's Office

ATTACHED DOCUMENTS:

Exhibit A- Resolution
Exhibit B-Impact Fee Study and Summary of All Studies
Exhibit C- Proposed Intergovernmental Agreement

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Exhibit A

**RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF ADAMS COUNTY AND THE
STRASBURG FIRE PROTECTION DISTRICT FOR COLLECTION OF FIRE
DISTRICT IMPACT FEES**

RESOLUTION 2017-

WHEREAS, C.R.S. § 29-20-102 to 104.5 (SB 15) authorizes local governments to confer with Fire Districts and Emergency Service Providers within local government jurisdictions to collect impact fees from new developments; and

WHEREAS, Adams County and Strasburg Fire District are authorized to set forth a Fee Schedule reasonably calculated to compensate Strasburg Fire District for impact of a new development or defraying the impact of such development on the District Facilities; and

WHEREAS, the Board of County Commissioners and Strasburg Fire District will review the Fee Schedule and make adjustments in September of each year and adopt such fees in January of each year; and

WHEREAS, the Board of County Commissioners will review, and Strasburg Fire District will review and update, the Fee Schedule every seven years.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement with Strasburg Fire District for collection of Fire District Impact Fee, a copy of which is attached hereto and incorporated herein by this reference, be approved.

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



Strasburg Fire Protection District Impact Fee Study

Draft Report

July 31, 2017

Strasburg Fire Protection District Impact Fee Study

Prepared for:

Strasburg Fire Protection District 8
56281 East Colfax
Strasburg, Colorado 80136

Prepared by:

BBC Research & Consulting
1999 Broadway, Suite 2200
Denver, Colorado 80202-9750
303.321.2547 fax 303.399.0448
www.bbcresearch.com
bbc@bbcresearch.com



Table of Contents

I. Impact Fee Design Considerations

Background and Objectives.....I-1
Impact Fee Design Requirements.....I-2
Fee ApplicabilityI-3
Other Fee Design Considerations.....I-4

II. Impact Fee Calculations

Strasburg FPD Budget OverviewII-1
Impact Fee Calculations.....II-2
Summary and RecommendationsII-5

SECTION I.

Impact Fee Design Considerations

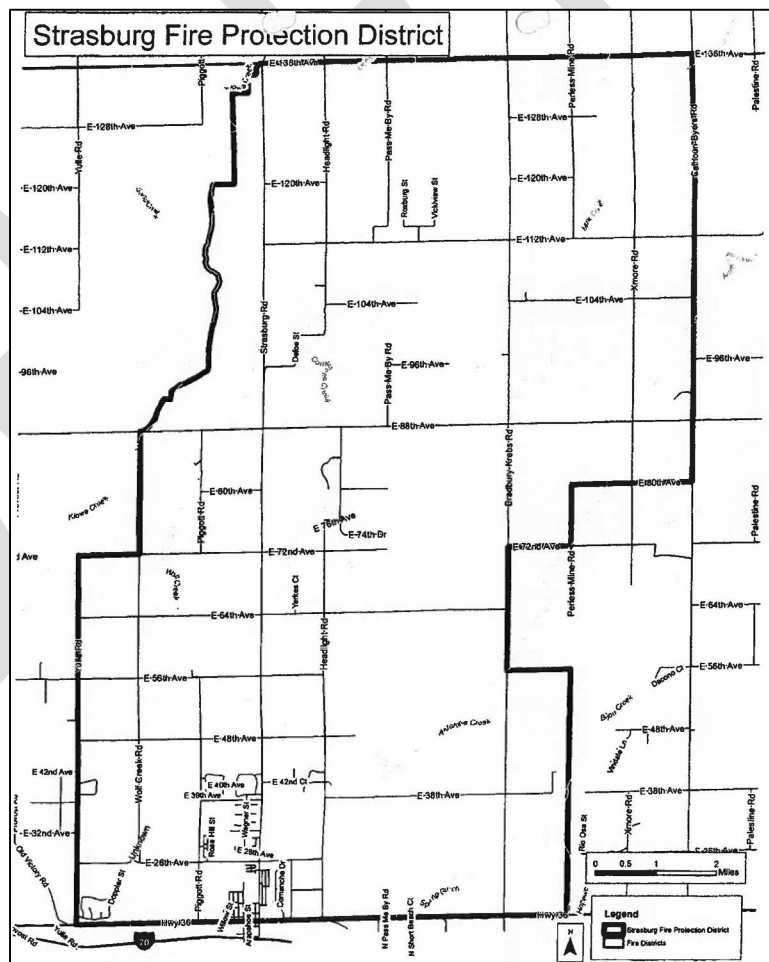
This report presents the analysis underlying calculation of proportional development impact fees for the Strasburg Fire Protection District (the District). This section describes fee design requirements and various implementation considerations.

Background and Objectives

The District was established as a volunteer department in 1927 and expanded its service in 1948 to include medical services. Today, in addition to providing fire protection and emergency medical services, the District provides fire education, rescue services, and hazmat services to portions of Adams and Arapahoe Counties. Figure 1-1 shows the District's 262 square mile service area.

Figure I-1.
Strasburg FPD Service Area

Source:
 Strasburg FPD.



The Strasburg FPD first hired BBC Research & Consulting in March 1999 to determine if the District had a defensible basis for adopting impact fees and, if so, to suggest potential fee amounts. Since 1999, BBC has updated the fees twice – once in 2001 and again in 2006. Today, the District still assesses impact fees for new development and, after recent legislative action by the state, other nearby fire districts are starting to do the same.

In the 2016 legislative session, the Colorado General Assembly passed House Bill 16-1088 explicitly authorizing fire protection districts, with consent of local governments, to impose an impact fee on new development.

This document updates the 2006 study with more recent District financial, infrastructure cost and demographic data, as well as specific fee implementation recommendations.

Impact Fee Design Requirements

There is no universally accepted definition of impact fees, but most studies emphasize the fee's one time use; application to new development; design requirements for proportionality; and restricted use for infrastructure expansion purposes only:

"Fees collected through a set schedule or formula, spelled out in a local ordinance....fees are levied only against new development projects as a condition of permit approval to fund infrastructure needed to serve the proposed development. Impact fees are calculated to cover the proportionate share of the capital costs for that infrastructure...¹"

The key requirements of impact fee design are set by Colorado Statute and a series of United States Supreme Court rulings.

Colorado requirements. Colorado statutes enable the use of impact fees and dictate the following fee requirements:

- Impact fees are a one-time payment levied on new development;
- Funds can only be used for growth-related capital infrastructure projects;
 - Applicable infrastructure must have at least a five year life;
 - No funds can be diverted for operations, maintenance, repair or facility replacement purposes;
- Fee revenues must be segregated from other general revenues and used for the purposes for which they were collected;
- Fees must be imposed on all forms of development and cannot be limited to one type of land use;

¹Juergensmeyer, Julian C., and Thomas E. Roberts. Land Use Planning and Development Regulatory Law. St. Paul, MN: WestGroup, 2003; and ImpactFees.com, Duncan Associates, 20 February 2008.

- Impact fee revenues must be used for capital infrastructure expansion. No funds can be used for correction of existing system deficiencies; and
- There must be a reasonable expectation of benefit by the fee payer.

U.S. Supreme Court decisions. Impact fee design must also respect broad guidance offered by a series of United States Supreme Court rulings. The two most notable court decisions that speak to impact fee design and constraints on fee use are often referred to as *Nollan*² and *Dolan*³.

Guidance from these decisions requires that there be an "essential nexus" between the exaction/fee and the state interest being advanced by that exaction. In the more recent *Dolan v. City of Tigard* (1994) decision, the U.S. Supreme Court held that in addition to an essential nexus, there must be a "rough proportionality" between the proposed exactions and the project impacts that the exactions are intended to mitigate. In *Dolan*, the court further states that rough proportionality need not be derived with mathematical exactitude but must demonstrate some relationship to the specific impact of the subject project:

"We think a term such as 'rough proportionality' best encapsulates what we hold to be the requirements of the Fifth Amendment. No precise mathematical calculation is required, but the city must make some sort of individualized determination that the required dedication is related both in nature and extent to the impact of the proposed development."

Over the past two decades since *Dolan*, many communities have imposed impact fees; thus, there now is a broad set of common practices when considering how best to reflect these judicial and statutory requirements in fee design efforts.

Fee Applicability

As noted above, impact fee revenues can only be used to cover the expansion costs of public infrastructure needed to serve new development and fee amounts can only be set to recover the cost infrastructure expansion that is proportional to the needs of the new project.

Public infrastructure. *Public or capital infrastructure* is the physical component of public services, generally including buildings, facilities and related improvements, such as parking, lighting, ball fields or other support facilities. Capital infrastructure includes streets, parks, administrative facilities, specialized fire or police buildings, and developed recreation facilities. Under Colorado statute infrastructure can include all equipment that has at least a five-year lifetime. It does not include personnel or any element of service costs even in circumstances where new staff is required to operate the new facilities.

Nature of infrastructure investments. In considering fee requirements, it should be noted that not all capital infrastructure costs are associated with community growth or with the

² Nollan v. California Coastal Commission, 483 U.S. 82; 1987 and Dolan v. City of Tigard (1994) 114S.Ct. 2309.

³ Dolan v. City of Tigard (1994) 114S.Ct. 2309

expansion of facility capacity. Most communities make frequent infrastructure investments regardless of growth pressures for repair and replacement of facilities. Communities considering impact fees must recognize three elements of infrastructure needs:

- **Repair and replacement of facilities.** The expense of maintaining current facilities, such as annual building maintenance, or replacing a roof.
- **Betterment of facilities.** Implementation of new services or improvement of existing facilities (e.g., adding better training equipment at a recreation center) without increasing service capacity.
- **Expansion of facilities.** e.g., expanding an existing city hall to accommodate growing personnel requirements occurring in association with community growth.

Impact fees can only cover those infrastructure costs associated with the expansion of facilities to serve the needs of new growth.

Other Fee Design Considerations

Over time a reasonable consensus has emerged as to how best to assure fee compliance with state statute and federal court dictates. In order to develop fees, there are three basic components: definition of community standards; calculation of proportional attribution to new growth and attribution of infrastructure needs across all major land uses. These issues and their resolution for this analysis are discussed below.

Setting community standards. The first fee design issue involves determining appropriate capital standards for each category of infrastructure. Some states' enabling legislation describes capital standard criteria with specificity; for instance, Idaho requires that a city use an endorsed capital improvements schedule and then a process of attribution between growth related and other investments—Colorado does not have this same detailed guidance. Facility standards, such as library space per household or recreation facilities per household, can vary widely between communities; thus, it is not appropriate to use standards developed for other towns, or standards applied nationally.

Calculation methodology. There are two common methodologies employed in order to meet the standards described above, the current service standard (capital buy-in) and the capital improvement (plan-based):

- Typically, the buy-in fee design process involves documenting the replacement value of specific capital facilities and qualified equipment used for each category of infrastructure, and then defining that level of investment as the city's capital standard. For instance, a city of 2,500 homes with a 20,000 square foot recreation center (capital replacement value of \$5.0 million) would have a recreation center standard of 8 square feet per housing unit ($20,000 \text{ sq. ft.} / 2,500 \text{ homes} = 8 \text{ sq. ft. per home}$). At \$250/square foot (replacement value of equivalent space), each existing residence would have an embedded recreational investment of \$2,000 per home. This would be the community's present facility standard

and this is what each new unit could be charged as a “buy-in” amount for a recreational impact fee.

- In the plan-based fee methodology, the cost of new infrastructure is allocated to new growth in proportion to that growth’s anticipated demand of the infrastructure. This forward looking approach requires forecasts of households and commercial growth and detailed data on capital expansion plans. For infrastructure to be eligible for inclusion in the impact fee calculation, it must meet the requirement that only items with a useful life of five years or more are designated a fee-eligible capital asset, per CRS 29-20-104.5.⁴ Any improvements used to address current service deficiencies or increase the level of service cannot be included in the fee calculation—in other words, the fee calculations must take into account the current level of service and exclude any elements of the plan that would result in a higher level of service.

BBC used the capital buy-in approach to calculate the impact fees presented in this report. This decision was mutually agreed upon by BBC and the District as it provides the most accurate and robust fee calculation methodology given all available information. The buy-in approach was also used in prior impact fee studies for the District.

Adjustments for debt. Since facility standards are defined by a community’s demonstrated investment in infrastructure, calculations of community standards must recognize, and net out, any applicable debt. Debt service will be paid by all future residents—new and old; it’s not appropriate to charge new development a front end impact fee and then charge the same development again, after becoming residents or property owners, requiring them to also pay the remaining equity and interest costs. All capital infrastructure amounts used in the fee calculations are free of any debt financed components.

Fee design cost-recovery. The cost of this study can be recovered through fees and used to reimburse the general fund. Fee design costs have been included in the District’s infrastructure valuation.

Proportionality. As part of the fee design process it is necessary to ensure that fees only cover the proportional expansion costs caused by new development. The state statutes and aforementioned court decisions require a demonstration of proportionality. In this instance, by using existing infrastructure and service population, then requiring new development to pay fees at an amount scaled by the current level of service, proportionality is reasonably and fairly derived.

Allocation by land use. The courts have indicated that all forms of development that have facility impacts (residential, industrial and commercial) must pay their fair share of expansion costs. If one land use is exempted from fees all other land uses have no reasonable expectation of seeing facility expansion completed. Quantification of current residential, commercial, industrial and related non-residential land uses is obtained from the county assessor’s data.

⁴ Impact Fee Enabling Statute: *CRS 29-20-104.5. Local Government Regulation of Land Use.*

Use specificity. Impact fee systems vary in how precisely they differentiate between varying forms and size of residential development and varying uses of commercial buildings. Detailed non-residential use or other specificity is merited when there is compelling evidence that use or size variations reflect substantive difference in the demand for public services. The proposed fee structure for the District incorporates a three-tiered structure that differentiates between single family and multifamily residential units and designates all commercial/industrial use as a single category assessed by the square foot.

Redevelopment/credits. Application of impact fees raises a series of questions about how to approve redevelopment of existing properties and the circumstances under which fees can be waived or adjusted. The redevelopment of a residence, even a complete demolition and home reconstruction, does not mean an increase in public service costs—it is still one residential unit with little or no implications for service delivery costs or capital needs. Redevelopment of larger lots with multiple homes would be assessed a fee based on the number of net new residences. Similarly, non-residential redevelopment will only be charged on the basis of net new space.

Waivers. The District should not waive impact fees unless the fund is reimbursed from other sources such as the general fund or the developer/owner is making other contributions to system expansion by other mechanisms that meet or exceed the calculated requirements.

Timing. Generally impact fees are collected either at the time of building permit or at the issuance of a certificate of occupancy. BBC recommends the District collect impact fees at the time of building permit, which allows the District more time to extend service.

Updating. Fees should be updated periodically; most communities update fees every five years. Inflationary adjustments are recommended on an annual basis.

SECTION II.

Impact Fee Calculations

This section documents the derivation of impact fees for the District.

Strasburg FPD Budget Overview

The 2017 Budget indicates the District will collect revenues of approximately \$695,400 this year. Property taxes, generated from a 7.177 mill levy on assessed property values, account for two-thirds of the District's projected revenues. The impact fees for developers currently collected by the District account for 5 percent of the District's income. Despite this small proportion of the annual revenue, the District has an Impact Fee Fund balance of \$101,623.

The District is expected to incur expenditures of \$630,400, before transferring any revenue to the Capital Fund – a 32 percent increase from the prior year. Operating expenditures account for the majority of all expenditures in 2017, with salaries and benefits being the single largest operational line item at almost \$200,000.

Additional property tax and specific ownership tax revenue from new growth will not likely be sufficient to fund the required level of growth-related capital expansion. Instead, these revenues are likely to be expended for ongoing District expenses and repair and replacement of existing infrastructure as they are currently. This is particularly important given the possible decline property tax revenues based on the results of the 2017-2018 Residential Assessment Rate Study which suggests lowering the residential property tax assessment rate in compliance with the Gallagher Amendment.

If the District chooses to apply impact fees of the type calculated later in this analysis, it would retain an independent and equitable source of revenue for capital expenditures required to serve new growth.

With impact fees, new development pays only their equitable pro rata share of new infrastructure required to serve them while existing taxpayers will not subsidize growth. At the same time, the District's capital and operating funds will be reserved for fiscally appropriate, non-growth related uses.

Impact Fee Calculations

BBC's methodology for the District impact fee includes the following tasks:

1. Quantify the fire infrastructure standards and investments needed to maintain the current level of service;
2. Develop estimates of the District's current land use pattern; and
3. Calculate the fire protection infrastructure costs per unit of development (per household, or per square foot of commercial development).

Fire infrastructure. A conservative method of establishing the District's current level of service for fire protection is to quantify its financial investment in infrastructure and capital equipment. Specifically, the district has four types of capital infrastructure related spending that should be included in a calculation of current infrastructure investment:

- Land and buildings including two stations and a helipad;
- Major apparatus such as fire engines and specialized vehicles located at each station;
- A variety of life-saving and fire-fighting apparatus located at individual fire stations or on pieces of equipment, including software; and
- The cost of this impact fee study update.

Figure II-1 on the following page presents the District's current capital infrastructure. Replacement values are based on information provided by the District, including a detailed description of the District's capital assets from VFIS of Colorado.

As discussed earlier in this report, only the District's equity share of assets can be included in the impact fee calculation (i.e., debt used to finance fire stations or vehicle must be excluded).⁵ Presently, the District does not have any capital or equipment leases.

The full cost of infrastructure acquired specifically for fighting wildfires is also excluded from the total value used for the fee calculation. Additional residential or commercial development in the district will not directly contribute to capital requirements of fighting wildland fires. Therefore, the fee system should not replicate wildfire-specific infrastructure investments. The District property tax or other revenue sources will maintain the wild land fire standard of service.

Accordingly, the one Brush Truck used exclusively for wildfires is not included in the impact fee calculations (shown as 0% "portion to include in impact fees" in Figure II-1). The two antique Ford trucks are also excluded in the calculations, as they are not used to provide fire and/or emergency services in the District.

⁵ See Section I page 5 for an explanation of debt adjustments.

The total replacement value of the District's current capital infrastructure eligible to be included in the impact fee calculation is approximately \$2.38 million.

**Figure II-1.
Strasburg Fire
Protection
District's Current
Assets, 2017**

Notes:

(1) Reflects District's equity in each piece of capital infrastructure, net of any outstanding debt.

(2) Equipment used exclusively for brush fire response and/or antique show vehicles are excluded from the impact fee calculation.

(3) District equity multiplied by replacement value equals allocated replacement value.

Sources:

Strasburg Fire Protection District, VFIS of Colorado Insurance Inventory and BBC Research & Consulting.

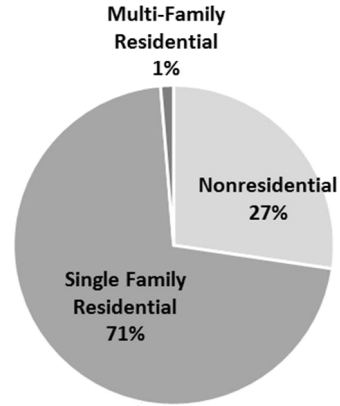
Type of Capital Infrastructure	Total Replacement Value	Portion to Include in Impact Fees ^{(1), (2)}	Allocated Replacement Value ⁽³⁾
Buildings and Land			
Station 1 - 56281 E Colfax Ave	\$974,542	100%	\$974,542
Station 2 - 56800 E 76th Ave	\$158,136	100%	\$158,136
Helipad	\$35,407	100%	\$35,407
Vehicles			
1913 Ford Antique	\$10,000	0%	\$0
1946 Ford Antique	\$10,000	0%	\$0
1972 Ford Tanker	\$10,000	100%	\$10,000
1985 Chevrolet Mini Pumper	\$10,000	100%	\$10,000
1995 Pierce Quint	\$150,000	100%	\$150,000
1996 International Pumper	\$50,000	100%	\$50,000
1997 Ford First Responder	\$5,000	100%	\$5,000
2001 Pierce Pumper	\$80,000	100%	\$80,000
2002 Freightliner Rescue Hvy	\$50,000	100%	\$50,000
2003 Ford Mini Pumper	\$40,000	0%	\$0
2003 Freightliner Brush Vehicle	\$50,000	0%	\$0
2004 Ford First Responder	\$5,000	100%	\$5,000
2005 Peterbilt Tanker	\$100,000	100%	\$100,000
2008 Ford Pumper	\$50,000	100%	\$50,000
2010 Ford Amb Als	\$50,000	100%	\$50,000
2013 Chevy Amb Als	\$115,000	100%	\$115,000
Fire Equipment and Business Property			
Personal Property	\$172,800	100%	\$172,800
Software	\$250,000	100%	\$250,000
Fee Study Update			
Cost of updating study	\$9,000	100%	\$9,000
Impact Fee Fund Balance			\$101,623
Total Value of Fire Infrastructure for Fee Calculation			\$2,376,508

Current development pattern. This report utilizes the current distribution of development in the District as a basis for allocating certain infrastructure expansion costs over different types of land uses. It is consistent with the Colorado Municipal League's recommendation that cost allocation be based on a measure of land use.

The distribution of commercial and residential building square footage is set forth in Figure II-2, based on data from the Adams and Arapahoe County Assessors. The District is 73 percent residential development and 27 percent nonresidential (i.e., commercial and industrial) development. The vast majority of residential development is comprised of single family homes.

**Figure II-2.
Distribution of Commercial and Residential Square Footage, 2017**

Source:
Adams County and Arapahoe County Assessors and BBC Research & Consulting.



Impact fee calculation. Figure II-3 uses the District’s current service standards and infrastructure replication costs to determine appropriate household and commercial fees. The District’s existing land use pattern is used as a reasonable proxy for the assignment of costs to particular types of development.

Full cost-recovery impact fees for the District, total \$824 per single family residential dwelling unit and \$526 per multifamily dwelling unit. Nonresidential fees total \$0.53 per square foot. The District can choose to charge less than this amount but discounts must be uniformly applied to all land use categories.

**Figure II-3.
Fire Impact Fees, 2017**

Source:
BBC Research & Consulting, 2017.

Calculation of Impact Fees	
Value of Fire Infrastructure	\$2,376,508
Current Land Use Distribution	
Nonresidential	27.3%
Single family	71.3%
Multifamily	1.3%
Costs by Land Use Category	
Nonresidential	\$649,827
Single family	\$1,695,634
Multifamily	\$31,047
Existing Development	
Nonresidential (in square feet)	1,223,942
Single family (in dwelling units)	2,057
Multifamily (in dwelling units)	59
Impact Fee by Land Use	
Nonresidential (per square foot)	\$0.53
Single family (per dwelling unit)	\$824
Multifamily (per dwelling unit)	\$526

Summary and Recommendations

In light of the Strasburg Fire Protection District's out-of-date impact fee calculation from 2006, updated impact fees are recommended for your consideration.

The fees listed in Figure II-3 should be considered maximum defensible amounts, although it is recognized that the District may choose not to adopt fees as high as the maximum defensible amounts set forth in this analysis.

We also offer the following recommendations for your consideration:

- The District should continue to maintain the Impact Fee Fund separate and apart from the General Fund, withdrawn only to pay for growth-related infrastructure.
- The District should continue to adhere to a written policy governing its expenditure of monies from the Impact Fee Fund. The Fund should continue to be prohibited from paying for District operational expenses including the repair and replacement of existing infrastructure not necessitated by growth. In cases when new infrastructure is expected to partially replace existing capacity and to partially serve new growth, cost sharing between the General Fund and Impact Fee Fund should continue to be allowed on a pro rata basis as determined by the District's board.
- The fees calculated in this study should be updated periodically as the District invests in additional fire protection infrastructure beyond what is listed in Figure II-1, and/or the District's population or inventory of commercial square footage change significantly.
- The fees should be updated annually based on established inflation indices, such as the Consumer Price Index or the Engineering News Record.
- Finally, consider a fee amount that balances infrastructure needs with economic development goals.

Summary of Impact Fees from all Districts:

Fire District	Current Study	Proposed IGA	Impact Fee (Single-Family)	Impact Fee (Multi-Family)	Impact Fee (Non-Residential)
Adams County Fire Protection	Yes	Yes	\$422	\$275	\$0.30 per sq.ft
Bennett Fire	Yes	Yes	\$1,500	\$1500	\$0.72 per sq.ft
Brighton Fire	Yes	Yes	\$688	\$550	\$0.46 per sq.ft (commercial/retail) \$0.06 per sq.ft (industrial/warehouse)
Byers Fire	-	-	-	-	-
Deer Trail Fire	Yes	Yes	\$2,250	\$2,250	\$1.28 per sq.ft
North Metro Fire	Yes	Yes	\$557	\$436	\$0.38 per sq.ft (commercial/retail/office/institutional) \$0.05 per sq.ft (industrial/flex)
Sable Altura	Yes	Yes	\$679	\$679	\$0.47 per sq.ft
South Adams County	Yes	Yes	\$732	\$337	\$0.46 per sq.ft
Southeast Weld	-	-	-	-	-
Strasburg Fire	Yes	Yes	\$824	\$526	\$0.53 per sq.ft

**INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT,
COLLECTION, AND REMITTANCE OF EMERGENCY SERVICES IMPACT FEES**

This INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT, COLLECTION, AND REMITTANCE OF EMERGENCY SERVICES IMPACT FEES ("**Agreement**") is entered into by and between Adams County ("**County**") and the Strasburg Fire Protection District ("**District**"). The County and the District are referred to collectively as the "**Parties**" or individually as a "**Party**".

RECITALS

WHEREAS, the County is a political subdivision of the State of Colorado ("**State**"), and the District is a political subdivision of the State organized pursuant to the Special District Act, C.R.S. § 32-1-101, *et seq.*;

WHEREAS, the District was organized to provide fire protection, rescue, and emergency services (collectively, "**Emergency Services**"), as well as other services including fire suppression, public education, hazardous materials, emergency medical, and ambulance services, to the citizens and property within its jurisdiction, and to individuals passing through its jurisdiction, either directly or through third-party providers;

WHEREAS, pursuant to §32-1-1002(1)(d.5), the District has authority to receive and spend impact fees or other similar development charges imposed pursuant to the provisions described in §29-20-104.5, C.R.S.;

WHEREAS, the District obtained an Impact Fee Study dated July 31, 2017 to evaluate the nexus between new development within the District's jurisdictional boundaries and the projected impact that such development has on the District's Capital Facilities ("**Nexus Study**"). The Nexus Study recommended an Impact Fee schedule for both residential and non-residential development at a level no greater than necessary to defray the impacts of new development on the District's Capital Facilities ("**Impact Fee Schedule**");

WHEREAS, on _____, 20__, the District's Board of Directors ("**Board**") adopted a Resolution approving the Impact Fee Schedule recommended by the Nexus Study. A copy of the approved Impact Fee Schedule is attached as **Attachment I**; and,

WHEREAS, in accordance with C.R.S. § 29-20-104.5(2)(c), the Parties desire to enter into this Agreement to define the District Impact Fee, and the details of assessment, collection, and remittance, all in accordance with the requirements of C.R.S. § 29-20-104.5 ("**Act**").

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Definitions. In addition to the definitions provided elsewhere in this Agreement, the terms "**Development Permit**" and "**Capital Facility(ies)**" shall be defined as provided in Sections 29-20-103(1) and 29-20-104.5(4), C.R.S., respectively, including any amendments thereto.

2. Establishment of District Impact Fee.

a. The County agrees to impose an impact fee on new development that currently is located within both the County and the District, or that in the future becomes located within the County and the District, in accordance with the Impact Fee Schedule attached as **Attachment I**, subject to inflation as set forth herein ("**District Impact Fee**"). The District Impact Fee shall be imposed on all new development for which a Development Permit application is submitted to the County on or after January 1, 2018. On

December 31 of each year to be effective for any District Impact Fees collected beginning on January 1 of the following year, the fees set forth in the attached Impact Fee Schedule (or any Updated Impact Fee Schedule as defined below) shall automatically be adjusted by the increase, if any, in the Denver-Boulder-Greeley Consumer Price Index for All Urban Consumers (CPI-U) over the preceding year.

b. The District will update the Nexus Study no less frequently than every seven years ("*Updated Nexus Study*"). If the Updated Nexus Study recommends any changes to the Impact Fee Schedule, then by September 1 of the then-current calendar year, the District Board shall, after considering such recommendations, adopt a Resolution approving an updated Impact Fee Schedule at a level no greater than necessary to defray the impacts of new development on the District's Capital Facilities ("*Updated Impact Fee Schedule*"). On or before September 10 of the then-current calendar year, the District shall submit to the County a copy of: (i) the Updated Impact Fee Schedule; (ii) the Resolution approving the Updated Impact Fee Schedule; and, (iii) the Updated Nexus Study. Unless the County objects to the Updated Impact Fee Schedule in accordance with Section 5 below, a copy of the Updated Impact Fee Schedule shall be effective January 1 of the following calendar year.

3. Procedures for Assessment, Collection, and Remittance.

a. As part of its Development Permit application process, the County shall require the developer of any proposed new development within the District's jurisdictional boundaries to confer with the District regarding whether, under the Impact Fee Schedule (or any Updated Impact Fee Schedule), a District Impact Fee is owed and, if owed, the amount of the District Impact Fee. The developer and the District may mutually determine whether an in-kind contribution will be made by the developer to the District in lieu of paying all or any portion a District Impact Fee ("*In-Kind Contribution*"). The developer and the District shall sign an Impact Fee Form that is substantially the same as the form attached as Attachment 2, stating one of the following: (i) a District Impact Fee is not owed; (ii) a District Impact Fee is owed and the amount of the District Impact Fee; or, (iii) the developer will make an In-Kind Contribution as described in the Impact Fee Form.

b. The developer shall submit the signed Impact Fee Form with the other documentation required by the County as part of the Development Permit application process.

c. The County shall promptly notify the District of the County's final decision on whether to grant or deny the Development Permit application. If the County denies the Development Permit application, the developer shall not be required to pay a District Impact Fee or make an In-Kind Contribution to the District. If the County grants the application and issues a Development Permit, the Development Permit shall require the developer to pay the District Impact Fee or to make the In-Kind Contribution to the District.

d. The District shall be solely responsible for collecting any District Impact Fee owed by the developer, or receiving the In-Kind Contribution from the developer, if applicable. The County shall have no responsibility for collecting any District Impact Fee owed by any developer or ensuring a developer makes any In-Kind Contribution to the District. The District shall promptly notify the County when it has collected the District Impact Fee or accepted the In-Kind Contribution from the developer, and the County shall not issue any building permit in connection with the new development until it has received such notification from the District. For purposes of this paragraph 3(d), if an In-Kind Contribution to be made by the developer constitutes construction of improvements, or the conveyance of any apparatus, equipment, or real property, then "acceptance" shall mean a written agreement between the District and the developer for such construction or conveyance.

e. No developer shall be required to provide any site-specific dedication or improvement to meet the same need for Capital Facilities for which the District Impact Fee is imposed, and no District Impact Fee shall be imposed on a developer if the developer already is required to pay an impact fee or other similar

development charge for another Capital Facility used to provide similar Emergency Services, or if the developer has voluntarily contributed money for such other Capital Facility.

f. The District shall account for all District Impact Fees in accordance with Part 8 of Article 1 of Title 29, Colorado Revised Statutes.

g. Nothing contained in this Agreement shall invalidate any existing agreement for impact fees or development charges between the District and a developer to pay for Capital Facilities.

4. Effective Date and Term. This Agreement is effective as of the date the last Party signs this Agreement, and shall continue in effect until terminated in accordance with its terms.

5. Termination.

a. The Parties may at any time mutually agree in writing to terminate this Agreement.

b. The District may at any time terminate this Agreement upon 30 calendar days prior written notice to the County.

c. Within 30 calendar days of receiving an Updated Impact Fee Schedule and an Updated Nexus Study, the County may send the District written notice that it objects to the Updated Impact Fee Schedule. The Parties shall promptly meet to determine if they can agree upon a mutually acceptable Updated Impact Fee Schedule, or to continue the then-current Impact Fee Schedule. If the Parties are unable to agree upon a mutually acceptable Updated Impact Fee Schedule, or to continue the then-current Impact Fee Schedule, the County may terminate this Agreement upon 30 calendar days prior written notice to the District, and the County shall cease imposing the District Impact Fee as of the effective date this Agreement is terminated.

6. Default. If either Party defaults in its performance under this Agreement, the non-defaulting Party shall notify the defaulting Party of the default. The defaulting Party shall have the right to cure, or to make substantial efforts to cure, the default within 10 calendar days after the non-defaulting Party's notice of default is given. If the defaulting Party fails to cure, or to make substantial efforts to cure, the default within the 10 day period, the non-defaulting Party, at its option, may immediately terminate this Agreement or may elect to treat this Agreement as being in full force and effect. If the non-defaulting Party elects to treat this Agreement as being in full force and effect, then the non-defaulting Party shall have the right to bring an action for any remedy available to such Party in equity or at law.

7. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

8. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the matters covered by it, and supersedes any prior understanding or agreements, oral or written, with respect thereto.

9. Notices and Requests. Any notice permitted or required by this Agreement shall be in writing and shall be hand-delivered or sent by certified or registered mail, postage prepaid, return receipt requested, to the following addresses. Notices are effective upon receipt.

Adams County
Attn: CEDD, Director

Strasburg Fire Protection District
Attn: Fire Chief

Attachment 1

STRASBURG FIRE PROTECTION DISTRICT
EMERGENCY SERVICES IMPACT FEE SCHEDULE
Effective January 1, 2018

Residential	
Unit Type	Fee Per Dwelling Unit
Single Family	\$824
Multifamily	\$526

Nonresidential	
Type	Fee Per Square Foot
Nonresidential	\$0.53

No individual landowner is required to provide any site specific dedication or improvement to meet the same need for capital facilities for which an impact fee is imposed pursuant to this schedule.

Attachment 2

**STRASBURG FIRE PROTECTION DISTRICT
IMPACT FEE FORM**

Developer Information			
Development Company		State of Incorporation	
Address			
Telephone		Fax	
Contact Person			
Name		Title	
Telephone		Cell Phone	
Email Address			
Development Information			
Name of Development		Location (Address or Cross Streets)	
Residential Units		Non-Residential Square Footage	
Single Units (\$__ per unit)		Commercial (\$__ per square foot)	
2+ Units (\$__ per unit)		Office/Industrial (\$__ per square foot)	
Manufactured Homes (\$__ per unit)		Industrial/Flex (\$__ per square foot)	
Impact Fee			
Check one: <input type="checkbox"/> No impact fee owed <u>or</u> <input type="checkbox"/> Impact fee owed in the amount of \$ _____			
If applicable: <input type="checkbox"/> An in-kind contribution will be made in lieu of paying all or a portion of an impact fee. Description of the in-kind contribution (attach additional information if necessary) and amount of impact fee off-set:			

The developer must submit this signed Impact Fee Form with the other documentation required by Adams County as part of its development permit application process. If the County denies the application, the developer is not required to pay the Impact Fee or make an In-Kind Contribution to the District. If the County grants the application and issues a development permit, the developer must pay the Impact Fee and/or make the In-Kind Contribution or enter into a written agreement with the District before the County will issue a building permit in connection with the development.

DEVELOPER:

STRASBURG FIRE PROTECTION DISTRICT:

By: _____
Date: _____

By: _____, Fire Chief
Date: _____



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 12, 2017
SUBJECT: Resolution approving right-of-way agreement between Adams County and Marcia E. Naiman Revocable Trust, et al, for property necessary for the York Street Improvements Project - York Street from East 78 th Avenue to Highway 224
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

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

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Draft resolution and right-of-way agreement.

FISCAL IMPACT:

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

Fund: 13
Cost Center: 3056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561701	\$2,228.00
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$2,228.00</u></u>

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

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

Additional Note:

Total project budget is \$3,000,000

Draft Resolution

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

**RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS
COUNTY AND MARCIA E. NAIMAN REVOCABLE TRUST, ET AL, FOR PROPERTY
NECESSARY FOR THE YORK STREET IMPROVEMENTS PROJECT –
YORK STREET FROM EAST 78TH AVENUE TO HIGHWAY 224**

Resolution 2017-

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

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

WHEREAS, this fee parcel dedication is located in the Southeast Quarter of Section 35, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Marcia E. Naiman Revocable Trust, et al (“Parcel 29”); and,

WHEREAS, Adams County requires ownership of Parcel 29 for construction of the street improvements; and,

WHEREAS, Marcia E. Naiman Revocable Trust, et al, is willing to sell Parcel 29 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and Marcia E. Naiman Revocable Trust, et al, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

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

Right-of-Way Agreement

This Agreement is made and entered into by and between **Marcia E. Naiman Revocable Trust, et al** whose address is **910 West 8th Avenue, Denver, Colorado 80204** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at **7501 York Street, Denver, Colorado 80229**, hereinafter (the "Property") for the York Street Improvements Project – York Street from East 78th Avenue to Highway 224 (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in **Exhibit A** attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **TWO THOUSAND TWO HUNDRED TWENTY-EIGHT AND NO/100'S DOLLARS (\$2,228.00)** including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

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

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

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

Marcia E. Naiman Revocable Trust

Owner(s): _____

By: *Hal M. Naiman*

Printed Name: *Hal M. Naiman*

Title: *Trustee*

Approved:

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

Chair

Date

Approved as to Form:

County Attorney



Drexel, Barrell & Co.

MAY 2, 2016

Engineers/Surveyors

**Boulder
Colorado Springs
Greeley**

1800 38th Street
Boulder, CO 80301-2620

303.442.4338
303.442.4373 Fax

LEGAL DESCRIPTION PARCEL 29 RIGHT-OF-WAY DEDICATION

A TRACT OF LAND LOCATED IN THE SE1/4 OF SECTION 35, T2S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE E1/4 CORNER OF SAID SECTION 35 AND CONSIDERING THE EAST LINE OF SAID SE1/4 TO BEAR S00°01'12"W, THENCE S08°31'41"W, 352.96 FEET TO THE NORTHERLY LINE OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 2012000044480, IN THE ADAMS COUNTY RECORDS, SAID POINT BEING THE **TRUE POINT OF BEGINNING;**

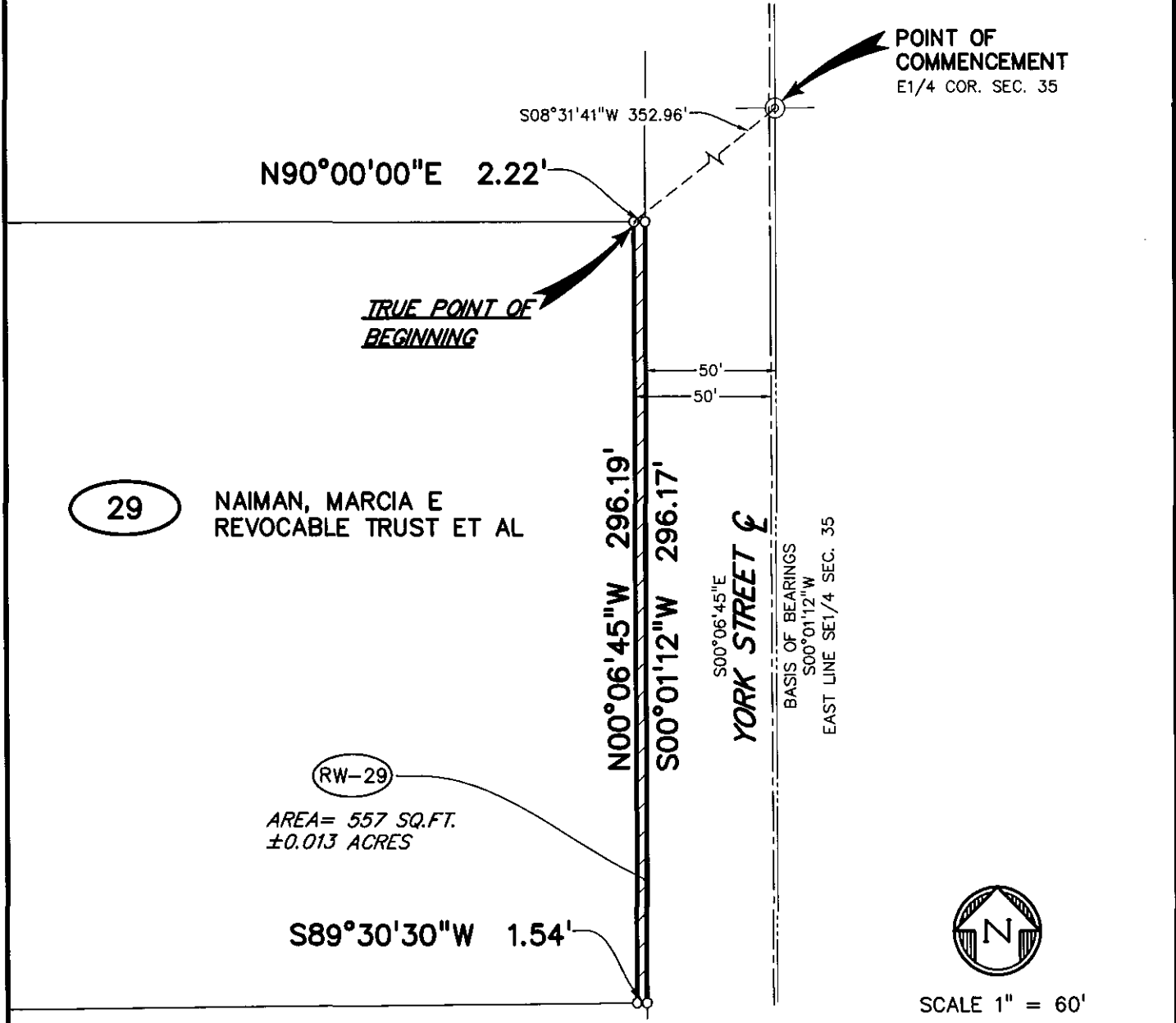
THENCE N90°00'00"E, 2.22 FEET ALONG SAID NORTHERLY LINE TO THE WESTERLY LINE OF YORK STREET; THENCE S00°01'12"W, 296.17 FEET ALONG SAID WESTERLY LINE TO THE SOUTHERLY LINE OF SAID TRACT OF LAND DESCRIBED AT RECEPTION NO. 2012000044480; THENCE S89°30'30"W, 1.54 FEET ALONG SAID SOUTHERLY LINE; THENCE N00°06'45"W, 296.19 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 0.013 ACRES OR 557 SQUARE FEET, MORE OR LESS.

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



EXHIBIT PARCEL 29 R.O.W. DEDICATION



NOTES

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

IN ACCORDANCE WITH CRS 13-80-105;

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

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

BOULDER, COLORADO (303) 442-4338
COLORADO SPRINGS, COLORADO (719) 260-0887
GREELEY, COLORADO (970) 351-0845



Revisions - Date	Date 4-21-16	Drawn By JRF	Job No. 20805
	Scale 1"=60'	Checked By MES	Drawing No. IN FILE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 12, 2017
SUBJECT: Adams County Head Start's Lease Agreement with Westminster Public Schools for Program Years 2017-2020
FROM: Chris Kline, 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 Approve the resolution for Head Start to lease the Shaw Primary School at 8401 Circle Drive, Westminster, CO 80031 for Program Years 2017-2020

BACKGROUND:

Adams County Head Start leases space in the community to provide Head Start services. Attached is a Lease Agreement with Westminster Public Schools (September 1, 2017 – August 31, 2020). The agreement will provide classroom and outdoor playground space for Head Start children at the Shaw Primary School located at 8401 Circle Drive, Westminster.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Westminster Public Schools

ATTACHED DOCUMENTS:

Resolution attached

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: 935117

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5230		\$73,387.12
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$73,387.12</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7915		\$73,387.12
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>\$73,387.12</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

**RESOLUTION APPROVING LEASE AGREEMENT BETWEEN
WESTMINSTER PUBLIC SCHOOLS AND ADAMS COUNTY FOR THE
HEAD START PROGRAM**

WHEREAS, Adams County, on behalf of the Adams County Head Start program, has leased space at the Shaw Primary School from Westminster Public Schools to provide Head Start services; and,

WHEREAS, by means of the attached Lease Agreement, the Adams County Head Start program wishes to continue to lease space at the Shaw Primary School.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Lease Agreement between Adams County and Westminster Public Schools to lease space at the Shaw Primary School be approved.

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

LEASE AGREEMENT

THIS AGREEMENT is made the 1st day of September, 2017, between Westminster Public Schools whose principal offices are located at 6933 Raleigh Street, Westminster, Colorado 80030, the LESSOR, and Adams County Head Start Program, whose address is 11860 Pecos Street, Westminster, CO 80234, the LESSEE.

WITNESSETH, that in consideration of the payment of the rent and the keeping and performance by the LESSEE of the covenants and agreements set forth herein, the LESSOR hereby leases unto the LESSEE the following described premises situated in the state of Colorado, County of Adams:

Shaw Primary School located at 8401 Circle Drive, Westminster, Colorado 80031, and use of the playground area between 7:30 am and 4:30 pm each weekday throughout the term of the lease.

To have and to hold the same from 12:00 p.m. on September 1, 2017 until 12:00 p.m. on August 31, 2020 and for rental fees as set forth in Exhibit A, which is hereby incorporated into this Agreement. Rental fees shall be paid in monthly installments with payments to begin with the first payment in September 2017 and the last payment in May 2020. Rent shall be paid in advance on the first day of each calendar month during said term at the office of the LESSOR at 6933 Raleigh Street, Westminster, Colorado 80030, or at such other place as the LESSOR may from time to time designate in writing.

1. In consideration of the lease of the premises, the LESSEE covenants and agrees as follows:
 - a. To pay the rent for the premises as provided herein. The parties hereto expressly recognize and agree that the LESSOR is to be paid with funds received by the LESSEE from the U.S. Department of Health and Human Services through the Administration for Children and Families. This Agreement shall not constitute a multi-year fiscal obligation. This Agreement is subject to annual appropriation by Lessee. In the event Lessee fails to appropriate funds for this Agreement for any given fiscal year, Lessee may terminate this Agreement upon 30 days written notice. The LESSEE is responsible for all rental amounts due through the date of termination as specified in the Agreement. The LESSEE shall be required to vacate the premises on or before the effective termination date;
 - b. At the expiration or termination of this Agreement, to surrender and deliver up the premises in as good order and condition as when the same were entered upon, loss by fire, inevitable accident or ordinary wear excepted;
 - c. To sublet no part of the premises, nor assign this Agreement or any interest therein, without first obtaining LESSOR's written consent;
 - d. To use the premises for no purpose prohibited by the laws, rules, regulations or ordinances of the United States, the State of Colorado, or any county or local unit of government having jurisdiction over the premises;
 - f. To the extent allowed by the law, to indemnify and hold harmless the LESSOR from and against any claim for personal injury or property damage resulting from any act or

omission of LESSEE, its directors, officers, employees or agents. LESSEE represents that it is a division of Adams County and is covered under the Adams County Self-Insurance Program and that Adams County maintains a self-insurance program with respect to the leased premises, liability will not exceed \$150,000.00 per claimant and \$600,000.00 each occurrence, and LESSEE will provide the LESSOR with a Certificate of Self-Insurance as evidence of coverage;

g. Not to permit the premises to be used for any purpose which would render the insurance thereon ineffective or the insurance risk more hazardous;

h. Not to make any alterations or modification in or upon the leased premises, including the installation or removal of attached fixtures, without first obtaining the written consent of LESSOR's Superintendent of Schools or such person as shall be appointed by the Superintendent of Schools as his/her designee. Any such alterations or modifications shall be done at LESSEE's expense, which expenses shall be the sole financial responsibility of LESSEE. If any such alterations or modifications are made, LESSEE shall be obligated to restore the leased premises to their original condition as entered upon, if requested to do so in writing by LESSOR;

i. To allow LESSOR at any reasonable hour of the day to enter into and go through the premises and to allow the LESSOR periodic inspections of the entire premises, at least once a month or more often if LESSOR so requires;

j. To reimburse LESSOR for any expense incurred by it in repairing any damage to the premises caused by the LESSEE, its directors, officers, and employees or agents or any person on the premises for any purpose of LESSEE.

2. LESSOR and LESSEE further agree that:

a. LESSOR and LESSEE shall mutually inspect the premises prior to occupancy by LESSEE for the purpose of determining the existing condition of the structure, including the electrical and mechanical equipment. An inspection report shall be prepared, dated and signed by representatives of LESSEE and LESSOR indicating any preconditions for which LESSEE shall not be held liable under paragraph 2(b) of this Agreement. The inspection report shall be attached hereto and shall be considered part of the Agreement;

b. LESSEE shall assume all liability for operations costs within the building, including repair and maintenance of the building structure, except for the roof and major structural items, repairs and maintenance of the mechanical and electrical systems within the leased areas, and repair and maintenance of any kind incident to the operation and integrity of the building. Daily operations and maintenance of a custodial nature shall comply with maintenance standards as practiced by LESSOR in buildings owned and operated by it and shall be subject to periodic inspections, as determined by LESSOR to confirm compliance with this paragraph;

c. LESSOR shall be responsible for snow removal of parking lots, trash pickup, repair of damaged concrete or asphalt, snow removal and cleaning of walkways, and maintenance of exterior lighting;

d. If the premises become so damaged by fire, flood, act of God or any other casualty not caused by the LESSEE so as to render the premises as non-leasable, the LESSEE may terminate the Agreement without further obligation, unless the damage is repaired by LESSOR within thirty days in which case the Agreement shall continue under the existing terms and conditions. During the repair time and until the premises are rendered fully usable again, all rent shall be abated in an amount proportional to the percent of the premises rendered unusable for the purpose for which the LESSEE leased the premises;

e. LESSEE shall be responsible for payment of LESSEE's telephone service. LESSOR shall be responsible for natural gas, electric and water/sewer charges;

f. No waiver, expressed or implied to any breach of any one or more of the covenants herein shall be deemed or taken to be a waiver of any succeeding or other breach;

g. If, after the expiration of the Agreement, the LESSEE shall remain in possession of the premises and continue to pay rent without written agreement as to such possession, the LESSEE shall be regarded as a tenant from month-to-month at a monthly rent, payable in advance equal to the last monthly installment hereunder, and subject to all of the terms and conditions of this Agreement;

h. If the premises are left vacant, and any part of the rent unpaid, LESSOR may, at its option, either retake possession of the premises, terminating the Agreement and LESSEE's obligations thereunder, except that LESSEE shall be responsible for payment of any rent that is owing for the remaining term of the Agreement and the costs of any damages to the premises, or LESSOR may re-rent the premises to another tenant, which will reasonably mitigate LESSOR's damages under the circumstances. In its efforts to re-rent, LESSOR may make such changes and repairs as may be required. LESSEE shall be liable for the balance of the rent herein reserved until the expiration of the term of this Agreement;

i. If the rent above is reserved, or any part thereof, shall be in arrears, or if default shall be made of any of the covenants or agreements set forth in this Agreement to be kept by LESSEE, it shall be lawful upon ten days written notice for monetary matters and thirty days written notice for non-monetary matters for LESSOR to declare the term ended and to repossess the premises;

j. At the expiration of the term of this Agreement, whether by passage of time or by act of LESSOR taken pursuant to the terms hereof, LESSEE shall surrender and deliver up the premises peaceably to the LESSOR, and if LESSEE shall remain in possession after termination of this lease and demand for full possession by LESSOR, LESSEE shall be deemed guilty of a forcible detainer of the premises under the statute, and shall be subject to eviction and removal in accordance with state law;

k. If LESSEE becomes insolvent or is declared bankrupt, LESSOR may declare this Agreement ended and all right of LESSEE under this Agreement shall immediately terminate;

l. LESSOR will provide LESSEE with a reasonable number of keys to those portions of the premises leased to LESSEE and to common area doors to the Shaw Primary School facility;

m. LESSEE shall not re-key or change or add locks to any such interior or exterior doors without LESSOR's written consent and unless LESSOR is provided with keys to such doors or locks.

3. If LESSOR determines that it requires the use of the premises for school purposes, it may provide written notice to LESSEE, on or about April 15th of each year, that the Agreement shall be terminated, and LESSEE shall vacate the premises within ninety days from the receipt of such notice. Any such determination by LESSOR shall be made at LESSOR's sole discretion. Notice of termination pursuant to this paragraph shall not relieve either of the parties from their duties and obligation under this Agreement during the ninety days following such notice and until such time as LESSEE has vacated the premises.

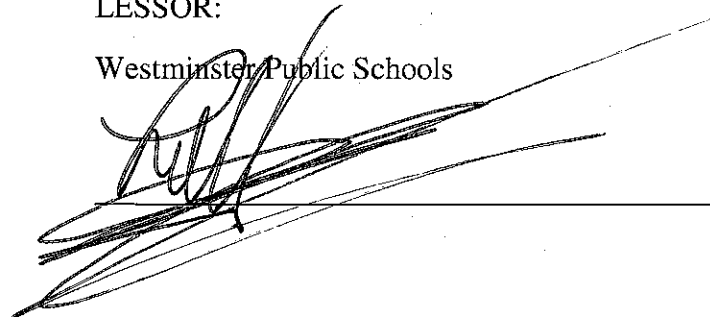
4. LESSOR makes no representations whatsoever concerning the suitability of the current zoning of the premises for the use intended by LESSEE.

5. All notices provided for in this Agreement and all written communications between the parties concerning the premises shall be mailed or hand-delivered to the addresses first set forth above unless written notice of a change in the address of either party is provided to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement 1st day of September, 2017.

LESSOR:

Westminster Public Schools



ATTEST:

LESSEE:

Adams County Head Start Program

Adams County Board of County Commissioners

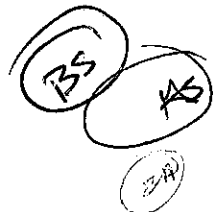


EXHIBIT A

Rent Payment Schedule

2017-2018:

September 2017 through December 2017 – \$ \$2,177.78/month payable on or before the first day of the month beginning on September 1, 2017.

January 2017 through May 2018 -- \$2812.00/month payable on or before the first day of the month beginning on January 1, 2018.

2018-2019:

September 2018 through May 2019 - \$2,812.00/months payable on or before the first day of the month beginning on September 1, 2018

2019-2020:

September 2019 through May 2020 -- \$2,812.00/months payable on or before the first day of the month beginning on September 1, 2019



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 12/12/2017
SUBJECT: 2018 Town of Bennett IGA for Law Enforcement Services
FROM: Marc Osborne
AGENCY/DEPARTMENT: Sheriff's Office
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the IGA with the Town of Bennett for Law Enforcement Services.

BACKGROUND:

The 2017 agreement with the Town of Bennett for law enforcement services will end on 12/31/2017. This new IGA will continue the law enforcement services to the Town of Bennett from 1/1/2018 – 12/31/2018.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolution
IGA

FISCAL IMPACT:

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

Fund: 1

Cost Center: 2017

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5885.1		370,000
Additional Revenue not included in Current Budget:			17,797
Total Revenues:			<u>387,797</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7005		387,797
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>387,797</u>

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

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

Additional Note:

RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN
ADAMS COUNTY AND THE TOWN OF BENNETT FOR LAW ENFORCEMENT
SERVICES

Resolution

WHEREAS, the Town of Bennett (“Bennett”) and the Adams County Sheriff’s Office (“Sheriff’s Office”) have entered into a series of Intergovernmental Agreements (“IGAs”) authorizing the Sheriff’s Office to supply law enforcement services within Bennett; and,

WHEREAS, the current IGA has expired and Bennett requests that the Sheriff’s Office continues to supply law enforcement services to its town by means of the attached IGA; and,

WHEREAS, the Sheriff’s Office wishes to provide law enforcement services to Bennett pursuant to the terms and conditions of the attached IGA; and,

WHEREAS, in consideration of the services rendered by the Sheriff’s Office, Bennett agrees to pay the sum of Three Hundred Eighty-Seven Thousand, Seven Hundred Ninety-Seven Dollars (\$387,797) to Adams County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Intergovernmental Agreement between Adams County, on behalf of the Adams County Sheriff’s Office, and the Town of Bennett for law enforcement services from January 1, 2018 through December 31, 2018, a copy of which is attached hereto and incorporated by reference, is hereby approved.

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

**ADAMS COUNTY, COLORADO
INTERGOVERNMENTAL AGREEMENT
WITH THE TOWN OF BENNETT FOR LAW ENFORCEMENT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF BENNETT FOR LAW ENFORCEMENT SERVICES (Law Enforcement IGA) is made this _____ day of _____, 2017, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Suite C5000A, Brighton, Colorado 80601, hereinafter referred to as the "County," on behalf of the Adams County Sheriff's Office, and the Town of Bennett, located at 355 Fourth Street, Bennett, Colorado 80102, hereinafter referred to as "Bennett." The County and Bennett may be collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the County is a county of the state that has been duly established and is operating pursuant to Colo. Const. art. XIV and Title 30 of the Colorado Revised Statutes (C.R.S.), as amended; and

WHEREAS, Bennett is a municipal corporation that has been duly established and is operating pursuant to Colo.Const. arts. XIV and XV and Title 31, C.R.S.; and

WHEREAS, pursuant to Colo. Const. art. XIV, § 18, and § 29-1-203, C.R.S., as amended, the County and Bennett are authorized to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, pursuant to § 30-11-410, C.R.S., as amended, the governing body of a municipality and the Board of County Commissioners are expressly authorized to contract for the purpose of providing law enforcement services; and,

WHEREAS, the County and Bennett mutually desire to contract for law enforcement services.

NOW, THEREFORE, the County and Bennett, for the consideration herein set forth, agree as follows:

SECTION I-SERVICES TO BE PROVIDED BY THE COUNTY

The Adams County Sheriff's Office shall provide law enforcement services to Bennett as specified in "Attachment A," which is attached hereto and incorporated herein by this reference. The standard service is to be provided based upon law enforcement service units, which is defined to mean one **(1)** Patrol Deputy and one-half (1/2) Detective position, including the equipment and supplies incidental to providing each service unit. Additionally, fifty percent (50%) of a Patrol portion and thirty-seven point five percent (37.50%) of a Detective portion of a second service unit will be provided under the 2018 contract.

All employees staffing the service unit shall be employees of the County, and not of Bennett, and all equipment and supplies provided incidental thereto shall be and remain the property of the County.

In the event of any conflicts or inconsistencies between the terms and conditions contained in the body of this Law Enforcement IGA and those contained in Attachment A, the terms and conditions contained in the body of this Law Enforcement IGA shall prevail and control.

SECTION II- RESPONSIBILITIES OF BENNETT

Bennett shall provide information as necessary or requested by the County to enable its performance under this Law Enforcement IGA. Bennett hereby expressly delegates to the Adams County Sheriff's Office authority to enforce any and all laws applicable to and within the territory of Bennett.

SECTION III - TERM

The term of this Law Enforcement IGA shall be for one (1) calendar year, beginning on January 1, 2018 and ending on December 31, 2018. This Law Enforcement IGA may be renewed for additional one-year terms, but only upon written notice from Bennett that it wishes to renew the agreement for an additional year. For fiscal planning purposes, such notice must be received by the County on or before August 31st of each year.

SECTION IV- PAYMENT AND FEE SCHEDULE

Bennett shall pay the County the base sum of *Three Hundred Eighty Seven Thousand and Seven Hundred Ninety Seven Dollars (\$387,797.00)* for the services provided hereunder. This sum shall be paid in quarterly installments as specified in Attachment A. Bennett shall also make quarterly payments to the County for any overtime or additional charges as invoiced pursuant to Attachment A.

SECTION V- INDEPENDENT CONTRACTOR

In providing services under this Law Enforcement IGA, the County, including all employees of the Adams County Sheriff's Office, acts as an independent contractor and not as an employee of Bennett. 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 Law Enforcement IGA. No employee, agent, servant, or subcontractor of the County shall be deemed to be an employee, agent, or servant of Bennett because of the performance of any services or work under this Law Enforcement 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 Bennett. 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 Law Enforcement 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-INSURANCE AND GOVERNMENTAL IMMUNITY

During the term of this Law Enforcement IGA, the Parties agree to maintain insurance in all forms and types as required by law through either commercial policies or self-insurance. Nothing in this Law Enforcement IGA shall be construed as a waiver by either party of any provisions of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended.

SECTION VIII-TERMINATION

Either party may terminate this Law Enforcement IGA upon the provision of written notice to the other party at least three (3) calendar months prior to the effective date of the termination.

SECTION IX- MUTUAL UNDERSTANDINGS

A. Jurisdiction and Venue

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Law Enforcement IGA. The Parties agree that jurisdiction and venue for any disputes arising under this Law Enforcement IGA shall be with the 17th Judicial District, Colorado.

B. Compliance with Laws

During the performance of this Law Enforcement 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 Law Enforcement IGA that are considered to be "Protected Health Information."

C. Record Retention

The Parties shall maintain records and documentation of the services provided under this Law Enforcement IGA, including fiscal records, and shall retain the records for a period of three (3) years from the date this Law Enforcement 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 Law Enforcement IGA, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by either party without the prior written consent of both Parties.

E. Waiver

Waiver of strict performance or the breach of any provision of this Law Enforcement 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. Force Majeure

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

G. Notice

Any notices given under this Law Enforcement 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 Law Enforcement IGA, any and all notices shall be addressed to the contacts listed below:

For the County:

Adams County Sheriff's Office
332 North 19th Avenue
Brighton, CO 80601
Phone: (303) 654-1850
Facsimile: (303) 655-3296

Adams County Attorneys' Office
4430 S. Adams County Parkway, Ste 5000B
Brighton, CO 80601-8206
Phone: (720) 523-6116
Facsimile: (720) 523-6114

For the Contractor:

Town of Bennett
355 Fourth Street
Bennett, CO 80102-7806
Phone: (303) 644-3249
Facsimile: (303) 644-4125

H. Integration of Understanding

This Law Enforcement 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 Law Enforcement 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 Law Enforcement 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 Law Enforcement IGA or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions in this Law Enforcement IGA by and on behalf of the County and Bennett shall be for the sole and exclusive benefit of the County and Bennett.

L. Severability

If any provision of this Law Enforcement IGA is determined to be unenforceable or invalid for any reason, the remainder of this Law Enforcement 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 into this Law Enforcement 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:
STAN
MARTIN
CLERK AND RECORDER

Deputy Clerk

Approved as to form:

Adams County Attorney's Office

ATTACHMENT A
TO LAW ENFORCEMENT IGA
WITH TOWN OF BENNETT

- 1. Agreement to Supply Police Services.** The County agrees to furnish to Bennett reasonable law enforcement services as deemed necessary by the Adams County Sheriff's Office every day during the life of this Law Enforcement IGA. Law enforcement services will be provided in the equivalent of service units. The County agrees to furnish additional deputy sheriffs as may be needed by or requested by Bennett from time to time as long as such deputies are available and their assignment will not adversely affect law enforcement services provided to unincorporated portions of the County. The Sheriff reserves the right to determine all law enforcement functions; including those deemed extraordinary. All extraordinary law enforcement services will be considered additional in nature and billed as such to Bennett. Bennett shall pay compensation for additional deputies as provided herein.

- 2. Place and Nature of Services.** This Law Enforcement IGA will be implemented by the Adams County Sheriff's Office and shall not in any way affect the regular law enforcement services provided by the Adams County Sheriff's Office to unincorporated portions of Adams County. The Sheriff will make all determinations in scheduling and designating the patrol area of the deputy supplied under this Law Enforcement IGA. The standards of performance, disciplining of deputies, control of personnel providing such services, and other matters incident to the performance of the services to be provided hereunder shall be in accordance with the Sheriff's Office policies.

All legal documents, i.e. subpoenas, summonses, or any legal paperwork not generated by the Adams County Sheriff's Office that requires service shall be handled as follows: Legal documents will be provided by Bennett to the Civil Section of the Adams County Sheriff's Office. Adams County Sheriff's Office personnel will serve only legal documents required to be served in Adams County. Bennett will pay legal services in accordance with the Adams County Sheriff's Office fee schedule, based upon the Colorado Revised Statutes.

Criminal and traffic enforcement action taken by deputies assigned to Bennett will be handled in the same manner and nature as enforcement action takes place within unincorporated territories of the County. Generally, it will be standard practice for deputies to utilize Bennett Municipal Ordinances for criminal and traffic charging whenever practical; however, appropriate charging shall remain at the deputies' discretion.

Law enforcement services provided to Bennett under this Law Enforcement IGA will be provided within that territory of Bennett that is located in Adams County.

Areas outside of Adams County, annexed by Bennett, will not be served under this Law Enforcement IGA. The Sheriff, or his designee, will meet with the Bennett Trustees on an as-needed basis. The meetings may occur in an effort to maintain communication and enhance community policing and partnerships.

3. **Personnel and Equipment.** The County further agrees that such services will include the enforcement of state statutes and such municipal ordinances of Bennett that are of the same type and nature as ordinances of the County enforced by Sheriff's personnel within unincorporated territories of the County. The County shall furnish and supply all necessary labor, supervision, equipment, vehicles, communication facilities, and supplies necessary to provide the services to be rendered hereunder. In the event the Parties determine that law enforcement headquarters should be maintained within the town limits, Bennett shall furnish such office at its own cost and pay for the expense of office space, furniture, furnishings, office supplies, custodial services, and telephone, heating, electrical services, water and other utilities. In special instances when special supplies, stationery, notices, forms and similar materials are to be issued in the name of Bennett, the same is to be supplied by Bennett at its own expense.
4. **Payment.** Bennett agrees to pay the County the base sum of *Three Hundred Eighty Seven Thousand, and Seven Hundred Ninety Seven Dollars (\$387,797.00)*, during the term of this Law Enforcement Agreement. Payments of the base sum are to be made in quarterly installments at the end of each three (3) month period. The County is to provide a statement at the close of each calendar quarter, and Bennett shall pay the amount therein set forth within thirty (30) days after the receipt of such statement. If such payment is not received by the County within forty (40) days after the submission of the billing, the County may satisfy such payment from any funds of Bennett that are in the hands of the County without advance notice to Bennett of the County's intention to do so, or the County may proceed in any manner provided by law to collect such indebtedness.

In accordance with billed services, all overtime and Victim Advocate Coordinator hours will be billed quarterly to Bennett. Bennett shall receive a billing statement to be paid to the Adams County Sheriff's Office Finance Section. That billing shall be handled separately from the quarterly installments to be paid to the Adams County Fiscal Affairs Department.

5. **Equipment.** All equipment used in the performance of this Law Enforcement IGA, including vehicles, firearms, communication equipment, and supplies, shall remain the property of the County.
6. **Reports.** Incidental to and in addition to the services performed hereunder, the County shall furnish monthly Sheriff's reports of the activities of the deputy assigned to perform the services of this Law Enforcement IGA. Such reports are to be delivered within a reasonable time to the office of the Bennett Town Clerk.

7. **Definition of Service Unit.** Law enforcement services provided to Bennett under this Law Enforcement IGA will be provided in the equivalent of service units. A service unit is one (1) Patrol Deputy and one-half (Y2) of a Detective position. That service unit includes the vehicle and supplies/items needed to allow the deputy and/or detective to function at their assigned tasks. The cost of a service unit is the equivalent of all costs incurred in the staffing and functioning of such employees. For the year 2018, law enforcement services provided to Bennett will consist of one complete service unit and fifty percent (50%) of a Patrol portion and thirty-seven point five percent (37.5%) of a Detective portion of a second service unit.

Service Unit Costs

One Service Unit	\$ 265,095
50% of Patrol Portion of 2nd Service Unit	\$ 93,167
Total	\$ 358,263
37.5% of Detective Portion of 2nd Service Unit	\$ 29,535
Total	\$ 387,797

2018 contract Cost for Law Enforcement Services **\$387,797**

ATTACHMENT A

Deputy Costs

Monthly Salary	\$6,885	
Hourly	\$39.72	
Overtime Rate	\$59.58	
80 Hrs. Vacation		\$3,178
60 Hrs. Sick		\$2,383
Annual Salary		\$82,620
Benefits		\$38,572
		\$126,753

Operating Costs

Basic Uniforms		\$2,978
Patrol Only Issue - helmet, raincoat, asp, ticket holder		328
Cell Phone -phone and airtime		655
Pager		92
Mobile Data Terminal- incl. Software, dock, support		7,916
Shotgun		601
Rifle		846
Gas Mask		218
Ammo		546
Misc. Supplies		873
Taser		1,099
Vehicle - fleet rental/maintenance		25,867
800 MHz Radio System- portable, mobile, base		7,318
ADCOM Usage- based on \$1,160,157/year		10,245
		\$59,582

Annual

Hourly (based on 2080 hrs.)	\$89.58	\$186,335
-----------------------------	---------	------------------

Detective Costs

Monthly Salary	\$6,885	
Hourly	\$39.72	
Overtime Rate	\$59.58	
80 Hrs. Vacation		\$3,178
60 Hrs. Sick		\$2,383
Annual Salary		\$82,620
Benefits		\$38,572
		\$126,753

Operating Costs

Cell Phone		\$ 655
Pager		92
Ammo		546
Miscellaneous Supplies		873
Computer software/support		5,787
Vehicle - fleet rental/maintenance		5,251
800 MHz Radio -portable, mobile, base		7,318
ADCOM Usage		10,245
	<i>Total Operating</i>	\$30,767
Annual	\$157,520	

Half Cost **\$78,760**

Annual
Hourly (based on 2080 hrs.) **\$37.87**

Billed Services

Overtime:

All overtime hours for service provided by this contract will be billed quarterly by the Adams County Sheriff's Office Finance Section to the Town of Bennett.

Overtime Hourly Rate: \$59.58

Victim Services:

All Victim Advocate hours provided by the East Victim Advocate Coordinator provided by this contract will be billed quarterly by the Adams County Sheriff's Office Finance Section to the Town of Bennett.

East Victim Advocate Coordinator Hourly Rate \$27.19

All billable overtime and victim services hours will be itemized and provided to the Town of Bennett to accompany the quarterly billing statement.

Services provided by the Sheriff's Office not included in the annual agreement contract/cost:

- > *Records Section*
- > *Laboratory Services*
- > *Photography*
- > *Evidence/Storage*
- > *Supervisory Services*
- > *Administrative Services Division Staff Hours*
- > *Detective Division Staff Hours*
- > *Patrol Division Staff Hours*
- > *Warrants Section*
- > *Crime Analysis*
- > *Crime Prevention*
- > *North Metro Narcotics Task Force*
- > *T.A.C. Section - Traffic/Community Resource Team*



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 12, 2017
SUBJECT: IGA with State of Colorado for the sale and purchase of land for Youth Services Center
FROM: Raymond H. Gonzales, County Manager
AGENCY/DEPARTMENT: County Manager's Office
HEARD AT STUDY SESSION ON November 22, 2016
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.

BACKGROUND:

The State of Colorado Department of Human Services has received funding to design the replacement of the Adams Youth Services Center. This facility is the oldest youth detention facility in the State system.

The County and the State of Colorado has developed an Intergovernmental Agreement (IGA) regarding the acquisition and development of the Adams Youth Services Center.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office
County Attorney's Office
State of Colorado Department of Human Services

ATTACHED DOCUMENTS:

Resolution
IGA

FISCAL IMPACT:

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

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:

This IGA does not have any direct funding impact.

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND THE STATE OF COLORADO REGARDING THE ACQUISITION AND DEVELOPMENT OF THE ADAMS YOUTH SERVICES CENTER

WHEREAS, the current Adams Youth Services Center is the oldest youth detention facility in the State of Colorado and in need of replacement; and,

WHEREAS, Adams County wishes to obtain land for a new facility by purchasing approximately twelve acres of land located in Brighton, CO (the "Property"), from IVE Colorado LLC, Jacobs Colorado LLC, and King Paul LLC; and,

WHEREAS, by means of the attached intergovernmental agreement ("IGA"), Adams County has agreed to convey the Property to the State at no cost to the State, in consideration of the State operating the new Adams Youth Services Center and providing funds for the development and construction of the new Adams Youth Services Center.

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

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

INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND THE STATE OF COLORADO
REGARDING THE ACQUISITION AND DEVELOPMENT OF THE ADAMS YOUTH SERVICES CENTER.

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into this ___ day of _____, 2017 by and between Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601 ("County"), and the State of Colorado, acting by and through the Department of Human Services located at 1575 Sherman Street, Denver, Colorado 80203 ("State");

WHEREAS, the County intends to enter into a separate contract ("Purchase Contract") with IVE Colorado LLC, Jacobs Colorado LLC and King Paul 1 LLC, located at 4500 Cherry Creek Dr. South, #860, Denver, Colorado 80246 ("Owners"), to purchase an approximately twelve (12) acre parcel of land located in the City of Brighton, Colorado, as described in Exhibit A, Legal Description, attached hereto and incorporated by this reference ("Property"), for future development of a regional youth services center (the "Adams Youth Services Center" or "AYSC");

WHEREAS, the Property does not include mineral rights, water rights, or other rights retained by the Owners pursuant to the Purchase Contract;

WHEREAS, the County intends to convey the Property to the State at no cost to the State, in consideration for the State's request of future funds for the future development, construction and operation of the AYSC by the State, subject to the terms and conditions of this IGA, which will be of mutual benefit to the State and the County;

WHEREAS, the State has undertaken preliminary programming and design activities with respect to the Property and has identified the Property as suitable for the development and construction of the AYSC;

WHEREAS, the State, at its sole cost, will complete the planning and construction of the AYSC in phased increments, in accordance with the terms and conditions of this IGA, contingent upon the appropriation of State funds for such purpose, of which the first phase for planning is already funded; and

WHEREAS, the Parties are authorized to enter into this IGA pursuant to Article XIV, Section 18(2)(a) of the Colorado Constitution and § 24-1-136.5(7), C.R.S.;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties mutually agree as follows:

A. Obligations of the Parties

1. The County shall:

- a. Purchase the Property from Owners in fee simple by July 31, 2018;
- b. Require the Owners to provide the County with a Special Warranty Deed transferring the Property to the County, in a form reasonably acceptable to the State;
- c. Require the Owners to provide the County a title policy issued by Fidelity National Title Insurance Company ("Title Company"), which names the County as an insured, in a form reasonably acceptable to the County ("Title Policy"); and
- d. Request that the Owner provide an ALTA Survey to the County, which is specific to the Property and which contains a certification to the County, and the Title Company, in a form reasonably acceptable to the County. The County shall allow the State to review the ALTA Survey if one is received.

2. The State of Colorado shall:

- a. Be solely responsible for the costs of designing, developing, constructing and maintaining the AYSC and the Property, including the cost of any required permits, waivers, and approvals, and all courtesy submittals agreed to by the State, related to the design, development, construction, and maintenance of the AYSC and Property, all costs contingent upon availability of State funds for such purpose;
- b. At its sole cost, undertake the Buyer obligations listed in sections 11(T) and (U) of the Purchase Contract in a timely manner in order to ensure that deadlines in the Purchase Contract are met, except that the State does not undertake any delegation regarding Seller's remedies or indemnity under the Purchase Contract;

3. Upon receiving the below documents/information from the Title Company, County will furnish the State with:

- a. Copies of any plats, declarations, covenants, conditions, and restrictions burdening the Property, and

Owners to County.

2. The state shall actively and diligently attempt to secure funding for the construction of the AYSC on the Property on or before July 1, 2019. Construction of the AYSC must be completed by December 31, 2024. In the event that the State receives funding for and commences construction of the AYSC, the State shall construct the AYSC to State standards for this type of facility.
3. The dates described in Section B.2 of this IGA may be modified upon the mutual written agreement of both of the Parties.

C. Reversion of the Property:

1. If the State fails to meet the deadlines stated in section B.2, above :
 - a. The State shall transfer the Property subject to land dedications and public utility easements of record to the County by Special Warranty Deed within three (3) months of written request by the County;
 - b. The County shall reimburse the State for the increase of value to the Property from any improvements or development by the State, which shall be determined by an appraiser agreed upon by both parties within two years from the date of the State's transfer of the Property to the County or within sixty (60) days of a subsequent transfer by the County to a third party, whichever occurs first; and
 - c. This IGA shall terminate without penalty, and without further liability, responsibility, or obligation for either Party, other than as specifically set forth in this IGA.
2. In the event the State constructs the AYSC and in the event the State ceases to use the Property for use by the Department of Human Services for a consecutive period of six (6) months, the State shall transfer the Property subject to land dedications and public utility easements to the County by Special Warranty Deed.

D. Applicable State Special Provisions:

1. **CONTROLLER'S APPROVAL.** C.R.S. §24-30-202(1). This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY.** C.R.S. §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall 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., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

4. NO EMPLOYMENT RELATIONSHIP. Neither any Party nor any Party's agent or employee of shall be deemed to be an agent or employee of any other Party.
5. CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
6. BINDING ARBITRATION PROHIBITED. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
7. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00. State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions.
8. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. C.R.S. §§24-18-201 and 24-50-507. The Parties aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. The Parties have no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Parties' services and the Parties shall not employ any person having such known interests.

E. Miscellaneous

1. This IGA is the entire understanding of the Parties hereto and neither it, not the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by all of the Parties.
2. 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.
3. This IGA and any rights hereunder shall not be assignable or otherwise transferable, in whole or in part, by either Party without the written consent of the other.
4. 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.

5. Neither Party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond control of such Party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fire, floods, earthquakes, or other acts of God
6. The Parties agree to devote their best efforts and to exercise good faith in implementing the provisions of this IGA.
7. Notwithstanding anything to the contrary herein, the obligation of the State to fulfill the State's obligations under this Agreement shall be subject to and conditioned upon the appropriation of funds for such purpose by the Colorado Assembly and approval of such expenditures by the Colorado State Controller. The State is prohibited by law from making fiscal commitments beyond the term of its current fiscal period. If Federal appropriations or grants fund this contract in whole or in part, this IGA is subject to and contingent upon the continuing availability of appropriated Federal funds for this IGA. If State of Colorado or Federal funds are not appropriated, or otherwise become unavailable to fund this IGA, the State may immediately terminate this IGA in whole or in part without further liability.
8. The Parties represent to each other that the individuals signing this IGA have the authority to do so and all conditions precedent to executing this IGA have been met.
9. This Agreement 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.
10. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the County and State, and not to any third party. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement and do not create any rights for such third parties.

IN WITNESS WHEREOF, the Parties hereto have signed this IGA, which shall be effective upon the signature of the last person, including the Colorado State Controller or designee, to sign this IGA (the "Effective Date").

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

** Persons signing for Parties hereby swear and affirm that they are authorized to act on that Party's behalf and acknowledge that the other Party is relying on their representations to that effect.*

<p align="center"><u>COUNTY OF ADAMS</u></p> <p>_____ Name of Authorized Signatory</p> <p>_____ Title of Authorized Signatory</p> <p>_____</p> <ul style="list-style-type: none">• Signature <p>Date: _____</p>	<p align="center"><u>STATE OF COLORADO</u> <u>John W. Hickenlooper, Governor</u> Colorado Department of Human Services Anthony Gherardini, Deputy Executive Director of Operations</p> <p>_____</p> <p align="center">By: Anthony Gherardini Signatory avers to the State Controller or delegate that Parties have not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p>Date: _____</p>
<p align="center">LEGAL REVIEW Doug Edelstein, County Attorney</p> <p>_____</p> <p align="center">*Signature</p> <p>Date: _____</p>	<p align="center">LEGAL REVIEW Cynthia H. Coffman, Attorney General</p> <p>By: _____</p> <p align="center">Signature - Assistant Attorney General</p> <p>Date: _____</p>

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. No Party is authorized to begin performance until such time. If a Party begins performing prior thereto, the State of Colorado is not obligated to pay the Party for such performance or for any goods and/or services provided hereunder.

<p align="center"><u>STATE CONTROLLER</u> Robert Jaros, CPA, MBA, JD</p> <p align="center">By: _____</p> <p align="center">Clint Woodruff, Controller, Colorado Department of Human Services</p> <p align="center">Date: _____</p>
--



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 12/12/2017
SUBJECT: Veterans Advisory Commission of Adams County
FROM: Robert J. Sheetz, VSO Adams County
AGENCY/DEPARTMENT: Veteran Services, Human Services Department
HEARD AT STUDY SESSION ON: 10/10/2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the resolution.

BACKGROUND:

Creation of the Veterans Advisory Commission to gather veterans from within Adams County to discuss challenges veterans may be facing and make recommendations to the Board.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Veteran Services within Human Services

ATTACHED DOCUMENTS:

Resolution to Establish the Commission

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION ESTABLISHING THE ADAMS COUNTY VETERANS ADVISORY COMMISSION

WHEREAS, Adams County veterans face unique challenges on a daily basis; and,

WHEREAS, Adams County has decided to gather together veterans from within the county to address and work cooperatively with other county boards, councils, and staff with regard to policies, programs, and concerns relating to veterans' interest and develop new working relationships with all other agencies serving veterans within the County; and,

WHEREAS, the Veterans Advisory Commission shall consist of nine members (all of whom shall be residents of Adams County, six of whom shall be members of the general public who are veterans, and the remaining additional members shall either be active duty military personnel, in the National Guard, the Air National Guard, or Reserve members of any military branch serving in Colorado or be immediate family members including surviving spouses of military, National Guard, reservist or veterans within Adams County) that are appointed by, and may be removed by, the Adams County Board of County Commissioners; and,

WHEREAS, the initial term for four members of the Veterans Advisory Commission shall be for three years and the initial term for the remaining five members shall be for four years, with all members to have four-year terms thereafter; and,

WHEREAS, vacancies shall be filled by appointment for the unexpired terms in the manner the appointments are initially made; and,

WHEREAS, the members shall continue in office until their successors are appointed and have qualified; and,

WHEREAS, members shall be eligible for reappointment, but shall not serve more than two consecutive terms.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Veterans Advisory Commission is hereby established in order to make recommendations to the Board of County Commissioners regarding the veterans within Adams County.

BE IT FURTHER RESOLVED that the Veterans Advisory Commission shall be staffed by the Veterans Services Officer.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 12, 2017
SUBJECT: Riverdale Road Over Todd Creek Bridge Scour and Structural Rehabilitation Project
FROM: Raymond H. Gonzales, County Manager Patti Duncan, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a Bid Award to Jalisco International, Inc., for the Riverdale Road over Todd Creek Bridge Scour and Structural Rehabilitation Project.

BACKGROUND:

During one of Public Works’ biennial bridge inspections, the Riverdale Road Bridge over Todd Creek was found to have structural problems with the existing deck (roadway) system and questions about its ability to resist collapsing due to streambed scour (erosion) during major flooding. Based on a completed engineering study and design, this construction project is intended to resolve the problems and rehabilitate the bridge. The bridge will be closed to traffic during construction with a fully signed detour in place. Access to all properties along Riverdale Road will be maintained at all times.

A formal Invitation to Bid was solicited through the Rocky Mountain ePurchasing System (BidNet). The County received the following bids:

VENDOR	PRICE
Jalisco International, Inc.	\$787,658.00
ABCO Contracting, Inc.	\$876,455.00

After a thorough review of the bids, it was determined that Jalisco International, Inc., was the lowest, most responsive and responsible bidder.

The recommendation is that Jalisco International, Inc., be awarded an agreement for the Riverdale Road over Todd Creek Bridge Scour and Structural Rehabilitation Project in the not to exceed amount of \$787,658.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works

ATTACHED DOCUMENTS:

Resolution
PowerPoint Presentation

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: 3032

	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:	7820		\$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/> \$1,000,000

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AWARDING AN AGREEMENT TO JALISCO INTERNATIONAL, INC.,
FOR THE RIVERDALE ROAD OVER TODD CREEK BRIDGE SCOUR AND STRUCTURAL
REHABILITATION PROJECT

WHEREAS, Jalisco International, Inc., submitted a bid on November 14, 2017, for the Riverdale Road Over Todd Creek Bridge Scour and Structural Rehabilitation Project; and,

WHEREAS, it was deemed that Jalisco International, Inc., was the lowest, most responsive, and responsible bidder; and,

WHEREAS, Jalisco International, Inc., agrees to provide construction services for the Riverdale Road over Todd Creek Bridge Scour and Structural Rehabilitation Project in the not to exceed amount of \$787,658.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to Jalisco International, Inc., for the Riverdale Road over Todd Creek Bridge Scour and Structural Rehabilitation Project.

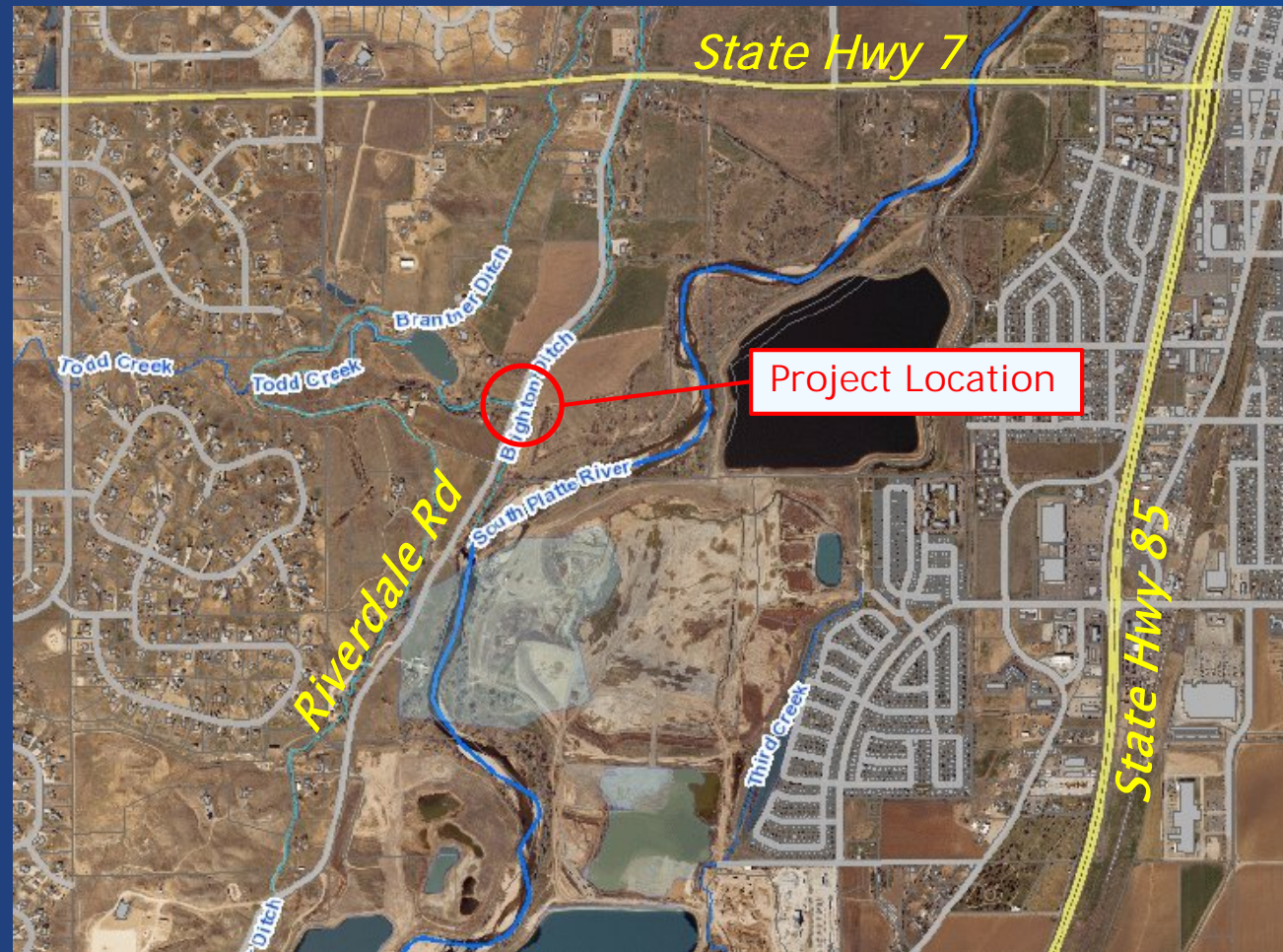
BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the agreement with Jalisco International, Inc., after negotiation and approval as to form is completed by the County Attorney's Office.



Riverdale Road over Todd Creek Bridge Rehabilitation Project



The bridge is located approximately 0.7 mile south of the intersection of Riverdale Road and State Highway 7, (at approximately E. 155th Avenue extended)

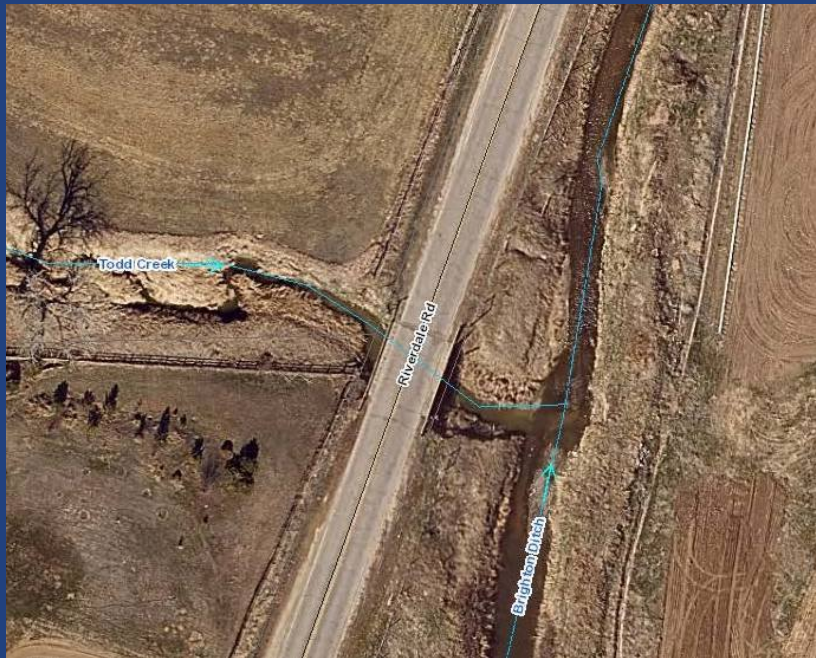


Project Location



Riverdale Road over Todd Creek Bridge Rehabilitation Project

The purpose of the project is to rehabilitate the bridge, including replacing the deck (roadway) system and repairing the abutments and wingwalls, to address structural problems found during condition inspections.



Plan view of bridge site



West edge of bridge looking north



Riverdale Road over Todd Creek Bridge Rehabilitation Project

A formal Invitation for Bid was solicited through the Rocky Mountain Purchasing System (BidNet). The County received the following bids:

	Bid Submitted
➤ Jalisco International, Inc.	\$ 787,658.00
➤ ABCO Contracting, Inc.	\$ 876,455.00

After a review of the bids, Jalisco International, Inc., was determined to be the lowest, most responsive and responsible bidder.

Recommend awarding a contract for the Riverdale Road over Todd Creek Bridge Rehabilitation Project to Jalisco International, Inc., in the not to exceed amount of \$ 787,658.00.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 12, 2017
SUBJECT: Community Corrections Case Management System
FROM: Raymond H. Gonzales, County Manager Patti Duncan, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a proposal award to Tetrus Corporation for the Community Corrections Case Management System

BACKGROUND:

The Adams County Community Corrections Program (ComCor) has had a long standing need to upgrade the software currently utilized to manage the case files of clients that are participating in the County's prisoner reentry program. Their current system lacks the communication capabilities with other agency systems desired by ComCor and would need to secure data as more modern software would. Given this, ComCor was seeking a secure, web-based solution that will support collecting forms, process documents, reports, communication logs and supporting documentation. The system must also address compliance and audit functions. On January 28, 2016, the County issued a formal Request for Proposal (RFP) on the Rocky Mountain ePurchasing System in search of a qualified contractor for this solution. Proposals were opened on March 16, 2016 with five firms submitting responses; Tetrus Corporation, Connectrex Corp, CMSI, Carahsoft Technology Corporation and Cirqular Inc.

Upon initial evaluation, it was determined that the responses from Carahsoft Technology Corporation and Cirqular Inc., did not meet the technical requirements and were eliminated. The response from Tetrus Corporation, who received the second highest average technical score, was also initially removed from consideration at the time as their proposed system exceeded the project's budget. The remaining two contractors, Connectrex Corp and CMSI, were brought in for site visits to demonstrate their systems to the evaluation committee. However, due to an unforeseen situation and resulting non-availability of a key member of the evaluation committee, delays occurred with the project preventing the onsite visits. On-site demonstrations occurred in November, 2016. After these visits, there was uncertainty amongst the committee as to whether the proposed systems from these contractors would be able to meet ComCor's needs. Further delays with the project occurred as the committee contemplated the possibility of an in-house approach to develop a usable system. After a thorough review the committee preferred a vendor option.

In the second quarter of 2017, the County continued to gauge the interest of the contractors in the project as communications with them had been limited since their onsite visits. Due to their high technical scores, the Purchasing Division was also asked to reach out to Tetrus Corporation during this time regarding their proposal to determine if they fully understood the scope and if this determination resulted in a higher cost for the system they proposed. After several discussions with Tetrus Corporation by the Purchasing Division, it was found that the firm proposed a much larger system than is needed and that is what led to the high proposed cost. Tetrus Corporation was asked to present and demonstrate their system to the evaluation committee. Connectrex Corp was also asked to provide further insight into their product and again came onsite to demonstrate if their system could be customized into a product that met ComCor's needs. CMSI removed themselves from consideration for the RFP during this time as they had experienced personnel changes and felt they could no longer provide us with a capable system.

A new round of evaluations occurred. The committee determined that the systems proposed by Connectrex Corp and Tetrus Corporation would both be able to meet ComCor's needs. Purchasing was asked to negotiate a new cost from Tetrus Corporation so a proper comparison could be made regarding the fiscal investment of each system. The new cost proposed by Tetrus Corporation was substantially lower than the original amount submitted. With all necessary information in hand, the evaluation committee determined that the system proposed by Tetrus Corporation provided the best value to Adams County. Although higher in cost, the committee felt that the Tetrus Corporation system would be better able to meet ComCor's current needs and has a more flexible approach to meet the future needs to interface with other systems operated by partnering agencies.

It is recommended that Tetrus Corporation be awarded an agreement to provide a Community Corrections Case Management System in the initial amount of \$195,000.00. Annual system maintenance costs as noted below are subject to annual budget appropriations. The total estimated amount for system maintenance during this period is \$143,492.00 which will bring the total investment in the system for the County to \$338,492.00 over six years.

Annual Maintenance Fees*

Year 1: \$26,500.00
Year 2: \$27,560.00
Year 3: \$28,622.00
Year 4: \$29,809.00
Year 5: \$31,001.00

*Annual maintenance fees will begin upon the County's acceptance of the developed system.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services Department, Community Corrections Division
Information Technology and Innovation Department

ATTACHED DOCUMENTS:

Resolution
Evaluation Score Summary Sheet

FISCAL IMPACT:

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

Fund: 1
Cost Center: 9275

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9215	92751501	\$296,876.00
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$296,876.00</u></u>

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

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

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AWARDING AN AGREEMENT TO
TETRUS CORPORATION FOR A COMMUNITY CORRECTIONS
CASE MANAGEMENT SYSTEM

WHEREAS, Tetrus Corporation submitted a proposal on March 16, 2016 to provide a Case Management System for the County Community Corrections Program; and,

WHEREAS, after thorough evaluation it was deemed that Tetrus Corporation (Contractor) was the most responsive and responsible proposer; and,

WHEREAS, Contractor agrees to provide a Community Corrections Case Management System in the initial not to exceed amount of \$195,000.00; and,

WHEREAS, Contractor agrees to maintain the system for a period of 5 years, after delivery acceptance, in the not to exceed amounts of \$26,500.00 for year 1, \$27,560.00 for year 2, \$28,622.00 for year 3, \$29,809.00 for year 4 and \$31,001.00 for year 5.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to Tetrus Corporation to provide a Community Corrections Case Management System.

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

RFP #2016.103 - COMCOR CASE MANAGEMENT SYSTEM EVALUATION SUMMARY SHEET

CONTRACTOR: CONNECTREX

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Evaluator 6	CATEGORY TOTALS	6 YEAR COST*
PROPOSED SYSTEM	45	33	34	36	28	30	29	190	\$323,715
EXPERIENCE	20	15	17	14	14	12	14	86	
SYSTEM QUALITY	15	10	13	12	13	12	11	71	
TOTALS:	80	58	64	62	55	54	54	347	

TOTAL SCORE: 347

TOTAL AVG. SCORE: 57.8

CONTRACTOR: TETRUS CORP

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Evaluator 6	CATEGORY TOTALS	6 YEAR COST*
PROPOSED SYSTEM	45	39	36	33	25	26	25	184	\$338,514
EXPERIENCE	20	18	17	15	14	11	12	87	
SYSTEM QUALITY	15	15	14	14	12	9	9	73	
TOTALS:	80	72	67	62	51	46	46	344	

TOTAL SCORE: 344

TOTAL AVG. SCORE: 57.3

* Cost includes initial development fees and maintenance fees for 6 year period



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 12, 2017
SUBJECT: Sale and Purchase Agreement of land for Youth Services Center
FROM: Raymond H. Gonzales, County Manager
AGENCY/DEPARTMENT: County Manager's Office
HEARD AT STUDY SESSION ON May 9, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the purchase and sale contract.

BACKGROUND:

The State of Colorado Department of Human Services has received funding to design the replacement of the Adams Youth Services Center. This facility is the oldest youth detention facility in the State system.

The County, IVE Colorado LLC, Jacobs LLC and King Paul 1 LLC have negotiated a Sale and Purchase Agreement to purchase an approximately twelve (12) acre parcel (the "Property") located on the south side of Bromley Business Parkway, that is conveniently located for such a facility. If the land is purchased, the County would then subsequently deed the property to the state, with a reversion clause.

The agreed-upon price of \$3.50 square foot will apply to the final acreage determined after design of the facility and replat of the parcel but the property is preliminarily estimated to be approximately twelve (12) acres.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office
County Attorney's Office

ATTACHED DOCUMENTS:

Resolution
Purchase and Sale Contract

FISCAL IMPACT:

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

Fund: 1
Cost Center: 9252

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010		\$1,940,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$1,940,000</u></u>

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

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

Additional Note:

The estimated purchase price is \$1,936,242.00. The final acreage shall be agreed upon once the replat of the property is completed and the final purchase price shall be adjusted if necessary after the final replat. This will be incorporated into the final purchase contract.

This Agreement requires a \$100,000.00 earnest money deposit with two (2) days following the execution of a subsequent purchase contract. All earnest money is refundable if the County terminates the purchase contract prior to the end of the inspection period.

**RESOLUTION APPROVING THE PURCHASE AGREEMENT BETWEEN ADAMS COUNTY
AND IVE COLORADO LLC, JACOBS COLORADO LLC, AND KING PAUL 1 LLC FOR
LAND FOR THE ADAMS YOUTH SERVICES CENTER**

WHEREAS, the current Adams Youth Services Center is the oldest youth detention facility in the State of Colorado (the “State”) and in need of replacement; and,

WHEREAS, by means of the attached Purchase Agreement, Adams County will obtain twelve acres of land in Brighton, CO (the “Property”), for a new Adams Youth Services Center from IVE Colorado LLC, Jacobs Colorado LLC, and King Paul 1 LLC, for a purchase price of one million nine hundred and thirty six thousand two hundred and forty two dollars (\$1,936,242), and convey the land to the State through a separate intergovernmental agreement; and,

WHEREAS, upon receipt of the land from Adams County, the State will develop, construct, and operate the new Adams Youth Services Center.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Purchase Agreement between Adams County and IVE Colorado LLC, Jacobs Colorado LLC, and King Paul 1 LLC, a copy of which is attached hereto, is hereby approved.

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

PURCHASE AND SALE CONTRACT
(A Portion of Lot 3, Block 1, Filing 101, 3rd Amendment)

THIS PURCHASE AND SALE CONTRACT is made and entered into as of the ___ day of _____ 2017, by and between KING PAUL 1, LLC, a Colorado limited liability company, as to an undivided twenty-five percent (25%) interest (“**King Paul**”), JACOBS COLORADO LLC, a Colorado limited liability company, as to an undivided sixty-four percent (64%) interest (“**Jacobs**”), and IVE COLORADO LLC, a Colorado limited liability company, as to an undivided eleven percent (11%) interest (“**IVE**”), as tenants-in-common (collectively, “**Seller**”), and ADAMS COUNTY, COLORADO (“**Buyer**”).

1. **DEFINITION OF TERMS.**

A. **Closing.** “Closing” shall mean the consummation and settlement of the transaction contemplated hereby.

B. **Closing Date.** “Closing Date” shall mean the date on which the Closing shall occur, which date shall be the earlier of: a) five (5) business days following City’s approval of the Final Plat and the Governmental Approvals (as hereinafter defined); or b) July 31, 2018.

C. **Commitment.** “Commitment” shall mean a written ALTA Commitment for an extended coverage owner’s policy of title insurance issued by the Title Company to Buyer, in the amount of the Purchase Price, covering the real property depicted on **Exhibit “A”** attached hereto, evidencing the agreement of the Title Company to issue the Title Policy to Buyer.

D. **Contract.** “Contract” shall mean this Purchase and Sale Contract.

E. **Deed.** “Deed” shall mean a Special Warranty Deed duly executed and acknowledged by Seller, conveying fee simple title to the Property to Buyer, subject to the Permitted Exceptions.

F. **Earnest Money Deposit.** “Earnest Money Deposit” shall mean a sum equal to one hundred thousand dollars (\$100,000.00), plus any interest accrued thereon. The Earnest Money Deposit shall be delivered to the Title Company as provided in Section 3.A and held by the Title Company at a financial institution whose deposits are insured by the Federal Deposit Insurance Corporation in accordance with the provisions of this Contract. In the event Buyer fails to deposit the initial Earnest Money Deposit with Title Company in accordance with Section 3.A of this Contract, at the election of Seller, this Contract shall be void and of no further force or effect.

G. **Effective Date.** “Effective Date” shall mean the date this Contract is executed by the latter of Seller or Buyer and a fully-executed copy thereof is delivered by the latter party executing this Contract to the other party.

H. **Inspection Period.** “Inspection Period” shall mean the period of time commencing on Effective Date and continuing until thirty (30) days following the Effective Date.

I. **Permitted Exceptions.** “Permitted Exceptions” shall mean and include all those matters set forth in the Commitment and Survey which Buyer approves or is deemed to have approved pursuant to the terms of this Contract, and real and personal property taxes for the year of Closing and subsequent years, and all governmental requirements, and all matters apparent from an inspection of the Property, and all matters arising by, through or under Buyer.

J. **Property.** “Property” shall mean the real property depicted on **Exhibit “A”** attached hereto and incorporated herein by reference consisting of approximately twelve (12) acres, together with all improvements, hereditaments and appurtenances thereto, and easements and rights of way benefiting such real property; provided, however, that the Property shall not include any: a) water rights; b) mineral rights; c) rights under any agreement with any metropolitan or other special district; or d) rights of any Seller as declarant under any covenants, conditions, or restrictions relating to the Property (collectively, the “Reserved Rights”). At closing, the Reserved Rights shall not be transferred to Buyer. Once a legal description of the Property is created, the parties agree to execute an amendment to this Contract which amendment shall identify the legal description of the real property to be conveyed at Closing.

K. **Purchase Price.** “Purchase Price” shall mean the sum of one million nine hundred thirty six thousand two hundred forty two dollars (\$1,936,242.00).

L. **Survey.** “Survey” shall mean an ALTA Survey to be obtained by Seller as set forth in Section 4(B), below.

M. **Title Company.** “Title Company” shall mean Fidelity National Title Insurance Company, 4643 S. Ulster Street, Suite 500, Denver, Colorado 80237; Attention: Mindy Humphrey; (303) 889-8167; mhumphrey@fnf.com.

N. **Title Policy.** “Title Policy” shall mean an extended coverage owner’s policy of insurance, issued by the Title Company to Buyer in the amount of the Purchase Price, insuring that Buyer has good and marketable title to the Property, subject only to the Permitted Exceptions.

2. **PURCHASE AND SALE.** In consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees to sell the Property to Buyer and Buyer hereby agrees to purchase the Property from Seller, pursuant to the terms and conditions contained herein. At the Closing, Seller shall convey fee simple title to the Property, subject to the Permitted Exceptions and taxes for the year of Closing and subsequent years, to Buyer by Deed in the form attached hereto as **Exhibit “B”**.

3. **PAYMENT OF PURCHASE PRICE.**

A. **Earnest Money Deposit.** Within two (2) business days after the Effective Date, Buyer shall deliver the Earnest Money Deposit in the amount of one hundred thousand dollars (\$100,000.00) to the Title Company. The Earnest Money Deposit shall be held and disbursed by the Title Company in accordance with the provisions of this Contract. The Earnest Money Deposit shall be deposited by the Title Company in an interest-bearing account with a

federally insured financial institution, approved by Buyer and Seller, and all such accrued interest shall become part of the Earnest Money Deposit. If Buyer does not terminate this Contract by the expiration of the Inspection Period, the Earnest Money Deposit shall be non-refundable to Buyer, except in the event of a Seller default or as otherwise expressly provided in this Contract.

B. **Payment of Purchase Price.** The Purchase Price, subject to any adjustments or prorations as herein provided, shall be paid on the Closing Date as follows:

(1) Buyer shall receive credit for the Earnest Money Deposit, and the Title Company shall deliver the Earnest Money Deposit to Seller at Closing or as otherwise provided herein; and

(2) The balance of the Purchase Price, subject to prorations, shall be paid by Buyer to the Title Company in the form of a confirmed wire transfer of immediately available federal funds, and shall be disbursed by the Title Company to Seller at Closing pursuant to the settlement statements executed by the Seller and Buyer.

4. **TITLE AND SURVEY CONDITIONS.**

A. **Title Commitment.** Seller shall use commercially reasonable efforts to cause Title Company to deliver the Commitment to Buyer and Seller, together with legible photocopies or electronic copies of all documents referred to in the exceptions section of the Commitment, within seven (7) business days after the Effective Date.

B. **Survey.** Seller shall use commercially reasonable efforts to obtain and deliver to Buyer an ALTA survey of the Property, including Table A Items 1-4, 7(a), 8, 11, 13, 14, 16, 18 and 19 (the "**Survey**"), within twenty-five (25) days of the Effective Date, which Survey shall be certified to Buyer, Seller and the Title Company; provided, however, with respect to Table A Item 18, Seller shall have no responsibility for obtaining, delivering or paying for a field delineation of wetlands or any other wetlands related study or report.

C. **Title and Survey Objections.** Buyer shall have until the expiration of the Inspection Period to examine the Commitment and Survey (the "**Title Objection Period**"). If Buyer objects to any matter set forth in the Commitment or the Survey, Buyer shall, prior to expiration of the Title Objection Period, notify Seller in writing of Buyer's objections to the Commitment and/or Survey ("**Buyer's Objections**"). Upon the expiration of the Title Objection Period, except for Buyer's Objections if same are timely raised, Buyer shall be deemed to have accepted the form and substance of the Survey, all matters shown thereon, all exceptions to the Commitment, and the other items shown thereon. Seller shall have no obligation to take any steps or bring any action or proceeding or otherwise to incur any effort or expense whatsoever to address, eliminate or modify any of Buyer's Objections. Seller shall respond to Buyer's Objections within seven (7) business days of receipt of same ("**Title Objection Response Deadline**"). In the event Seller does not respond to Buyer's Objections by the Title Objection Response Deadline, Seller shall be deemed to have elected not to address, eliminate or to take any action with respect to Buyer's Objections. In the event Seller is unable or unwilling to eliminate or address all of Buyer's Objections to the reasonable satisfaction of Buyer, Buyer may (as its sole and exclusive remedy) terminate this Contract by delivering notice thereof in writing to Seller by no later than five (5)

business days following the Title Objection Response Deadline, in which event, the Earnest Money Deposit will be returned to Buyer, and neither party shall have any obligations hereunder except those obligations that expressly survive the termination of the Contract. In addition, upon such termination, Buyer shall immediately return all Property Information to Seller. Alternatively, Buyer may elect, in its sole discretion, to waive any of the Buyer's Objections and to proceed to consummate this transaction, in which event any uncured Buyer's Objections shall be deemed to be Permitted Exceptions for purposes of this Contract.

Following the expiration of the Title Objection Period and prior to the Closing, if a new title exception is disclosed on Schedule B-2 of an update of the Commitment, and such title exception materially and negatively affects the marketability or Buyer's intended use of the Property ("**New Exception**"), and if Seller is unwilling or unable to cure and remove (or procure title insurance over to the extent reasonably satisfactory to Buyer) the New Exception on or before the Closing Date (which Seller, subject to Buyer's consent, may extend by up to fifteen (15) days in order to cure and remove (or procure title insurance over to the extent reasonably satisfactory to Buyer)), Buyer may by written notice: (i) waive the New Exception in writing and accept such title as Seller is able to convey, without any reduction in the Purchase Price; or (ii) terminate this Contract (unless such New Exception was caused by Buyer), in which event, the Earnest Money Deposit will be released to Seller, and neither party shall have any obligations hereunder except those obligations that expressly survive the termination of the Contract. If such written notice of termination is not delivered to the Seller within five (5) days of Buyer's receipt of the New Exception, the Buyer shall be deemed to have elected to waive its objection to the New Exception and shall be deemed to have accepted such title as Seller is able to convey, and without any reduction in the Purchase Price. Unless the Contract is terminated in accordance with the terms of this provision, the New Exception shall be a Permitted Exception. Notwithstanding anything contained herein to the contrary, in the event the New Exception was caused by Buyer or by anyone associated with Buyer, or if a New Exception is a Governmental Approval, Buyer shall not have the right to terminate the Contract as a result of the New Exception.

5. **BUYER'S INSPECTION; INTERIM OPERATIONS.**

A. **Property Information.** If not previously delivered or made available to Buyer, Seller shall, within five (5) business days after the Effective Date, make available to Buyer the following documents (the "**Property Information**"), without warranty or representation (except as specifically provided herein), to the extent and only to the extent the same are in Seller's actual possession:

- (1) The most recent survey in Seller's possession, if any;
- (2) All Phase I Environmental Site Assessments or other reports concerning environmental conditions at the Property, if any;
- (3) Geotechnical reports related to the Property, if any; and
- (4) Farm lease agreement.

B. **Inspection Period.** During the Inspection Period, Buyer may:

(1) Examine and review, at Buyer's sole cost and expense, all items referred to in Section 5.A above; and

(2) Examine, analyze, review, inspect and secure reports and tests, at Buyer's sole cost and expense, with regard to any and all aspects of the Property deemed necessary by Buyer to make a knowledgeable and informed decision regarding the purchase of the Property on the terms and conditions set forth herein, including, without limitation, Buyer's confirmation: (a) of entitlements and land use approvals related to the Property, (b) that sufficient utilities are available for the Property, (c) that Buyer can obtain all permits or other government approvals necessary for Buyer's intended use of the Property, (d) of the condition of the Property, and (e) of the value of the Property.

C. **Entry and Insurance.** During the Inspection Period, and on no less than two (2) business days' notice to Seller, Buyer, its agents, and employees shall have the right to enter upon the Property for the purpose of making non-invasive inspections at Buyer's sole risk, cost and expense. Buyer is a governmental entity subject to the provisions of the Colorado Governmental Immunity Act ("CGIA") and shall maintain insurance as provided in the CGIA at all times during the term of this Contract. Seller or an agent of Seller shall have the right to accompany Buyer during any activities performed by Buyer at the Property. If any inspection or test disturbs the Property, including without limitation any crops located on the Property, Buyer will promptly restore the Property to reasonably the same condition as existed before the inspection or test. Notwithstanding anything in the Contract to the contrary, Buyer shall not be permitted to perform any invasive tests on the Property without Seller's prior written consent, which consent may be withheld in Seller's sole discretion. Further, Seller shall have the right, without limitation, to disapprove any and all entries, surveys, tests (including, without limitation, a Phase II environmental study of the Property), investigations and other matters that in Seller's reasonable judgment could result in any injury to the Property or breach of any contract, or expose Seller to any losses or damage or violation of applicable law, or otherwise adversely affect the Property or Seller's interest therein. In the event Seller denies said entries, tests, surveys, or investigations, Buyer may terminate this Contract prior to the expiration of the Inspection Period in accordance with Section 5.A below. No consent by Seller to any such activity shall be deemed to constitute a waiver by Seller or assumption of liability or risk by Seller. Buyer shall, to the extent allowed by law, defend, indemnify and hold Seller, Seller's managers, members, agents, contractors and employees harmless from and against any and all losses, costs, damages, claims, or liabilities, including, but not limited to, mechanics' and materialmen's liens and attorneys' fees, arising out of, resulting from or in connection with Buyer's entry upon or inspection of the Property as allowed herein; provided, however, that Buyer shall have no liability or indemnification obligations related to the mere discovery (but not exacerbation) of a pre-existing condition at the Property. The provisions of this section shall survive the Closing or the earlier termination of this Contract. Notwithstanding anything contained herein to the contrary, Seller hereby approves Buyer's right to drill the Property for geotechnical inspections, provided, however, that before conducting any geotechnical inspections, Buyer shall obtain Seller's written consent to the number, location and depth of any such borings or other geotechnical inspections. No consent by Seller to any such activity shall be deemed to constitute a waiver by Seller or assumption of liability or risk by Seller.

D. **Termination.** If Buyer is not satisfied with the Property for any reason or no reason, in Buyer's sole and absolute discretion, then Buyer shall be entitled either to: (i) waive its inspection contingency and proceed to Closing, or (ii) terminate the Contract by delivering to Seller a written notice of termination at any time prior to the expiration of the Inspection Period. In the event of such termination, the Earnest Money Deposit shall be delivered to the Buyer, and the parties shall be relieved of all further obligations under this Contract except those obligations that expressly survive the termination of the Contract. In addition, upon such termination, Buyer shall immediately return all Property Information to Seller. If Buyer does not terminate the Contract by the expiration of the Inspection Period, then Buyer shall have waived its right to terminate the Contract under its inspection contingency, and the parties shall proceed to Closing, except as otherwise provided for in this Contract.

6. **REPRESENTATIONS AND WARRANTIES.**

A. **Seller Representations and Warranties.** Seller represents and warrants to Buyer, as of the Effective Date:

(1) Sellers are limited liability companies duly organized and in good standing under the laws of the State of Colorado.

(2) All requisite action has been taken by Seller in connection with Seller's execution of the Contract, and has been taken or will be taken in connection with the agreements, instruments or other documents to be executed by Seller pursuant to the Contract and the consummation of the transactions contemplated hereby and thereby. No consent (not already obtained) of any member, manager, partner, shareholder, creditor, investor, judicial or administrative body, governmental or quasi-governmental authority or other third party is required for Seller to enter into this Contract and to consummate the transactions contemplated hereby.

(3) The individuals executing the Contract and the agreements, instruments or other documents to be executed by Seller pursuant to the Contract on behalf of Seller have been duly authorized to bind Seller to the terms and conditions hereof and thereof. The Contract and the agreements, instruments or other documents to be executed by Seller pursuant to the Contract shall be the legal, valid and binding obligations of Seller enforceable in accordance with their terms (subject to applicable laws concerning bankruptcy, insolvency and rights of creditors generally).

(4) The execution and delivery of and the performance by Seller of its obligations under the Contract do not and will not (i) contravene, or constitute a default under, any provision of applicable law or regulation or any agreement, judgment, injunction, order, decree or other instrument binding upon Seller or to which the Property is subject, (ii) contravene or conflict with Seller's organizational documents, (iii) result in the breach of any of the terms or provisions of, or constitute a default under, any agreement or other instrument to which Seller is a party or by which it or any portion of the Property may be bound or affected or (iv) result in the creation of any lien or other encumbrance on any asset of Seller.

(5) Seller has not (i) made an assignment for the benefit of creditors, (ii) filed or had filed against it any petition in bankruptcy, (iii) suffered the appointment of a receiver

to take possession of all or substantially all of its assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of its assets or (v) made an offer of settlement, extension or composition to its creditors generally.

The foregoing warranties and representations shall be true and correct as of the Effective Date and as of the Closing, and shall survive the Closing for a period which shall expire three (3) months after the Closing Date. Any litigation for breach of a representation or warranty shall be initiated by Buyer no later than three (3) months following the Closing Date. In the event any of the foregoing representations or warranties shall become inaccurate after the Effective Date and prior to the Closing Date, Seller shall, upon obtaining knowledge thereof, promptly notify Buyer, in writing, and Buyer, as its sole remedy, shall have the option to terminate this Contract by written notice delivered to Seller within five (5) days after receipt of Seller's notice or the Closing Date, whichever first occurs, in which case the Earnest Money Deposit shall be returned to Buyer and each party shall be relieved of all further obligations hereunder, except as otherwise provided in this Contract. If Buyer does not timely terminate this Contract, then Buyer shall be deemed to have waived such breach of warranty or representations.

B. **Buyer Representations and Warranties**. Buyer represents and warrants to Seller, as of the Effective Date:

(1) All requisite action has been taken by Buyer in connection with Buyer's execution of the Contract, and has been taken or will be taken prior to Closing in connection with the agreements, instruments or other documents to be executed by Buyer pursuant to the Contract and the consummation of the transactions contemplated hereby and thereby. No consent (not already obtained) of any member, manager, partner, shareholder, creditor, investor, judicial or administrative body, governmental or quasi-governmental authority or other third party is required for Buyer to enter into the Contract and to consummate the transactions contemplated hereby.

(2) The individuals executing the Contract and the agreements, instruments or other documents to be executed by Buyer pursuant to the Contract on behalf of Buyer each have been duly authorized to bind Buyer to the terms and conditions hereof and thereof. The Contract and the agreements, instruments or other documents to be executed by Buyer pursuant to the Contract shall be the legal, valid and binding obligations of Buyer enforceable in accordance with their terms (subject to applicable laws concerning bankruptcy, insolvency and rights of creditors generally).

(3) The execution and delivery of, and the performance by Buyer of its obligations under, the Contract do not and will not (i) contravene, or constitute a default under, any provision of applicable law or regulation or any agreement, judgment, injunction, order, decree or other instrument binding upon Buyer, (ii) contravene or conflict with Buyer's organizational documents, (iii) result in the breach of any of the terms or provisions of, or constitute a default under, any agreement or other instrument to which Buyer is a party or (iv) result in the creation of any lien or other encumbrance on any asset of Buyer.

The foregoing warranties and representations shall be true and correct as of the Effective Date and as of the Closing, and shall survive the Closing for a period which shall expire three (3)

months after the Closing Date. Any litigation for breach of a representation or warranty shall be initiated by Seller no later than three (3) months following the Closing Date. In the event any of the foregoing representations or warranties shall become inaccurate after the Effective Date and prior to the Closing Date, Buyer shall, upon obtaining knowledge thereof, promptly notify Seller, in writing, and Seller, as its sole remedy, shall have the option to terminate this Contract by written notice delivered to Buyer within five (5) days after receipt of Buyer's notice or the Closing Date, whichever first occurs, in which case the Earnest Money Deposit shall be released to Seller and each party shall be relieved of all further obligations hereunder, except as otherwise provided in this Contract. If Seller does not timely terminate this Contract, then Seller shall be deemed to have waived such breach of warranty or representations.

C. **As-Is.** The Property is expressly purchased and sold "AS IS," "WHERE IS," and "WITH ALL FAULTS." The Purchase Price and the terms and conditions set forth in the Contract are the result of arm's-length bargaining between entities familiar with transactions of this kind, and the Purchase Price, terms and conditions reflect the fact that the Buyer shall have the benefit of, and is not relying upon, any information provided by Seller or statements, representations or warranties, express or implied (other than those expressly set forth in Section 6(a) of this Agreement), made by or enforceable directly against Seller, including, without limitation, any relating to the value of the Property, the physical or environmental condition of the Property, any state, federal, county or local law, ordinance, order or permit; or the suitability, compliance or lack of compliance of the Property with any regulation, or any other attribute or matter of or relating to the Property (other than any covenants of title contained in the Deed conveying the Property). The Buyer agrees that Seller shall not be responsible or liable to the Buyer for any defects, errors or omissions, or on account of any conditions affecting the Property. The Buyer represents and warrants that as of the Closing Date, it has and shall have reviewed and conducted such independent analyses, studies (including, without limitation, environmental studies, and analyses concerning the presence of lead, asbestos, water intrusion and/or fungal growth and any resulting damage, PCBs and radon in and about the Property), reports, investigations and inspections as it deems appropriate in connection with the Property. If Seller provides or has provided any documents, summaries, opinions or work product of consultants, surveyors, architects, engineers, title companies, governmental authorities or any other person or entity with respect to the Property, the Buyer and Seller agree that Seller has done so or shall do so only for the convenience of both parties. The Buyer shall not rely thereon and the reliance by the Buyer upon any such documents, summaries, opinions or work product shall not create or give rise to any liability of or against Seller. Except for the warranty of title set forth in the Deed, the Buyer shall rely only upon any title insurance obtained by the Buyer with respect to title to the Property. The Buyer acknowledges and agrees that no representation has been made and no responsibility is assumed by Seller with respect to current and future applicable zoning or building code requirements or the compliance of the Property with any other laws, rules, ordinances or regulations, or the financial earning capacity or expense history of the Property. EXCEPT WITH RESPECT TO THE REPRESENTATIONS, WARRANTIES AND COVENANTS MADE BY SELLER IN THE CONTRACT, SELLER EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, MADE BY ANY PARTY WITH RESPECT TO THE CONDITION OF THE PROPERTY, INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The provisions of this Section shall survive the Closing and delivery of the Deed to the Buyer.

7. **CLOSING.**

A. **Closing.** The Closing shall take place on the Closing Date at a time and place to be mutually agreed upon by the parties.

B. **Seller Closing Deliverables.** On or before the Closing Date, Seller shall deliver to the Title Company each of the following items:

(1) One (1) original of the Deed, substantially in the form attached to the Contract as **Exhibit “B”**, conveying the Property to Buyer, duly executed and acknowledged by Seller;

(2) an executed certificate of non-foreign person (“**FIRPTA Certificate**”) duly executed by Seller;

(3) A closing statement executed by Seller; and

(4) Such other documents as Title Company may reasonably require from Seller in order to consummate the purchase and sale of the Property; provided, however that Seller shall have no obligation to provide any indemnity or agreement to the Title Company or Buyer to support the issuance of the Title Policy or any such endorsements other than an affidavit as to the existing tenants and parties in possession of the Property, unrecorded easements and mechanics’ liens for work contracted for by Seller.

C. **Buyer Closing Deliverables.** On or before the Closing Date, Buyer shall deliver to the Title Company each of the following items:

(1) The full Purchase Price (with credit for the Earnest Money Deposit) plus or minus the adjustments or prorations required by the Contract;

(2) Any declaration or other statement which may be required to be submitted to the local assessor with respect to the terms of the sale of the Property;

(3) A closing statement executed by Buyer;

(4) One (1) original Recertification, in the form attached to the Contract as **Exhibit “C”**, executed by Buyer; and

(5) Such other documents as Title Company may reasonably require from Buyer in order to consummate the purchase and sale of the Property.

D. **Closing Cost and Prorations.** Closing costs and other expenses incidental to this Contract shall be paid as follows:

(1) The premium for the extended coverage owner’s Title Policy shall be paid by Seller and the cost for any endorsements requested by Buyer or Buyer’s lender shall be paid by Buyer.

(2) All costs for recording the Governmental Approvals and closing documents shall be paid by Buyer (except documents to release any existing deeds of trust or other security instruments which shall be paid by Seller).

(3) Any and all documentary fees or sales or transfer taxes due and payable to the State of Colorado or any other governmental authority as a result of the transfer of ownership shall be paid by Buyer;

(4) The closing fee charged by the Title Company shall be shared equally by Seller and Buyer;

(5) Each party shall bear and pay its own respective attorneys' fees and all other costs not herein enumerated which are incurred by such party with respect to this transaction; and

(6) General ad valorem real property taxes and assessments and personal property taxes for the calendar year in which the Closing occurs shall be prorated to the Closing Date, with the Buyer paying taxes for the date of Closing. Such proration shall be based upon the most recent mill levy and most recent assessment that are available as of the Closing Date. Title Company shall pay Seller's prorated share of taxes and assessments for the year of Closing directly to the Adams County Assessor's Office rather than Buyer receiving a credit at Closing.

8. **DEFAULTS AND REMEDIES.**

A. **Seller's Remedies.** If Buyer defaults in the performance of any of its obligations hereunder and such default is not cured within three (3) business days of receipt of written notice from Seller, the Earnest Money Deposit shall be delivered to and shall be retained by Seller as liquidated damages and both parties shall, except as provided herein, be released from all obligations hereunder. Buyer and Seller agree that it would be impractical and extremely difficult to estimate the damages which Seller may suffer. Therefore Buyer and Seller do hereby agree that a reasonable estimate of the total net detriment that Seller would suffer in the event that Buyer defaults hereunder is and shall be, as Seller's sole and exclusive remedy (whether at law or in equity), an amount equal to the Earnest Money Deposit. Said amount shall be the full, agreed and liquidated damages for the breach of the Contract by Buyer, all other claims to damages or other remedies being herein expressly waived by Seller. The parties acknowledge that the payment of such liquidated damages is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to Seller. Notwithstanding the foregoing, Buyer's agreements to indemnify, defend and save Seller harmless pursuant to this Contract shall, to the extent allowed by law, not be limited to the Earnest Money Deposit and shall, to the extent allowed by law, survive any expiration or termination of this Contract and the Closing, and shall, to the extent allowed by law, be and remain fully enforceable against Buyer in accordance with their terms.

B. **Buyer's Remedies.** In the event that Seller shall default and fail to consummate this Contract, Buyer may elect: (i) to pursue specific performance; or (ii) to treat this Contract as terminated, in which case the Earnest Money Deposit shall be returned to Buyer and Buyer shall be entitled to recover from Seller its reasonable out-of-pocket third party costs incurred

in connection with its review and negotiation of this Contract and its due diligence investigation of the Property, including, but not limited to, reasonable attorneys' fees and costs, with such reimbursable costs not to exceed twenty thousand dollars (\$20,000.00) in the aggregate, with such reimbursable costs to be evidenced by invoices, receipts or other appropriate documentation. In the event Buyer elects to pursue specific performance, Buyer shall initiate its action for specific performance no later than thirty (30) days following Seller's default and failure to consummate this Contract, and in the event that Buyer does not initiate an action for specific performance within such timeframe, Buyer shall have waived its right to pursue specific performance. Except as otherwise expressly provided in this Contract, Buyer hereby waives all rights and claims to recover damages from Seller.

C. **Remedies Exclusive.** Except for claims arising under Sections 5.C, 6, 11(M), and 11(V), the remedies provided in Sections 8.A and 8.B shall be the sole and exclusive remedies of each party for any default by the other party under this Contract, and each party expressly waives any and all other legal and equitable remedies for any breach by the other party hereto.

D. **Attorneys' Fees.** Notwithstanding anything in this Contract to the contrary, in the event of any litigation or other legal proceeding between the parties arising out of this Contract, the court shall award to the prevailing party in such action all reasonable costs and expenses of suit including, without limitation, reasonable attorneys' fees, expert witness fees and costs incurred.

E. **Return of Documents.** If this Contract expires or terminates for any reason without the consummation of this purchase and sale transaction, Buyer shall promptly deliver to Seller any and all Property Information and any physical materials provided by Seller to Buyer pursuant to the terms of this Contract. Additionally, Buyer shall deliver to Seller a copy of any and all surveys, Phase 1s or other environmental studies, reports, soil tests, plats, engineering work product and other studies prepared by or on behalf of Buyer in connection with the Property, excepting (1) internal memoranda or reports prepared by Buyer in connection with such materials, (2) any financial projections, budgets or appraisals prepared by or on behalf of Buyer in connection with the Property, and (3) any other confidential, proprietary or privileged information prepared by or on behalf of Buyer in connection with the Property, free and clear of any outstanding claim for payment thereon; provided, that Buyer's obligation to deliver to Seller such reports and materials shall be limited to any such items that are in Buyer's possession, custody or control and Seller agrees that any reports or materials shall be delivered "AS-IS" and without warranty or representation by Buyer, and in no event shall Buyer be liable for any use of or reliance upon such items by Seller. This Section 8.E shall survive the termination or expiration of this Contract.

9. **CONDEMNATION.** If a material portion of the Property is condemned or taken by eminent domain after the Effective Date and before the Closing Date, Buyer may, at its option and as its sole remedy, either: (i) terminate this Contract by written notice thereof to Seller within ten (10) days after Seller notifies Buyer in writing of the condemnation or the Closing Date, whichever occurs first, and receive a refund of the Earnest Money Deposit; or (ii) proceed to close the transaction contemplated herein pursuant to the terms hereof, in which event Seller shall deliver to Buyer, at the Closing, any proceeds actually received by Seller and/or assign to Buyer all of Seller's rights to condemnation proceeds attributable to the Property from such condemnation or

eminent domain proceeding, and there shall be no reduction in the Purchase Price. If the Buyer fails to timely deliver written notice to terminate as described in clause (i) above, Buyer shall be deemed to have elected to proceed to Closing. A “material portion” of the Property shall mean a taking that renders the Property unusable for Buyer’s intended development, in Buyer’s reasonable discretion. In the case that a portion of the Property that is not a material portion is condemned or taken by eminent domain, Buyer and Seller shall proceed to close the transaction contemplated herein pursuant to the terms hereof, in which event Seller shall deliver to Buyer, at the Closing, any proceeds actually received by Seller and/or assign to Buyer all of Seller’s rights to condemnation proceeds attributable to the Property from such condemnation or eminent domain proceeding, and there shall be no reduction in the Purchase Price.

10. **ASSIGNMENT.** This Contract shall be binding upon Seller and Buyer and their respective successors and assigns. Buyer shall have no right to assign the Contract to a third party without Seller’s prior written consent, which consent may be withheld in Seller’s sole discretion. Upon any such assignment approved by Seller, all obligations of Buyer shall be assumed by the assignee; provided, however, that Buyer shall remain liable for all obligations of Buyer under this Contract notwithstanding the assignment. Any assignment by Buyer in violation of this Section 10 shall be void of no force or effect.

11. **MISCELLANEOUS.**

A. **Notices.** All notices provided or permitted to be given under this Contract must be in writing, shall be addressed to the party to be notified and may be served only by delivering the same in person to such party; by reputable overnight courier delivery (for next business day delivery); or by email delivery. Notice given in accordance herewith shall be effective upon delivery to the address (or email address) of the addressee; provided, however, that an email notice given after 6:00 p.m. on a business day or delivered on a non-business day shall be deemed to be delivered on the next business day. For purposes of notice, the addresses of the parties shall be as follows:

If to Seller: King Paul Management, LLC
4500 Cherry Creek Drive South, Suite 860
Denver, CO 80246
Attn: Paul DeCrescentis and Jarod Pate
Email: paul@depaulrea.com; jarod@depaulrea.com

With a copy to: Burns, Figa & Will, P.C.
6400 S. Fiddlers Green Circle, Ste. 1000
Greenwood Village, CO 80111
Attn: Matt Dillman, Esq.
Email: mdillman@bfiwlaw.com

If to Buyer: Raymond H. Gonzales
Adams County
4430 S. Adams County Parkway
Brighton, CO 80601
Email: rgonzales@adcogov.org

With a copy to: Adams County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Attn: Doug Edelstein
Email: dedelstein@adcogov.org

From time to time, either party may designate another address for purposes of this Contract by giving the other party not less than five (5) days' advance written notice of such change of address in accordance with the provisions hereof. The failure or refusal of a party to accept receipt of a notice hereunder shall not invalidate the notice.

B. **Entire Agreement.** This Contract constitutes the entire agreement between Seller and Buyer with respect to the Property, supersedes all prior written or oral agreements between Seller and Buyer with respect thereto, and may not be modified or amended except by an instrument in writing signed by Seller and Buyer.

C. **Time is of the Essence.** Time is of the essence in the performance of each and every covenant contained in this Contract.

D. **Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday, such deadline will be extended to the next day that is not a Saturday, Sunday or holiday.

E. **Merger.** Except as expressly set forth in this Contract or in the documents delivered at Closing, the warranties, covenants and obligations of Buyer and Seller shall merge with transfer of title to the Property, and shall not survive the Closing.

F. **Headings.** The headings used herein are for convenience only and shall not be used in interpreting this contract.

G. **Counterparts.** This Contract may be executed in multiple original counterparts, each of which shall be deemed to be an original, but which together shall constitute but one and the same instrument. Without limiting the manner in which execution of this Contract may be accomplished, execution by the Parties may be effectuated by facsimile or electronic transmission (via PDF or other means) of a signature page of this Contract executed by such party.

H. **Amendments.** This Contract cannot be changed, modified, discharged or terminated by any oral agreement or any other agreement unless the same is in writing and signed by the party against whom enforcement of the change, modification, discharge or termination is sought.

I. **Enforceability.** If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the other provisions hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

J. **Cooperation.** Buyer and Seller agree to execute any reasonable and necessary documents as may be required by the Title Company; provided however, that neither the documents nor the acts or actions of the parties in executing the same shall supersede or be construed as superseding this Contract, but such documents shall be deemed as merely supplemental to this Contract and a means of carrying out and consummating this Contract.

K. **No Third-Party Beneficiaries.** The provisions of this Contract are for the sole benefit of the parties to this Contract and their successors and Permitted Assigns, and shall not give rise to any rights or remedies by or on behalf of any other person or entity.

L. **No Recording.** Seller and Buyer agree that neither this Contract nor a memorandum of this Contract nor any documents related to land use approvals shall be recorded in the records of the County of Adams, State of Colorado prior to Closing

M. **Brokers.** Seller represents and warrants to the Buyer that Seller has dealt only with Cushman and Wakefield as Seller's exclusive agent (the "**Seller's Broker**") in connection with the Contract. Buyer represents and warrants to the Seller that Buyer is not represented by a real estate broker in connection with this Contract. Only in the event Closing occurs, Seller shall be responsible for payment of a brokerage commission due to Seller's Broker in accordance with a separate agreement. Buyer agrees that if any claims should be made for commissions allegedly arising from the execution of this Contract or any sale of the Property to Buyer by any broker claiming to work for Buyer, Buyer will, to the extent allowed by law, protect, defend, indemnify and hold Seller harmless from and against any and all loss, liabilities and expenses in connection therewith.

N. **Leases.** Seller shall, as a material term of this Contract, terminate the farm lease affecting the Property on or before the Closing Date. The Property will be transferred to Buyer free and clear of all leases.

O. **Special Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYER SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.

P. **OFAC.** Neither Buyer, Seller nor any of their constituents, partners, members or shareholders, nor any beneficial owner of Buyer, Seller or any such partner, member or shareholder or Buyer or Seller (a) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("**OFAC**") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (September 25, 2001) (the

“**Order**”); (b) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the “**Orders**”); (c) is engaged in activities prohibited in the Order; or (d) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

Q. **Choice of Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Colorado. The parties hereto hereby consent and agree to the exclusive jurisdiction of the District Court of Adams County, Colorado, for any actions, suits or proceedings arising out of or relating to this Contract and the matters contemplated hereby (and the parties agree not to commence any action, suit or proceeding relating thereto except in such courts). This Contract shall be construed as having been drafted by both of the parties hereto, and not by one party to the exclusion of the other.

R. **1031 Exchange.** Either party may request to consummate the sale of the Property as part of a tax-deferred exchange (the “**Exchange**”) pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, provided that (1) all costs, fees, and expenses attendant to the Exchange shall be the sole responsibility of the requesting party; (2) the Closing shall not be delayed or affected by reason of the Exchange, nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to the requesting party’s obligations and covenants under this Contract; and (3) the non-requesting party shall not be required to incur any cost or liability or to acquire or hold title to any real property other than the Property for purposes of consummating the Exchange. The requesting party agrees, to the extent allowed by law, to defend, indemnify, and hold the other harmless from any liability, damages, or costs, including without limitation reasonable attorneys’ fees, that may result from such party’s acquiescence to the Exchange. The non-requesting party shall not by this Contract or acquiescence to the Exchange: (1) have its rights under this Contract, including those that survive Closing, affected or diminished in any manner; or (2) be responsible for compliance with or be deemed to have warranted to the other party that the Exchange in fact complies with Section 1031 of the Internal Revenue Code or any other law or regulation. The non-requesting party consents to the requesting party’s assigning this Contract to its exchange facilitator provided that (1) the exchange facilitator strictly complies with the requirements of this Section and the other provisions of this Contract, and (2) the requesting party shall remain liable to the non-requesting party to fulfill all obligations of the requesting party in this Contract after such assignment

S. **Waiver of Jury Trial.** BUYER AND SELLER EACH (A) AGREE NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS CONTRACT OR THE RELATIONSHIP BETWEEN THE PARTIES AS BUYER AND SELLER THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

T. **Replat of Property**. Buyer and Seller acknowledge that the Property is part of a larger parcel owned by Seller and that Seller owns other property in the general vicinity of the Property. Following expiration of the Inspection Period (provided the Contract has not been terminated), Seller shall commence and thereafter diligently pursue approval from the City of Brighton, Colorado (the “**City**”) of a final plat of the Property (“**Final Plat**”). The costs to apply for Final Plat approval from the City shall be Seller’s responsibility. Buyer shall have the right, in Buyer’s reasonable discretion, to review and approve a draft of the Final Plat prior to Seller’s submission of the Final Plat to the City (and prior to any submission of a revised Final Plat to the City). In the event that Buyer does not object to Seller’s proposed Final Plat within five (5) business days of receipt of said Final Plat from Seller, or in the event that Buyer does not object to any subsequent draft of the Final Plat presented by Seller or requested by the City within five (5) business days of receipt of said revised Final Plat from Seller, then Buyer shall be deemed to have approved the Final Plat for submission to the City. City approval of the Final Plat shall be a condition to Closing. In the event that Final Plat approval has not been obtained from the City by expiration of the Governmental Approvals Period (as hereinafter defined), the Contract shall terminate, the Earnest Money Deposit shall be released to Seller, and the parties shall be released from their obligations under the Contract, except those obligations that expressly survive the termination of the Contract.

U. **Governmental Approvals**. Following Closing, Buyer intends to convey the Property to the State of Colorado for use as a juvenile detention facility. “**Governmental Approvals**” shall mean all land use and other governmental approvals necessary for the State of Colorado’s intended use and development of the Property as a youth services center, including without limitation zoning, conditional or special use permits, variances, development agreements, landscape and utility plans, and final development plan approvals. Governmental Approvals shall not include the Final Plat. Following the Effective Date, Buyer shall commence and thereafter diligently pursue all necessary Governmental Approvals from the City and from all other applicable governmental authorities, quasi-governmental authorities, and/or utility providers and regulators (collectively, “**Governmental Authorities**”), at Buyer’s sole cost and expense. Buyer shall have until July 14, 2018 to obtain the Governmental Approvals (“**Governmental Approvals Period**”). If, at any time prior to the expiration of the Governmental Approvals Period, Buyer, in its sole discretion, determines that the Governmental Approvals are not obtainable in substance and with stipulations and development requirements satisfactory to Buyer, or are not timely obtainable, or if, at any time prior to expiration of the Governmental Approvals Period, Buyer is otherwise dissatisfied with the status or prospects of obtaining the Governmental Approvals, then Buyer may elect to: a) terminate the Agreement by delivering written notice of termination to Seller on or before the expiration of the Governmental Approvals Period; or b) waive its right to terminate the Contract and proceed to Closing. If Buyer does not terminate the Contract by delivering written notice of termination to Seller by the expiration of the Governmental Approvals Period, then Buyer shall have waived its right to terminate the Contract under its Governmental Approvals contingency. If Buyer timely delivers a termination notice, then the Contract shall terminate and the Earnest Money Deposit shall be released to Seller, and the parties shall be released from their obligations under the Contract, except those obligations that expressly survive the termination of the Contract. Neither Buyer nor anyone acting on behalf of Buyer shall submit to any Governmental Authorities any application for or any documentation concerning a proposed Governmental Approval without Seller’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Buyer shall also obtain Seller’s prior written

approval to any revisions to said Governmental Approvals applications and related documents prior to submission to the City. Subject to Sellers' approval of the proposed Governmental Approval, Seller shall cooperate, at no expense to Seller, with Buyer in its efforts to obtain the Governmental Approvals and shall timely execute any applications, consents, and other documents reasonably requested by Buyer in connection therewith. Buyer shall provide sufficient advance notice (no less than 72 hours) to Seller of all meetings with Governmental Authorities to give Seller an opportunity to attend such meetings; provided, however, that in no event will Seller's presence be a condition to Buyer attending or scheduling such meetings, and in no event will Buyer be required to delay or postpone any such meetings based on the availability of Seller. Buyer shall also deliver to Seller copies of all submittals to the Governmental Authorities contemporaneously with Buyer's submittal thereof and copies of any comments or other correspondence received from the Governmental Authorities promptly upon Buyer's receipt thereof. No Governmental Approvals shall be recorded against the Property prior to the Closing Date without Seller's written consent, in Seller's sole and absolute discretion. All costs to obtain the Governmental Approvals, all onsite and offsite costs to develop the Property, and all obligations contained in any development (or similar) agreement related to or required in connection with the development of the Property, shall be Buyer's responsibility. The provisions of this Section shall survive termination of the Contract and shall survive Closing and delivery of the Deed.

W. **Governmental Approval Conditions.** In the event that the City shall require Seller to enter into a development agreement, subdivision improvement agreement, or other similar land use agreement related to the Property or any other property owned by Seller which includes terms or conditions not acceptable to Seller in Seller's sole discretion, or in the event the City shall impose terms or conditions in connection with approval of the Final Plat or the Governmental Approvals which terms or conditions are not acceptable to Seller in Seller's sole discretion, Seller may terminate the Contract upon written notice to Buyer at any time prior to Closing, the Earnest Money Deposit shall be released to Seller, and the parties shall be released from their obligations under the Contract, except those obligations that expressly survive the termination of the Contract.

[signature page follows]

IN WITNESS WHEREOF, Seller and Buyer have executed this Contract on the date set forth below their respective signatures.

BUYER:

ADAMS COUNTY, COLORADO

By: _____
Name: _____
Its: _____
Execution Date: _____, 2017

SELLER:

KING PAUL 1, LLC,
a Colorado limited liability company

By: _____
Name: _____
Its: _____
Execution Date: _____, 2017

JACOBS COLORADO LLC,
a Colorado limited liability company

By: _____
Name: _____
Its: _____
Execution Date: _____, 2017

IVE COLORADO LLC,
a Colorado limited liability company

By: _____
Name: _____
Its: _____
Execution Date: _____, 2017

IN WITNESS WHEREOF, Seller and Buyer have executed this Contract on the date set forth below their respective signatures.


BUYER:

ADAMS COUNTY, COLORADO

By: _____
Name: _____
Its: _____
Execution Date: _____, 2017

SELLER:

KING PAUL 1, LLC,
a Colorado limited liability company

By: 
Name: Paul F. DeCrescentis
Its: Manager
Execution Date: 11/20, 2017

JACOBS COLORADO LLC,
a Colorado limited liability company

By: _____
Name: _____
Its: _____
Execution Date: _____, 2017

IVE COLORADO LLC,
a Colorado limited liability company

By: _____
Name: _____
Its: _____
Execution Date: _____, 2017

IN WITNESS WHEREOF, Seller and Buyer have executed this Contract on the date set forth below their respective signatures.

BUYER:

ADAMS COUNTY, COLORADO

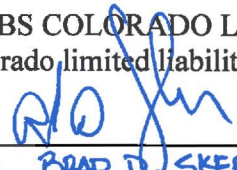
By: _____
Name: _____
Its: _____
Execution Date: _____, 2017

SELLER:

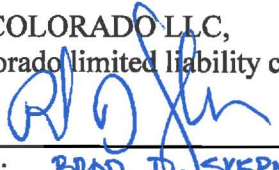
KING PAUL 1, LLC,
a Colorado limited liability company

By: _____
Name: _____
Its: _____
Execution Date: _____, 2017

JACOBS COLORADO LLC,
a Colorado limited liability company

By:  _____
Name: BRAD D. SKEPNER
Its: MANAGER
Execution Date: _____, 2017

IVE COLORADO LLC,
a Colorado limited liability company

By:  _____
Name: BRAD D. SKEPNER
Its: MANAGER
Execution Date: _____, 2017

APPROVAL BY TITLE COMPANY

Title Company hereby acknowledges receipt of a fully executed copy of the foregoing Purchase and Sale Contract on this ____ day of _____, 2017, and hereby agrees to establish an escrow (Escrow No. _____) in accordance therewith and to act in accordance with the provisions of the Purchase and Sale Contract, and further agrees to notify Seller upon Title Company's receipt of any Earnest Money Deposit and other deposits from Buyer. Title Company further agrees to promptly deliver to Buyer and Seller fully executed copies of this Purchase and Sale Contract.

TITLE COMPANY:

Fidelity National Title Insurance Company

By: _____

Name: _____

Title: _____

EXHIBIT "B"

FORM OF THE DEED

AFTER RECORDING RETURN TO:

ATTN: _____

SPECIAL WARRANTY DEED

THIS DEED, made this [] day of [], 2017, is between KING PAUL 1, LLC, a Colorado limited liability company, as to an undivided twenty-five percent (25%) interest ("**King Paul**"), JACOBS COLORADO LLC, a Colorado limited liability company, as to an undivided sixty-four percent (64%) interest ("**Jacobs**"), and IVE COLORADO LLC, a Colorado limited liability company, as to an undivided eleven percent (11%) interest ("**IVE**"), as tenants-in-common ("**Grantor**"), and [] a [] ("**Grantee**"), whose street address is [].

WITNESSETH, that the Grantor, for and in consideration of One Million Nine Hundred Thirty Six Thousand Two Hundred Forty Two and No/100 Dollars (\$1,936,242.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the Grantee, its successors and assigns forever, all of Grantor's right, title and interest in and to the real property (the "**Property**"), together with improvements, if any, situate, lying and being in the County of Adams, State of Colorado, as more particularly described as follows:

See **Exhibit A**, attached hereto and incorporated herein by this reference;

also known by street and number as: []

TOGETHER WITH all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim, and demand whatsoever of Grantor, either in law or equity, of, in, and to the above bargained Property, with the hereditaments and appurtenances;

EXCEPTING AND RESERVING unto Grantor, and its successors and assigns: 1) all water rights appurtenant to the Property; 2) all right, title and interest in and to any and all coal, oil, gas, and other minerals of whatsoever kind or character in, under, and upon or that might be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said lands for coal, oil, gas, and other minerals and storing, handling, transporting, and marketing the same therefrom; 3) all rights under

any agreement with any metropolitan or other special district; and 4) all rights of Grantor as declarant under any covenants, conditions, or restrictions relating to the Property.

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. The Grantor, for itself, and its successors and assigns, does covenant, and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained Property in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, except and subject to the matters set forth on **Exhibit B**, attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the Grantor has caused its name to be hereunto subscribed on the day and year first above written.

GRANTOR:

[redacted],
a [redacted]

By: [EXHIBIT – DO NOT SIGN]

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this [redacted] day of [redacted], 201[redacted], by [redacted], as the [redacted] of [redacted], a [redacted].

Witness my hand and official seal.

My commission expires: _____

Notary Public

Exhibit A to Special Warranty Deed
(Legal Description)

Exhibit B to Special Warranty Deed
(Permitted Exceptions)

1. All water rights appurtenant to the Property.
2. All mineral rights appurtenant to the Property.
3. All rights under any agreement with any metropolitan or other special district.
4. All rights of any Seller as declarant under any covenants, conditions, or restrictions relating to the Property.

EXHIBIT “C”

FORM OF THE RECERTIFICATION

RECERTIFICATION

_____, a _____ (“**Buyer**”), hereby affirms, in connection with the purchase and sale of the property located in Adams County, Colorado, and more particularly described on **Exhibit “A”** attached hereto and incorporated herein by reference (the “**Property**”), that Buyer has performed or has had the opportunity to perform examinations, tests, and analysis of the Property and all parts thereof in connection with that certain Purchase and Sale Contract dated as of _____, 2017 (as amended, the “**Contract**”), by and between Buyer and KING PAUL 1, LLC, a Colorado limited liability company, as to an undivided twenty-five percent (25%) interest (“**King Paul**”), JACOBS COLORADO LLC, a Colorado limited liability company, as to an undivided sixty-four percent (64%) interest (“**Jacobs**”), and IVE COLORADO LLC, a Colorado limited liability company, as to an undivided eleven percent (11%) interest (“**IVE**”), as tenants-in-common (“**Seller**”). Capitalized terms used herein but not defined shall have the same meaning as set forth in the Contract. The Property is expressly purchased and sold “AS IS,” “WHERE IS,” and “WITH ALL FAULTS.” The Purchase Price and the terms and conditions set forth in the Contract are the result of arm’s-length bargaining between entities familiar with transactions of this kind, and the Purchase Price, terms and conditions reflect the fact that the Buyer shall have the benefit of, and is not relying upon, any information provided by Seller or statements, representations or warranties, express or implied (other than those expressly set forth in the Contract), made by or enforceable directly against Seller, including, without limitation, any relating to the value of the Property, the physical or environmental condition of the Property, any state, federal, county or local law, ordinance, order or permit; or the suitability, compliance or lack of compliance of the Property with any regulation, or any other attribute or matter of or relating to the Property (other than any covenants of title contained in the Deed conveying the Property). The Buyer agrees that Seller shall not be responsible or liable to the Buyer for any defects, errors or omissions, or on account of any conditions affecting the Property. The Buyer represents and warrants that as of the Closing Date, it has and shall have reviewed and conducted such independent analyses, studies (including, without limitation, environmental studies, and analyses concerning the presence of lead, asbestos, water intrusion and/or fungal growth and any resulting damage, PCBs and radon in and about the Property), reports, investigations and inspections as it deems appropriate in connection with the Property. If Seller provides or has provided any documents, summaries, opinions or work product of consultants, surveyors, architects, engineers, title companies, governmental authorities or any other person or entity with respect to the Property, the Buyer and Seller agree that Seller has done so or shall do so only for the convenience of both parties. The Buyer shall not rely thereon and the reliance by the Buyer upon any such documents, summaries, opinions or work product shall not create or give rise to any liability of or against Seller. Except for the warranty of title set forth in the Deed, the Buyer shall rely only upon any title insurance obtained by the Buyer with respect to title to the Property. The Buyer acknowledges and agrees that no representation has been made and no responsibility is assumed by Seller with respect to current and future applicable zoning or building code requirements or the compliance of the Property with any other laws, rules, ordinances or regulations, or the financial earning capacity or expense history of the Property. EXCEPT WITH RESPECT TO THE REPRESENTATIONS,

WARRANTIES AND COVENANTS MADE BY SELLER IN THE CONTRACT, SELLER EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, MADE BY ANY PARTY WITH RESPECT TO THE CONDITION OF THE PROPERTY, INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This recertification is given at the Closing of the Contract and survives the Closing of the transaction and the execution and delivery of any documents in connection therewith. Any term with its initial letter capitalized and not otherwise defined herein shall have the meaning set forth in the Contract.

Buyer also affirms as follows:

1. Buyer has investigated the Property.
2. Buyer has relied solely upon its own investigation.
3. Buyer understands that there are no express or implied warranties, except for any such warranties that are expressly provided in the Contract and that the sale is “as-is”.
4. Buyer also acknowledges and agrees that they are satisfied with the Property and have accepted the Property absolutely “as-is” and “where-is” except as expressly implied in the Contract.
5. Seller has made the Property available for inspection.

IN WITNESS WHEREOF, Buyer has executed this Recertification as of the ____ day of _____, 201_.

BUYER:

[REDACTED],
a [REDACTED]

By: [EXHIBIT – DO NOT SIGN]

Name: _____

Title: _____

Exhibit A to Recertification
(Legal Description)



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 12, 2017
SUBJECT: 2018 Budget Proposed for Adoption
FROM: Nancy Duncan, Budget Manager
AGENCY/DEPARTMENT: Budget Office
HEARD AT STUDY SESSION ON: September 22, 2017, October 17, 2017; October 24, 2017, & November 8, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners considers the 2018 Proposed Budget being recommended by the County Manager.

BACKGROUND:

As a political subdivision of the State of Colorado, Adams County prepares an annual budget as required by Colorado State Statutes (CRS 29-1-103). As part of the 2018 annual budget development process, the 2018 Proposed Budget was proposed during Public Hearing on October 10, 2017. A Budget Retreat was held on September 22 and Study Sessions have been conducted to review and discuss the 2018 Budget. A Public Hearing regarding the proposed budget will be held on December 5, 2017 for a first reading. This will allow for public review of the 2018 Proposed Budget prior to final adoption of the budget scheduled on December 12, 2017.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office and Budget Office

ATTACHED DOCUMENTS:

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 2018 and Ending on the Last Day of December 2018.

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 2018 and Ending on the Last Day of December 2018.

Resolution Approving Adams County Fee Schedule for the Calendar Year Beginning on the First Day of January 2018 and Ending on the Last Day of December 2018.

Resolution Approving the Certification of Mill Levies for the Calendar Year Beginning on the First Day of January 2018 and Ending on the Last Day of December 2018.

FISCAL IMPACT:

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

Fund:
Cost Center:

See Additional Note for Fiscal Impact Information	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

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

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

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

Additional Note:

The Fiscal Impact is summarized in the 2018 Budget Resolutions.

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 2018 AND ENDING ON THE LAST DAY OF DECEMBER 2018

WHEREAS, the Board of County Commissioners of Adams County ("Board") has appointed Raymond Gonzales, County Manager, to prepare and submit a proposed budget to said Board at the proper time; and,

WHEREAS, Raymond Gonzales, County Manager, has submitted a proposed budget to the Board on October 10, 2017, for its consideration; and,

WHEREAS, upon due and proper notice, in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on December 5, 2017, and interested taxpayers were given the opportunity to file or register any comments regarding said proposed budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the budget as submitted and summarized by fund on the attached Exhibit "A", is approved and adopted as the budget of the County of Adams, subject to the Adams County Colorado Annual Budget provisions on Fiscal Policy and Budget Process, and Adams County Purchasing Policy and Procedures Manual, adopted by previous resolution, for the year 2018 and, hereby incorporated into and made part of this resolution.

EXHIBIT "A"

2018 Annual Budget for the Calendar Year Beginning on the First Day of
January 2018 and Ending on the Last Day of December 2018

Section 1. Adopted Expenditures and Transfers-Out for Each Fund:

General Fund	\$196,163,309
Capital Facilities Fund	16,362,400
Golf Course Fund	2,752,209
Fleet Management Fund	13,205,593
Stormwater Utility Fund	2,465,003
Road & Bridge Fund	53,609,203
Social Services Fund	109,017,042
Retirement Fund	2,000,000
Insurance Fund	23,930,590
Developmentally Disabled Fund	1,555,509
Conservation Trust Fund	500,923
Waste Management Fund	376,255
Open Space Projects Fund	3,444,300
Open Space Sales Tax Fund	18,956,894
DIA Noise Mitigation & Coordinating Fund	45,000
Community Development Block Grant Fund	7,631,828
Head Start Fund	4,296,426
Community Services Block Grant Fund	343,316
Workforce & Business Center Fund	7,094,537
Front Range Airport Fund	4,047,288
FlatRock Facility Fund	581,959
TOTAL ADOPTED EXPENDITURES	\$468,379,584

Section 2. Adopted Revenues and Transfers In For Each Fund:

GENERAL FUND	
From Unappropriated Fund Balance	\$ 5,441,344
From Sources other than General Property Tax	47,006,864
From General Property Tax Levy	143,589,401
Transfers In	125,700
TOTAL GENERAL FUND	<u>\$ 196,163,309</u>
CAPITAL FACILITIES FUND	
From Unappropriated Fund Balance	\$ -
From Sources other than General Property Tax	14,692,400
From General Property Tax Levy	-
Transfers In	1,670,000
TOTAL CAPITAL FACILITIES FUND	<u>\$ 16,362,400</u>
GOLF COURSE FUND	
From Unappropriated Fund Balance	\$ -
From Sources other than General Property Tax	2,752,209
From General Property Tax Levy	-
Transfers In	-
TOTAL GOLF COURSE FUND	<u>\$ 2,752,209</u>
FLEET MANAGEMENT FUND	
From Unappropriated Fund Balance	\$ 5,251,949
From Sources other than General Property Tax	7,953,644
From General Property Tax Levy	-
Transfers In	-
TOTAL FLEET MANAGEMENT FUND	<u>\$ 13,205,593</u>
STORMWATER UTILITY FUND	
From Unappropriated Fund Balance	\$ 233,753
From Sources other than General Property Tax	2,231,250
From General Property Tax Levy	-
Transfers In	-
TOTAL STORMWATER UTILITY FUND	<u>\$ 2,465,003</u>
ROAD & BRIDGE FUND	
From Unappropriated Fund Balance	\$ 6,745,425
From Sources other than General Property Tax	38,642,769
From General Property Tax Levy	8,221,009
Transfers In	-
TOTAL ROAD & BRIDGE FUND	<u>\$ 53,609,203</u>

SOCIAL SERVICES FUND	
From Unappropriated Fund Balance	\$ -
From Sources other than General Property Tax	94,137,016
From General Property Tax Levy	14,880,026
Transfers In	-
TOTAL SOCIAL SERVICES FUND	<u>\$ 109,017,042</u>
RETIREMENT FUND:	
From Unappropriated Fund Balance	\$ -
From Sources other than General Property Tax	-
From General Property Tax Levy	1,950,000
Transfers In	50,000
TOTAL RETIREMENT FUND	<u>\$ 2,000,000</u>
INSURANCE FUND:	
From Unappropriated Fund Balance	\$ 981,130
From Sources other than General Property Tax	22,949,460
From General Property Tax Levy	-
Transfers In	-
TOTAL INSURANCE FUND	<u>\$ 23,930,590</u>
DEVELOPMENTALLY DISABLED FUND	
From Unappropriated Fund Balance	\$ -
From Sources other than General Property Tax	-
From General Property Tax Levy	1,555,509
Transfers In	-
TOTAL DEVELOPMENTALLY DISABLED FUND	<u>\$ 1,555,509</u>
CONSERVATION TRUST FUND	
From Unappropriated Fund Balance	\$ -
From Sources other than General Property Tax	500,923
From General Property Tax Levy	-
Transfers In	-
TOTAL CONSERVATION TRUST FUND	<u>\$ 500,923</u>
WASTE MANAGEMENT FUND	
From Unappropriated Fund Balance	\$ -
From Sources other than General Property Tax	376,255
From General Property Tax Levy	-
Transfers In	-
TOTAL WASTE MANAGEMENT FUND	<u>\$ 376,255</u>

OPEN SPACE PROJECTS FUND	
From Unappropriated Fund Balance	\$ -
From Sources other than General Property Tax	-
From General Property Tax Levy	-
Transfers In	3,444,300
TOTAL OPEN SPACE PROJECTS FUND	<u>\$ 3,444,300</u>

OPEN SPACE SALES TAX FUND	
From Unappropriated Fund Balance	\$ 2,586,632
From Sources other than General Property Tax	16,370,262
From General Property Tax Levy	-
Transfers In	-
TOTAL OPEN SPACE SALES TAX FUND	<u>\$ 18,956,894</u>

DIA NOISE MITIGATION & COORDINATING FUND	
From Unappropriated Fund Balance	\$ 37,500
From Sources other than General Property Tax	7,500
From General Property Tax Levy	-
Transfers In	-
TOTAL DIA NOISE MITIGATION & COORDINATING FUND:	<u>\$ 45,000</u>

COMMUNITY DEVELOPMENT BLOCK GRANT FUND	
From Unappropriated Fund Balance	\$ 115,340
From Sources other than General Property Tax	7,516,488
From General Property Tax Levy	-
Transfers In	-
TOTAL COMMUNITY DEVELOPMENT BLOCK GRANT FUND	<u>\$ 7,631,828</u>

HEAD START FUND	
From Unappropriated Fund Balance	\$ -
From Sources other than General Property Tax	4,246,426
From General Property Tax Levy	-
Transfers In	50,000
TOTAL HEAD START FUND	<u>\$ 4,296,426</u>

COMMUNITY SERVICES BLOCK GRANT FUND	
From Unappropriated Fund Balance	\$ -
From Sources other than General Property Tax	343,316
From General Property Tax Levy	-
Transfers In	-
TOTAL COMMUNITY SERVICES BLOCK GRANT FUND	<u>\$ 343,316</u>

WORKFORCE & BUSINESS CENTER FUND

From Unappropriated Fund Balance	\$	-
From Sources other than General Property Tax		7,094,537
From General Property Tax Levy		-
Transfers In		-
TOTAL WORKFORCE & BUSINESS CENTER FUND	\$	<u>7,094,537</u>

FRONT RANGE AIRPORT FUND

From Unappropriated Fund Balance	\$	528,472
From Sources other than General Property Tax		3,118,816
From General Property Tax Levy		-
Transfers In		400,000
TOTAL FRONT RANGE AIRPORT FUND	\$	<u>4,047,288</u>

FLATROCK FACILITY FUND

From Unappropriated Fund Balance	\$	-
From Sources other than General Property Tax		581,959
From General Property Tax Levy		-
Transfers In		-
TOTAL FLATROCK FACILITY FUND	\$	<u>581,959</u>



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 12, 2017
SUBJECT: 2018 Budget Proposed for Adoption
FROM: Nancy Duncan, Budget Manager
AGENCY/DEPARTMENT: Budget Office
HEARD AT STUDY SESSION ON: September 22, 2017, October 17, 2017; October 24, 2017, & November 8, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners considers the 2018 Proposed Budget being recommended by the County Manager.

BACKGROUND:

As a political subdivision of the State of Colorado, Adams County prepares an annual budget as required by Colorado State Statutes (CRS 29-1-103). As part of the 2018 annual budget development process, the 2018 Proposed Budget was proposed during Public Hearing on October 10, 2017. A Budget Retreat was held on September 22 and Study Sessions have been conducted to review and discuss the 2018 Budget. A Public Hearing regarding the proposed budget will be held on December 5, 2017 for a first reading. This will allow for public review of the 2018 Proposed Budget prior to final adoption of the budget scheduled on December 12, 2017.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office and Budget Office

ATTACHED DOCUMENTS:

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 2018 and Ending on the Last Day of December 2018.

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 2018 and Ending on the Last Day of December 2018.

Resolution Approving Adams County Fee Schedule for the Calendar Year Beginning on the First Day of January 2018 and Ending on the Last Day of December 2018.

Resolution Approving the Certification of Mill Levies for the Calendar Year Beginning on the First Day of January 2018 and Ending on the Last Day of December 2018.

FISCAL IMPACT:

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

Fund:
Cost Center:

See Additional Note for Fiscal Impact Information	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

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

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

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

Additional Note:

The Fiscal Impact is summarized in the 2018 Budget Resolutions.

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 2018 AND ENDING ON THE LAST DAY OF DECEMBER 2018

WHEREAS, the Board of County Commissioners, County of Adams, State of Colorado, has adopted the annual budget in accordance with the Local Government Budget Law, on the 12th day of December, 2017; and,

WHEREAS, the Board of County Commissioners, has made provision therein for the revenues in an amount equal to or greater than the total proposed expenditure as set forth in said budget; and,

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described in the attached Exhibit "A", so as not to impair the operations of the County.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the revenues provided in the budget to and for the purposes described in the attached Exhibit "A", are hereby approved and appropriated.

EXHIBIT "A"

2018 Annual Budget for the Calendar Year Beginning on the First Day of
January 2018 and Ending on the Last Day of December 2018

Section 1. That The Following Sums Are Hereby Appropriated From the Revenue
of Each Fund, to Each Fund, for Purposes Stated:

GENERAL FUND:

Current Operating Expenses	\$ 186,848,416
Capital Outlay	7,744,893
Transfers Out	1,570,000
TOTAL GENERAL FUND	\$ 196,163,309

CAPITAL FACILITIES FUND:

Current Operating Expenses	\$ 15,162,400
Capital Outlay	1,200,000
Transfers Out	-
TOTAL CAPITAL FACILITIES FUND	\$ 16,362,400

GOLF COURSE FUND:

Current Operating Expenses	\$ 2,502,209
Capital Outlay	250,000
Transfers Out	-
TOTAL GOLF COURSE FUND	\$ 2,752,209

FLEET MANAGEMENT FUND:

Current Operating Expenses	\$ 4,899,393
Capital Outlay	8,255,500
Transfers Out	50,700
TOTAL FLEET MANAGEMENT FUND	\$ 13,205,593

STORMWATER UTILITY FUND

Current Operating Expenses	\$ 636,497
Capital Outlay	1,828,506
Transfers Out	-
TOTAL STORMWATER UTILITY FUND	\$ 2,465,003

ROAD & BRIDGE FUND:

Current Operating Expenses	\$ 40,351,682
Capital Outlay	12,657,521
Transfers Out	600,000
TOTAL ROAD & BRIDGE FUND	\$ 53,609,203

SOCIAL SERVICES FUND:

Current Operating Expenses	\$ 109,017,042
Capital Outlay	-
Transfers Out	-
TOTAL SOCIAL SERVICES FUND	\$ 109,017,042

RETIREMENT FUND:

Current Operating Expenses	\$ 2,000,000
Capital Outlay	-
Transfers Out	-
TOTAL RETIREMENT FUND	\$ 2,000,000

INSURANCE FUND:

Current Operating Expenses	\$ 23,930,590
Capital Outlay	-
Transfers Out	-
TOTAL INSURANCE FUND	\$ 23,930,590

DEVELOPMENTALLY DISABLED FUND:

Current Operating Expenses	\$ 1,555,509
Capital Outlay	-
Transfers Out	-
TOTAL DEVELOPMENTALLY DISABLED FUND	\$ 1,555,509

CONSERVATION TRUST FUND:

Current Operating Expenses	\$ 500,923
Capital Outlay	-
Transfers Out	-
TOTAL CONSERVATION TRUST FUND	\$ 500,923

WASTE MANAGEMENT FUND:

Current Operating Expenses	\$ 376,255
Capital Outlay	-
Transfers Out	-
TOTAL WASTE MANAGEMENT FUND	\$ 376,255

OPEN SPACE PROJECTS FUND	
Current Operating Expenses	\$ 1,269,300
Capital Outlay	2,175,000
Transfers Out	-
TOTAL OPEN SPACE PROJECTS FUND	<u>\$ 3,444,300</u>
OPEN SPACE SALES TAX FUND:	
Current Operating Expenses	\$ 15,177,555
Capital Outlay	-
Transfers Out	3,779,339
TOTAL OPEN SPACE SALES TAX FUND	<u>\$ 18,956,894</u>
DIA NOISE MITIGATION & COORDINATING FUND	
Current Operating Expenses	\$ 45,000
Capital Outlay	-
Transfers Out	-
TOTAL DIA NOISE MITIGATION & COORDINATING FUND	<u>\$ 45,000</u>
COMMUNITY DEVELOPMENT BLOCK GRANT FUND:	
Current Operating Expenses	\$ 7,631,828
Capital Outlay	-
Transfers Out	-
TOTAL COMMUNITY DEVELOPMENT BLOCK GRANT FUND	<u>\$ 7,631,828</u>
HEAD START FUND:	
Current Operating Expenses	\$ 4,296,426
Capital Outlay	-
Transfers Out	-
TOTAL HEAD START FUND	<u>\$ 4,296,426</u>
COMMUNITY SERVICES BLOCK GRANT FUND:	
Current Operating Expenses	\$ 343,316
Capital Outlay	-
Transfers Out	-
TOTAL COMMUNITY SERVICES BLOCK GRANT FUND	<u>\$ 343,316</u>
WORKFORCE & BUSINESS CENTER FUND	
Current Operating Expenses	\$ 7,094,537
Capital Outlay	-
Transfers Out	-
TOTAL WORKFORCE & BUSINESS CENTER FUND	<u>\$ 7,094,537</u>

FRONT RANGE AIRPORT FUND

Current Operating Expenses	\$ 3,458,825
Capital Outlay	588,463
Transfers Out	-
TOTAL FRONT RANGE AIRPORT FUND	\$ 4,047,288

FLATROCK FACILITY FUND

Current Operating Expenses	\$ 361,959
Capital Outlay	145,000
Transfers Out	75,000
TOTAL FLATROCK FACILITY FUND	\$ 581,959



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 12, 2017
SUBJECT: 2018 Budget Proposed for Adoption
FROM: Nancy Duncan, Budget Manager
AGENCY/DEPARTMENT: Budget Office
HEARD AT STUDY SESSION ON: September 22, 2017, October 17, 2017; October 24, 2017, & November 8, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners considers the 2018 Proposed Budget being recommended by the County Manager.

BACKGROUND:

As a political subdivision of the State of Colorado, Adams County prepares an annual budget as required by Colorado State Statutes (CRS 29-1-103). As part of the 2018 annual budget development process, the 2018 Proposed Budget was proposed during Public Hearing on October 10, 2017. A Budget Retreat was held on September 22 and Study Sessions have been conducted to review and discuss the 2018 Budget. A Public Hearing regarding the proposed budget will be held on December 5, 2017 for a first reading. This will allow for public review of the 2018 Proposed Budget prior to final adoption of the budget scheduled on December 12, 2017.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office and Budget Office

ATTACHED DOCUMENTS:

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 2018 and Ending on the Last Day of December 2018.

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 2018 and Ending on the Last Day of December 2018.

Resolution Approving Adams County Fee Schedule for the Calendar Year Beginning on the First Day of January 2018 and Ending on the Last Day of December 2018.

Resolution Approving the Certification of Mill Levies for the Calendar Year Beginning on the First Day of January 2018 and Ending on the Last Day of December 2018.

FISCAL IMPACT:

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

Fund:
Cost Center:

See Additional Note for Fiscal Impact Information	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

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

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

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

Additional Note:

The Fiscal Impact is summarized in the 2018 Budget Resolutions.

RESOLUTION APPROVING ADAMS COUNTY 2018 FEE SCHEDULE FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2018 AND ENDING ON THE LAST DAY OF DECEMBER 2018

WHEREAS, the Board of County Commissioners, County of Adams, State of Colorado, has determined that it is prudent to create a Fee Schedule to provide efficiency, economy, and uniformity in establishing and adjusting fees charged by Adams County into one abbreviated schedule; and,

WHEREAS, the fees set forth in the Fee Schedule are reasonably calculated to compensate Adams County for services provided to individuals paying said fees; and,

WHEREAS, fees set forth in the Fee Schedule may be added to or amended periodically by adoption of a resolution; and,

WHEREAS, the Board of County Commissioners, County of Adams, State of Colorado, shall review the Fee Schedule on at least an annual basis for the purposes of adjusting and updating fees charged by Adams County, and any amendments or additions thereto may be made by resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the 2018 Fee Schedule as defined in the attached Exhibit "A" is hereby approved.

EXHIBIT "A"

Section 1. Building Permit Fees

VALUATION	PERMIT FEE	PLAN REVIEW	VALUATION	PERMIT FEE	PLAN REVIEW	VALUATION	PERMIT FEE	PLAN REVIEW
\$1-\$500	\$24.00	\$16.00	\$26,000	\$333.00	\$216.00	\$65,000	\$712.00	\$463.00
\$600	\$27.00	\$18.00	\$27,000	\$344.00	\$224.00	\$66,000	\$721.00	\$469.00
\$700	\$30.00	\$20.00	\$28,000	\$355.00	\$231.00	\$67,000	\$730.00	\$475.00
\$800	\$33.00	\$21.00	\$29,000	\$366.00	\$238.00	\$68,000	\$739.00	\$480.00
\$900	\$36.00	\$23.00	\$30,000	\$377.00	\$245.00	\$69,000	\$748.00	\$486.00
\$1,000	\$39.00	\$25.00	\$31,000	\$388.00	\$252.00	\$70,000	\$757.00	\$492.00
\$1,100	\$42.00	\$27.00	\$32,000	\$399.00	\$259.00	\$71,000	\$766.00	\$498.00
\$1,200	\$45.00	\$29.00	\$33,000	\$410.00	\$267.00	\$72,000	\$775.00	\$504.00
\$1,300	\$48.00	\$31.00	\$34,000	\$421.00	\$274.00	\$73,000	\$784.00	\$510.00
\$1,400	\$51.00	\$33.00	\$35,000	\$432.00	\$281.00	\$74,000	\$793.00	\$515.00
\$1,500	\$54.00	\$35.00	\$36,000	\$443.00	\$288.00	\$75,000	\$802.00	\$521.00
\$1,600	\$57.00	\$37.00	\$37,000	\$454.00	\$295.00	\$76,000	\$811.00	\$527.00
\$1,700	\$60.00	\$39.00	\$38,000	\$465.00	\$302.00	\$77,000	\$820.00	\$533.00
\$1,800	\$63.00	\$41.00	\$39,000	\$476.00	\$309.00	\$78,000	\$829.00	\$539.00
\$1,900	\$66.00	\$43.00	\$40,000	\$487.00	\$317.00	\$79,000	\$838.00	\$545.00
\$2,000	\$69.00	\$45.00	\$41,000	\$496.00	\$322.00	\$80,000	\$847.00	\$551.00
\$3,000	\$80.00	\$52.00	\$42,000	\$505.00	\$328.00	\$81,000	\$856.00	\$556.00
\$4,000	\$91.00	\$59.00	\$43,000	\$514.00	\$334.00	\$82,000	\$865.00	\$562.00
\$5,000	\$102.00	\$66.00	\$44,000	\$523.00	\$340.00	\$83,000	\$874.00	\$568.00
\$6,000	\$113.00	\$73.00	\$45,000	\$532.00	\$346.00	\$84,000	\$883.00	\$574.00
\$7,000	\$124.00	\$81.00	\$46,000	\$541.00	\$352.00	\$85,000	\$892.00	\$580.00
\$8,000	\$135.00	\$88.00	\$47,000	\$550.00	\$358.00	\$86,000	\$901.00	\$586.00
\$9,000	\$146.00	\$95.00	\$48,000	\$559.00	\$363.00	\$87,000	\$910.00	\$592.00
\$10,000	\$157.00	\$102.00	\$49,000	\$568.00	\$369.00	\$88,000	\$919.00	\$597.00
\$11,000	\$168.00	\$109.00	\$50,000	\$577.00	\$375.00	\$89,000	\$928.00	\$603.00
\$12,000	\$179.00	\$116.00	\$51,000	\$586.00	\$381.00	\$90,000	\$937.00	\$609.00
\$13,000	\$190.00	\$124.00	\$52,000	\$595.00	\$387.00	\$91,000	\$946.00	\$615.00
\$14,000	\$201.00	\$131.00	\$53,000	\$604.00	\$393.00	\$92,000	\$955.00	\$621.00
\$15,000	\$212.00	\$138.00	\$54,000	\$613.00	\$398.00	\$93,000	\$964.00	\$627.00
\$16,000	\$223.00	\$145.00	\$55,000	\$622.00	\$404.00	\$94,000	\$973.00	\$632.00
\$17,000	\$234.00	\$152.00	\$56,000	\$631.00	\$410.00	\$95,000	\$982.00	\$638.00
\$18,000	\$245.00	\$159.00	\$57,000	\$640.00	\$416.00	\$96,000	\$991.00	\$644.00
\$19,000	\$256.00	\$166.00	\$58,000	\$649.00	\$422.00	\$97,000	\$1,000.00	\$650.00
\$20,000	\$267.00	\$174.00	\$59,000	\$658.00	\$428.00	\$98,000	\$1,009.00	\$656.00
\$21,000	\$278.00	\$181.00	\$60,000	\$667.00	\$434.00	\$99,000	\$1,018.00	\$662.00
\$22,000	\$289.00	\$188.00	\$61,000	\$676.00	\$439.00	\$100,000	\$1,027.00	\$668.00
\$23,000	\$300.00	\$195.00	\$62,000	\$685.00	\$445.00			
\$24,000	\$311.00	\$202.00	\$63,000	\$694.00	\$451.00			
\$25,000	\$322.00	\$209.00	\$64,000	\$703.00	\$457.00			

For fees \$100,001 and over see below

Total Valuation	Fee
\$100,001 to \$500,000	\$1,027 for the first \$100,000; plus \$7.00 for each additional \$1,000 or fraction thereof, to and including \$500,000, plus 65% of permit fee for plan review
\$500,001 to 1,000,000	\$3,827 for the first \$500,000; plus \$5.00 for each additional \$1,000 or fraction thereof, to and including \$1,000,000, plus 65% of permit fee for plan review
\$1,000,001 to 5,000,000	\$6,327 for the first \$1,000,000; plus \$3.00 for each additional \$1,000 or fraction thereof, to and including \$5,000,000, plus 65% of permit fee for plan review
\$5,000,001 and over	\$18,327 for the first \$5,000,000; plus \$1.00 for each additional \$1,000 or fraction thereof, plus 65% of permit fee for plan review

OTHER FEES

Inspections outside of normal business hours = \$100 per hour¹, with a minimum two-hour charge

Re-inspection fees = \$75.00⁵

Inspection for which no fee is specifically indicated = \$100 per hour¹

Additional plan review required by changes, additions or revisions to plans = \$100 per hour¹

For use of outside consultants for plan checking and inspections, or both = actual cost²

Plan review fee, residential = see below³

Plan review fee, commercial = see below⁴

¹ Or the total hourly cost to the jurisdiction, whichever is greater. The cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

² Actual costs include administrative and overhead costs.

³ R108.6 Plan review fee. When submittal documents are required by section 106.1, a plan review fee equal to 65

⁴ 108.5.1 Plan review fee. When documents are required by Section 106.1, a plan review fee shall be charged on all

⁵ Re-inspection fee may apply under the following conditions;

- a. Inspections rescheduled or cancelled after inspection cut off day or time.
- b. Inspections scheduled and the work is not complete or ready for inspection.

Section 2. Stormwater Fees

Residential: Total site square footage of impervious area X 0.02004, or \$83.00, whichever is less

Commercial: Total site square footage of impervious area X 0.02004, or \$746.00, whichever is less

Exempt: Total site square footage of impervious area X 0.02004, or \$446.00, whichever is less

Industrial: Total site square footage of impervious area X 0.02004, or \$886.00, whichever is less

Agricultural: Total site square footage of impervious area X 0.02004, or \$131.00, whichever is less

State-Assessed: Total site square footage of impervious area X 0.02004, or \$886.00, whichever is less

Mine: Total site square footage of impervious area X 0.02004, or \$68.00, whichever is less

Minimum Fee: All developed properties with at least 500 sq ft and up to up to 1,000 sq ft of billable impervious surface area are charged a minimum fee of \$20.04 per year. There is no fee for properties with less than 500 sq ft of impervious area.

Section 3. Parks Fees

Waymire Events Complex			Private	
<u>Peak Season (April-October)</u>			Kitchen	Attendees Deposit
Monday-Thursday	\$1,600.00		\$255.00	1-300 \$300.00
Friday	\$2,400.00		\$400.00	301-600 \$500.00
Saturday Full Day	\$2,850.00		\$500.00	601-1000 \$700.00
Sunday Full Day	\$2,000.00		\$340.00	
 <u>Off-Peak Season (November-March)</u>				Public
Monday-Thursday	\$1,280.00	\$200.00		Attendees Deposit
Friday	\$2,250.00	\$350.00		0-500 \$500.00
Saturday Full Day	\$2,500.00	\$400.00		501-1000 \$750.00
Sunday Full Day	\$1,800.00	\$300.00		1001-2500 \$1,000.00
				2501+ \$1,500.00
 <u>Meeting Room Facilities</u> (When Dome is not in use)				
Full Meeting Room	\$300.00		Per Section	\$100.00
Exhibit Hall (south end only)	\$1,315.00		Per Add'l Hr	\$20.00
North End of Exhibit Hall - 6 hours	\$135.00			
Al Lesser	\$565.00			
Red Cross (non-profit)	\$25.00			

Picnics

Deposits: ACRP & Rotella			Rental Fees:				
Attendees	Private	Non-Res/Comm	Attendees	ACRP Private	ACRP Non-Res/Comm	Rotella Resident	Rotella Non-Res/Comm
1-099	\$75.00	\$100.00	1-200	\$100.00	\$150.00	\$50.00	\$75.00
100-199	\$100.00	\$150.00	201-400	\$200.00	\$300.00		
200-499	\$200.00	\$350.00	401-600	\$300.00	\$450.00	50 ppl per shelter	
500-999	\$350.00	\$500.00	601-800	\$400.00	\$600.00		
1500+	\$700.00	\$850.00	800-1000	\$500.00	\$750.00		

ADULT NON-PROFIT RENTAL RATES*

	Mo-Th	Fr-Su
Waymire Events Complex	\$540.00	\$770.00
Kitchen	\$170.00	\$205.00
Meeting Room Facility		
Entire Facility	\$150.00	\$170.00
Per Section	\$50.00	\$56.00
Exhibit Hall	\$385.00	\$740.00
Al Lesser	\$145.00	\$230.00
Indoor Arena	\$230.00	\$480.00
Arena Grandstands	\$200.00	\$330.00
Sale Barn	\$200.00	\$300.00
4H Arena	\$175.00	\$175.00

YOUTH NON-PROFIT RENTAL RATES*

	Mo-Th	Fr-Su
Waymire Events Complex	\$240.00	\$620.00
Kitchen	\$95.00	\$160.00
Meeting Room Facility		
Entire Facility	\$150.00	\$170.00
Per Section	\$50.00	\$56.00
Exhibit Hall	\$230.00	\$615.00
AI Lesser	\$100.00	\$195.00
Indoor Arena	\$170.00	\$440.00
Arena Grandstands	\$105.00	\$190.00
Sale Barn	\$115.00	\$180.00
4H Arena	\$100.00	\$100.00

*To qualify for a non-profit rate, the organization must be registered with the Secretary of State's Office as a non-profit organization

MEETING/SEMINAR HALF DAY RENTAL RATES

	Mo-Th Only
Exhibit Hall	\$650.00
AI Lesser	\$280.00

OTHER FACILITIES AND RATES

	Mo-Th Only
Arena Grandstands Daytime Fee	\$775.00
Arena Grandstands Nighttime Fee	\$910.00
Hourly Rate	\$120.00
4H Horse Arena	\$250.00 w/ \$100 refundable deposit
Sale Barn	\$565.00
North Parking Lot	\$825.00
South Dome Parking Lot	\$350.00
Arena, swine barn	\$120.00
Stalls (each)	\$15.00
Show rate	\$15.00
Multi-Day rate	\$15.00
Rough stock pens	\$55.00
Concession area, outdoor arena	\$175.00
Vendor's Permit (1 day permit)	\$50.00
Camper hook-up, complete	\$20.00
Overnight vehicle permit (without Event)	\$10.00
Overnight vehicle permit (with Event)	\$5.00
Unpaved South Parking Lot (Office Bldg)	\$350.00
Parking Lot South of Sale Barn	\$150.00
Additional Chairs (based on availability from other bldgs)	\$0.50
Conference Room	\$100.00
Labor per man hour	\$50.00
Facility Admission Surcharge	Call for pricing

EQUIPMENT (hourly rate)

Skid Steer Loader	\$50.00
Backhoe	\$75.00
1.5 cubic yard loader	\$75.00
Forklift	\$50.00
Scissors lift	\$50.00
Water Truck	\$150.00
Portable Announcers Booth	\$50.00

CANCELLATIONS

Written Notice	
90+ days	1/2 deposit & all rental fees
89-60 days	1/2 deposit & 1/2 rental fees
<59 days	1/2 deposit & no fees

Section 4. Golf Course Fees

Dunes Weekday Resident Rate	\$37.00		
Dunes Weekday Non Resident Rate	\$40.00		
Dunes Weekend Resident Rate	\$45.00		
Dunes Weekend Non Resident Rate	\$49.00		
Dunes Twi-Lite Rate	\$31.00		
Dunes 9 Hole Rate	\$23.00		
Knolls Weekday Rate	\$28.00		
Knolls Weekend Rate	\$32.00		
Knolls 9 Hole Rate	\$16.00		
Knolls Twi-Lite Rate	\$20.00		
18 Golf Cart Fees	\$30	\$15.00	Per Rider
Twi-Lite Cart Fees	\$24	\$12.00	Per Rider

Section 5. Conference Center Fees

Conference Center rental prices				
Room	Seating	Set-up	Half Day	Whole Day
Platte River A	56	Classroom seating / Projector/Screen	\$200	\$400
Platte River B	48	Classroom seating / Projector/Screen	\$200	\$400
Platte River C	48	Classroom seating / Projector/Screen	\$200	\$400
Platte River D	40	Classroom seating / Projector/Screen	\$200	\$400
Brantner Gulch A	32	Classroom seating / Projector/Screen	\$100	\$200
Brantner Gulch C	24	Classroom seating / Projector/Screen	\$100	\$200
Clear Creek F	26	U shape seating/Projector/Screen	\$100	\$200
Clear Creek E	20	U shape seating/Projector/Screen	\$100	\$200
Platte River B/C	96	Classroom seating	\$400	\$800
Platte River C/D	48	Classroom seating	\$400	\$800
Platte River B/C/D	144	Classroom seating	\$600	\$1,200
Platte River A/B/C/D	200	Classroom seating	\$800	\$1,600
Kitchen		Microwave/Coffee maker/Fridge 50% off on Non-Profit	\$30	\$50
		Damage Deposit \$300 Refundable after Event review		

Section 6. Animal Shelter Fees

DOGS

Over 6 months old \$100-250
 6 months old and younger \$200-250+

CATS

Over 6 months old \$50-150
 6 months old and younger \$100-150+

OTHER PETS

\$8-150 based on species, breed and age

Note: Certain pets may be priced outside of these ranges at discretion of management.

Adams County Dog License Fee	\$25 or free*
* free if pet has current rabies shots and is spayed or neutered	
Animal Euthanization Fee	\$50
Animal Remains Disposal Fee	\$35
Boarding Fee (Per Night for animals brought in as strays)	\$10 per night

Cat Impound Fee*	\$40
*Repeated impoundment of the same animal within an 18 month period will increase the fee by \$10 (cumulative) for each additional impound.	
Dog Impounding Fee*	\$40 with tags \$50 without tags
*Repeated impoundment of the same animal within an 18 month period will increase the fee by \$10 (cumulative) for each additional impound.	
Microchip Insertion Fee	\$20
Rabies Vaccination Fee	\$10
Rabies Vaccination Deposit	\$10
Release of Single Animal (or litter under eight weeks old) Fee	\$50 - \$85

Section 7. Sheriff's Fees

Concealed Handgun Permit
 New - \$100
 Renewal - \$50, + \$15 if >180 days after expiration date
 Lost / Destroyed Permit Replacement - \$15

FLATROCK Training Center

Range 1	Defensive Tactics Room
\$200.00 for 4 hours	\$200.00 for 4 hours
\$400.00 for 8 hours	\$400.00 for 8 hours
Range 2	Classroom
\$200.00 for 4 hours	\$100.00 for 4 hours
\$400.00 for 8 hours	\$200.00 for 8 hours
Highway Course	Skills Pad
\$200.00 for 4 hours	\$200.00 for 4 hours
\$400.00 all 8 hours	\$400.00 for 8 hours
Force Option Simulator	
\$100.00 for 4 hours	
\$200.00 for 8 hours	

Section 8. Traffic Impact Fees

	Development	Impact Fee
Land Use Types	Unit	Charged
Residential	Enter Number of Dwellings/Spaces/Rooms	
Single-Family Detached	1	\$1,599.07
Multi-Family	1	\$983.13
Mobile Home park - per space	1	\$888.37
Hotel/Motel - per room	1	\$1,018.67
Retail Commercial	Enter Building Square Footage	
Shop Ctr/Gen Retail, less than 100,000 sf	1000	\$5,460.52
Shop Ctr/Gen Retail, 100,000 - 499,999 sf	1000	\$4,264.18
Shop Ctr/Gen Retail, 500,000 - 1 million sf	1000	\$3,648.24
Shop Ctr/Gen Retail, 1 million sf or more	1000	\$3,245.52
Auto Sales/Repair	1000	\$3,979.90
Bank	1000	\$13,100.51
Bldg Materials/Hardware/Nursery	1000	\$5,744.80
Convenience Store	1000	\$7,592.61
Discount Store	1000	\$5,436.83
Furniture Store	1000	\$639.63
Restaurant, Fast Food w/ Drive-Through Window (834)	1000	\$15,351.05
Restaurant, Fast Food w/o Drive-Through Window (833)	1000	\$10,938.82
Local/Neighborhood Carryout/Takeout Restaurant	1000	\$7,740.40
High Quality Restaurant/or Turnover =<1 HR (831)	1000	\$3,990.67
New Car Sales (841)	1000	\$1,308.32
Bowling Alley	1000	\$5,588.48
Carwash (847) <i>per Stall</i>	1	\$2,284.00
Motorcycle Kit Shops	1000	\$486.85
Drinking Place (836)	1000	\$4,416.32
Restaurant, Sit-Down Chain/or Turnover is > 1 HR	1000	\$10,660.45

Office Institutional	Enter Building Square Footage	
Office, General	1000	\$2,357.14
Office, Medical	1000	\$5,792.18
Hospital	1000	\$1,456.93
Nursing home	1000	\$568.56
Church/Synagogue	1000	\$1,042.36
Day Care Center	1000	\$5,010.41
Elementary/Secondary School	1000	\$888.37
Junior/Community College (540)	1000	\$2,628.48
Vet Clinic	1000	\$2,479.67
Single Occupant Office (715)	1000	\$2,711.36

Section 9. Planning and Development Services Fees

Community and Economic Development Department (Development Services Fee Schedule) <i>Make checks payable to Adams County</i>		
Project Type	Description	Amount
Conceptual Review Meeting	Residential	\$300
	Non-Residential	\$500
Temporary Use Permit		\$1,000
Special Use Permits	Residential	\$500
	Non-Residential	\$700
Conditional Use Permits	Residential	\$1,000 +300 per additional request
	Non-Residential	\$1,000 +500 per additional request
	Minor Amendments	\$500
Rezoning		\$1,500
Comprehensive Plan Amendment		\$1,500
Development Code Text Amendment		\$1,000
Subdivision Plats	Exemption Plat	\$650 +\$50 per additional lot (max of \$800)
	Major Subdivision Plat (Prelim)	\$1,300
	Major Subdivision (Final)	\$1,500
	Minor Subdivision (Final Plat)	\$1,500
	Plat Correction (Residential)	\$500+ \$50 per any additional lot
	Plat Correction (Non-residential)	\$750+ \$100 per any additional lot
	Waiver from Subdivision	\$500

Subdivision Improvement Agreements (SIA) Development Agreements Request for Release of Collateral	Initial Review	\$500
	Amendments to Approved SIA	\$500
		\$500
		\$175
Planned Unit Development	Overall Development Plan	\$2,200
	Preliminary Development Plan	\$2,200
	Final Development Plan	\$2,200
	Minor Amendments	\$1,100
Planning Building Permit Review	Residential	\$40
	Non-Residential	\$130
Appeal of Administrative Decision		\$500
Areas and Activities of State Interest		\$5,000+mailing cost
Certificate of Designation		\$4,320+ \$0.10 per cubic yard/year to a max of \$8,000
	Major Amendment	\$2,000
	Minor Amendment	\$1,000
Landscape	Inspection	\$60
	Review of landscaping bond/collateral	\$150
Variances	Residential	\$500 + \$100 for each additional request
	Non-Residential	\$700 + \$100 for each additional request
Resubmittal Fee: The above fees are for the initial first three reviews. A new fee of 20% of the initial fee shall be required for the next three set of reviews.		
Zoning Verification Letter		\$150
Oil and Gas Development Reviews		
Admin Use by Special Review (USR) for Oil and Gas Facilities		\$2,600
Amendments to USR		\$2,000
Special Use Permit for Oil and Gas Facilities		\$3,900
Appeal of an Administrative Use by Special Review Permit		\$1,300
Right-of-Way Reviews		
Culvert Permit	Culvert Permit only	\$40
	Culvert Permit + Street Access	\$40+\$30
Oversized Load Permit	Oversize Load Permit	\$100
	Annual Permit	\$500

Utility Permit	Utility Permit (UT) UT+ Street Access Pot Hole	\$40 \$70 \$10 + 20 for any additional pot hole
Trenching (per linear feet)	Gravel Paved	\$0.20 \$0.40
Roadway Vacation		\$600
Development Engineering Reviews		
Floodplain Use Permit	Residential Non-Residential	\$200 \$500
Drainage Report /On-site Grading Plans		\$1,000
	Drainage Report Only	\$500
Street Construction Plans		\$100
Traffic Impact Study/Traffic Impact Analysis		\$600
Erosion and Sediment Control		\$500
Subdivision Engineering Review	<5 acres 5-25 acres >25 acres	\$1,000 \$2,500 \$7,500
Resubmittal Fee: the above engineering fees are for the initial first three reviews. A new fee of 20% of the initial fee shall be required for the next three set of reviews.		
Miscellaneous Fees		
Conservation Plan Permit		\$150
Bio-Solids Permit		\$300
Landfill Inspections		\$150
Gravel Mine Inspections		\$150
Land Survey Plat Deposit		\$10/per page
Seismic Study		\$40 +\$20 per vibration spot
Marijuana Licensing Fees		
Marijuana Establishment	Initial Application Renewal of Establishment	\$15,000 \$15,000
	Building Permit	
Building Permit Fees		Building Permit fees are based on the value of the improvements being constructed. Please contact the One-Stop Customer Center for more information

Section 10. Transportation Department Fees

Above Ground Utilities (linear footage)	\$70 + 0.20/lf
Above Ground Utilities	\$70
Driveway Access/Culvert (per access)	\$70
Gas & Oil Moving & Culvert (one-time)	\$500
Memorial Sign Program	\$100
Oversize Load - Single Trip	\$100
Oversize Load - Annual Permit	\$500
Permit Reinstatement	\$100
Permit Renewal	\$100
Permit Transfer	\$100
Work Without Permit	Double Fee
Pot Holing (for line locates) (proposed)	1st Pothole \$70/each additional hole \$20
Reinspection Fee	\$100
Request for off hours inspection	Overtime hourly rate (3 hr minimum)
Traffic Control Plans	\$70
Street Construction Permit	
1. Gravel or unimproved surface	\$70 + 0.15/sy
2. Paved or improved surface	\$70 + 0.30/sy
Underground Utilities (linear footage)	
1. Gravel or unimproved surface	\$70 + 0.15/lf
2. Paved or improved surface	\$70 + 0.30/lf
3. Boring	\$70 + 0.40/lf
Stormwater Quality Permit Issuance	\$300/year
Stormwater Quality Permit Renewal	\$100/year
Stormwater Quality Permit Transfer	\$100
Failure to Obtain a Stormwater Quality Permit	2x Annual Permit Fee



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 12, 2017
SUBJECT: 2018 Budget Proposed for Adoption
FROM: Nancy Duncan, Budget Manager
AGENCY/DEPARTMENT: Budget Office
HEARD AT STUDY SESSION ON: September 22, 2017, October 17, 2017; October 24, 2017, & November 8, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners considers the 2018 Proposed Budget being recommended by the County Manager.

BACKGROUND:

As a political subdivision of the State of Colorado, Adams County prepares an annual budget as required by Colorado State Statutes (CRS 29-1-103). As part of the 2018 annual budget development process, the 2018 Proposed Budget was proposed during Public Hearing on October 10, 2017. A Budget Retreat was held on September 22 and Study Sessions have been conducted to review and discuss the 2018 Budget. A Public Hearing regarding the proposed budget will be held on December 5, 2017 for a first reading. This will allow for public review of the 2018 Proposed Budget prior to final adoption of the budget scheduled on December 12, 2017.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office and Budget Office

ATTACHED DOCUMENTS:

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 2018 and Ending on the Last Day of December 2018.

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 2018 and Ending on the Last Day of December 2018.

Resolution Approving Adams County Fee Schedule for the Calendar Year Beginning on the First Day of January 2018 and Ending on the Last Day of December 2018.

Resolution Approving the Certification of Mill Levies for the Calendar Year Beginning on the First Day of January 2018 and Ending on the Last Day of December 2018.

FISCAL IMPACT:

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

Fund:
Cost Center:

See Additional Note for Fiscal Impact Information	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

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

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

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

Additional Note:

The Fiscal Impact is summarized in the 2018 Budget Resolutions.

RESOLUTION APPROVING THE CERTIFICATION OF MILL LEVIES FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2018 AND ENDING ON THE LAST DAY OF DECEMBER 2018

WHEREAS, the Board of County Commissioners is required to levy against the valuation of all taxable property existing on the assessment date within the various taxing districts; and,

WHEREAS, the various taxing authorities submit certifications requesting the Board of County Commissioners to levy the requisite taxes for all purposes required by law in the amount set forth in the respective resolution; and,

WHEREAS, the Board of County Commissioners has received the requests to levy taxes of the various taxing districts within the County of Adams; and,

WHEREAS, the County itself desires to levy a tax of 26.929 mills, which includes an abatement levy of 0.150 mills, upon each dollar of the total assessed valuation of all taxable property within the county; and,

WHEREAS, the County desires to establish the following separate funds for mill levy purposes and its corresponding mill levy for the calendar year commencing January 1, 2018:

General Fund	22.705
Road & Bridge Fund	1.300
Social Services Fund	2.353
Retirement Fund	0.314
Developmentally Disabled Fund	0.257
Total 2018 Mill Levy	<u>26.929</u>

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the above named funds and their corresponding mill levies are approved and established for the calendar year 2018.

BE IT FURTHER RESOLVED, that the levies and revenues for each fund as set forth in the County Commissioners' Certificate of Levies and Revenue, Adams County, Colorado for the year 2018 be and hereby are approved and a copy of Commissioners' Certification of Levies and Revenue is made a part hereof by reference and attached hereto and said taxes so levied and certified by the Board of County Commissioners and hereby and herewith certified to the County Assessor.

BE IT FURTHER RESOLVED, that the mill levies and revenue for the various taxing districts located within the County of Adams, State of Colorado, as set forth in the County Commissioners' Certification of Levies and Revenue, Adams County, Colorado, for the year 2018 a copy of which is hereby and herewith made a part hereof by reference, be and hereby is adopted and that a levy against the valuation of all taxable properties existing on the assessment date within the respective various taxing districts be and hereby is made and the same is certified to the County Assessor.

BE IT FURTHER RESOLVED, that the Board of County Commissioners of Adams County in certifying the mill levies of the above noted taxing districts is performing a ministerial and non-discretionary act to

comply with the requirements of Sections 39-1-111 and 39-5-128, C.R.S.; that the Board of County Commissioners has no authority to modify the mill levies so certified to it; and therefore, that the Board of County Commissioners assumes no liability or responsibility associated with any levy of any of the above noted taxing districts.

BE IT FURTHER RESOLVED that a copy of the County Commissioners' Certification of Levies and Revenue, certified to the Assessor, be mailed to the Division of Property Taxation, Division of Local Government, and Department of Education.



COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT

CASE NO.: RCU2017-00004

CASE NAME: TILEY ROOFING

TABLE OF CONTENTS

EXHIBIT 1 – BOCC Staff Report

- 1.1 BOCC Staff Report
- 1.2 BOCC Alternative Findings

EXHIBIT 2- Maps

- 2.1 Aerial Map
- 2.2 Zoning Map
- 2.3 Future Land Use Map
- 2.4 Simple Map

EXHIBIT 3- Applicant Information

- 3.1 Applicant Written Explanation
- 3.2 Applicant Site Plan
- 3.3 Approved Landscape Plan

EXHIBIT 4- Referral Comments

- 4.1 Referral Comments (CDOT)
- 4.2 Referral Comments (Regis University)
- 4.3 Referral Comments (Tri County)
- 4.4 Referral Comments (Xcel Energy)

EXHIBIT 5- Citizen Comments

- 5.1 Barry
- 5.2 Holloway
- 5.3 King

EXHIBIT 6- Associated Case Materials

- 6.1 Request for Comments
- 6.2 Public Hearing Notice / Revised Request for Comments
- 6.3 Newspaper Publication
- 6.4 Referral Agency Labels
- 6.5 Property Owner Labels
- 6.6 Certificate of Posting

Board of County Commission

December 12, 2017

CASE No.: RCU2017-00004	CASE NAME: Tiley Roofing
--------------------------------	---------------------------------

Owner's Name:	Kirk Tiley
Applicant's Name:	Michelle Cote
Applicant's Address:	5399 Federal Boulevard
Location of Request:	5399 & 5383 Federal Boulevard
Nature of Request:	Conditional Use Permit to allow a light industrial use in the Commercial-5 (C-5) zone district
Zone District:	Commercial-5 (C-5)
Site Size:	Approximately 1.15 acres
Proposed Uses:	Industrial (Roofing Company)
Existing Use:	Industrial (Roofing Company)
Hearing Date(s):	PC: October 26, 2017/ 6:00 pm
	BOCC: December 12, 2017/ 9:30 am
Report Date:	November 28, 2016
Case Manager:	Libbie Adams
Staff Recommendation:	APPROVAL with 8 Findings-of-Fact and 6 Conditions

BOCC UPDATE

On November 14, 2017, at the request of the applicant, the Board of County Commissioners approved a continuance of the case to their December 12, 2017 meeting. The applicant had requested the continuance of the case for personal reasons.

SUMMARY OF PREVIOUS APPLICATIONS

In January 2006, the Board of County Commissioners granted the applicant a conditional use permit (CUP) for five years to allow a light industrial use on the property. As part of the CUP approval, the applicant was required to enter into a development agreement with the County to address requirements of sidewalks and right-of-way on the property.

In September 2010, the Board of County Commissioners approved a renewal of the conditional use permit for an additional five years. As part of the approval, a condition was added on the property to require installation of a solid screen fence to screen outdoor storage uses on the

property, and also for the applicant to apply for a plat to combine two parcels utilized for the use into one. These conditions were never completed. A letter stating the CUP had expired was sent to the applicant in October 2016 as a result of the yearly conditional use permit audit conducted by the Community and Economic Development Department. Additionally, the County's Code Compliance Division of the Community and Economic Development Department is currently working with the applicant to resolve the outstanding unfulfilled conditions of approval.

SUMMARY OF APPLICATION

Background:

Kirk Tiley, the property owner, currently operates a roofing company (Tiley Roofing) on the subject properties located at 5399 and 5383 Federal Boulevard. Tiley Roofing uses the site for office, interior tool and machine storage, and outdoor storage. The office and interior storage are located on the northern property at 5399 Federal. The southern property, 5383 Federal, is used for outdoor storage. Currently, the property is zoned Commercial-5 (C-5). The applicant is requesting a conditional use permit to allow a light industrial use (i.e. general building contractors use) on the property to continue operation of the roofing business. Per Chapter 3 of the County's Development Standards, a general building contractors business, which falls in the light industrial uses category, is only permitted in the C-5 zone district through a conditional use permit. The applicant has previously received two conditional use permits to allow the existing operation on the property.

Development Standards and Regulations Requirements:

Section 2-02-08-06 of the County's Development Standards and Regulations outlines the criteria for approving a conditional use permit request, which includes compliance with the zone district and performance standards, addressing off-site impacts, the presence of adequate facilities and infrastructure, compatible with the surrounding neighborhood, and the use not detrimental to the neighborhood or future development of the area.

Per section 3-23-04-03 of the County's Development Standards and Regulations, a conditional use permit is required for use of a property for general building contractors business in the C-5 zone district. Per the County's Development Standards, the purpose of the C-5 zone district is to serve as a general retail and service district designed to provide the broadest scope of services and products for both the general and traveling public in an interstate and regional context. Permitted principal uses in the C-5 district include commercial retail, offices, restaurants, automotive repair, and commercial recreation/entertainment. The C-5 zone district allows up to 25% of the building area to be used for outdoor storage. Aerial images show more than 25% of the building area of the subject property is used for outdoor storage. Staff confirmed this information during a site visit as well. Additionally, the southern section of the two lots has no structures and is used entirely for outdoor storage, which is inconsistent with the County's Development Standards.

Performance standards for light industrial uses are outlined in Section 4-10-01 of the Development Standards and Regulations. Per the standards, outdoor storage is required to be screened from public right-of-ways by an eight-foot privacy fence. Currently, there is a chain link fence on the site separating parking areas from outdoor storage areas on the property. The existing fence does not conform to the standards for fencing required in the Development Standards for outdoor storage. Additionally, the applicant received administrative relief from landscaping requirements in 2006. The approved plan (See Exhibit 3.3) shows required landscape bufferyards along the western and southern property lines, however, there is currently no landscaping on the western and southern property lines. Adams County code compliance has cited the applicant for the lack of landscape bufferyards on the property.

The subject request does not meet the outlined performance standards and staff is recommending a temporary approval of the CUP for one year with certain recommended conditions. This recommendation is to provide the applicant adequate time to find a long term location that is more compatible for the use and has adequate space to meet all performance standards that may be required, such as screening and landscaping. Staff recommended conditions of approval include installation of privacy fencing to screen outdoor storage from the public right-of-way and restrictions on limiting outdoor storage areas on the property to 25% of the building area.

Future Land Use Designation/Comprehensive Plan:

The subject property is designated as Urban Residential in the County's Comprehensive Plan future land use map. Per Chapter 5 of the County's Comprehensive Plan, Urban Residential areas are designated for a variety of housing types at urban densities with adequate urban services and transportation facilities. Compatible uses such as neighborhood schools, community facilities, and limited commercial development are also permitted in the Urban Residential future land use designation. Restaurants and retail services are examples of intended commercial developments that would serve the needs of nearby residents, as well as creating a healthy community.

The subject property is also located in the Federal Boulevard Framework Plan. This plan was adopted in September of 2014 and outlines existing conditions and future opportunities stemming from the recently constructed Regional Transit District stations. It specifically calls for a pedestrian-oriented streetscape along Federal Boulevard that can accommodate multiple modes of transportation, particularly non-motorized transportation to help facilitate redevelopment along the corridor. More recently, the County completed its Southwest Adams County Making Connections Planning and Implementation Plan. This plan was adopted as an amendment to the County's 2012 Comprehensive Plan, and outlines policies and projects to be undertaken in Adams County. Specifically, the Making Connections Plan identifies the southwest portion of the County as having a high propensity for significant urbanization. The Making Connections Plan prioritizes projects that will encourage development and redevelopment. The plan identified the top 10 implementation-focused projects that position Southwest Adams County for the future. The subject site is located in one of the 10 recommended focused projects, the Federal Connection project, of the Making Connections Plan. The Federal Connection priority project calls for a strong pedestrian environment, buildings closer to the street, outdoor eating areas, and parking that does not dominate streetscape.

Although the subject request has operated through a conditional use permit for over 10 years, the purpose of a conditional use permit is to evaluate compatibility of the use over a period of time and its consistency with adopted land use plans and policies. The subject request is inconsistent with the current Comprehensive Plan, Federal Boulevard Framework Plan, and Making Connections Plan. The goals of these plans for the subject areas are for urban residential and neighborhood level commercial developments, and not for light industrial uses. Furthermore, continuing to allow an industrial use with outdoor storage and heavy truck traffic along a visible corridor, such as the location of the subject property, is inconsistent with the goals for improved development outlined in the Making Connections and Federal Boulevard Framework Plan.

Because the use is existing and has been operating for 11 years, there is a need to allow a transition period for the property owner to find a suitable relocation site. Therefore, it is staff determination that allowing continual use of the property for one year will provide the applicant adequate time to find a new site and relocate. Also, allowing the use for one additional year will not be detrimental to fulfilling the goals of the Urban Residential future land use designation, the Making Connections Plan, or the Federal Boulevard Framework Plan. As there is expected transitional period for those existing uses that are incompatible with the future land use to be relocated.

Site Characteristics:

Currently, the site is developed with an office building, storage building, outdoor storage, and parking areas. The property abuts West 54th Avenue to the north and Federal Boulevard to the east. The office, storage building and outdoor storage areas are located on the northern property at 5399 Federal. The southern property at 5383 Federal is only used for outdoor storage. There are three access points from the site onto West 54th Avenue and one access point onto Federal Boulevard. Only one of the access points on West 54th Avenue is permitted through the County. The access on Federal Boulevard is permitted through the Colorado Department of Transportation. There is a chain link fence on the site that separate parking areas from outdoor storage areas on the property. Existing landscaping on the site is mainly along West 54th Avenue.

Surrounding Zoning Designations and Existing Use Activity:

Northwest R-1-C Single Family	North C-5 Office/Warehouse	Northeast C-5 Service Garage
West C-5 Single Family	Subject Property C-5 Light Industrial	East C-5 Retail Store
Southwest R-2 Single Family	South C-5 Single Family	Southeast City and County of Denver Assisted Living Facility

Compatibility with the Surrounding Area:

The property is surrounded to the west and south by single-family homes. Commercial businesses make up a majority of the uses along Federal Boulevard, which abuts the property to the east. The existing building on the property that is used for office space has appearance of a single family home. However, the overall use of the property for light industrial including outdoor storage is incompatible with the goals of the urban residential future land use. During reviews of the request, a nearby resident commented about heavy truck traffic and noise associated with the business and its negative impacts to the neighborhood.

Images provided by the applicant and a staff site visit shows there are currently no adequate areas on the property to provide a landscape buffer to the surrounding residential properties. In addition, the continual use of the site for a light industrial is no longer harmonious with the adopted plans and goals for development of the area. The intensity of the use and associated truck traffic, noise, and limitations of providing landscape buffers further exacerbates incompatibility of the proposed use with goals of the future land use designation of urban residential. Further, with the commuter light-rail station located less than a mile from the subject site and Regis University located less than a half mile from the subject site, development of the property will be suited for uses that are consistent with the goals of the future land use plan, the Making Connections plan and the Federal Boulevard Framework plan.

PLANNING COMMISSION UPDATE

The Planning Commission (PC) considered this case on October 26, 2017 and unanimously recommended approval of the request. Several commissioners inquired about the lack of landscape buffering and screen fencing to screen the outdoor storage on the property, as required by previous conditional use permit approvals. The applicant informed the PC that the landscaping was installed several years ago but was not maintained. Commissioner Richardson informed both the PC and the applicant that in the County's regulations, landscaping is required to be maintained at all times. A number of the PC members discussed eliminating the condition requiring the landscaping with the assertion that the next person to develop the property will be required to install all required landscaping.

According to the applicant, screen fencing was never installed on the property to allow law enforcement to see into the property in the case of a break-in. While members of the PC understood the security concerns expressed by the applicant, they informed him that the County's regulations require installation of screen fencing for outdoor storage.

The PC discussed staff recommended expiration date and conditions of the CUP and decided to recommend approval for one year to allow the applicant to relocate the business. They also decided to eliminate staff's initial recommended condition requiring installation of landscaping with the premise that because of the limited one year approval, it is not feasible to impose such a condition on a use that is going to be relocated in a year. The PC also amended staff condition regarding outdoor storage. Staff had initially recommended a condition limiting the amount of outdoor storage on the site to 25% of the building area. However, the PC clarified the condition to only allow outdoor storage only on the property with an existing building, unless the applicant combines the two lots through a deed restriction. One neighboring property owner spoke in

opposition to the request and expressed impact of noise and debris emanating from the subject use.

Staff Recommendations:

Based upon the application, the criteria for approval for a conditional use permit, and a recent site visit, staff recommends Approval of this request for one year with 8 findings-of-fact and 6 conditions.

The recommendation for approval for one year is to allow the applicant ample time to relocate to an area in the County with land use designations that are appropriate for the use.

RECOMMENDED FINDINGS OF FACT

1. The conditional use is permitted in the applicable zone district.
2. For the interim, the conditional use is consistent with purposes of these standards and regulations.
3. For the interim, the conditional use will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
4. For the interim, the conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use provides the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection and roads are available and adequate to serve the needs of the conditional use as designed and proposed.

RECOMMENDED CONDITIONS OF APPROVAL

1. The conditional use permit shall expire on November 14, 2018.
2. The applicant shall be required to obtain access permits for all curb cuts (accesses) with the County right-of-way. The applicant is also required to obtain an access permit from the Colorado Department of Transportation, and provide a copy to Adams County, for the curb cut (access) on Federal Boulevard.

3. The curb cut on West 54th Avenue at the corner of West 54th Avenue and Federal Boulevard shall be removed no later than 30 days from approval of this conditional use permit, as location of the curb cut is hazardous to the traveling public.
4. A solid screen fence shall be provided to screen the outdoor storage from the public right-of-way.
5. Outdoor storage on the site shall be limited to a maximum area of 25% of the building area located at 5399 Federal Boulevard, unless the two parcels are combined through a deed restriction.
6. Deliveries, loading, and unloading shall be restricted to the hours of 7:00 a.m. to 10:00 p.m.

CITIZEN COMMENTS

Notifications Sent	Comments Received
95	2

All property owners within seven-hundred (700) feet of the property were notified of the subject request. As of writing this report, staff has received two responses from those property owners notified of the request. One property owner responded in support of the request stating the applicant always maintain the property in a clean an orderly manner. The other neighboring property owner is opposed to the request and is concerned with potential truck traffic and noise associated with operation of the business, as well operations of the use being incompatible with the surrounding area.

COUNTY AGENCY COMMENTS

Staff reviewed the application and had several concerns with the request. According to the engineering review comments, the northern parcel has three existing curb cuts for access onto West 54th Avenue. However, only one of the curb cuts has been permitted by the County. One of these curb cuts is located close to the intersection of West 54th Avenue and Federal Boulevard, which is a hazard to the traveling public. There were also outstanding unresolved requirements with the previous conditional use permit.

REFERRAL AGENCY COMMENTS

Responding with Concerns:

Regis University
Tri County Health Department

Responding without Concerns:

Colorado Department of Transportation
Xcel Energy

Notified but not Responding / Considered a Favorable Response:

Adams County Fire Protection District

Berkeley Neighborhood Association

Berkeley Water & Sanitation District

Colorado Department of Public Health and Environment – Air Quality

Colorado Department of Public Health and Environment – Water Quality

Century Link

Comcast

Hyland Hills Park and Recreation District

Metro Wastewater Reclamation

Regional Transportation District



Community & Economic Development Department

4430 South Adams County Parkway,
1st Floor, Suite W2000
Brighton, CO 80601-8205
PHONE 720.523.6800 FAX 720.523.6998

MEMORANDUM

To: Board of County Commissioners
From: Libbie Adams, Planner I
Subject: RCU2017-00004, Tiley Roofing
Date: November 14, 2017

ALTERNATIVE RECOMMENDED FINDINGS OF FACT

If the Planning Commission does not concur with the Staff recommendation of Approval, the following findings may be adopted as part of a recommendation of Denial with eight findings of fact and one condition:

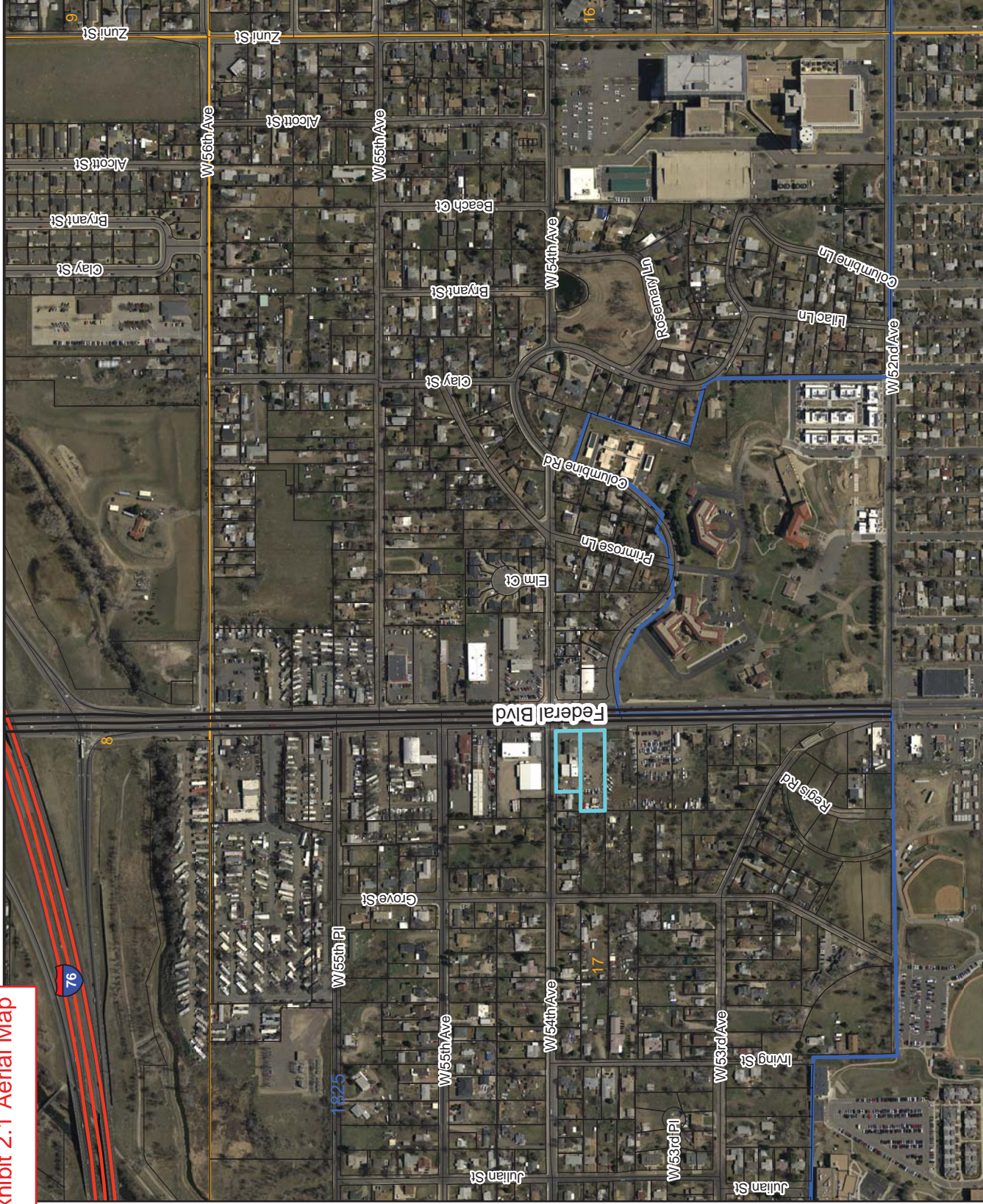
1. The conditional use is not permitted in the applicable zone district.
2. The conditional use is not consistent with the purposes of these standards and regulations.
3. The conditional does not comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
4. The conditional use is not compatible with the surrounding area, not harmonious with the character of the neighborhood, detrimental to the immediate area, detrimental to the future development of the area, and detrimental to the health, safety, or welfare of the inhabitants of the area of the County. In making this determination, the Planning Commission and the Board of County Commissioners shall find, at a minimum, that the conditional use results in excessive traffic generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, or inappropriate hours of operation.
5. The conditional use permit has not addressed all off-site impacts.
6. The site is not suitable for the conditional use including inadequate usable space, inadequate access, and the presence of environmental constraints.
7. The site plan for the proposed conditional use does not provided the most convenience and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.

8. Sewer, water, and storm water drainage, fire protection, police protection, and roads are not available or adequate to serve the needs of the conditional use as designed and proposed.

Condition of Denial:

1. Applicant shall vacate property by January 14, 2018, two months following denial from the Board of County Commissioners.

Exhibit 2.1 Aerial Map



LEGEND

- ★ Special Zoning Conditions
 - 3 Section Numbers
 - Railroad
 - Major Water
 - Zoning Line
 - Sections
- Zoning Districts**
- A-1
 - A-2
 - A-3
 - R-E
 - R-1-A
 - R-1-C
 - R-2
 - R-3
 - R-4
 - M-H
 - C-0
 - C-1
 - C-2
 - C-3
 - C-4
 - C-5
 - I-1
 - I-2
 - I-3
 - CO
 - PL
 - AV
 - DIA
 - P-U-D
 - P-U-D(P)
 - Airport Noise Overlay

ADAMS COUNTY
COLORADO

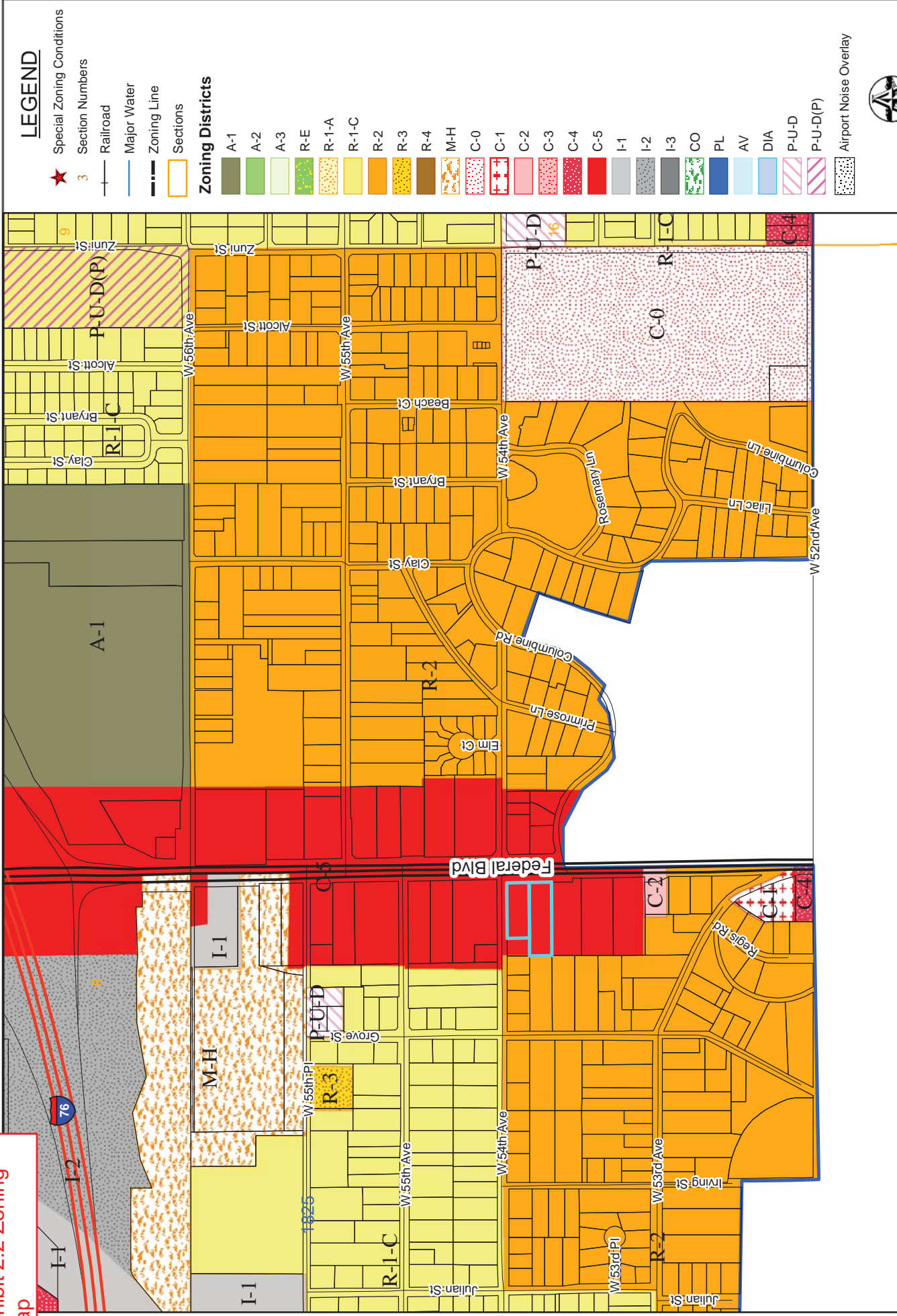
This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



Tiley Roofing Conditional Use Permit
RCU2017-00004

For display purposes only.

Exhibit 2.2 Zoning Map



LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Airport Noise Overlay

ADAMS COUNTY
COLORADO

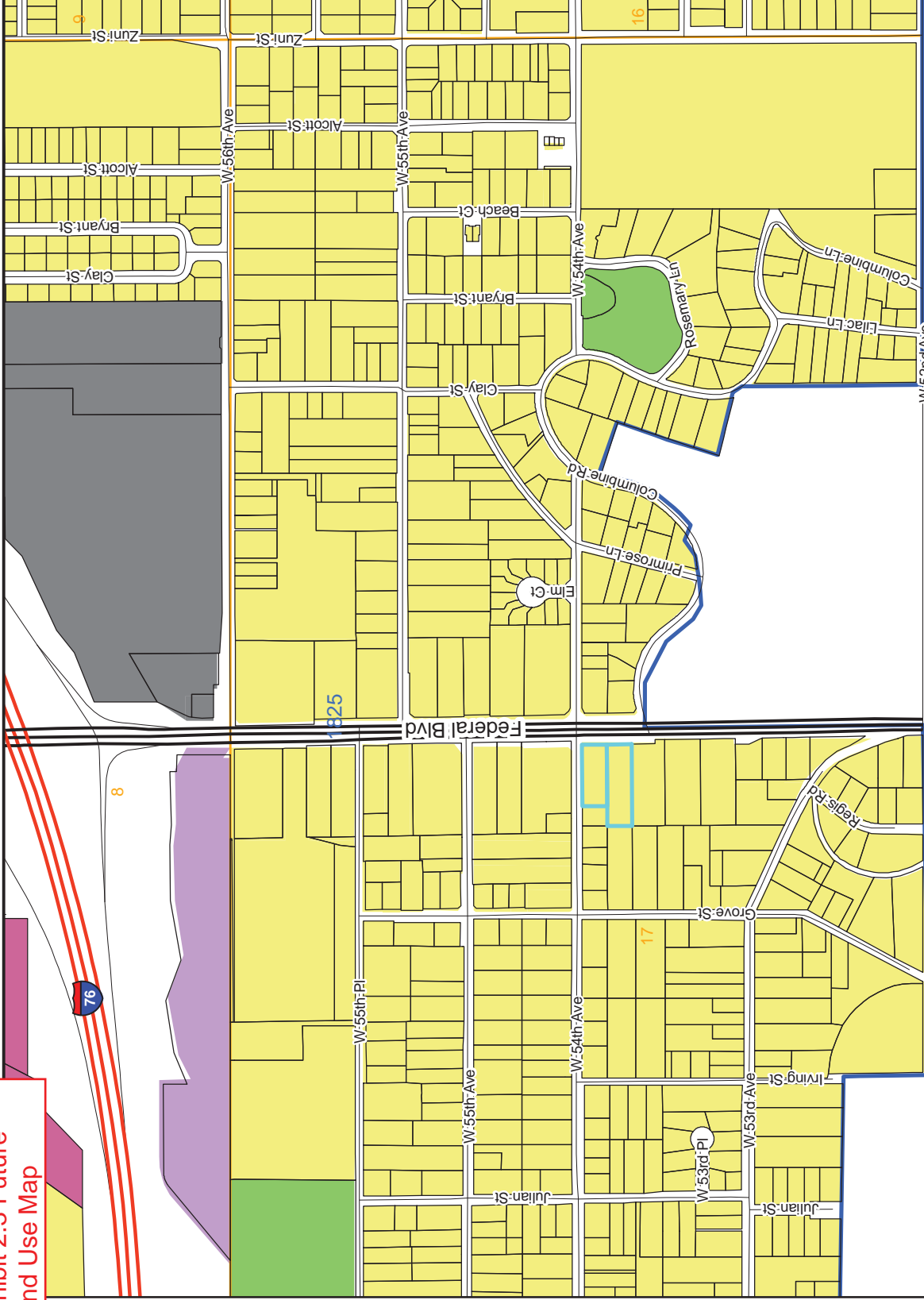
This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



Tiley Roofing Conditional Use Permit
RCU2017-00004

For display purposes only.

Exhibit 2.3 Future Land Use Map



Legend

Future Landuse

Residential

- Urban Residential
- Estate Residential

Mixed Use

- Local District Mixed Use
- Mixed Use Neighborhood
- Activity Center
- Mixed Use Employment

Commercial/Industrial

- Commercial
- Industrial

Other

- Agriculture
- DIA Reserve
- Parks and Open Space
- Public
- Municipal Area



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

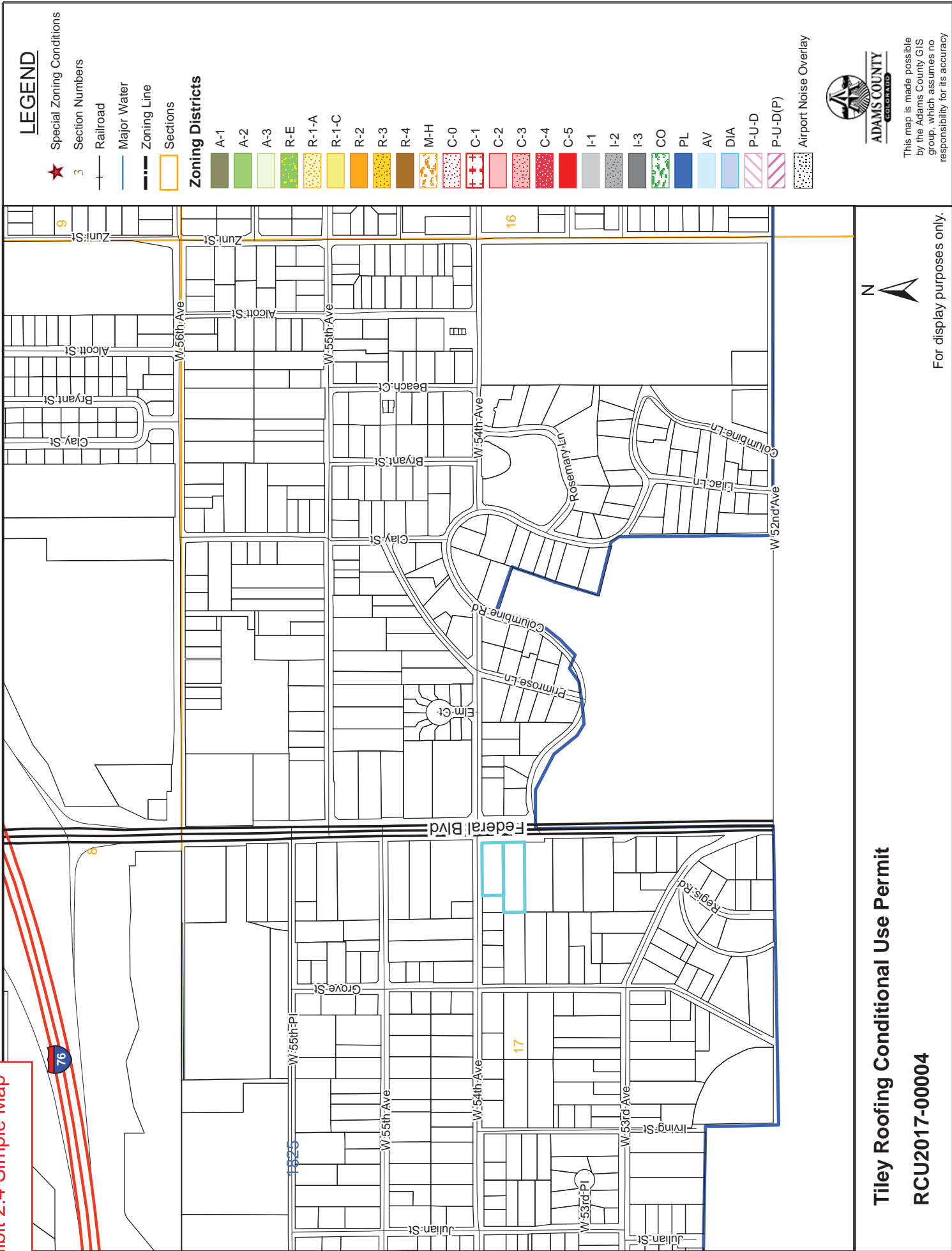


Tiley Roofing Conditional Use Permit

RCU2017-00004

For display purposes only.

Exhibit 2.4 Simple Map



Tiley Roofing Conditional Use Permit
RCU2017-00004

For display purposes only.

LEGEND

- ★ Special Zoning Conditions
 - 3 Section Numbers
 - Railroad
 - Major Water
 - Zoning Line
 - Sections
- Zoning Districts**
- A-1
 - A-2
 - A-3
 - R-E
 - R-1-A
 - R-1-C
 - R-2
 - R-3
 - R-4
 - M-H
 - C-0
 - C-1
 - C-2
 - C-3
 - C-4
 - C-5
 - I-1
 - I-2
 - I-3
 - CO
 - PL
 - AV
 - DIA
 - P-U-D
 - P-U-D(P)
 - Airport Noise Overlay

ADAMS COUNTY
 COLORADO

This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy.



January 20, 2017

Adams County
DEPT of Planning and Development
4430 SO Adams Pkwy., 1st Floor, Ste. W2000
Brighton, CO 80601-8204

RE: CONDITIONAL USE PERMIT RCU2010-00017

This is in reference to the building known as 5399 Federal Blvd. and the adjoining lot known as 5383 Federal Blvd., Adams County, CO. The Conditional Use Permit for C-5 zoning for Tiley Roofing was approved and issued in September of 2010 for light industrial use for our roofing company that needs to be renewed.

tiley ROOFING
5399 Federal Blvd.
Denver, CO 80221
o: 303-426-7370 ext. 701
f: 303-426-0312
michelle@tileyROOFING.com

The Request: The current zoning for C-5 light industrial use was previously granted. We are requesting the Conditional Use Permit (Case RCU2010-000017) be renewed. The use of property includes our offices, interior tool and material storage, exterior storage of the dumpster, and vehicle storage at night. The additional warehouse houses our metal machine for bending sheet metal flashing. We provide various types of residential and commercial roof services at various jobsite locations throughout the state.

This will be a compatible use consistent with the neighborhood. Our use parallels the previous use of the property by a landscaping company. Our business has proven to be a valuable asset to the community as we have serviced several residential and commercial roofs within close proximity to our location.

Please feel free to call should you have questions or need additional information.

Thank you,

Michelle Cote, CFO/VP
tiley ROOFING
5399 Federal Blvd.
Denver, CO 80221
Direct: 303-225-4258

FEDERAL BOULEVARD

RESIDENCE

ASPHALT PARKING LOT

TWO STORY
CINDERBLOCK
OFFICE

GATE

POLE MOUNTED
TRANSFORMER

GRAVEL LOT

CONCRETE
PARKING AREA

ONE STORY
CINDERBLOCK
WORKSHOP

CONCRETE PAD

ONE STORY
CINDERBLOCK
REPAIR SHOP

W. 54TH AVE.

GATE

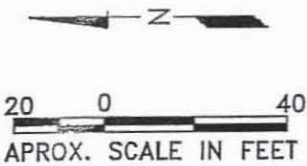
12" IRRIGATION WELL

RESIDENCE

FIREWORKS STORE

WAREHOUSE

RESIDENCES



**PALMETTO ENVIRONMENTAL
GROUP**

899 DECATUR STREET
DENVER, COLORADO 80204

FIGURE 2
SITE MAP

5399-5385 FEDERAL BLVD.
DENVER, COLORADO

Exhibit 3.2 Applicant
Site Plan

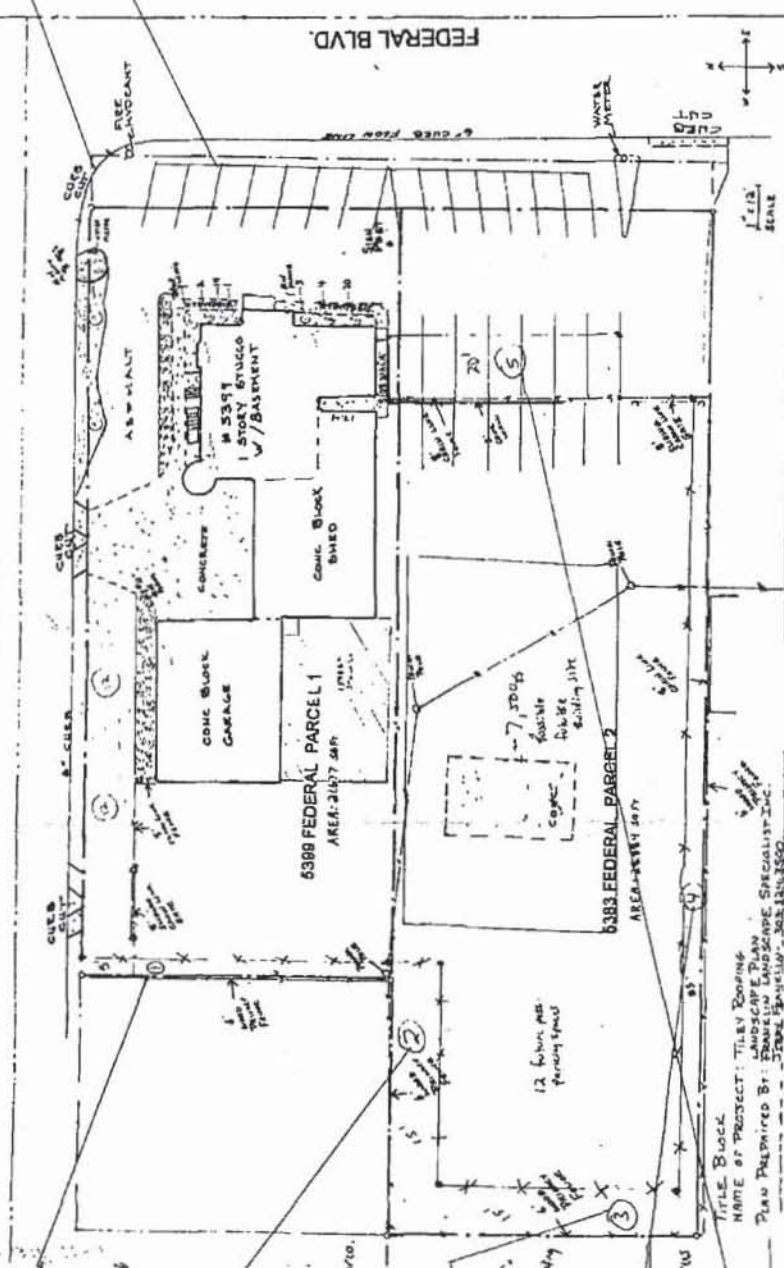
ION

APPROVED

BY **ST** DATE **11/8/06**
 440 ADDRESS **5399 Federal**
 PERMIT NO. **REU005-0092**
022457-029657

W 54TH AVE.

NC 6155
 Continuous
 parking strip.



- Area 1: 95' x 5' = 475 sq ft
 Living landscaping @ 2 trees 40' on center. Wood fence shall be located behind landscape area.
- Area 2: 70' x 15' = 1050 sq ft
 Living landscaping @ 2 trees 35' on center. Wood fence shall be located behind landscape area.
- Area 3: 75' x 15' = 1,125 sq ft
 Living landscaping @ 2 trees 35' on center. Wood fence shall be located behind landscape area.
- Area 4: 250' x 5' = 1,250 sq ft
 Living landscaping @ 3 trees 80' on center.
- Area 5: 70' x 20' = 1,400 sq ft
 Living landscaping @ 2 trees and 4 shrubs. Parking shall be located to rear of chain link fence.

TITLE: **Block**
 NAME OF PROJECT: **TILEY ZOOING LANDSCAPE PLAN**
 PLAN PREPARED BY: **FRANKLIN LANDSCAPE SPECIALISTS, INC.**

NO.	DATE	DESCRIPTION	BY	REVISIONS	DATE	BY
1		PRELIMINARY				
2		REVISED				
3		REVISED				
4		REVISED				
5		REVISED				
6		REVISED				
7		REVISED				
8		REVISED				
9		REVISED				
10		REVISED				
11		REVISED				
12		REVISED				
13		REVISED				
14		REVISED				
15		REVISED				
16		REVISED				
17		REVISED				
18		REVISED				
19		REVISED				
20		REVISED				
21		REVISED				
22		REVISED				
23		REVISED				
24		REVISED				
25		REVISED				
26		REVISED				
27		REVISED				
28		REVISED				
29		REVISED				
30		REVISED				
31		REVISED				
32		REVISED				
33		REVISED				
34		REVISED				
35		REVISED				
36		REVISED				
37		REVISED				
38		REVISED				
39		REVISED				
40		REVISED				
41		REVISED				
42		REVISED				
43		REVISED				
44		REVISED				
45		REVISED				
46		REVISED				
47		REVISED				
48		REVISED				
49		REVISED				
50		REVISED				
51		REVISED				
52		REVISED				
53		REVISED				
54		REVISED				
55		REVISED				
56		REVISED				
57		REVISED				
58		REVISED				
59		REVISED				
60		REVISED				
61		REVISED				
62		REVISED				
63		REVISED				
64		REVISED				
65		REVISED				
66		REVISED				
67		REVISED				
68		REVISED				
69		REVISED				
70		REVISED				
71		REVISED				
72		REVISED				
73		REVISED				
74		REVISED				
75		REVISED				
76		REVISED				
77		REVISED				
78		REVISED				
79		REVISED				
80		REVISED				
81		REVISED				
82		REVISED				
83		REVISED				
84		REVISED				
85		REVISED				
86		REVISED				
87		REVISED				
88		REVISED				
89		REVISED				
90		REVISED				
91		REVISED				
92		REVISED				
93		REVISED				
94		REVISED				
95		REVISED				
96		REVISED				
97		REVISED				
98		REVISED				
99		REVISED				
100		REVISED				

**Exhibit 4.1 Referral
Comments (CDOT)**

From: [Loeffler - CDOT, Steven](#)
To: [Libbie Adams](#)
Subject: RCU2017-00004, Tiley Roofing Conditional Use Permit
Date: Tuesday, February 21, 2017 9:55:38 AM

Libbie,

I have reviewed the submittal named above for a renewal of a CUP to allow a light industrial use in the C-5 zone district and have no objections.

Thank you for the opportunity to review this referral.

Steve Loeffler
Permits Unit



P 303.757.9891 | F 303.757.9886
2000 S Holly Street, Denver, CO 80222
steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org

**Exhibit 4.2 Referral
Comments (Regis)**

From: [Scherer, Susan A.](#)
To: [Libbie Adams](#)
Cc: [Redmond, Michael](#); [Grey, Jeannette](#)
Subject: Request for Comments for Tiley Roofing Conditional Use Permit
Date: Thursday, February 09, 2017 9:04:22 AM
Attachments: [image001.png](#)

Dear Libbie,

Thank you for sending the request for Comments for Tiley Roofing Permit to Regis University, though Mike Redmond, our Physical Plant Director. In my new role at Regis University, as Associate VP for Community Collaboration, I've been asked to make some specific comments about this request. (Case #RCU2017-00004)

Regis University is interested in improving pedestrian access along the Federal Blvd corridor including the area of this property. Likewise, a grant funded project called Invest Health, seeks to align efforts along this Federal Blvd stretch to improve accessibility to transit. The Invest Health team includes Adams county Long Range Strategic planning (including Abel Montoya and Rachel Bacon), as well as Tri-county Health department, Mile High Connects and the City of Westminster.

On behalf of Regis University and the Invest Health team, we would ask that if this permit is renewed, it would include a requirement to have a up to date and/or wider sidewalk in front of the business and to include a curb cut that meets your ADA standards.

We hope that by including these requirements in the permit renewal process, it will facilitate the development of a complete sidewalk network that is accessible to all.

If there are additional questions or feedback, don't hesitate to contact me.

Best,

Initial email

Attached is the Request for Comments for the Tiley Roofing Company Conditional Use Permit (Case #RCU2017-00004). The applicant is requesting a renewal of a previous Conditional Use Permit to allow industrial uses (roofing company) in the commercial zone district. The subject site is located at 5399 and 5383 Federal Boulevard. Please email me any comments you may have by **Thursday, March 2, 2017** so that your comments may be considered in the review and recommendation of this case.

Feel free to contact me if you have any questions or require more information about this case.

Thanks,
Libbie Adams

Sue Scherer, PhD, PT

Associate Vice President | Community Collaboration

3333 Regis Blvd., Denver, CO 80221

P 303.964.5252 | **E** sscherer@regis.edu | REGIS.EDU





March 2, 2017

Libbie Adams
Adams County Department of Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: Tiley Roofing Company, RCU2017-00004, 5399 and 5383 Federal Blvd.
TCHD Case No. 4264

Dear Ms. Adams,

Thank you for the opportunity to review and comment on the Conditional Use Permit renewal for a roofing business located at 5399 and 5383 Federal Boulevard. Tri-County Health Department (TCHD) staff reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design, and has the following comments.

The area along Federal Boulevard where the project is located lacks adequate pedestrian infrastructure and suffers from high rates of vehicle crashes and crashes leading to pedestrian injuries. This property does not have a sidewalk and is therefore contributing to the unsafe pedestrian environment. We urge the County to keep the safety of the pedestrian environment in mind during the review of applications in this area.

Vector Control - Storage

Rodents such as mice and rats carry diseases which can be spread to humans through contact with rodents, rodent feces, urine, or saliva, or through rodent bites. Items stored on the ground, tightly packed, and rarely moved provide potential harborage for rodents. Due to the variety of items to be potentially stored at this site, TCHD recommends that the applicant create a plan for regular pest control. Information on rodent control can be found at <http://www.tchd.org/400/Rodent-Control>

Pollution Prevention

Parked vehicles have the potential to leak fluids such as fuels, antifreeze, brake fluids, and cleaning agents. For the safety of site workers and the public, we recommend that the applicant adopt any of the following practices that are not already in place:

Inspect each vehicle for potential leaks. The inspection should be conducted over an impervious area, e.g., a concrete slab with curbs, where spills and leaks will be contained and will not infiltrate into the ground. In addition, drip pans should be placed under leaking vehicles, and absorbents should be on hand to clean up fluid leaks or spills that might occur.

- 1) Develop a spill response plan to promptly repair any detected leaks. If a leak cannot be repaired, completely drain all fluid(s) from the vehicle before placing it in storage.
- 2) Develop a plan to recover and either recycle or properly dispose of waste automotive fluids and cleaning agents. Waste fluid management should include the following:
 - a) Collection and recycling of waste petroleum-based products including used oil, transmission and brake fluids, and radiator coolants;
 - b) Placement of these fluids in Department of Transportation (DOT) approved waste receptacles;
 - c) Disposal of all waste fluids in accordance with applicable federal, state and local regulations;
 - d) Place absorbents and rags used to clean up spills in DOT approved receptacles, store them so as to prevent fire hazards, and dispose of them regularly in accordance with applicable federal, state and local regulations.

Please feel free to contact me at 720-200-1575 or kboyer@tchd.org if you have any questions on TCHD's comments.

Sincerely,



Kathy Boyer, REHS
Environmental Health Specialist III

cc: Sheila Lynch, Monte Deatrich, TCHD



Right of Way & Permits
1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

February 28, 2017

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Libbie Adams

Re: Tiley Roofing Conditional Use Permit, Case # RCU2017-00004

Public Service Company of Colorado's Right of Way & Permits Referral Desk has reviewed the documentation for the conditional use permit renewal for **Tiley Roofing** and has **no apparent conflict**.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado

Exhibit 5.1 Barry

From: [Becky Barry](#)
To: [Libbie Adams](#)
Subject: Tiley Roofing
Date: Friday, February 10, 2017 8:54:54 AM

Hi,

This is a clean, neighbor friendly business. They maintain a clean property and are diligent in keeping appearances very nicely.

We have no issue with the renewal of this Conditional Use Permit.

Thank you,
Becky and George Barry

February 27, 2017

To: Libbie Adams, Case Manager

Re: Tiley Roofing Use Permit

Back when Tiley Roofing first got their use permit they were only doing flat roofing with rubber liners and 4 x 4 foam panels, which was somewhat quite. Now it's like living in a construction site or a scrap yard. There is noise from the dump trucks, forklifts and other vehicles back up beepers, dropping scrap metal and picking up and dumping with forklifts. Tiley Roofing had to have a turn lane off Federal Blvd. to access their property. Now that Adam's County put islands in on Federal Blvd. we get trucks, busses, semi's, dump trucks, tractors driving into our neighborhood and into our driveways so they can turn around and go back south.

This company has outgrown 5383 Federal Blvd. They have material pushed up against the fence at the back of my property and is pushing it over. I had to prop it up so it doesn't fall. The constant beeping and the noise of the trucks idling and moving around to get in the right spot for loading and unloading and then you get air brakes; this is my life every day. I don't think you would want this in your neighborhood. Back 32 years ago this was a nice quiet neighborhood it was not industrial or light industrial. I bought 5380 Grove St. 17 years ago, it was quiet then and I got 5350 Grove St. 3 years ago. These are rental properties of mine and it is getting harder to rent because of the constant noise coming from the vehicles at Tiley Roofing and the increased traffic of large vehicles coming through the neighborhood and turning around. These potential renters walk away and it is all due to the increase noise and traffic from Tiley Roofing, which needs to relocate there business to a non residential area.

Tiley Roofing has no benefit to this residential neighborhood. A business that has to have forklifts, cranes and tractors to move its materials is not considered light industrial it is industrial. They need to find that industrial site where they don't have to apply for a use permit. I would like to go in my yard and enjoy it without, beepers, dust, grinders, tractors, forklifts, cranes and dump trucks. I am requesting Tiley Roofing move and stop devaluing my properties. Thank you for your time with this matter.

Sincerely,

Glenn Holloway



Exhibit 5.3 King

From: [maggie king](#)
To: [Libbie Adams](#)
Subject: Case Number RCU2017-00004
Date: Friday, October 06, 2017 2:19:38 PM

Hi Libbie,

Received a notice regarding the above case and I'm wondering what else they are doing at those addresses, specifically at 5383 Federal? Since they back up to our neighborhood many of us are interested. I know that they have an office building and storage lot at 5399 Federal and it is a fairly respectable looking building however they create a lot of congestion at the light there at 54th and Federal from time to time. Would appreciate any information you could share. Thanking you in advance, Maggie King

Oh, also, do you happen to know if Chris LaRue is still managing the case at 3075 West 53rd Avenue (sorry don't have case number). Thanks again.

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

Request for Comments

Case Name: Tile Roofing Conditional Use Permit
Project Number: RCU2017-00004

February 6, 2017

Adams County Community and Economic Development Department is requesting comments on the following request:

Requesting a Conditional Use Permit to allow a light industrial use -roofing company- in the Commercial-5 zone district.

This request is located at 5399 and 5383 Federal Blvd

The Assessor's Parcel Numbers are 0182517208021 and 0182517208020

Legal Descriptions:

SUB: BERKELEY GARDENS NUMBER TWO DESC: PLOT 35 EXC W 75 FT AND EXC E 15 FT
SUB: BERKELEY GARDENS NUMBER TWO DESC: PLOT 36 EXC E 15 FT

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 by **Thursday, March 2, 2017** so that your comments may be taken into consideration in the review of this case. Please send your response by way of e-mail to LAdams@adcogov.org.

Thank you for your review of this case.

Libbie Adams
Case Manager



Revised Request for Comments/ Public Hearing Notification

Case Name:	Tiley Roofing
Case Number:	RCU2017-00004
Planning Commission Hearing Date:	10/26/2017 at 6:00 p.m.
Board of County Commissioners Hearing Date:	11/14/2017 at 9:30 a.m.

October 2, 2017

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request:

Requesting a Conditional Use Permit to allow a light industrial use (roofing company) in the Commercial-5 zone district.

This request is located at **5399 and 5383 Federal Boulevard**

The Assessor's Parcel Numbers are **0182517208021 and 0182517208020**

Legal Descriptions:

SUB: BERKELEY GARDENS NUMBER TWO DESC: PLOT 35 EXC W 75 FT and EXC 15 FT

SUB: BERKELEY GARDENS NUMBER TWO DESC: PLOT 36 EXC E 15 FT

Applicant Information: **TILEY ROOFING (MICHELLE COTE)**
5399 Federal Boulevard
Denver, CO

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at 720-523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date. For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S. Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Libbie Adams, AICP
Case Manager

To: Sheree Sandell
Dept: Westminster Window / Northglenn Thornton Sentinel
From: Shayla Christenson
Date: October 2, 2017

NOTICE OF PUBLIC HEARING FOR LANDUSE

NOTICE IS HEREBY GIVEN, that an application has been filed by, MICHELLE COTE, Case #RCU2017-00004, requesting: Conditional Use Permit to allow a light industrial use (roofing company) in the Commercial-5 zone district:

LEGAL DESCRIPTION:

SUB: BERKELEY GARDENS NUMBER TWO PLOT 35 EXC W 75 FT AND EXC E 15 FT
SUB: BERKELEY GARDENS NUMBER 2 DESC: PLOT 36 EXC E 15 FT

(The above legal description was provided by the applicant and Adams County is not responsible for any errors and omissions that may be contained herein and assumes no liability associated with the use or misuse of this legal description.)

APPROXIMATE LOCATION: 5399 and 5383 Federal Boulevard
PIN: 0182517208021 and 0182517208020

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Adams County Planning Commission in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO - 1st Floor, on the 10/26/2017, at the hour of 6:00 p.m., where and when any person may appear and be heard and a recommendation on this application will be forwarded to the Board of County Commissioners.

NOTICE IS FURTHER GIVEN, that a public hearing will be held by the Adams County Board of County Commissioners in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO - 1st Floor, on the 11/14/2017, at the hour of 9:30 a.m., to consider the above request where and when any person may appear and be heard.

For further information regarding this case, please contact Libbie Adams at the Department of Community and Economic Development, 4430 S. Adams County Pkwy, Brighton, CO 80601, 720.523.6855. This is also the location where the maps and/or text certified by the Planning Commission may be viewed.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS
ERIN BRIM CLERK OF THE BOARD

TO BE PUBLISHED IN THE [October 12, 2017](#) ISSUE OF THE Westminster Window / Northglenn Thornton Sentinel

Please reply to this message by email to confirm receipt or call 720-523-6800



Referral Listing
Case Number RCU2017-00004
Tiley Roofing Inc

Agency

Contact Information

Adams County Development Services - Building

Justin Blair
4430 S Adams County Pkwy
Brighton CO 80601
720-523-6825
JBlair@adcogov.org

Adams County Fire Protection District

Marshall Fire
8055 N. WASHINGTON ST.
DENVER CO 80229
(303) 289-4683
gpreston@acfpd.org

BERKELEY NEIGHBORHOOD ASSOC.

GLORIA RUDDEN
4420 W 52ND PL.
DENVER CO 80212
(303) 433-7653 (303) 477-9669
seminoegrandma@gmail.com

BERKELEY WATER & SAN DISTRICT

SHARON WHITEHAIR
4455 W 58TH AVE UNIT A
ARVADA CO 80002
(303) 477-1914
berkeleywater@gmail.com

CDPHE - AIR QUALITY

JAMES A. DILEO
4300 CHERRY CREEK DRIVE SOUTH
DENVER CO 80246-1530
303-692-3127
jim.dileo@state.co.us

CDPHE - WATER QUALITY PROTECTION SECT

Patrick Pfaltzgraff
4300 CHERRY CREEK DRIVE SOUTH
WQCD-B2
DENVER CO 80246-1530
303-692-3509
patrick.j.pfaltzgraff@state.co.us

Century Link, Inc

Brandyn Wiedreich
5325 Zuni St, Rm 728
Denver CO 80221
720-508-3724 720-245-0029
brandyn.wiedrich@centurylink.com

Code Compliance Supervisor

Eric Guenther
eguenther@adcogov.org
720-523-6856
eguenther@adcogov.org

Agency

Contact Information

COLORADO DEPT OF TRANSPORTATION

Steve Loeffler
2000 S. Holly St.
Region 1
Denver CO 80222
303-757-9891
steven.loeffler@state.co.us

COMCAST

JOE LOWE
8490 N UMITILLA ST
FEDERAL HEIGHTS CO 80260
303-603-5039
thomas_lowe@cable.comcast.com

Engineering Department - ROW

Transportation Department
PWE - ROW
303.453.8787

Engineering Division

Transportation Department
PWE
6875

ENVIRONMENTAL ANALYST

Jen Rutter
PLN
6841

Hyland Hills Park & Recreation District

Terry Barnhart
8801 Pecos St
Denver CO 80260
303-650-7507 303-650-7507
tbarnhart@hylandhills.org

METRO WASTEWATER RECLAMATION

CRAIG SIMMONDS
6450 YORK ST.
DENVER CO 80229
303-286-3338
CSIMMONDS@MWRD.DST.CO.US

NS - Code Compliance

Andy San Nicolas
asannicolas@adcogov.org
720.523.6831
asannicolas@adcogov.org

Parks and Open Space Department

Nathan Mosley
mpedrucci@adcogov.org
aclark@adcogov.org
(303) 637-8000
nmosley@adcogov.org

REGIONAL TRANSPORTATION DIST.

CHRIS QUINN
1560 BROADWAY SUITE 700
DENVER CO 80202
303-299-2439
chris.quinn@rtd-denver.com

TRI-COUNTY HEALTH DEPARTMENT

MONTE DEATRICH
4201 E. 72ND AVENUE SUITE D
COMMERCE CITY CO 80022
(303) 288-6816
mdeatrich@tchd.org

Agency

Contact Information

TRI-COUNTY HEALTH DEPARTMENT

Sheila Lynch
6162 S WILLOW DR, SUITE 100
GREENWOOD VILLAGE CO 80111
720-200-1571
landuse@tchd.org

Tri-County Health: Mail CHECK to Sheila Lynch

Tri-County Health
landuse@tchd.org
.

Xcel Energy

Donna George
1123 W 3rd Ave
DENVER CO 80223
303-571-3306
Donna.L.George@xcelenergy.com

Xcel Energy

Donna George
1123 W 3rd Ave
DENVER CO 80223
303-571-3306
Donna.L.George@xcelenergy.com

City and County of Denver

developmentservices@denvergov.org

Regis University

president@regis.edu

ehollis@regis.edu

Exhibit 6.5 Property
Owner Labels

ALKASS SANA
PO BOX 12676
DENVER CO 80212

BUCKINGHAM MARK M AND
BUCKINGHAM TRACI J
6359 S VAN GORDON ST
LITTLETON CO 80127

ARREDONDO ABEL
5510 GROVE STREET
DENVER CO 80221

BUENO DANIEL AND BUENO KUMEI
11476 FOWLER DRIVE
NORTHGLENN CO 80233

ARRIETA ESTHER E
2891 COLUMBINE RD
DENVER CO 80221-1281

BUSCARELLO DANIEL
2871 COLUMBINE RD
DENVER CO 80221-1281

BARRY BECKY A AND
BARRY GEORGE E
3165 W 55TH AVE
DENVER CO 80221-6519

CAMPOS AGUSTIN JR
729 S CANOSA CT
DENVER CO 80219-3548

BELEGRATIS TASOS
3145 W 53RD AVE
DENVER CO 80221-6565

CARLSON TRACY L
5331 PRIMROSE LN
DENVER CO 80221-1252

BIGGERSTAFF RONALD G AND
BIGGERSTAFF KATHRYN M
9740 W 82ND PL
ARVADA CO 80005-2122

CASE DIANE AND
FRANKMORE BILL
7059 RUSSELL CT
ARVADA CO 80007-7680

BILES MARY
16016 BRUNO ST
FORT LUPTON CO 80621-7702

CHALMERS BETTY M AND
CHALMERS JOHN M
3085 W 53RD AVE
DENVER CO 80221-6563

BILLS ROBERT S
5342 IRVING ST
DENVER CO 80221-6553

CHOBOT JOANNA K
2610 S ZURICH CT
DENVER CO 80219-5656

BROWN SARAH G
3095 W 55TH AVE
DENVER CO 80221-6517

CRAFT ASHLEY RENEE AND
GRAYSON NORGAARD FRANCIS
3241 W 54TH AVE
DENVER CO 80221-6591

BTS FEDERAL AA LLC
8480 E ORCHARD RD STE 4350
GREENWOOD VILLAGE CO 80111-5042

DAY AELANA
3110 W 55TH AVE
DENVER CO 80221-6520

DE LEON JESUS AND
DE LEON SANDRA V
3656 FEDERAL BLVD
DENVER CO 80211

FUKUI BRAD
7415 S ALKIRE ST APT 202
LITTLETON CO 80127-3276

DECHANT ZACHEUS R AND
DECHANT DIXIE D
2901 COLUMBINE RD
DENVER CO 80221-1260

GERK GEORGE EUGENE LIVING TRUST
5320 GROVE ST
DENVER CO 80221-6544

DEVER PATRICK M AND
DEVER CAROLYN J
3245 W 54TH AVE
DENVER CO 80221-6591

GERK JEROME M
3075 W 53RD AVE
DENVER CO 80221-6563

ELEY GORDON E AND
ELEY JUDY B
3185 W 53RD AVE
DENVER CO 80221-6565

HERMOSA VETERINARY
CLINIC P C
5495 FEDERAL BLVD
DENVER CO 80221-6539

ELIO JAMES M
3140 W 53RD AVE
DENVER CO 80221-6564

HERNANDEZ VINCE A
5470 GROVE ST
DENVER CO 80221-6546

ESCOBAR LAILA G
3246 W 54TH AVE
DENVER CO 80221-6504

HOFFIUS GREGORY S
2934 W 54TH AVE
DENVER CO 80221-1608

FAIRBAIRN LUKE AND
CANIZARES PAULINA RODRIGUEZ
5445 ELM CT
WESTMINSTER CO 80221

HOLLOWAY GLENN
5370 GROVE ST
DENVER CO 80221-6544

FED53 LLC
3535 LARIMER ST
DENVER CO 80205-2421

HOLLOWAY GLENN
5350 GROVE ST
DENVER CO 80221

FELDSTEIN ENTERPRISES LP
PO BOX 2079
FOLSOM CA 95763-2079

HOLLOWAY GLENN R
5370 GROVE ST
DENVER CO 80221-6544

FEY JERI C AND
FEY MARTIN C
3070 W 53RD AVE
DENVER CO 80221-6562

HURTADO LEE ROY
3075 W 55TH AVE
DENVER CO 80221-6517

J AND J FINANCIAL LLC
11839 E FAIR AVE
GREENWOOD VILLAGE CO 80111-5716

MAGANA CLYDA AND MAGANA REBECCA
3060 W 54TH AVE
DENVER CO 80221

JOHANNES JEFFREY
5395 GROVE ST
DENVER CO 80221-6543

MANJAEKANG INC
5450 FEDERAL BLVD
DENVER CO 80221-6540

JOHNSON DANIEL STEVEN AND
YANG BOWEN
5411 ELM CT
DENVER CO 80221-1629

MC LEOD KATHERINE ANN AKA KATHERINE A
1054 MCINTOSH AVE
BROOMFIELD CO 80020-2434

JOHNSON MARLENE P AND
PYOTT JODY L
5406 GROVE ST
DENVER CO 80221-6546

MILLER LORI
2882 S EMERSON ST
ENGLEWOOD CO 80113-1738

KELLOW LEILA H
C/O KRISTIN CANALE
8100 RALSTON RD SUITE 130
ARVADA CO 80002

MOYLAN THOMAS M AND
MOAYEDI MANUELA
3246 W 53RD AVE
DENVER CO 80221

KING MAYNARD E AND
MC GAW-KING MARGARET
3082 W 53RD AVE
DENVER CO 80221-6562

NGUYEN THO DINH AND
NGUYEN HOA TRAN
6439 S WALDEN WAY
AURORA CO 80016-1151

LARATTA ALAN AND
LARATTA TRACY
3251 W 53RD AVE
DENVER CO 80221-6596

OLD TOWN PARTNERS LLC
1792 WYNKOOP ST APT 507
DENVER CO 80202-1075

LEDEZMA IRMA
5490 GROVE STREET
DENVER CO 80221

ORR BRANDON
3080 W 54TH AVE
DENVER CO 80221

LOWELL REAL ESTATE LLC
3333 REGIS BLVD A-20
DENVER CO 80221-1099

PALMQUIST JO
6218 W 80TH PL
ARVADA CO 80003-1701

MADRID MARIA
2942 W 55TH AVE
DENVER CO 80221

PASSTIME COLORADO PROPERTIES LLC
3095 KERNER BLVD STE O
SAN RAFAEL CA 94901-5420

PATTON JACQUELINE DIANE
5330 GROVE STREET
DENVER CO 80221

ROZALES VICTORIA REBECCA AND
SCARPELLA DEBRA ANN
3076 W 54TH AVE
DENVER CO 80221

PLUE ERNEST E AND
PLUE MARTHA M
5381 PRIMROSE LN
DENVER CO 80221-1252

ROZALES VICTORIA REBECCA AND
SCARPELLA DEBRA ANN
3076 W 54TH AVE
DENVER CO 80221-6502

PLUE MARTHA AND
PLUE ERNEST
5361 PRIMROSE LN
DENVER CO 80221-1252

SCARPELLA DEBRA AND
ROZALES VICTORIA
3076 W 54TH AVE
DENVER CO 80221-6502

PLUMLEY BYRON L JR AND
WHITESIDE SHIRLEY S
2922 W 55TH AVE
DENVER CO 80221-1620

SHUNK CARL A AND
SHUNK JUNG
5477 GROVE ST
DENVER CO 80216

POPE RUSSELL J
3240 W 54TH AVE
DENVER CO 80221-6504

SILVA LUZ M DIMATE
5421 ELM CT
DENVER CO 80221-1629

POTT MICHAEL AND
POTT LYNNE AS TRUSTEES
11580 W CENTER
LAKEWOOD CO 80226-2515

SMITH MARVIN SR
2940 W 54TH AVE
DENVER CO 80221-1608

QUINTANA KATHLEEN
5437 ELM CT
DENVER CO 80221-1629

SONG INVESTMENT PROPERTIES LLC
7030 HIGHWAY 2
COMMERCE CITY CO 80022-2044

RICHARDSON MARGARET E
3031 W 53RD AVE
DENVER CO 80221-6563

STANTON LEE E
5341 PRIMROSE LANE
DENVER CO 80221

ROBERTSON NATHA J AND
CASE JASON J
3120 W 53RD AVE
DENVER CO 80221-6564

STAY JOHN AND STAY JOLENE AND
BATE DAMIAN S
3234 W 55TH AVE
DENVER CO 80221

RODRIGUEZ JUAN JESUS
5416 ELM CT
DENVER CO 80221-1629

STONEBRAKER CORPORATION
26986 CR 18
KEENESBURG CO 80643

SWANBERG LOREN L
3050 W 54TH AVE
DENVER CO 80221-6502

VIGIL CATHERINE J
5408 ELM CT
DENVER CO 80221-1629

SWANSON LEE W AND
SWANSON BARBARA K
3072 W 53RD AVE
DENVER CO 80221-6562

WARHOLA PAUL C AND
WARHOLA LORENE DURAN
3161 W 54TH AVE
DENVER CO 80221-6503

TAPIA RUBEN AND
TAPIA ROCHELLE MONIQUE
5424 ELM CT
DENVER CO 80221-1629

WILKEY ROXANNE AND
MITCHELL JOSHUA
5355 GROVE ST
DENVER CO 80221

TARANGO BARBARA L AND
TARANGO RAMON
3033 W 53RD AVE
DENVER CO 80221

ZIEGLER FRITZ R AND
ZIEGLER PENELOPE M
3060 W 55TH PL
DENVER CO 80221-6526

TILEY INVESTMENTS LLC
5399 FEDERAL BLVD
DENVER CO 80221-6537

ZIEGLER FRITZ R AND
ZIEGLER PENELOPE
3060 W 55TH PL
DENVER CO 80221-6526

TUTAK JOSEPH
5441 GROVE ST
DENVER CO 80221-6545

VALDEZ MICHAEL V
5345 GROVE ST
DENVER CO 80221

VALDEZ MICHAEL V AND VALDEZ BARBARA
5345 GROVE ST
DENVER CO 80221-6543

VANROEKEL BONNIE G
3255 W 53RD AVE
DENVER CO 80221-6596

VARGAS DANIEL ENRIQUE ORDONEZ
5432 ELM CT
DENVER CO 80221-1629

CERTIFICATE OF POSTING



I, Libbie Adams do hereby certify that I had the property posted at

5399 Federal Boulevard

on October 12, 2017

in accordance with the requirements of the Adams County Zoning Regulations

Libbie Adams

Tiley Roofing

RCU2017-00004

December 12, 2017

Board of County Commission

Community and Economic Development

Case Manager: Libbie Adams



Request

- Conditional use permit to allow an industrial use (roofing company) in the C-5 zone district

Background

- Conditional Use Permits Approved
 - January 2006
 - September 2010
- October 2016: CEDD mailed CUP expiration letter

BOCC Update

- Case continued from November 14th hearing

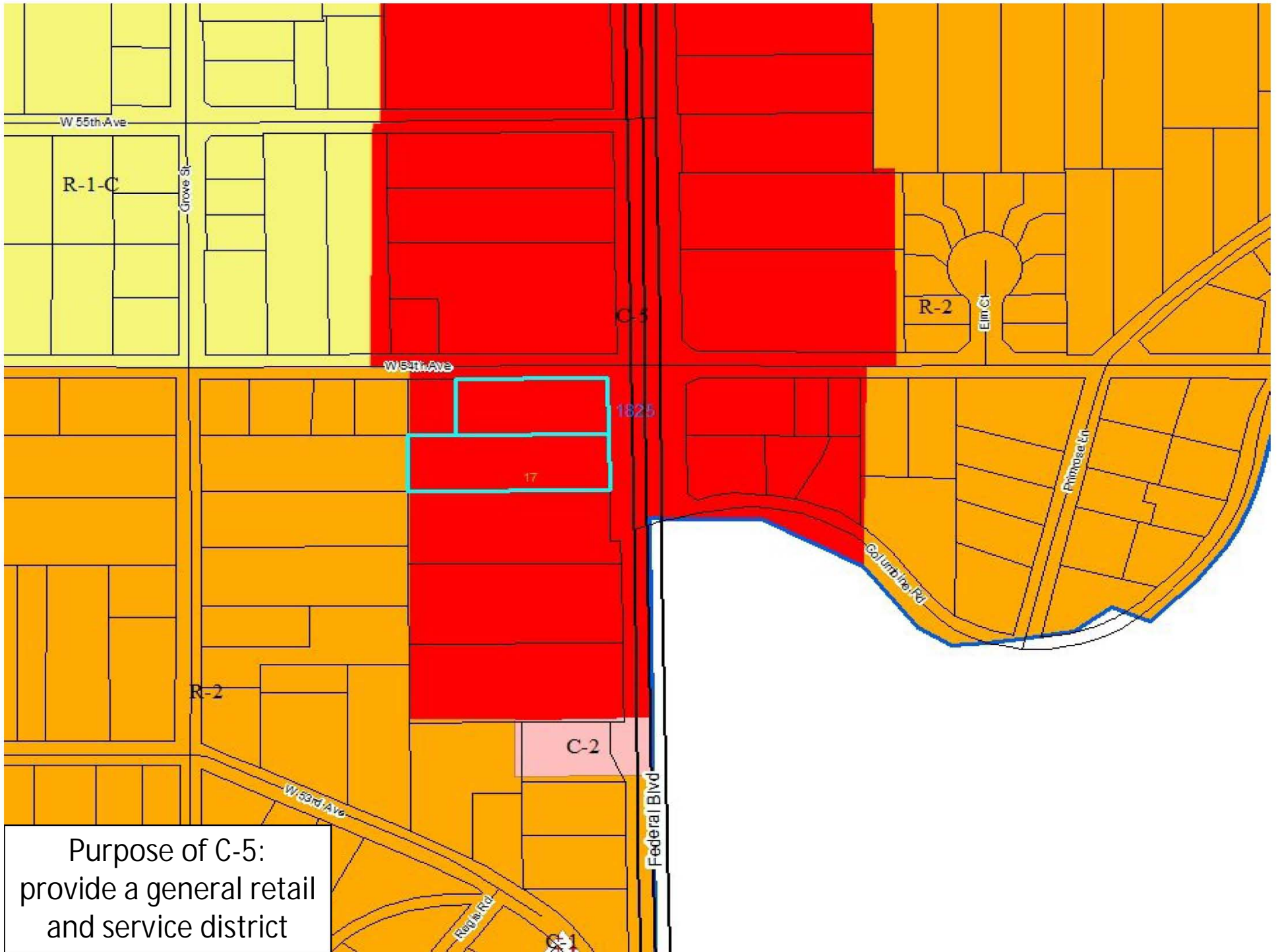


W 54th Ave

Federal Blvd

Aria

Regis University: 0.4 miles south
RTD Station: 0.7 miles north



Purpose of C-5:
provide a general retail
and service district

Urban Residential

W 55th Ave

Grove St

W 54th Ave

1825

17

Elm Ct

Phinney Ln

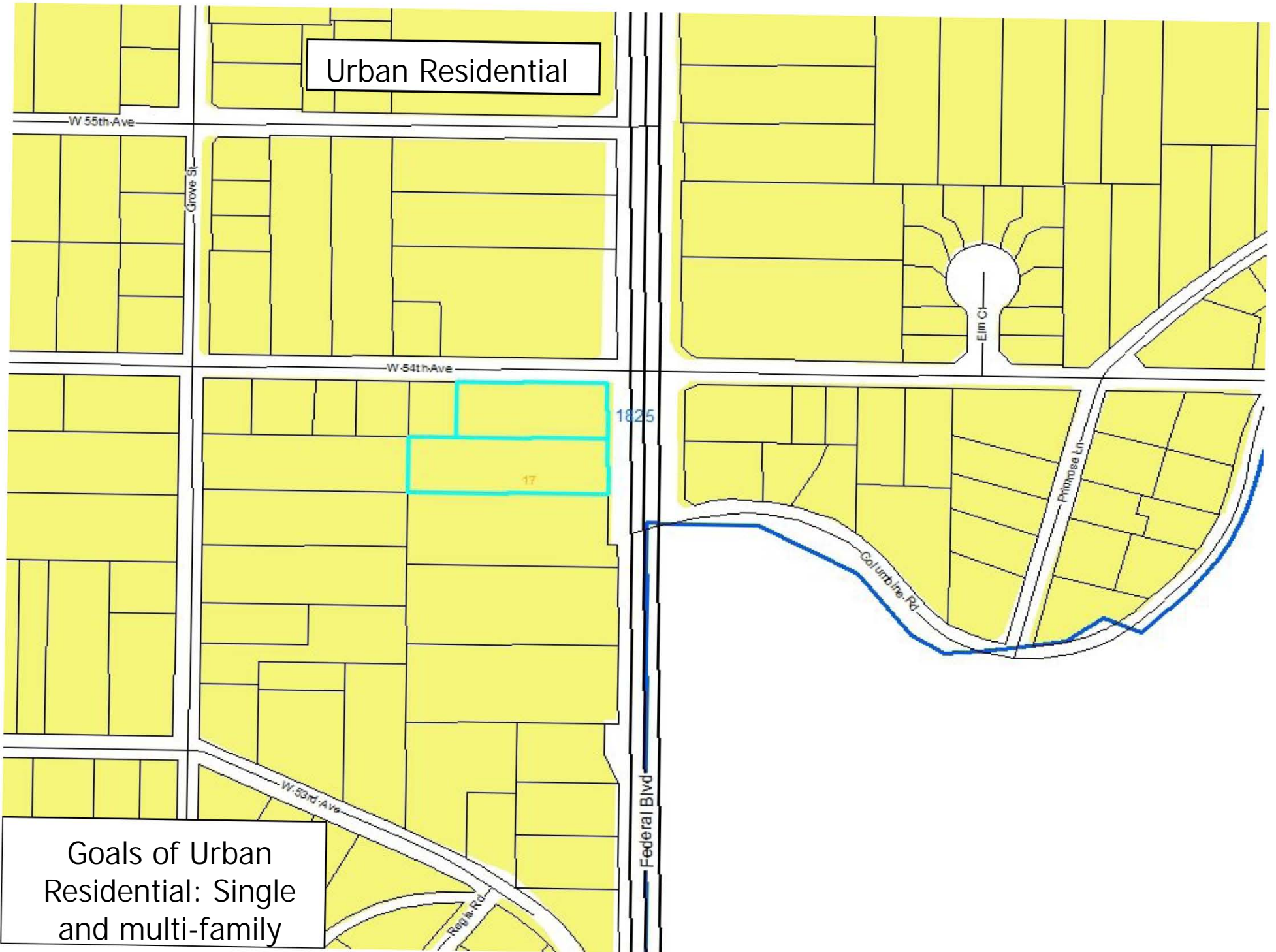
Columbie Rd

Federal Blvd

W 53rd Ave

Regis Rd

Goals of Urban Residential: Single and multi-family



Conditional Use Permit Criteria

Section 2-02-08-06

1. Permitted in zone district
2. Consistent with regulations
3. Complies with performance standards
4. Compatible with surrounding area
5. Addresses off-site impacts
6. Suitable site
7. Functional site plan
8. Adequate Infrastructure

Development Standards

- Outdoor storage up to 25% of building area



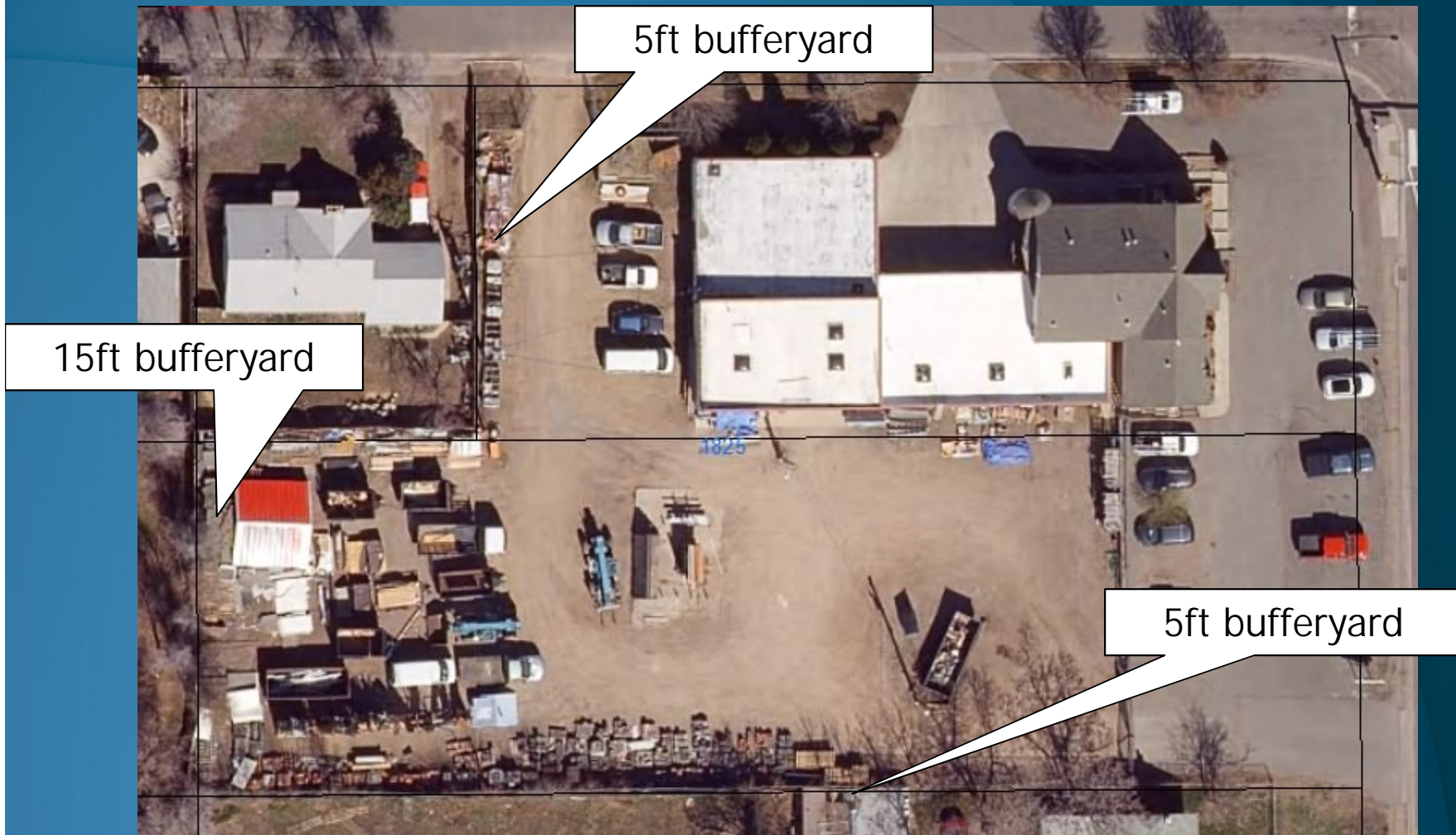
Development Standards

- Privacy fencing shall screen outdoor storage



Development Standards

- Required landscaping buffers



Future of Federal Boulevard



- Auto oriented streetscape
- Building setback from street
- Parking dominant



- Pedestrian Oriented Streetscape
- Buildings closer to the street
- Uses compatible with residential

Referral Comments

- Regis University and Tri County Health:
 - Concerns of pedestrian environment
- Development Services Engineering:
 - Remove access at corner of Federal and W 54th Ave
- Property Owners within 700 feet of subject site

Notifications Sent	Comments Received
95	3

- One commented Tiley Roofing is a clean businesses
- Two had concerns with truck traffic and noise

PC Recommendation

- PC heard case on 10/26/2017
 - Recommended unanimous approval
 - Discussed conditions of approval
 - Amended conditions of approval
 - Removed landscaping requirement

Looking west onto subject site



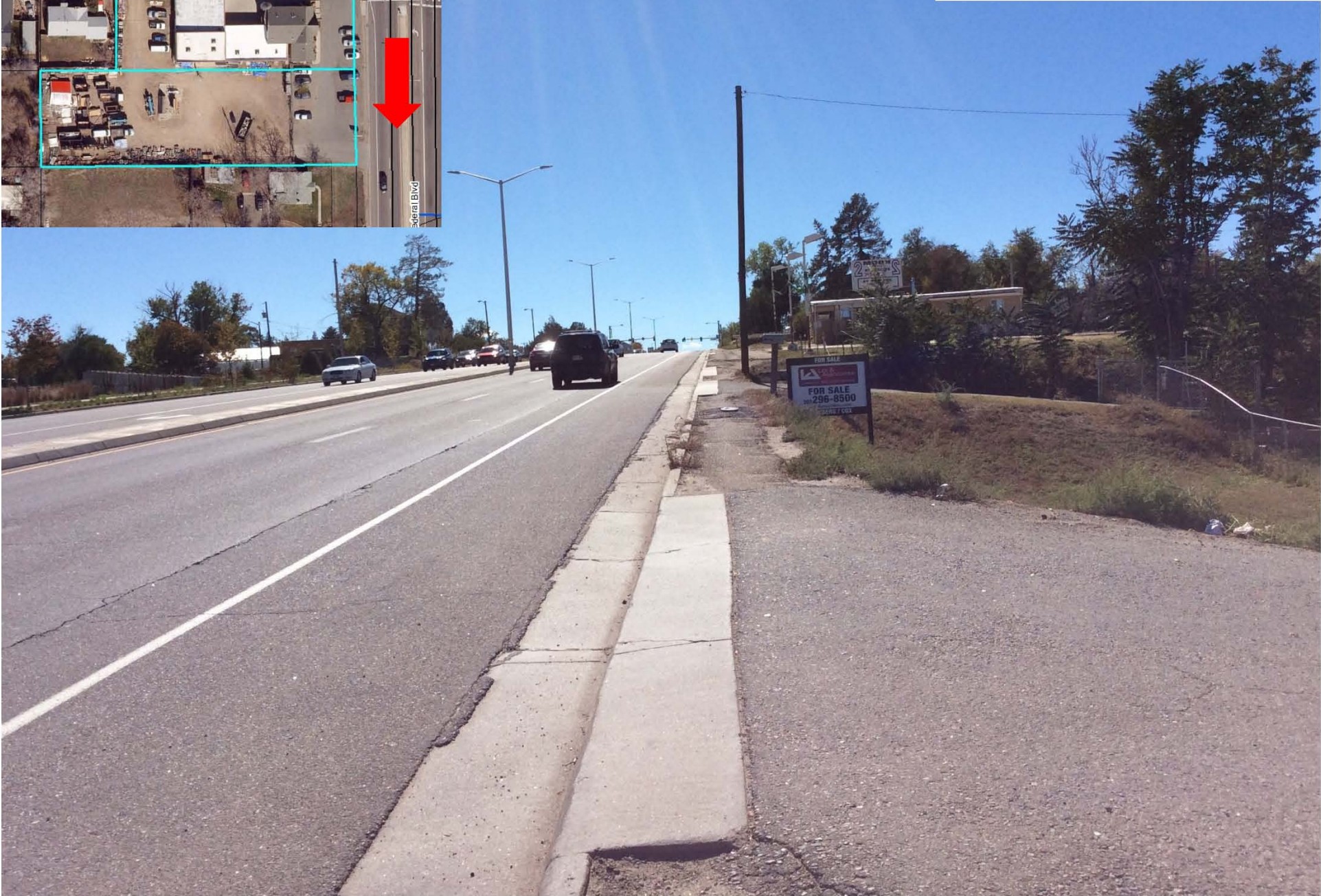
Looking north along
Federal Blvd



Looking East from
subject site



Looking south along
Federal Blvd



Looking south into site
from W 54th Ave



Looking south into site
from W 54th Ave



Looking west along W
54th Ave



Looking east along W
54th Ave



Staff Recommendation

- Staff determination is the request is not consistent with:
 - Adams County regulations,
 - Surrounding area,
 - Comprehensive Plan,
- However, staff recommends **Approval** based on 8 Findings-of-Fact and 6 conditions.

Recommended Conditions

1. The conditional use permit shall expire on November 14, 2018
2. The applicant shall be required to obtain access permits for all curb cuts (accesses) with the County right-of-way. The applicant is also required to obtain an access permit from the Colorado Department of Transportation, and provide a copy to Adams County, for the curb cut (access) on Federal Boulevard.
3. The curb cut on W 54th Ave at the corner of W 54th Ave and Federal Blvd shall be removed no later than 30 days from approval of this conditional use permit, as location of the curb cut is hazardous to traveling public

Recommended Conditions

4. A solid screen fence shall be provided to screen the outdoor storage from the public right-of-way.
5. Outdoor storage on the site shall be limited to a maximum area of 25% of the building area located at 5399 Federal Boulevard, unless the two parcels are combined through a deed restriction.
6. Deliveries, loading, and unloading shall be restricted to the hours of 7:00 a.m. to 10:00 p.m.

BOCC Alternate Findings

- Denial based on 8 findings-of-fact and one condition
 1. Applicant shall vacate property by January 14, 2017, two months following denial from the Board of County Commissioners.

Future of Federal Boulevard

- High propensity for significant urbanization
 - Federal – Clear Creek RTD Station
 - Regis University
 - Aria development

Regis

N →



Aria

RTD