

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 September 26, 2017 9:30 AM

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

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

B. Elected Officials' Communication

6. CONSENT CALENDAR

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

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

C. Resolution Approving a First Amended and Restated Subdivision

Improvements Agreement between Adams County and Pomponio Terrace

Holdings LLC for Pomponio Terrace Filing 1

(File was approved by ELT)

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

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

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

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

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

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

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

7. NEW BUSINESS

A. COUNTY MANAGER

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

Resolution Approving Amendment Three to the Agreement between Adams County and CareHere Management, PLLC, for an Employee Health Clinic at the Pete Mirelez Human Services Center (File was approved by ELT)

B. COUNTY ATTORNEY

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

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

Page -

County of Adams

Net Warrant by Fund Summary

Fund	Fund	
Number	Description	Amount
1	General Fund	352,029.10
5	Golf Course Enterprise Fund	16,058.19
6	Equipment Service Fund	1,634.51
7	Stormwater Utility Fund	2,020.00
13	Road & Bridge Fund	158,712.35
19	Insurance Fund	2,633.47
20	Developmentally Disabled	373,645.66
27	Open Space Projects Fund	15,780.75
30	Community Dev Block Grant Fund	48,901.58
31	Head Start Fund	33,325.29
34	Comm Services Blk Grant Fund	5,110.73
35	Workforce & Business Center	5,846.13
43	Front Range Airport	1,485.00
		1,017,182.76

Page -

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General Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00713625	260281	ADAMS COUNTY YOUTH INITIATIVE	09/12/17	7,500.00
00713626	91631	ADAMSON POLICE PRODUCTS	09/12/17	6,921.00
00713627	433987	ADCO DISTRICT ATTORNEY'S OFFIC	09/12/17	478.29
00713628	630412	ADVANCED LAUNDRY SYSTEMS	09/12/17	685.58
00713629	636068	AGUILAR JOSE	09/12/17	400.00
00713630	385085	ALL STAR HOOD CLEANING	09/12/17	2,995.00
00713631	383698	ALLIED UNIVERSAL SECURITY SERV	09/12/17	16,798.16
00713632	228213	ARAMARK REFRESHMENT SERVICES	09/12/17	904.79
00713633	309004	ARCHER BRANDON	09/12/17	199.82
00713638	490725	BREAK THRU BEVERAGE	09/12/17	10,826.84
00713640	9902	CHEMATOX LABORATORY INC	09/12/17	420.00
00713641	40398	CINTAS CORPORATION #66	09/12/17	268.86
00713642	18443	CIVIL AIR PATROL MAGAZINE	09/12/17	295.00
00713643	50625	COLO STATE UNIVERSITY	09/12/17	878.00
00713644	636100	COLOR CORRAL	09/12/17	2,553.82
00713645	252174	COLORADO COMMUNITY MEDIA	09/12/17	9.60
00713646	78873	COMCAST CABLE	09/12/17	1.06
00713647	255001	COPYCO QUALITY PRINTING INC	09/12/17	430.00
00713648	29374	DAHLMAN BENJAMIN	09/12/17	62.00
00713650	44656	DENVER HEALTH & HOSPITAL AUTHO	09/12/17	1,640.00
00713651	40325	DENVER POST	09/12/17	345.50
00713652	248103	DS WATERS OF AMERICA INC	09/12/17	1,705.11
00713653	418312	DUNCAN NANCY	09/12/17	85.00
00713654	193732	E-470 PUBLIC HIGHWAY AUTHORITY	09/12/17	154.25
00713655	226213	ELLIS HEIDI	09/12/17	596.50
00713656	25579	ENTRAVISION COMMUNICATIONS	09/12/17	7,000.00
00713657	23417	ERGOMETRICS & APPLIED PERSONNE	09/12/17	2,408.60
00713658	23893	ERGONOMIC SOLUTIONS LLC	09/12/17	384.00
00713659	24524	E470 PUBLIC HIGHWAY AUTHORITY	09/12/17	112.30
00713660	346534	FIRST CHOICE COFFEE SERVICES	09/12/17	191.95
00713661	28726	G & K SERVICES	09/12/17	199.42
00713662	12689	GALLS LLC	09/12/17	10,952.36
00713663	343447	GONZALES RAYMOND	09/12/17	67.00
00713664	294059	GROUNDS SERVICE COMPANY	09/12/17	1,420.50
00713665	600678	GURARIE MAYA	09/12/17	111.82
00713666	517284	H-2 ENTERPRISES LLC	09/12/17	1,500.00

00713701

00713702

00713703

00713704

00713705

00713707

00713708

88393

90872

636067

422902

355032

634667

5637

RECRUITING.COM

REEVES COMPANY INC

RIESTRA JACQUELINE

SCARPELLA NATALIE

SEMPLE ANN L

ROADRUNNER PHARMACY INCORPORAT

ROCKY MTN MICROFILM & IMAGING

Page -

760.00

56.52

658.00

74.55

1,876.38

160.00

260.00

2

County of Adams Net Warrants by Fund Detail

1	General Fund							
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount			
	00713667	278010	HART JULIE	09/12/17	502.50			
	00713668	486419	HIGH COUNTRY BEVERAGE	09/12/17	346.50			
	00713669	38860	HLP INC	09/12/17	4,800.00			
	00713672	5814	I70 SCOUT THE	09/12/17	57.60			
	00713673	535598	JACHIMIAK PETERSON LLC	09/12/17	28,015.47			
	00713675	282501	JO MATTOON ASSOCIATES	09/12/17	2,500.00			
	00713676	636070	KARNEY ERIN	09/12/17	150.00			
	00713677	536256	KRINKEE KENZIE	09/12/17	326.62			
	00713678	40843	LANGUAGE LINE SERVICES	09/12/17	776.54			
	00713679	42876	LEXISNEXIS RISK SOLUTIONS	09/12/17	100.79			
	00713680	362811	LIBERATORE RACHEL	09/12/17	1,464.70			
	00713681	547834	LOPEZ MARCUS	09/12/17	212.00			
	00713682	70895	MARTINEZ NICOLE	09/12/17	435.00			
	00713683	94055	MCALLISTER JEAN G	09/12/17	370.00			
	00713684	636069	MOLINA ARELI	09/12/17	400.00			
	00713685	101519	MOSQUEDA-GONZALEZ VERONICA	09/12/17	650.00			
	00713686	165815	MUSSER TINA	09/12/17	75.00			
	00713687	13591	MWI VETERINARY SUPPLY CO	09/12/17	5,862.18			
	00713689	4551	NEVE'S UNIFORMS INC	09/12/17	380.85			
	00713690	20458	NORTHSIDE EMERGENCY PET CLINIC	09/12/17	128.00			
	00713691	418315	OLSON PERNELL	09/12/17	85.00			
	00713692	266741	OSTLER BRYAN	09/12/17	67.00			
	00713693	36746	PEDRUCCI MARC R	09/12/17	102.45			
	00713694	632233	PIKE MATTHEW	09/12/17	34.24			
	00713695	176327	PITNEY BOWES	09/12/17	650.91			
	00713696	214735	PITNEY BOWES PURCHASE POWER	09/12/17	39.98			
	00713697	163837	PTS OF AMERICA LLC	09/12/17	998.00			
	00713698	532961	PUBLIC SAFETY SOFTWARE GROUP	09/12/17	534.00			
	00713699	216245	PUSH PEDAL PULL INC	09/12/17	155.00			

09/12/17

09/12/17

09/12/17

09/12/17

09/12/17

09/12/17

09/12/17

3

Page -

Net Warrants by Fund Detail

General Fund

			Fund Total	155,227.17
00713723	44490	YOUNG DAVID	09/12/17	165.00
00713722	13822	XCEL ENERGY	09/12/17	44.43
00713721	338508	WRIGHTWAY INDUSTRIES INC	09/12/17	637.10
00713720	24560	WIRELESS ADVANCED COMMUNICATIO	09/12/17	870.00
00713718	28617	VERIZON WIRELESS	09/12/17	2,337.03
00713715	264009	TANIS LINDSAY E	09/12/17	128.40
00713714	618144	T&G PECOS LLC	09/12/17	1,800.00
00713713	76394	SYMBOL ARTS	09/12/17	700.00
00713712	599714	SUMMIT FOOD SERVICE LLC	09/12/17	5,595.80
00713711	33604	STATE OF COLORADO	09/12/17	5,834.00
00713710	43587	SOUTHERN WINE & SPIRITS LLC	09/12/17	826.90
00713709	13538	SHRED IT USA LLC	09/12/17	720.60
Warrant	Supplier No	Supplier Name	Warrant Date	Amount

Page -

13	Road & Brid	Road & Bridge Fund						
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount			
	00713634	23969	ASPHALT SPECIALTIES CO INC	09/12/17	4,706.85			
	00713635	23969	ASPHALT SPECIALTIES CO INC	09/12/17	4,977.67			
	00713636	23969	ASPHALT SPECIALTIES CO INC	09/12/17	4,400.27			
	00713637	23969	ASPHALT SPECIALTIES CO INC	09/12/17	3,899.04			
	00713671	34817	ICON ENGINEERING INC	09/12/17	13,392.55			
	00713717	283725	UNIVERSAL FIELD SERVICES INC	09/12/17	6,777.13			
	00713719	13082	W L CONTRACTORS INC	09/12/17	1,847.21			
				Fund Total	40,000.72			

5

Page -

19	Insurance Fund						
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount		
	00713688	61886	NATHAN DUMM & MAYER PC	09/12/17	1,971.03		
				Fund Total	1,971.03		

Page -

6

34	Comm Servi	ces Blk Grant Fund			
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00713700	92604	RAMIREZ ESTHER	09/12/17	10.17
	00713706	3288	SAUER BONNIE	09/12/17	17.00
				Fund Total	27.17

Page -

7

35	Workforce & Business Center						
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount		
	00713639	152461	CENTURYLINK	09/12/17	130.13		
	00713670	54744	HUGHES STATION	09/12/17	846.00		
	00713674	635914	JANICH JAMES	09/12/17	20.00		
				Fund Total	996.13		

Page -

43	Front Range	Airport			
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00713649	556579	DBT TRANSPORTATION SERVICES LL	09/12/17	1,185.00
	00713716	41127	THYSSENKRUPP ELEVATOR CORP	09/12/17	300.00
				Fund Total	1,485.00

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County of Adams

Net Warrants by Fund Detail

09/15/17

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Page -

Page -

9418	Administrative Cost Pool	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Grants to Other Instit					
	LUTHERAN FAMILY SERVICES	00034	906736	287277	09/11/17	2,333.56
					Account Total	2,333.56
	Mileage Reimbursements					
	RAMIREZ ESTHER	00034	906712	287271	09/11/17	10.17
					Account Total	10.17
	Other Professional Serv					
	JOINING VISION AND ACTION LLC	00034	906735	287277	09/11/17	2,750.00
					Account Total	2,750.00
	Travel & Transportation					
	SAUER BONNIE	00034	906710	287271	09/11/17	17.00
					Account Total	17.00
				Γ	Department Total	5,110.73

2

Page -

1011	Board of County Commissioners	Fund	Voucher	Batch No	GL Date	Amount
	Legal Notices					
	COLORADO COMMUNITY MEDIA	00001	906495	287050	09/07/17	9.60
	COLORADO COMMUNITY MEDIA	00001	906811	287364	09/12/17	720.00
	COLORADO COMMUNITY MEDIA	00001	906812	287367	09/12/17	14.20
	DENVER POST	00001	906490	287047	09/07/17	345.50
	I70 SCOUT THE	00001	906534	287060	09/07/17	57.60
					Account Total	1,146.90
	Special Events					
	ADAMS COUNTY YOUTH INITIATIVE	00001	906559	287066	09/07/17	7,500.00
					Account Total	7,500.00
				D	epartment Total	8,646.90

3

Page -

1024	Budget Office	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Travel & Transportation					
	DUNCAN NANCY	00001	906704	287271	09/11/17	85.00
OLSON PERNELL		00001	906707	287271	09/11/17	85.00
					Account Total	170.00
				D	epartment Total	170.00

Page -

30	Community Dev Block Grant Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	TERRACON	00030	906774	287357	09/12/17	21,450.00
					Account Total	21,450.00
				D	epartment Total	21,450.00

5

Page -

1033	Community Transit	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Community Transit Services					
	SENIORS RESOURCE CENTER INC	00001	906925	287490	09/13/17	46,266.08
					Account Total	46,266.08
				D	epartment Total	46.266.08

Page -

1013	County Attorney	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	VIS KELLY C	00001	906618	287176	09/08/17	21.56
					Account Total	21.56
	Operating Supplies					
	SWAIN CRISTAL	00001	906617	287176	09/08/17	84.42
					Account Total	84.42
	Other Professional Serv					
	CENTER FOR EDUCATION & EMPLOYM	00001	906624	287176	09/08/17	48.20
	COLORADO COMMUNITY MEDIA	00001	906627	287176	09/08/17	9.60
	I70 SCOUT THE	00001	906625	287176	09/08/17	15.36
	JEFFERSON COUNTY SHERIFF'S CIV	00001	906626	287176	09/08/17	39.00
					Account Total	112.16
	Postage & Freight					
	COLORADO INTERACTIVE	00001	906628	287176	09/08/17	3.75
					Account Total	3.75
				Ι	Department Total	221.89

Page -

Medical Services CARUSO JAMES LOUIS 00001 906717 287274 09/11/17 CARUSO JAMES LOUIS 00001 906723 287274 09/11/17 FRANK MEREDITH ANN 00001 906722 287274 09/11/17 FRANK MEREDITH ANN 00001 906725 287274 09/11/17 Account Total Minor Equipment KENNY ELECTRIC SERVICE INC 00001 906715 287274 09/11/17 MAJOR HEATING & AIR CONDITIONI 00001 906729 287274 09/11/17 MAJOR HEATING & AIR CONDITIONI 00001 906730 287274 09/11/17	nount
CARUSO JAMES LOUIS 00001 906723 287274 09/11/17 FRANK MEREDITH ANN 00001 906722 287274 09/11/17 FRANK MEREDITH ANN 00001 906725 287274 09/11/17 Account Total Minor Equipment KENNY ELECTRIC SERVICE INC 00001 906715 287274 09/11/17 MAJOR HEATING & AIR CONDITIONI 00001 906729 287274 09/11/17	
FRANK MEREDITH ANN 00001 906722 287274 09/11/17 FRANK MEREDITH ANN 00001 906725 287274 09/11/17 Account Total Minor Equipment KENNY ELECTRIC SERVICE INC 00001 906715 287274 09/11/17 MAJOR HEATING & AIR CONDITIONI 00001 906729 287274 09/11/17	3,075.00
FRANK MEREDITH ANN 00001 906725 287274 09/11/17 Account Total Minor Equipment KENNY ELECTRIC SERVICE INC 00001 906715 287274 09/11/17 MAJOR HEATING & AIR CONDITIONI 00001 906729 287274 09/11/17	
Account Total Minor Equipment KENNY ELECTRIC SERVICE INC 00001 906715 287274 09/11/17 MAJOR HEATING & AIR CONDITIONI 00001 906729 287274 09/11/17	3,075.00
Minor Equipment KENNY ELECTRIC SERVICE INC 00001 906715 287274 09/11/17 MAJOR HEATING & AIR CONDITIONI 00001 906729 287274 09/11/17	4,100.00
KENNY ELECTRIC SERVICE INC 00001 906715 287274 09/11/17 MAJOR HEATING & AIR CONDITIONI 00001 906729 287274 09/11/17	10,250.00
KENNY ELECTRIC SERVICE INC 00001 906715 287274 09/11/17 MAJOR HEATING & AIR CONDITIONI 00001 906729 287274 09/11/17	
MAJOR HEATING & AIR CONDITIONI 00001 906729 287274 09/11/17	1,539.19
	82.33
	5,008.25
Account Total	6,629.77
	0,025.77
Operating Supplies	
COLO MEDICAL WASTE INC 00001 906713 287274 09/11/17	269.00
COLO MEDICAL WASTE INC 00001 906714 287274 09/11/17	1,199.00
SOUTHLAND MEDICAL LLC 00001 906720 287274 09/11/17	1,392.73
Account Total	2,860.73
Other Communications	
AMERICAN MESSAGING 00001 906727 287274 09/11/17	36.70
Account Total	36.70
Other Professional Serv	
BASELINE ASSOCIATES INC 00001 906728 287274 09/11/17	280.00
COLO OCCUPATIONAL MEDICINE PHY 00001 906721 287274 09/11/17	215.00
FEDEX 00001 906719 287274 09/11/17	53.87
FEDEX 00001 906731 287274 09/11/17	6.10
FEDEX 00001 906732 287274 09/11/17	21.16
FIRST CALL OF COLO 00001 906718 287274 09/11/17	2,700.00
LANGUAGE LINE SERVICES 00001 906734 287274 09/11/17	63.14
NMS LABS 00001 906726 287274 09/11/17	9,156.00
PLATTE VALLEY CLINIC LAB 00001 906716 287274 09/11/17	175.00
SHRED IT USA LLC 00001 906733 287274 09/11/17	101.32
Account Total	12,771.59
Department Total	32,548.79

Page -

1012	County Manager	Fund	Voucher	Batch No	GL Date	Amount
	Travel & Transportation					
	GONZALES RAYMOND	00001	906706	287271	09/11/17	67.00
	OSTLER BRYAN	00001	906705	287271	09/11/17	67.00
					Account Total	134.00
				D	epartment Total	134.00

Page -

1074	CA- Risk Management	Fund	Voucher	Batch No	GL Date	Amount
	Safety-Drug & Al Test/Med Cert					
	ADVANCED URGENT CARE AND OCC M	00019	906615	287176	09/08/17	85.00
	ADVANCED URGENT CARE AND OCC M	00019	906616	287176	09/08/17	255.00
					Account Total	340.00
				De	epartment Total	340.00

10

Page -

1044	CA- SS Dependency/Neglect	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Books					
	LEXISNEXIS MATTHEW BENDER	00001	906621	287176	09/08/17	38.03
	LEXISNEXIS MATTHEW BENDER	00001	906622	287176	09/08/17	129.21
	LEXISNEXIS MATTHEW BENDER	00001	906623	287176	09/08/17	118.43
					Account Total	285.67
	Other Professional Serv					
	PUEBLO COUNTY COMMISSIONERS	00001	906620	287176	09/08/17	440.00
					Account Total	440.00
	Travel & Transportation					
	KARRE MEREDITH	00001	906619	287176	09/08/17	22.00
					Account Total	22.00
				Γ	Department Total	747.67

11

Page -

941016	CDBG	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Grants to Other InstPgm. Cst					
	FEDERAL HEIGHTS CITY OF	00030	906814	287375	09/12/17	12,001.58
					Account Total	12,001.58
	Grants to Other Institutions					
	G2 CONSTRUCTION LLC	00030	906813	287372	09/12/17	15,450.00
					Account Total	15,450.00
				D	epartment Total	27,451.58

12

Page -

1022	CLK Elections	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Postage & Freight					
	US POSTMASTER	00001	906929	287501	09/13/17	40,600.00
					Account Total	40,600.00
				D	epartment Total	40,600.00

13

Page -

1023	CLK Motor Vehicle	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	NORDHOLM MICHELLE K	00001	906767	287356	09/12/17	11.88
	ROSTENBACH SU-LIN	00001	906769	287356	09/12/17	36.38
	SANDOVAL DANIELLE	00001	906771	287356	09/12/17	79.18
					Account Total	127.44
				De	epartment Total	127.44

14

Page -

20	Developmentally Disabled	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	NORTH METRO COMMUNITY SERVICES	00020	906781	287357	09/12/17	373,645.66
					Account Total	373,645.66
				D	epartment Total	373,645.66

15

Page -

1051	District Attorney	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Court Reporting Transcripts					
	HART JULIE	00001	906633	287182	09/08/17	502.50
					Account Total	502.50
	Mileage Reimbursements					
	TANIS LINDSAY E	00001	906636	287182	09/08/17	128.40
					Account Total	128.40
	Other Professional Serv					
	MCALLISTER JEAN G	00001	906631	287182	09/08/17	290.00
	MCALLISTER JEAN G	00001	906631	287182	09/08/17	80.00
	SEMPLE ANN L	00001	906635	287182	09/08/17	260.00
					Account Total	630.00
	Travel & Transportation					
	SCARPELLA NATALIE	00001	906638	287182	09/08/17	160.00
	YOUNG DAVID	00001	906637	287182	09/08/17	165.00
					Account Total	325.00
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	906630	287182	09/08/17	24.48
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	906630	287182	09/08/17	127.77
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	906630	287182	09/08/17	96.97
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	906630	287182	09/08/17	227.05
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	906630	287182	09/08/17	2.02
					Account Total	478.29
				Γ	Department Total	2,064.19

16

Page -

6	Equipment Service Fund	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	A & E TIRE INC	00006	906805	287357	09/12/17	500.00
	A & E TIRE INC	00006	906806	287357	09/12/17	600.20
	ABRA AUTO BODY & GLASS	00006	906807	287357	09/12/17	214.31
	ABRA AUTO BODY & GLASS	00006	906808	287357	09/12/17	160.00
	ABRA AUTO BODY & GLASS	00006	906809	287357	09/12/17	160.00
					Account Total	1,634.51
				De	partment Total	1,634.51

17

Page -

9241	Extension- Administration	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	PIKE MATTHEW	00001	906348	286930	09/06/17	34.24
					Account Total	34.24
	Operating Supplies					
	COPYCO QUALITY PRINTING INC	00001	906345	286930	09/06/17	350.00
					Account Total	350.00
				D	epartment Total	384.24

18

Page -

9244	Extension- 4-H/Youth	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	KRINKEE KENZIE	00001	906349	286930	09/06/17	326.62
					Account Total	326.62
				D	epartment Total	326.62

19

Page -

1014	Finance	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Travel & Transportation					
	DAHLMAN BENJAMIN	00001	906708	287271	09/11/17	62.00
					Account Total	62.00
				D	epartment Total	62.00

20

Page -

1017	Finance Purchasing	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Travel & Transportation					
	ELLIS HEIDI	00001	906709	287271	09/11/17	596.50
					Account Total	596.50
				I	Department Total	596.50

21

Page -

43	Front Range Airport	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	DBT TRANSPORTATION SERVICES LL	00043	906226	286857	09/05/17	1,185.00
	THYSSENKRUPP ELEVATOR CORP	00043	906224	286857	09/05/17	300.00
					Account Total	1,485.00
				De	epartment Total	1,485.00

County of Adams

Vendor Payment Report

Page - 22

1	General Fund	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00001	906684	287261	09/11/17	5,834.00
					Account Total	5,834.00
	Received not Vouchered Clrg					
	ADAMSON POLICE PRODUCTS	00001	906350	286934	09/06/17	845.00
	ADAMSON POLICE PRODUCTS	00001	906351	286934	09/06/17	745.00
	ADAMSON POLICE PRODUCTS	00001	906352	286934	09/06/17	845.00
	ADAMSON POLICE PRODUCTS	00001	906353	286934	09/06/17	700.00
	ADAMSON POLICE PRODUCTS	00001	906354	286934	09/06/17	560.00
	ADAMSON POLICE PRODUCTS	00001	906355	286934	09/06/17	2,000.00
	ADAMSON POLICE PRODUCTS	00001	906499	287056	09/07/17	845.00
	ADVANCED LAUNDRY SYSTEMS	00001	906356	286934	09/06/17	237.50
	ADVANCED LAUNDRY SYSTEMS	00001	906357	286934	09/06/17	448.08
	ALLIED UNIVERSAL SECURITY SERV	00001	906581	287056	09/07/17	16,798.16
	ARMORED KNIGHTS INC	00001	906803	287357	09/12/17	332.44
	ARMORED KNIGHTS INC	00001	906803	287357	09/12/17	67.41
	ARMORED KNIGHTS INC	00001	906803	287357	09/12/17	133.28
	ARMORED KNIGHTS INC	00001	906803	287357	09/12/17	67.41
	ARMORED KNIGHTS INC	00001	906803	287357	09/12/17	67.41
	ARMORED KNIGHTS INC	00001	906803	287357	09/12/17	133.28
	ARMORED KNIGHTS INC	00001	906803	287357	09/12/17	133.28
	ARMORED KNIGHTS INC	00001	906803	287357	09/12/17	67.41
	ARMORED KNIGHTS INC	00001	906803	287357	09/12/17	33.70
	ARMORED KNIGHTS INC	00001	906803	287357	09/12/17	332.44
	BOB BARKER COMPANY	00001	906815	287381	09/12/17	2,590.00
	BREAK THRU BEVERAGE	00001	906204	286857	09/05/17	2,623.20
	BREAK THRU BEVERAGE	00001	906204	286857	09/05/17	1,576.80
	BREAK THRU BEVERAGE	00001	906205	286857	09/05/17	6,626.84
	CHEMATOX LABORATORY INC	00001	906358	286934	09/06/17	25.00
	CHEMATOX LABORATORY INC	00001	906359	286934	09/06/17	370.00
	CHEMATOX LABORATORY INC	00001	906360	286934	09/06/17	25.00
	CINTAS CORPORATION #66	00001	906247	286857	09/05/17	134.43
	CINTAS CORPORATION #66	00001	906248	286857	09/05/17	134.43
	CINTAS CORPORATION #66	00001	906776	287357	09/12/17	134.43
	DREXEL BARRELL & CO	00001	906783	287357	09/12/17	4,527.50

09/15/17 15:15:02

23

County of Adams **Vendor Payment Report**

1	General Fund	Fund	Voucher	Batch No	GL Date	Amount
	ENTRAVISION COMMUNICATIONS	00001	906608	287174	09/08/17	3,000.00
	ENTRAVISION COMMUNICATIONS	00001	906609	287174	09/08/17	2,000.00
	ENTRAVISION COMMUNICATIONS	00001	906610	287174	09/08/17	2,000.00
	GALLS LLC	00001	906500	287056	09/07/17	51.97
	GALLS LLC	00001	906501	287056	09/07/17	270.05
	GALLS LLC	00001	906502	287056	09/07/17	270.05
	GALLS LLC	00001	906503	287056	09/07/17	270.05
	GALLS LLC	00001	906504	287056	09/07/17	270.05
	GALLS LLC	00001	906505	287056	09/07/17	270.05
	GALLS LLC	00001	906506	287056	09/07/17	270.05
	GALLS LLC	00001	906507	287056	09/07/17	270.05
	GALLS LLC	00001	906508	287056	09/07/17	270.05
	GALLS LLC	00001	906509	287056	09/07/17	48.95
	GALLS LLC	00001	906510	287056	09/07/17	184.99
	GALLS LLC	00001	906511	287056	09/07/17	90.90
	GALLS LLC	00001	906512	287056	09/07/17	48.93
	GALLS LLC	00001	906513	287056	09/07/17	179.99
	GALLS LLC	00001	906514	287056	09/07/17	179.99
	GALLS LLC	00001	906515	287056	09/07/17	4.49
	GALLS LLC	00001	906516	287056	09/07/17	90.90
	GALLS LLC	00001	906517	287056	09/07/17	94.94
	GALLS LLC	00001	906518	287056	09/07/17	48.96
	GALLS LLC	00001	906519	287056	09/07/17	92.93
	GALLS LLC	00001	906520	287056	09/07/17	92.93
	GALLS LLC	00001	906521	287056	09/07/17	92.93
	GALLS LLC	00001	906522	287056	09/07/17	92.93
	GALLS LLC	00001	906523	287056	09/07/17	196.87
	GALLS LLC	00001	906524	287056	09/07/17	196.87
	GALLS LLC	00001	906525	287056	09/07/17	373.99
	GALLS LLC	00001	906526	287056	09/07/17	56.42
	GALLS LLC	00001	906527	287056	09/07/17	146.90
	GALLS LLC	00001	906528	287056	09/07/17	97.92
	GALLS LLC	00001	906529	287056	09/07/17	146.90
	GALLS LLC	00001	906530	287056	09/07/17	146.90
	GALLS LLC	00001	906531	287056	09/07/17	146.90
	GALLS LLC	00001	906532	287056	09/07/17	146.90

Page -

15:15:02 24

1	General Fund	Fund	Voucher	Batch No	GL Date	Amount
	GALLS LLC	00001	906533	287056	09/07/17	92.93
	GALLS LLC	00001	906535	287056	09/07/17	362.98
	GALLS LLC	00001	906536	287056	09/07/17	90.34
	GALLS LLC	00001	906537	287056	09/07/17	196.87
	GALLS LLC	00001	906538	287056	09/07/17	196.87
	GALLS LLC	00001	906539	287056	09/07/17	103.94
	GALLS LLC	00001	906540	287056	09/07/17	373.99
	GALLS LLC	00001	906541	287056	09/07/17	373.99
	GALLS LLC	00001	906542	287056	09/07/17	160.36
	GALLS LLC	00001	906543	287056	09/07/17	56.42
	GALLS LLC	00001	906544	287056	09/07/17	92.93
	GALLS LLC	00001	906545	287056	09/07/17	466.92
	GALLS LLC	00001	906546	287056	09/07/17	440.60
	GALLS LLC	00001	906547	287056	09/07/17	466.92
	GALLS LLC	00001	906548	287056	09/07/17	196.87
	GALLS LLC	00001	906549	287056	09/07/17	97.92
	GALLS LLC	00001	906550	287056	09/07/17	56.97
	GALLS LLC	00001	906551	287056	09/07/17	56.97
	GALLS LLC	00001	906552	287056	09/07/17	56.97
	GALLS LLC	00001	906553	287056	09/07/17	56.97
	GALLS LLC	00001	906554	287056	09/07/17	56.97
	GALLS LLC	00001	906555	287056	09/07/17	56.97
	GALLS LLC	00001	906556	287056	09/07/17	56.97
	GALLS LLC	00001	906557	287056	09/07/17	56.97
	GALLS LLC	00001	906558	287056	09/07/17	56.42
	GALLS LLC	00001	906560	287056	09/07/17	56.97
	GALLS LLC	00001	906561	287056	09/07/17	56.97
	GALLS LLC	00001	906562	287056	09/07/17	56.42
	GALLS LLC	00001	906563	287056	09/07/17	51.95
	GALLS LLC	00001	906564	287056	09/07/17	4.49
	GALLS LLC	00001	906565	287056	09/07/17	89.98
	GALLS LLC	00001	906566	287056	09/07/17	54.78
	GALLS LLC	00001	906567	287056	09/07/17	94.94
	GALLS LLC	00001	906568	287056	09/07/17	80.76
	GALLS LLC	00001	906569	287056	09/07/17	155.85
	GALLS LLC	00001	906570	287056	09/07/17	146.85

Page -

25

15:15:02

1 General Fund	Fund	Voucher	Batch No	GL Date	Amount
GALLS LLC	00001	906571	287056	09/07/17	188.09
GALLS LLC	00001	906572	287056	09/07/17	97.90
GALLS LLC	00001	906573	287056	09/07/17	97.90
GALLS LLC	00001	906574	287056	09/07/17	49.93
GALLS LLC	00001	906575	287056	09/07/17	97.90
GALLS LLC	00001	906576	287056	09/07/17	73.95
GALLS LLC	00001	906816	287381	09/12/17	109.27
GALLS LLC	00001	906817	287381	09/12/17	137.65
GALLS LLC	00001	906818	287381	09/12/17	146.85
GALLS LLC	00001	906819	287381	09/12/17	172.98
GALLS LLC	00001	906820	287381	09/12/17	386.93
GALLS LLC	00001	906821	287381	09/12/17	41.95
GALLS LLC	00001	906822	287381	09/12/17	49.93
GALLS LLC	00001	906823	287381	09/12/17	163.93
GALLS LLC	00001	906824	287381	09/12/17	84.90
GALLS LLC	00001	906825	287381	09/12/17	4.49
GALLS LLC	00001	906826	287381	09/12/17	49.72
GALLS LLC	00001	906827	287381	09/12/17	41.01
GALLS LLC	00001	906828	287381	09/12/17	15.51
GALLS LLC	00001	906829	287381	09/12/17	62.49
GALLS LLC	00001	906831	287381	09/12/17	97.90
GALLS LLC	00001	906839	287381	09/12/17	52.03
GALLS LLC	00001	906840	287381	09/12/17	545.44
GALLS LLC	00001	906841	287381	09/12/17	44.98
GALLS LLC	00001	906842	287381	09/12/17	44.78
GALLS LLC	00001	906843	287381	09/12/17	42.16
GALLS LLC	00001	906844	287381	09/12/17	42.16
GROUNDS SERVICE COMPANY	00001	906210	286857	09/05/17	195.00
GROUNDS SERVICE COMPANY	00001	906212	286857	09/05/17	110.00
GROUNDS SERVICE COMPANY	00001	906214	286857	09/05/17	310.50
GROUNDS SERVICE COMPANY	00001	906215	286857	09/05/17	805.00
HIGH COUNTRY BEVERAGE	00001	906292	286857	09/05/17	346.50
HLP INC	00001	906250	286857	09/05/17	4,800.00
HOLLAND AND HART LLP	00001	906773	287357	09/12/17	4,000.00
IDEXX DISTRIBUTION INC	00001	906780	287357	09/12/17	772.02
JACHIMIAK PETERSON LLC	00001	906611	287174	09/08/17	28,015.47

15:15:02

Page - 26

General Fund	Fund	Voucher	Batch No	GL Date	Amount
JO MATTOON ASSOCIATES	00001	906577	287056	09/07/17	2,500.00
LOPEZ MARCUS	00001	906361	286934	09/06/17	212.00
MCDONALD YONG HUI V	00001	906832	287381	09/12/17	5,490.00
MOUNTAIN STATES IMAGING LLC	00001	906784	287357	09/12/17	1,126.27
MURPHY RICK	00001	906833	287381	09/12/17	5,989.80
MWI VETERINARY SUPPLY CO	00001	906233	286857	09/05/17	1,017.47
MWI VETERINARY SUPPLY CO	00001	906233	286857	09/05/17	143.63
MWI VETERINARY SUPPLY CO	00001	906239	286857	09/05/17	570.20
MWI VETERINARY SUPPLY CO	00001	906241	286857	09/05/17	361.80
MWI VETERINARY SUPPLY CO	00001	906245	286857	09/05/17	29.78
MWI VETERINARY SUPPLY CO	00001	906245	286857	09/05/17	43.46
MWI VETERINARY SUPPLY CO	00001	906246	286857	09/05/17	642.25
MWI VETERINARY SUPPLY CO	00001	906252	286857	09/05/17	210.79
MWI VETERINARY SUPPLY CO	00001	906254	286857	09/05/17	75.02
MWI VETERINARY SUPPLY CO	00001	906256	286857	09/05/17	72.22
MWI VETERINARY SUPPLY CO	00001	906258	286857	09/05/17	682.72
MWI VETERINARY SUPPLY CO	00001	906260	286857	09/05/17	1,836.30
MWI VETERINARY SUPPLY CO	00001	906279	286857	09/05/17	176.54
MWI VETERINARY SUPPLY CO	00001	906777	287357	09/12/17	110.58
MWI VETERINARY SUPPLY CO	00001	906778	287357	09/12/17	428.79
MWI VETERINARY SUPPLY CO	00001	906779	287357	09/12/17	168.15
NEVE'S UNIFORMS INC	00001	906578	287056	09/07/17	46.95
NEVE'S UNIFORMS INC	00001	906579	287056	09/07/17	149.95
NEVE'S UNIFORMS INC	00001	906580	287056	09/07/17	183.95
NEVE'S UNIFORMS INC	00001	906834	287381	09/12/17	34.99
NEVE'S UNIFORMS INC	00001	906835	287381	09/12/17	125.95
NORTHSIDE EMERGENCY PET CLINIC	00001	906244	286857	09/05/17	128.00
PEARL COUNSELING ASSOCIATES	00001	906836	287381	09/12/17	2,842.23
PITNEY BOWES	00001	906583	287056	09/07/17	650.91
PITNEY BOWES PURCHASE POWER	00001	906582	287056	09/07/17	39.98
PTS OF AMERICA LLC	00001	906364	286934	09/06/17	998.00
PUSH PEDAL PULL INC	00001	906362	286934	09/06/17	155.00
RECRUITING.COM	00001	906218	286857	09/05/17	380.00
RECRUITING.COM	00001	906218	286857	09/05/17	380.00
ROADRUNNER PHARMACY INCORPORAT	00001	906237	286857	09/05/17	74.55
ROCKY MTN MICROFILM & IMAGING	00001	906363	286934	09/06/17	1,876.38

27

Page -

1	General Fund	Fund	Voucher	Batch No	GL Date	Amount
	ROSS SHIRLEY M	00001	906837	287381	09/12/17	1,287.00
	SIERRA DETENTION SYSTEMS	00001	906838	287381	09/12/17	18,214.52
	SOUTHERN WINE & SPIRITS LLC	00001	906202	286857	09/05/17	826.90
	SUMMIT FOOD SERVICE LLC	00001	906584	287056	09/07/17	5,298.04
	SWIRE COCA-COLA USA	00001	906768	287357	09/12/17	2,812.32
	SWIRE COCA-COLA USA	00001	906768	287357	09/12/17	5,000.00
	SWIRE COCA-COLA USA	00001	906768	287357	09/12/17	4,419.76
	T&G PECOS LLC	00001	906365	286934	09/06/17	900.00
	T&G PECOS LLC	00001	906366	286934	09/06/17	900.00
	WIRELESS ADVANCED COMMUNICATIO	00001	906585	287056	09/07/17	60.00
	WIRELESS ADVANCED COMMUNICATIO	00001	906587	287056	09/07/17	250.00
	WIRELESS ADVANCED COMMUNICATIO	00001	906588	287056	09/07/17	250.00
	WIRELESS ADVANCED COMMUNICATIO	00001	906589	287056	09/07/17	250.00
	WIRELESS ADVANCED COMMUNICATIO	00001	906590	287056	09/07/17	60.00
	WRIGHTWAY INDUSTRIES INC	00001	906236	286857	09/05/17	637.10
					Account Total	174,923.59
				D	epartment Total	180,757.59

09/15/17 Page -

15:15:02

28

Equipment Rental BUCKEYE WELDING SUPPLY CO INC					
BUCKEYE WELDING SUPPLY CO INC					
	00005	906744	287276	09/11/17	26.00
				Account Total	26.00
Fuel, Gas & Oil					
AGFINITY INC	00005	906737	287276	09/11/17	3,779.19
AGFINITY INC	00005	906738	287276	09/11/17	2,468.86
AGFINITY INC	00005	906739	287276	09/11/17	2,039.68
				Account Total	8,287.73
Gas & Electricity					
XCEL ENERGY	00005	906762	287276	09/11/17	79.80
XCEL ENERGY	00005	906763	287276	09/11/17	45.46
				Account Total	125.26
Grounds Maintenance					
AGFINITY INC	00005	906740	287276	09/11/17	96.00
AGFINITY INC	00005	906741	287276	09/11/17	866.00
C P S DISTRIBUTORS INC	00005	906748	287276	09/11/17	144.82
C P S DISTRIBUTORS INC	00005	906749	287276	09/11/17	149.18
C P S DISTRIBUTORS INC	00005	906750	287276	09/11/17	67.73
GOLF & SPORT SOLUTIONS	00005	906751	287276	09/11/17	714.56
GOLF & SPORT SOLUTIONS	00005	906752	287276	09/11/17	1,631.70
GOLF & SPORT SOLUTIONS	00005	906753	287276	09/11/17	663.91
GOLF ENVIRO SYSTEMS INC	00005	906754	287276	09/11/17	290.00
L L JOHNSON DIST	00005	906757	287276	09/11/17	470.98
				Account Total	5,094.88
Repair & Maint Supplies					
ALSCO AMERICAN INDUSTRIAL	00005	906742	287276	09/11/17	42.56
ALSCO AMERICAN INDUSTRIAL	00005	906743	287276	09/11/17	44.36
				Account Total	86.92
Vehicle Parts & Supplies					
C&M AIR COOLED ENGINE INC	00005	906745	287276	09/11/17	173.69
C&M AIR COOLED ENGINE INC	00005	906746	287276	09/11/17	364.36
C&M AIR COOLED ENGINE INC	00005	906747	287276	09/11/17	116.26
GRAINGER	00005	906755	287276	09/11/17	120.61
INTERSTATE BATTERY OF ROCKIES	00005	906756	287276	09/11/17	67.90

29

Page -

5026	Golf Course- Maintenance	Fund	Voucher	Batch No	GL Date	Amount
	L L JOHNSON DIST	00005	906758	287276	09/11/17	149.85
	L L JOHNSON DIST	00005	906759	287276	09/11/17	814.50
	L L JOHNSON DIST	00005	906760	287276	09/11/17	206.12
	L L JOHNSON DIST	00005	906761	287276	09/11/17	108.02
					Account Total	2,121.31
				De	epartment Total	15,742.10

30

Page -

5021	Golf Course- Pro Shop	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	XCEL ENERGY	00005	906763	287276	09/11/17	316.09
					Account Total	316.09
				D	epartment Total	316.09

31

Page -

31	Head Start Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	CARNATION BUILDING SERVICES IN	00031	906798	287357	09/12/17	1,988.00
	CARNATION BUILDING SERVICES IN	00031	906798	287357	09/12/17	535.05
	NANNA'S GOURMET MARKET AND TEA	00031	906791	287357	09/12/17	21,690.50
	SCHOOL HEALTH CORP	00031	906799	287357	09/12/17	7,495.00
					Account Total	31,708.55
				De	partment Total	31,708.55

32

Page -

1015	Human Resources- Admin	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Tuition Reimbursement					
	LIBERATORE RACHEL	00001	906606	287164	09/08/17	1,464.70
					Account Total	1,464.70
				De	epartment Total	1,464.70

33

Page -

935117	HHS Grant	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Medical Services					
	COLO OCCUPATIONAL MEDICINE PHY	00031	906691	287270	09/11/17	325.00
					Account Total	325.00
	Mileage Reimbursements					
	ANDERSON ISABEL	00031	906685	287270	09/11/17	38.09
	ANGLO WENDY	00031	906686	287270	09/11/17	42.59
	BRAGGS- JONES SHONDRELA	00031	906687	287270	09/11/17	146.59
	CALDERON SHELLY	00031	906688	287270	09/11/17	73.88
	ESTES JAMIE	00031	906692	287270	09/11/17	13.91
	HAGER MICHAEL	00031	906693	287270	09/11/17	26.43
	MEMBRENO YAHAIRA	00031	906694	287270	09/11/17	40.77
	NAJEE-ULLAH NAJLA	00031	906695	287270	09/11/17	60.46
	RAMIREZ SUSANA	00031	906696	287270	09/11/17	65.59
	RODRIGUEZ JAMIE	00031	906697	287270	09/11/17	78.54
	RODRIGUEZ JAMIE	00031	906698	287270	09/11/17	33.33
	SANCHEZ MARITZA	00031	906699	287270	09/11/17	21.94
	SANDOVAL GABRIELLA	00031	906700	287270	09/11/17	38.95
	STEELMAN MARU E	00031	906701	287270	09/11/17	46.55
	VASQUEZ MERCEDES	00031	906702	287270	09/11/17	13.54
	WHISENANT ELISA A	00031	906703	287270	09/11/17	66.50
					Account Total	807.66
	Telephone					
	CENTURY LINK	00031	906689	287270	09/11/17	347.83
	CENTURY LINK	00031	906690	287270	09/11/17	136.25
					Account Total	484.08
				D	epartment Total	1,616.74

34

Page -

1034	HR- Social Services	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	LIPSEY SEAN	00001	906830	287382	09/12/17	297.19
					Account Total	297.19
				D	epartment Total	297.19

35

Page -

19	Insurance Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	FACTORY MOTOR PARTS	00019	906770	287357	09/12/17	103.77
	FACTORY MOTOR PARTS	00019	906772	287357	09/12/17	218.67
	NATHAN DUMM & MAYER PC	00019	906607	287174	09/08/17	1,971.03
					Account Total	2,293.47
				De	partment Total	2,293.47

36

Page -

1061	IT Administration	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	ARCHER BRANDON	00001	906711	287271	09/11/17	199.82
					Account Total	199.82
				Ι	Department Total	199.82

37

Page -

27	Open Space Projects Fund	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	DESIGN WORKSHOP	00027	906804	287357	09/12/17	15,780.75
					Account Total	15,780.75
				D	epartment Total	15,780.75

38

Page -

5011	PKS- Administration	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Other Professional Serv					
	CUSTOM ENVIRONMENTAL SERVICES	00001	906930	287502	09/14/17	10,000.00
					Account Total	10,000.00
				D	epartment Total	10,000.00

39

Page -

5010	PKS- Fair & Special Events	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Event Services					
	MOSLEY NATHAN	00001	906981	287594	09/14/17	1,479.24
					Account Total	1,479.24
	Fair Expenses-General					
	COLO STATE UNIVERSITY	00001	906346	286930	09/06/17	878.00
	COLOR CORRAL	00001	906347	286930	09/06/17	2,553.82
					Account Total	3,431.82
	Regional Park Rentals					
	AGUILAR JOSE	00001	906406	287012	09/07/17	400.00
	KARNEY ERIN	00001	906409	287012	09/07/17	150.00
	MARTINEZ NICOLE	00001	906410	287012	09/07/17	435.00
	MOLINA ARELI	00001	906411	287012	09/07/17	400.00
	MOSQUEDA VERONICA	00001	906412	287012	09/07/17	650.00
	MUSSER TINA	00001	906413	287012	09/07/17	75.00
	RIESTRA JACQUELINE	00001	906415	287012	09/07/17	658.00
					Account Total	2,768.00
				Г	epartment Total	7,679.06

40

Page -

5015	PKS- Grounds Maintenance	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Maintenance Contracts					
	H-2 ENTERPRISES LLC	00001	906408	287012	09/07/17	1,500.00
					Account Total	1,500.00
				Ι	Department Total	1,500.00

41

Page -

5018	PKS- Natural Resources Program	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	PEDRUCCI MARC R	00001	906414	287012	09/07/17	102.45
					Account Total	102.45
				De	epartment Total	102.45

42

Page -

5012	PKS- Regional Complex	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	XCEL ENERGY	00001	906416	287012	09/07/17	44.43
					Account Total	44.43
	Operating Supplies					
	G & K SERVICES	00001	906407	287012	09/07/17	199.42
					Account Total	199.42
				D	epartment Total	243.85

43

Page -

13	Road & Bridge Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	ASPHALT SPECIALTIES CO INC	00013	906285	286857	09/05/17	4,706.85
	ASPHALT SPECIALTIES CO INC	00013	906287	286857	09/05/17	4,977.67
	ASPHALT SPECIALTIES CO INC	00013	906604	287082	09/07/17	4,400.22
	ASPHALT SPECIALTIES CO INC	00013	906605	287082	09/07/17	3,899.01
	BIG R BRIDGE	00013	906786	287357	09/12/17	20,345.68
	BIG R BRIDGE	00013	906787	287357	09/12/17	18,521.72
	BIG R BRIDGE	00013	906788	287357	09/12/17	16,203.44
	BIG R BRIDGE	00013	906788	287357	09/12/17	750.00
	COMPASS MINERALS AMERICA INC	00013	906789	287357	09/12/17	24,921.52
	COMPASS MINERALS AMERICA INC	00013	906789	287357	09/12/17	562.56
	COMPASS MINERALS AMERICA INC	00013	906790	287357	09/12/17	25,232.48
	ICON ENGINEERING INC	00013	906228	286857	09/05/17	13,392.55
	ICON ENGINEERING INC	00013	906802	287357	09/12/17	8,906.95
	IMS	00013	906785	287357	09/12/17	2,500.00
	LOBO LLC	00013	906800	287357	09/12/17	520.00
	UNION PACIFIC RAILROAD COMPANY	00013	906810	287357	09/12/17	247.28
	UNIVERSAL FIELD SERVICES INC	00013	906231	286857	09/05/17	6,777.13
	W L CONTRACTORS INC	00013	906217	286857	09/05/17	1,847.21
					Account Total	158,712.27
				De	partment Total	158,712.27

44

Page -

2004	Sheriff Training	Fund	Voucher	Batch No	GL Date	Amount
	Other Professional Serv					
	SHRED IT USA LLC	00001	906486	287018	09/07/17	40.45
					Account Total	40.45
				De	epartment Total	40.45

45

Page -

2014	Sheriff-Professional Standards	Fund	Voucher	Batch No	GL Date	Amount
	Other Communications					
	VERIZON WIRELESS	00001	906491	287018	09/07/17	266.61
					Account Total	266.61
]	Department Total	266.61

46

Page -

7	Stormwater Utility Fund	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	COLO DEPT OF PUBLIC HEALTH & E	00007	906801	287357	09/12/17	2,020.00
					Account Total	2,020.00
				D	epartment Total	2,020.00

47

Page -

2008	SHF - Training Academy	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	906420	287018	09/07/17	778.68
					Account Total	778.68
	Other Professional Serv					
	SHRED IT USA LLC	00001	906486	287018	09/07/17	40.45
					Account Total	40.45
	Uniforms & Cleaning					
	ADAMSON POLICE PRODUCTS	00001	906593	287018	09/07/17	110.00
					Account Total	110.00
				D	epartment Total	929.13

Vendor Payment Report

48

Page -

2011	SHF- Admin Services Division	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	GURARIE MAYA	00001	906478	287018	09/07/17	111.82
					Account Total	111.82
	Operating Supplies					
	ARAMARK REFRESHMENT SERVICES	00001	906417	287018	09/07/17	904.79
	DS WATERS OF AMERICA INC	00001	906419	287018	09/07/17	91.65
	E-470 PUBLIC HIGHWAY AUTHORITY	00001	906473	287018	09/07/17	14.80
	ERGOMETRICS & APPLIED PERSONNE	00001	906474	287018	09/07/17	2,408.60
	E470 PUBLIC HIGHWAY AUTHORITY	00001	906440	287018	09/07/17	3.80
	SYMBOL ARTS	00001	906489	287018	09/07/17	700.00
					Account Total	4,123.64
	Other Communications					
	VERIZON WIRELESS	00001	906491	287018	09/07/17	483.96
					Account Total	483.96
	Other Professional Serv					
	SHRED IT USA LLC	00001	906487	287018	09/07/17	100.00
					Account Total	100.00
	Public Relations					
	CIVIL AIR PATROL MAGAZINE	00001	906596	287018	09/07/17	295.00
					Account Total	295.00
	Software and Licensing					
	PUBLIC SAFETY SOFTWARE GROUP	00001	906479	287018	09/07/17	534.00
					Account Total	534.00
				D	epartment Total	5,648.42

49

Page -

2015	SHF- Civil Section	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Other Communications					
	VERIZON WIRELESS	00001	906491	287018	09/07/17	199.36
					Account Total	199.36
				D	epartment Total	199.36

50

Page -

2016	SHF- Detective Division	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	906477	287018	09/07/17	247.64
					Account Total	247.64
	Medical Services					
	DENVER HEALTH & HOSPITAL AUTHO	00001	906422	287018	09/07/17	680.00
					Account Total	680.00
	Operating Supplies					
	E-470 PUBLIC HIGHWAY AUTHORITY	00001	906473	287018	09/07/17	7.96
					Account Total	7.96
	Other Professional Serv					
	SHRED IT USA LLC	00001	906482	287018	09/07/17	112.50
					Account Total	112.50
				Ε	epartment Total	1,048.10

15:15:02

51

County of Adams **Vendor Payment Report**

2071	SHF- Detention Facility	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Food Services					
	SUMMIT FOOD SERVICE LLC	00001	906600	287018	09/07/17	29.02
					Account Total	29.02
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	906477	287018	09/07/17	424.76
					Account Total	424.76
	Office Furniture					
	ERGONOMIC SOLUTIONS LLC	00001	906494	287018	09/07/17	384.00
					Account Total	384.00
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	906597	287018	09/07/17	107.20
	DS WATERS OF AMERICA INC	00001	906598	287018	09/07/17	29.17
	DS WATERS OF AMERICA INC	00001	906599	287018	09/07/17	529.52
	E-470 PUBLIC HIGHWAY AUTHORITY	00001	906473	287018	09/07/17	70.65
	E470 PUBLIC HIGHWAY AUTHORITY	00001	906440	287018	09/07/17	78.50
	E470 PUBLIC HIGHWAY AUTHORITY	00001	906440	287018	09/07/17	30.00
	SHRED IT USA LLC	00001	906483	287018	09/07/17	127.20
	SHRED IT USA LLC	00001	906484	287018	09/07/17	60.00
	SUMMIT FOOD SERVICE LLC	00001	906488	287018	09/07/17	80.16
	SUMMIT FOOD SERVICE LLC	00001	906600	287018	09/07/17	188.58
					Account Total	1,300.98
	Other Communications					
	VERIZON WIRELESS	00001	906491	287018	09/07/17	298.01
					Account Total	298.01
	Other Repair & Maint					
	ALL STAR HOOD CLEANING	00001	906595	287018	09/07/17	2,995.00
					Account Total	2,995.00
	Security Service					
	DENVER HEALTH & HOSPITAL AUTHO	00001	906421	287018	09/07/17	960.00
					Account Total	960.00
	Uniforms & Cleaning					
	ADAMSON POLICE PRODUCTS	00001	906591	287018	09/07/17	103.00
	ADAMSON POLICE PRODUCTS	00001	906592	287018	09/07/17	133.00

52

Page -

Vendor Payment Report

2071SHF- Detention FacilityFundVoucherBatch NoGL DateAmountAccount Total236.00Department Total6,627.77

53

Page -

2072	SHF- Justice Center	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Other Communications					
	VERIZON WIRELESS	00001	906491	287018	09/07/17	29.27
					Account Total	29.27
				De	epartment Total	29.27

54

Page -

2010	SHF- MIS Unit	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Other Communications					
	VERIZON WIRELESS	00001	906491	287018	09/07/17	62.44
					Account Total	62.44
				D	epartment Total	62.44

55

Page -

2017	SHF- Patrol Division	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	906477	287018	09/07/17	104.14
					Account Total	104.14
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	906493	287018	09/07/17	168.89
	E-470 PUBLIC HIGHWAY AUTHORITY	00001	906472	287018	09/07/17	10.98
	E-470 PUBLIC HIGHWAY AUTHORITY	00001	906473	287018	09/07/17	49.86
					Account Total	229.73
	Other Communications					
	COMCAST CABLE	00001	906492	287018	09/07/17	1.06
	LEXISNEXIS RISK SOLUTIONS	00001	906475	287018	09/07/17	100.79
	VERIZON WIRELESS	00001	906491	287018	09/07/17	805.28
					Account Total	907.13
	Other Professional Serv					
	SHRED IT USA LLC	00001	906482	287018	09/07/17	112.50
					Account Total	112.50
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	906418	287018	09/07/17	80.00
					Account Total	80.00
	Uniforms & Cleaning					
	ADAMSON POLICE PRODUCTS	00001	906594	287018	09/07/17	35.00
	REEVES COMPANY INC	00001	906480	287018	09/07/17	31.25
	REEVES COMPANY INC	00001	906481	287018	09/07/17	25.27
					Account Total	91.52
				Ι	Department Total	1,525.02

56

Page -

2018	SHF- Records/Warrants Section	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Operating Supplies					
	FIRST CHOICE COFFEE SERVICES	00001	906476	287018	09/07/17	191.95
	SHRED IT USA LLC	00001	906485	287018	09/07/17	127.50
					Account Total	319.45
	Other Communications					
	VERIZON WIRELESS	00001	906491	287018	09/07/17	40.01
					Account Total	40.01
				De	epartment Total	359.46

57

Page -

2005	SHF- TAC Section	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Other Communications					
	VERIZON WIRELESS	00001	906491	287018	09/07/17	152.09
					Account Total	152.09
				Ι	Department Total	152.09

58

Page -

3031	Transportation Opers & Maint	Fund	Voucher	Batch No	GL Date	Amount
	Gravel & Recycled Material					
	ASPHALT SPECIALTIES CO INC	00013	906604	287082	09/07/17	.05
	ASPHALT SPECIALTIES CO INC	00013	906605	287082	09/07/17	.03
					Account Total	.08
				D	epartment Total	.08

59

Page -

97800	Wagner-Peyser	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Other Communications					
	CENTURYLINK	00035	906339	286901	09/06/17	86.94
					Account Total	86.94
				D	epartment Total	86.94

60

Page -

35	Workforce & Business Center	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	COMPUTER SYSTEMS DESIGN	00035	906775	287357	09/12/17	4,800.00
					Account Total	4,800.00
				D	epartment Total	4,800.00

R5504001 County of Adams 09/15/17 15:15:02

61

Page -

Vendor Payment Report

99600	WBC Admin Pool	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Other Communications					
	CENTURYLINK	00035	906339	286901	09/06/17	43.19
					Account Total	43.19
				Ι	Department Total	43.19

R5504001 County of Adams 09/15/17 15:15:02

62

Page -

Vendor Payment Report

97500	WIOA YOUTH OLDER	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Supp Svcs-Housing Expenses					
	HUGHES STATION	00035	906337	286901	09/06/17	846.00
					Account Total	846.00
	Supp Svcs-Incentives					
	EVANS ELAINE	00035	906655	287247	09/11/17	25.00
	JANICH JAMES	00035	906338	286901	09/06/17	20.00
	JANICH JAMES	00035	906656	287247	09/11/17	25.00
					Account Total	70.00
					Department Total	916.00

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County of Adams

Vendor Payment Report

09/15/17

Page -

.

15:15:02

63

Grand Total

1,017,182.76

MINUTES OF COMMISSIONERS' PROCEEDINGS FOR TUESDAY, SEPTEMBER 19, 2017

1. ROLL CALL

Present: All Commissioners present.

Excused:

- 2. PLEDGE OF ALLEGIANCE (09:08 AM)
- 3. MOTION TO APPROVE AGENDA (09:08 AM)
 Motion to Approve 3. MOTION TO APPROVE AGENDA Moved by Mary Hodge,
 seconded by Steve O'Dorisio, unanimously carried.
- 4. AWARDS AND PRESENTATIONS (09:08 AM)
- 5. PUBLIC COMMENT (09:08 AM)
- A. Citizen Communication

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

- B. Elected Officials' Communication (09:09 AM)
- 6. CONSENT CALENDAR (09:09 AM)
 - A. 17-670 List of Expenditures Under the Dates of September 6-8, 2017
 - B. 17-669 Minutes of the Commissioners' Proceedings from September 12, 2017
 - C. 17-668 Adams County Treasurer's Summary August 1-31, 2017
 - D. 17-662 Resolution Accepting a Warranty Deed from Patrick Henry Disner and Kathleen L. Disner, aka Kathleen L. Disner, to Adams County Conveying Property for Right-of-Way Purposes (File was approved by ELT)
 - E. 17-663 Resolution Accepting Deeds Conveying Permanent Drainage Easements to Adams County for the Washington Street Improvements Project Phase III (File was approved by ELT)

Motion to Approve 6. CONSENT CALENDAR Moved by Charles "Chaz" Tedesco, seconded by Mary Hodge, unanimously carried.

- 7. NEW BUSINESS (09:10 AM)
- A. COUNTY MANAGER (09:10 AM)
 - 17-658 Resolution Approving Amendment One to the Contract between Adams County and Martin Marietta Materials (File was approved by ELT) (09:10 AM)
 Motion to Approve 1. 17-658 Resolution Approving Amendment One to the Contract between Adams County and Martin Marietta Materials (File was approved by ELT) Moved by Charles "Chaz" Tedesco, seconded by Mary

Hodge, unanimously carried.

B. COUNTY ATTORNEY (09:12 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 Tax Incentives (09:12 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 Tax Incentives Moved by Mary Hodge, seconded by Charles "Chaz" Tedesco, unanimously carried.

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

Motion to Approve Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Instructing Negotiators Regarding Forbes and Nosewicz Cases Moved by Charles "Chaz" Tedesco, seconded by Mary Hodge, unanimously carried.

- 9. LAND USE HEARINGS (09:13 AM)
- A. Cases to be Heard (09:13 AM)
 - 17-661 RCU2016-00005 Kiowa Creek Paintball (File was approved by ELT) (09:13 AM) Motion to Approve 1. 17-661 RCU2016-00005 Kiowa Creek Paintball (File was approved by ELT) Moved by Steve O'Dorisio, seconded by Mary Hodge, unanimously carried.

10.ADJOURNMENT (09:28 AM)

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 26, 2017
SUBJECT: Amendment to Pomponio Terrace Filing 1 Subdivision Improvements Agreement
FROM: Kristin Sullivan, Director, Community and Economic Development Department
AGENCY/DEPARTMENT: Community and Economic Development
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves an amendment to the Subdivision Improvement Agreement with Pomponio Terrace Holdings, LLC for the development of the Pomponio Terrace Filing 1.

BACKGROUND:

The applicant, Pomponio Terrace Holdings, LLC, is requesting an amendment to the Subdivision Improvement Agreement for Filing 1 of the Pomponio Terrace Subdivision. The Board of County Commissioners (BoCC) approved a final plat and subdivision improvements agreement for Filing 1 of the Subdivision on December 13, 2016. Exhibit B of the Subdivision Improvements Agreement describes required improvements for development of the subdivision.

The purpose of this SIA amendment is to modify the construction phasing from the previously approved SIA. The previous SIA was approved to allow two phases. The agreement for the first phase allowed issuance of building permits after construction of all public improvements, except construction of the final layer of asphalt on all roads within the filing. However, the agreement prohibited issuance of certificates of occupancy for any buildings within the filing (Filing1), until completion of the final layer of asphalt on all internal roads within the development, which was scheduled to be completed in the phase II of the SIA.

The developer is requesting to amend the phases of the SIA to allow for construction of the development to proceed in three (3) phases, instead of the two phases previously approved. The purpose for this modification is to allow construction of four (4) model homes in the first phase prior to completing public improvements in the entire filing. This is to allow the developer to showcase the development and begin selling lots while the subdivision is still under construction.

Revised 06/2016 Page 1 of 3

Construction of public improvements in the Subdivision is proposed as follows:

- <u>Phase 1</u>: Building permits may be issued for four model home lots after completion and preliminary acceptance of all public improvements, except for the final top lift of asphalt for all internal road serving Lots 4 and 5, Block 2, and Lots 1 and 2, Block 5. No certificates of occupancy will be issued on the model home lots until the County grants preliminary acceptance for the final top layer of asphalt for all the streets that provide access to the model home lots.
- <u>Phase 2</u>: Consists of constructing all public improvements, except for the final top layer of asphalt, for the remainder of lots in Filing 1. Building permits may be issued upon preliminary acceptance of Phase 2 improvements.
- <u>Phase 3</u>: Consists of constructing the final top layer of asphalt on all public roads within Filing 1. Certificates of Occupancy shall not be issued until preliminary acceptance of all public improvements is granted.

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

As a requirement of the Subdivision Improvements Agreement, the Developer has furnished to the County a performance bond, releasable only by the County, to guarantee compliance with this Agreement. Said collateral is in the amount of one million, three hundred and five thousand, and six hundred and fifty-eight dollars (\$1,305,658.00)

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development and Public Works Departments

ATTACHED DOCUMENTS:

Resolution approving the First Amended and Restated Subdivision Improvements Agreement for Pomponio Terrace Filing 1.

First Amended and Restated Subdivision Improvements Agreement

Revised 06/2016 Page 2 of 3

FISCAL IMPACT:

Please check if there is no fiscal section below.	impact ⊠. If	there is fisc	al impact, pl	ease fully comp	plete the
Fund:					
Cost Center:					
			Object Account	Subledger	Amount
Current Budgeted Revenue:					
Additional Revenue not included in	Current Budge	t:			
Total Revenues:				_	
		r			
			Object Account	Subledger	Amount
Current Budgeted Operating Expend					
Add'l Operating Expenditure not inc		nt Budget:			
Current Budgeted Capital Expenditu		_			
Add'l Capital Expenditure not inclu	ded in Current	Budget:			
Total Expenditures:				=	
New FTEs requested:	YES	⊠ NO			
Future Amendment Needed:	YES	⊠ NO			
Additional Note:					

Revised 06/2016 Page 3 of 3

RESOLUTION APPROVING A FIRST AMENDED AND RESTATED SUBDIVISION IMPROVEMENTS AGREEMENT BETWEEN ADAMS COUNTY AND POMPONIO TERRACE HOLDINGS LLC FOR POMPONIO TERRACE FILING 1

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

WHEREAS, on December 13, 2016, the Board of County Commissioners, in Case No. PRC2016-00004, Pomponio Terrace, approved a Major Subdivision (Final Plat) to allow 74 lots on approximately 11.791 acres in the P-U-D, Planned Unit Development zone district; and,

WHEREAS, the Board of County Commissioners approved the Subdivision Improvements Agreement for Pomponio Terrace Filing No. 1 at public hearing on December 13, 2016, recorded in the public records of Adams County, Colorado at Reception No. 2016000110280 ("2016 Agreement"); and,

WHEREAS, the Developer desires to amend and restate the 2016 Agreement to add a third phase to the development, to allow the first phase to be reduced to four model homes and related public and private improvements; and,

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

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the attached First Amended and Restated Subdivision Improvements Agreement for Pomponio Terrace Filing 1, Case No. PRC2016-00004.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the First Amended and Restated Subdivision Improvements Agreement between Adams County and Pomponio Terrace Holdings LLC for Pomponio Terrace Filing 1, Case No. PRC2016-00004, a copy of which is attached hereto and incorporated herein by this reference, be approved.

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

FIRST AMENDED AND RESTATED SUBDIVISION IMPROVEMENTS AGREEMENT

THIS FIRST AMENDED AND RESTATED SUBDIVISION IMPROVEMENTS AGREEMENT ("<u>Agreement</u>") is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "<u>County</u>," and Pomponio Terrace Holdings LLC, a Colorado Limited Liability Company, hereinafter called "<u>Developer</u>."

WITNESSETH:

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

WHEREAS, in furtherance of the development of the Developer Property, the Developer and the County entered into that certain Subdivision Improvements Agreement dated December 13, 2016, recorded in the public records of Adams County, Colorado at Reception No. 2016000110280 ("2016 Agreement").

WHEREAS, No building permits may be issued for the development until collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners, the final plat has been approved by the BoCC, and the improvements described in Exhibit "B" have been preliminarily accepted by the Public Works Department.

WHEREAS, upon execution of the 2016 Agreement, Developer furnished to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with the 2016 Agreement.

WHEREAS, Said collateral was in the amount of \$1,305,658.00, which amount included twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation, and said collateral is sufficient to cover all improvements that are detailed in this Agreement.

WHEREAS, the final plat that is the subject of this Agreement is approved is approved.

WHEREAS, acceptance of the improvements described in Exhibit "B" is subject to the terms and conditions of this Agreement.

WHEREAS, Upon approval of the 2016 Agreement by the Board of County Commissioners, the Developer conveyed by warranty deed to the County of Adams the following described land for right-of-way or other public purposes: West 68th Avenue, West 69th Avenue, Eliot Street, and Decatur Street, and therefore no further dedications are required for this Agreement.

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

WHEREAS, the Developer and the County desire to amend and restate the 2016 Agreement to add a third phase to the development, to allow the first phase to be reduced to four model homes and related public and private improvements.

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

- 1. **Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on **Exhibit B** attached hereto, and by this reference made a part hereof.
- 2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on **Exhibit B** for approval by the County. Upon request, the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs to the County.
- 3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on **Exhibit B**. Developer will construct the improvements in three phases. First, Developer will construct the water and sewer facilities and street improvements necessary to serve and provide access to Lots 4 and 5, Block 2, and Lots 1 and 2, Block 5, Pomponio Terrace Subdivision Filing No. 1 (the "Phase One Improvements"). Second, Developer will construct the balance of the improvements described in **Exhibit B**, except for the final/top lift of asphalt on the roads described in **Exhibit B** (the "Phase Two and Three Improvements"). Third, the Developer will install the final/top lift of asphalt on all roads described in **Exhibit B** (the "Phase Three Improvements"), in conjunction with the construction of residential dwellings within Pomponio Terrace Subdivision Filing No. 1. The Phase One Improvements, Phase Two Improvements, and Phase Three Improvements are collectively referred to herein as "Public Improvements."
- 4. **Time for Completion.** The Public Improvements shall be completed according to the terms of this Agreement within "construction completion date" appearing in **Exhibit B.** The Director of the Community and Economic Department may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit B for a period not to exceed 180 days. Any extension greater than 180 days shall only be approved by the BoCC. Any extension of time shall be in written form only.

5. Guarantee of Compliance.

- a. <u>Collateral.</u> As stated in the fourth and fifth recitals to this Agreement, Developer has provided all appropriate collateral for this Agreement.
- b. Phased <u>Release of Collateral.</u> Upon approval of the final plat, completion of all of the Public Improvements (constructed according to the terms of this Agreement), and preliminary acceptance of all of the Public Improvements by the Public Works Department in accordance with section 5-02-05-01 of the County's Development Standards and Regulations, a reasonable part of the collateral shall be released. Completion

of the Public Improvements shall be determined solely by the County. A reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of Public Improvements for a period of one year from the date of completion. All of the collateral shall be released upon final acceptance of all of the Public Improvements.

6. Preliminary Acceptance of Public Improvements; Relationship to Building Permits and Certificates of Occupancy.

- a. Phase One Improvements (Improvements Related to Model Homes). When the Developer has completed construction of the Phase One Improvements, it will provide the County with written notice of such completion. After preliminary acceptance of the Phase One Improvements, the County may issue building permits for the construction of residential dwellings on Lots 4 and 5, Block 2, and Lots 1 and 2, Block 5, Pomponio Terrace Subdivision Filing No. 1 (collectively "Model Homes"), after receipt of proper application for such a building permit. The issuance of certificates of occupancy for the Model Homes may be granted only after the County grants preliminary acceptance for a top lift of asphalt over the streets that provide access to the Model Homes.
- b. <u>Phase Two Improvements (Subdivision Improvements, Except Top Lift of Asphalt)</u>. When the Developer has completed construction of the Phase Two Improvements, it will provide the County with written notice of such completion. After granting Preliminary Acceptance for the Phase Two Improvements, the County may issue building permits for the construction of remaining residential dwellings (other than the Model Homes described in Section 6a, above) within Pomponio Terrace Subdivision Filing No. 1 upon receipt of proper application for such building permits.
- c. <u>Phase Three Improvements (Top Lift of Asphalt)</u>. When the Developer has completed construction of the Phase Three Improvements, it will provide the County with written notice of such completion. The County will then inspect and grant Preliminary Acceptance of all of the Public Improvements, and the one (1) year warranty period for all of the Public Improvements shall commence. Certificates of occupancy for buildings other than the model homes (addressed in subsection 6a above) shall not be issued until Preliminary Acceptance of all Public Improvements.
- 7. **Final Acceptance**. Upon the completion of the one (1) year warranty period for the Public Improvements (see Section 8, below), the Developer will request that the County issue Final Acceptance for all of the Public Improvements.
- 8. Acceptance and Maintenance of Public Improvements. All improvements designated "public" on <u>Exhibit B</u> shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense.

In the case of an emergency such written notice may be waived.

- 9. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in **Exhibit A** attached hereto.
- 10. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

A. **Improvements.**

<u>Public Improvements</u>: See <u>Exhibit B</u> for description, estimated quantities and estimated construction costs. The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and time schedule as indicated in **Exhibit B**.

Private Improvements: None

B. **Public dedication of land for right-of-way purposes or other public purposes.** Upon approval of the 2016 Agreement by the Board of County Commissioners, the Developer conveyed by warranty deed to the County of Adams the following described land for right-of-way or other public purposes: West 68th Avenue, West 69th Avenue, Eliot Street, and Decatur Street. No further dedications are required for this Agreement.

Developer:

Pomponio Terrace Holdings LLC, a Colorado limited liability company

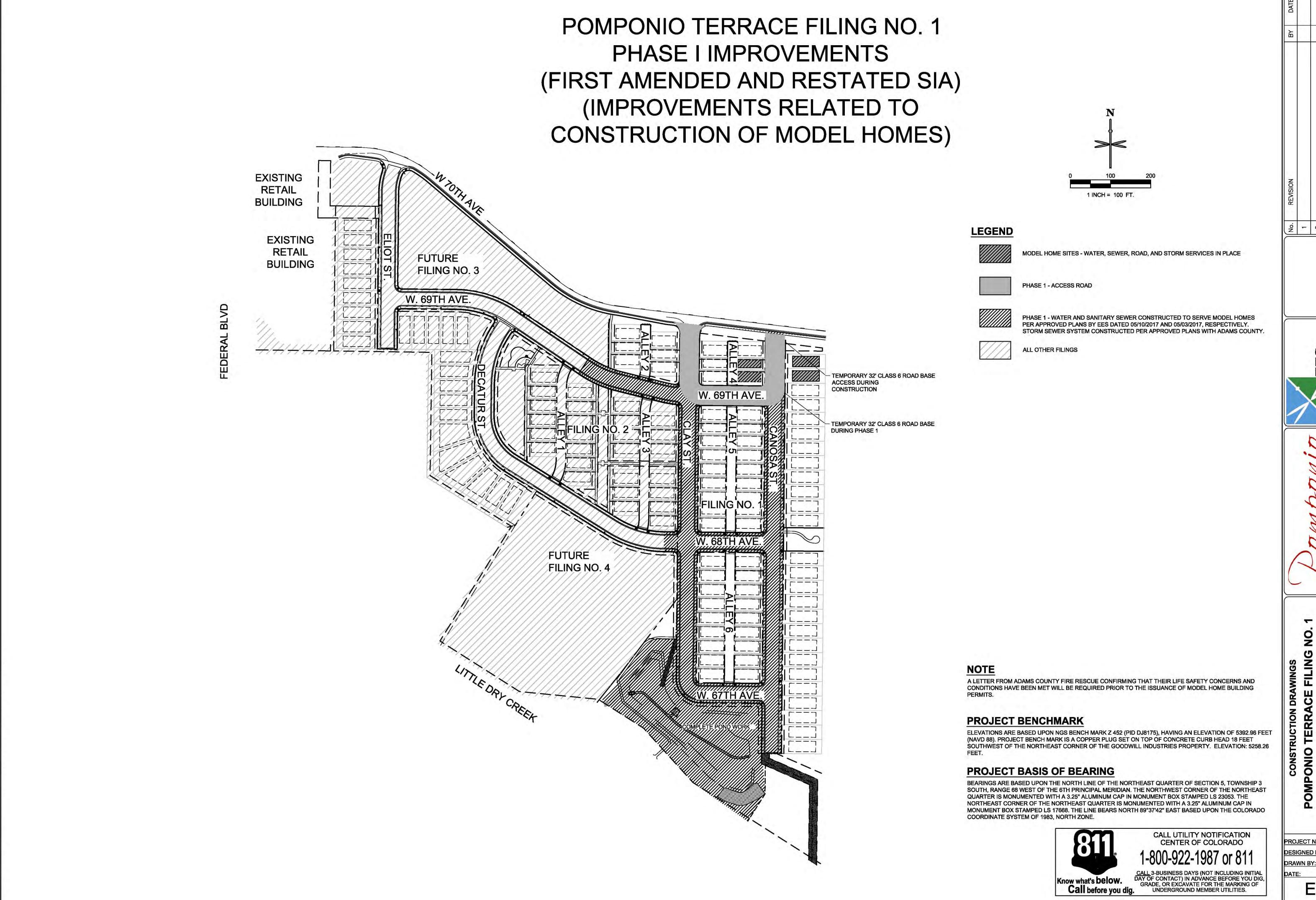
By:	By:
Name:	Name:
Title:	Title:
State of Colorado	}
County of	} ss. }
	vledged before me this day of as manager a Colorado limited liability company.
Witness my hand and official seal. My commission expires:	J. P. J.
	Notary Public

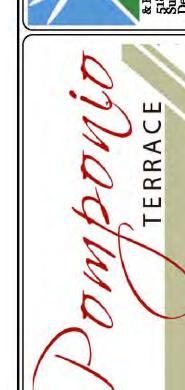
APPROVED BY resolution at the meeting of, 2017.
Collateral to guarantee compliance with this agreement and construction of public improvements was previously <u>provided and accepted by the County pursuant to the 2016 Agreement</u> in the amount of \$1,305,658.00, in a form acceptable to the Board of County Commissioners.
ATTEST:
Clerk of the Board
BOARD OF COUNTY COMMISSIONERS ADAMS COUNTY, COLORADO

EXHIBIT A

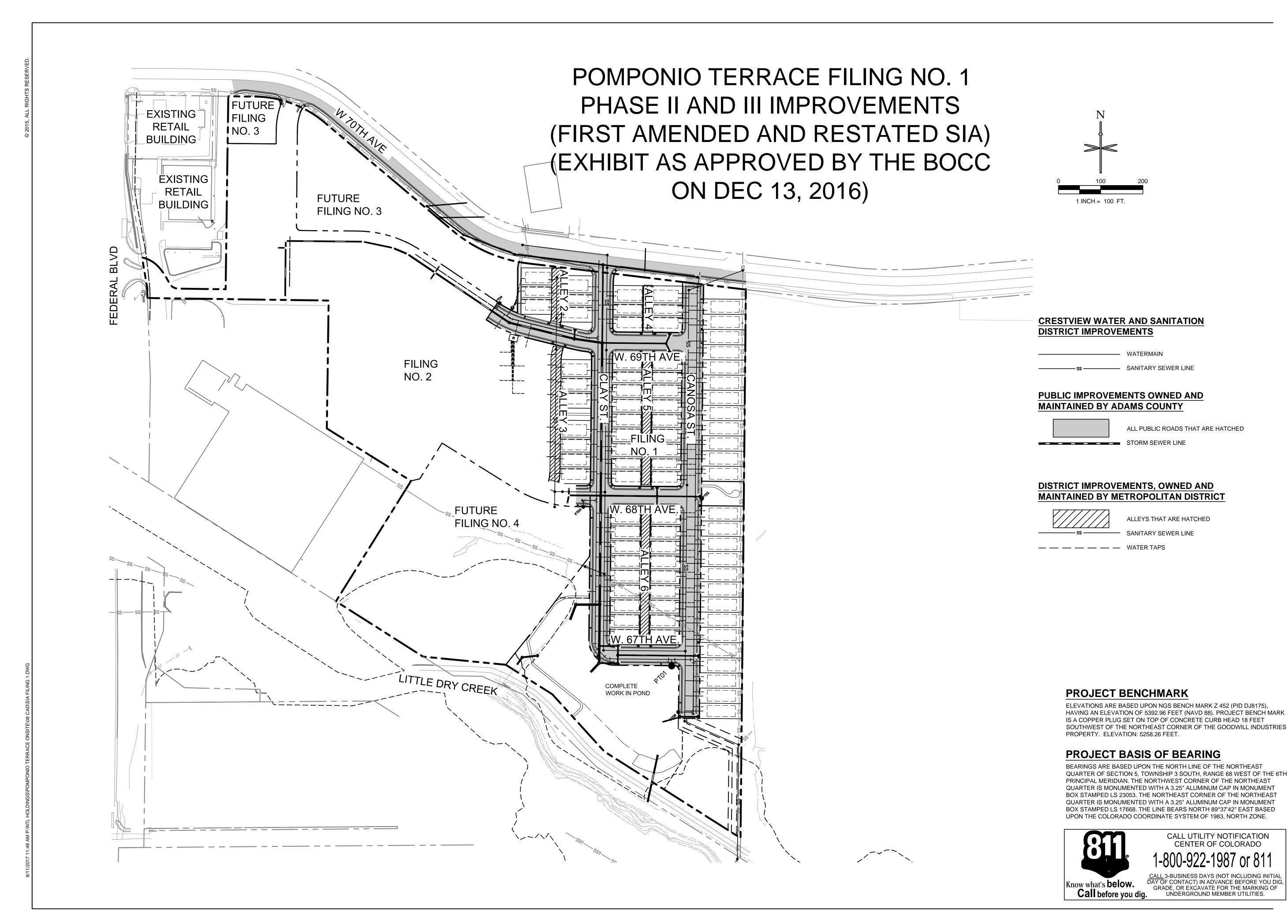
Legal Description: POMPONIO TERRACE SUBDIVISION FILING NO. 1

EXHIBIT B





EXH-1





SUBDIVISION

DESIGNED BY DRAWN BY:

EXH-2

FILING 1 - Canosa St.

This estimate is prepared as a guide and is subject to possible changes. It has been prepared to a standard of accuracy that, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purpose of this estimate. Entitlement and Engineering Solutions, Inc. (EES) makes no warranty, either expressed or implied, as to the accuracy of this estimate.



Entitlement and Engineering Solutions, Inc. 518 17th Street, Suite 1575 Denver, CO 80202

Contact: Joshua R. Root Ph. 303-572-7997 Original Preparation: 8/1/2016

Revised:

Project: Pomponio Terrace Filing 1

Project Location: Adams County, CO

Interior Roadway Improvements	<u> </u>	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
6" Vertical Curb and Gutter (2' Pan)		1,782	\$12.00	LF	\$21,384.00		3, 3, 3, 3, 3, 3, 3, 3, 3, 3, 3, 3, 3, 3
Subgrade Prep at Sidewalk and Road	•	3,788	\$3.00	CY	\$11,364.00		
5' Wide Concrete Walk		8,910	\$3.75	SF	\$33,412.50		
Curb Return with Handicap Ramp (17' Ra	adius)	6	\$604.00	EA	\$3,624.00		
Handicap Ramp (18' Length)		3	\$473.00	EA	\$1,419.00		
Asphalt (Full Depth 6.5")		3,637	\$26.00	SY	\$94,562.00		
CTODA DDA MAGE	SUBTOTAL		No. 24 Bud			\$165,765.50	
STORM DRAINAGE	SUBTOTAL	Quantity	Unit Price	Unit	Unit Cost	\$165,765.50 Subtotal	Comments/Assumptions
18" RCP Pipe	SUBTOTAL		\$62.40	LF	\$2,246.40		Comments/Assumptions
	SUBTOTAL	Quantity					Comments/Assumptions
18" RCP Pipe	SUBTOTAL	Quantity 36 2	\$62.40	LF	\$2,246.40		Comments/Assumptions

FILING 1 - Clay St.

This estimate is prepared as a guide and is subject to possible changes. It has been prepared to a standard of accuracy that, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purpose of this estimate. Entitlement and Engineering Solutions, Inc. (EES) makes no warranty, either expressed or implied, as to the accuracy of this estimate.



Entitlement and Engineering Solutions, Inc. 518 17th Street, Suite 1575 Denver, CO 80202

Contact: Joshua R. Root Ph. 303-572-7997 Original Preparation: 8/1/2016

Revised:

Project: Pomponio Terrace Filing 1

Project Location: Adams County, CO

1,461 3,372 2,435 10	\$12.00 \$3.00 \$3.75	LF CY SF	\$17,532.00 \$10,116.00	
2,435	\$3.75			
		SE	4	
10		31	\$9,131.25	
	\$604.00	EA	\$6,040.00	
3,237	\$26.00	SY	\$84,162.00	
				\$126,981.25
Quantity	Unit Price	Unit	Unit Cost	Subtotal Comments/Assumptions
185	\$62.40	LF	\$11,544.00	
98	\$69.60	LF	\$6,820.80	
362	\$114.00	LF	\$41,268.00	
258	\$174.00	LF	\$44,892.00	
1	\$3,120.00	EA	\$3,120.00	
3	\$3,120.00	EA	\$9,360.00	
				\$117,004.80
	185 98 362	185 \$62.40 98 \$69.60 362 \$114.00 258 \$174.00 1 \$3,120.00	185 \$62.40 LF 98 \$69.60 LF 362 \$114.00 LF 258 \$174.00 LF 1 \$3,120.00 EA	185 \$62.40 LF \$11,544.00 98 \$69.60 LF \$6,820.80 362 \$114.00 LF \$41,268.00 258 \$174.00 LF \$44,892.00 1 \$3,120.00 EA \$3,120.00

FILING 1 - W 67th Ave.

This estimate is prepared as a guide and is subject to possible changes. It has been prepared to a standard of accuracy that, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purpose of this estimate. Entitlement and Engineering Solutions, Inc. (EES) makes no warranty, either expressed or implied, as to the accuracy of this estimate.



Entitlement and Engineering Solutions, Inc. 518 17th Street, Suite 1575 Denver, CO 80202

Contact: Joshua R. Root Ph. 303-572-7997 Original Preparation: 8/1/2016

Revised:

Project: Pomponio Terrace Filing 1

Project Location: Adams County, CO

Interior Roadway Improvements	Quantity	Unit Price	Unit	Unit Cost	Subtotal	 Comments/Assumptions
6" Vertical Curb and Gutter (2' Pan)	290	\$12.00	LF	\$3,480.00		
Subgrade Prep at Sidewalk and Road	785	\$3.00	CY	\$2,355.00		
5' Wide Concrete Walk	1,450	\$3.75	SF	\$5,437.50		
Curb Return with Handicap Ramp (17' Radius)	2	\$604.00	EA	\$1,208.00		
Alley Curb Cut/Approach	1	\$840.00	EA	\$840.00		
Asphalt (Full Depth 6.5")	754	\$26.00	SY	\$19,604.00		
SUBTOTA	L				\$32,924.50	
TRAFFIC SIGNAGE AND STRIPING	Quantity	Unit Price	Unit	Unit Cost	Subtotal	 Comments/Assumptions
Road Name Signs	2	\$250.00	EA	\$500.00		
Stop Signs	1	\$250.00	EA	\$250.00		
Roadway Sign	2	\$250.00	EA	\$500.00		
SUBTOTA	L				\$1,250.00	
STORM DRAINAGE	Quantity	Unit Price	Unit	Unit Cost	Subtotal	 Comments/Assumptions
18" RCP Pipe	224	\$62.40	LF	\$13,977.60		···········
24" RCP Pipe	41	\$69.60	LF	\$2,853.60		
5' DIA Manhole	2	\$3,120.00	EA	\$6,240.00		
Inlet Structure (Type R - 5 foot)	3	\$4,320.00	EA	\$12,960.00		
SUBTOTA	ıL				\$36,031.20	
				Total	\$70,205.70	

FILING 1 - Decatur St/W. 68th Ave.

This estimate is prepared as a guide and is subject to possible changes. It has been prepared to a standard of accuracy that, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purpose of this estimate. Entitlement and Engineering Solutions, Inc. (EES) makes no warranty, either expressed or implied, as to the accuracy of this estimate.



Entitlement and Engineering Solutions, Inc. 518 17th Street, Suite 1575 Denver, CO 80202 Contact: Joshua R. Root

Ph. 303-572-7997

Original Preparation: 8/1/2016

Revised:

Project: Pomponio Terrace Filing 1

Project Location: Adams County, CO

Interior Roadway Improvements	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
6" Vertical Curb and Gutter (2' Pan)	290	\$12.00	ĹF	\$3,480.00		
Subgrade Prep at Sidewalk and Road	884	\$3.00	CY	\$2,652.00		
5' Wide Concrete Walk	1,450	\$3.75	SF	\$5,437.50		
Alley Curb Cut/Approach	2	\$840.00	EA	\$1,680.00		
Asphalt (Full Depth 6.5")	849	\$26.00	SY	\$22,074.00		
SUB	TOTAL				\$35,323.50	
TRAFFIC SIGNAGE AND STRIPING	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Road Name Signs	4	\$250.00	EA	\$1,000.00		
Stop Signs	3	\$250.00	EA	\$750.00		
SUB	TOTAL			***	\$1,750.00	
STORM DRAINAGE	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
18" RCP Pipe	135	\$62.40	LF	\$8,424.00		
24" RCP Pipe	209	\$69.60	LF	\$14,546.40		
Inlet Structure (Type R - 5 foot)	1	\$4,320.00	EA	\$4,320.00		
Inlet Structure (Type R - 10 foot)	3	\$5,880.00	EA	\$17,640.00		
SUB	TOTAL				\$44,930.40	
				Total	\$82,003.90	

FILING 1 - W. 69th Ave.

This estimate is prepared as a guide and is subject to possible changes. It has been prepared to a standard of accuracy that, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purpose of this estimate. Entitlement and Engineering Solutions, Inc. (EES) makes no warranty, either expressed or implied, as to the accuracy of this estimate.



Entitlement and Engineering Solutions, Inc. 518 17th Street, Suite 1575 Denver, CO 80202

Contact: Joshua R. Root Ph. 303-572-7997 Original Preparation: 8/1/2016

Revised:

Project: Pomponio Terrace Filing 1

Project Location: Adams County, CO

	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
6" Vertical Curb and Gutter (2' Pan)	610	\$12.00	LF	\$7,320.00		
Subgrade Prep at Sidewalk and Road	1,603	\$3.00	CY	\$4,809.00		
5' Wide Concrete Walk	3,050	\$3.75	SF	\$11,437.50		
Alley Curb Cut/Approach	4	\$840.00	EA	\$3,360.00		
Asphalt (Full Depth 6.5")	1,539	\$26.00	SY	\$40,014.00		
SUBTO	TAL				\$66,940.50	
TRAFFIC SIGNAGE AND STRIPING	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Road Name Signs	4	\$250.00	EΑ	\$1,000.00		
Stop Signs	3	\$250.00	EA	\$750.00		
SUBTO:	TAL				\$1,750.00	
ETORAS DRAINIÁGE	Committee	Heis Peter		Unit Cont	Cubental	C
	Quantity 209	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
18" RCP Pipe	209	\$62.40	LF	\$13,041.60	Subtotal	Comments/Assumptions
18" RCP Pipe 24" RCP Pipe	209 36	\$62.40 \$69.60	LF LF	\$13,041.60 \$2,505.60	Subtotal	Comments/Assumptions
18" RCP Pipe 24" RCP Pipe 30" RCP Pipe	209 36 288	\$62.40 \$69.60 \$114.00	LF LF LF	\$13,041.60 \$2,505.60 \$32,832.00	Subtotal	Comments/Assumptions
18" RCP Pipe 24" RCP Pipe 30" RCP Pipe Inlet Structure (Type R - 5 foot)	209 36	\$62.40 \$69.60 \$114.00 \$4,320.00	LF LF LF EA	\$13,041.60 \$2,505.60 \$32,832.00 \$12,960.00	Subtotal	Comments/Assumptions
18" RCP Pipe 24" RCP Pipe 30" RCP Pipe Inlet Structure (Type R - 5 foot) Manhole - 4' Diameter	209 36 288	\$62.40 \$69.60 \$114.00 \$4,320.00 \$3,120.00	LF LF LF EA EA	\$13,041.60 \$2,505.60 \$32,832.00 \$12,960.00 \$3,120.00	Subtotal	Comments/Assumptions
STORM DRAINAGE 18" RCP Pipe 24" RCP Pipe 30" RCP Pipe Inlet Structure (Type R - 5 foot) Manhole - 4' Diameter Manhole - 5' Diameter Manhole - 6' Diameter	209 36 288	\$62.40 \$69.60 \$114.00 \$4,320.00	LF LF LF EA	\$13,041.60 \$2,505.60 \$32,832.00 \$12,960.00	Subtotal	Comments/Assumptions
18" RCP Pipe 24" RCP Pipe 30" RCP Pipe Inlet Structure (Type R - 5 foot) Manhole - 4' Diameter Manhole - 5' Diameter	209 36 288 3 1 1	\$62.40 \$69.60 \$114.00 \$4,320.00 \$3,120.00 \$3,120.00	LF LF LF EA EA	\$13,041.60 \$2,505.60 \$32,832.00 \$12,960.00 \$3,120.00 \$3,120.00	Subtotal	Comments/Assumptions

OPINION OF PROBABLE COST - CONCEPTUAL FILING 1 - W. 70th Ave.

This estimate is prepared as a guide and is subject to possible changes. It has been prepared to a standard of accuracy that, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purpose of this estimate. Entitlement and Engineering Solutions, Inc. (EES) makes no warranty, either expressed or implied, as to the accuracy of this estimate.



Entitlement and Engineering Solutions, Inc. 518 17th Street, Suite 1575 Denver, CO 80202 Contact: Joshua R. Root

Ph. 303-572-7997

Original Preparation: 8/1/2016

Revised:

Project: Pomponio Terrace Filing 1

Project Location: Adams County, CO

Roadway Improvements	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
6" Vertical Curb and Gutter (2' Pan)	1,207	\$12.00	LF	\$14,484.00		
Subgrade Prep at Sidewalk and Road	2,861	\$3.00	CY	\$8,583.00		
5' Wide Concrete Walk	6,034	\$3.75	SF	\$22,627.50		
Curb Return with Handicap Ramp (17' Radius)	4	\$604.00	EA	\$2,416.00		
Asphalt (Full Depth 6.5")	3,300	\$26.00	SY	\$85,800.00		
SUBTO	TAL				\$133,910.50	
		Linit Price	Unit	Unit Cost		Comments/Assumptions
STORM DRAINAGE 18" RCP Pipe	Quantity 432	Unit Price \$62.40	Unit LF	Unit Cost \$26,956.80	Subtotal	Comments/Assumptions
STORM DRAINAGE	Quantity					Comments/Assumptions
STORM DRAINAGE 18" RCP Pipe	Quantity	562.40	LF	\$26,956.80		Comments/Assumptions
STORM DRAINAGE 18" RCP Pipe Inlet Structure (Type R - 5 foot)	Quantity 432 2 1	\$62.40 \$4,320.00	LF EA	\$26,956.80 \$8,640.00		Comments/Assumptions

FILING 1 - Detention Pond

This estimate is prepared as a guide and is subject to possible changes. It has been prepared to a standard of accuracy that, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purpose of this estimate. Entitlement and Engineering Solutions, Inc. (EES) makes no warranty, either expressed or implied, as to the accuracy of this estimate.



Entitlement and Engineering Solutions, Inc. 518 17th Street, Suite 1575 Denver, CO 80202

Contact: Joshua R. Root Ph. 303-572-7997 **Original Preparation:**

8/31/2016

Revised:

Project: Pomponio Terrace Filing 1

Project Location: Adams County, CO

Project #: PTH004.01

STORM DRAINAGE	Quantity	Unit Price	Unit	Unit Cost	Subtotal Comments/Assumptions
18" RCP Pipe	40	\$62.40	LF	\$2,496.00	
30" RCP Pipe	60	\$114.00	LF	\$6,840.00	
42" RCP Pipe	39	\$174.00	LF	\$6,786.00	
18" Flared End Section	1	\$740.00	EA	\$740.00	
30" Flared End Section	1	\$1,500.00	EA	\$1,500.00	
42" Flared End Section	1	\$1,500.00	EA	\$1,500.00	
Riprap	9,945	\$8.40	SF	\$83,538.00	
Concrete Trickle Channel	191	\$64.80	LF	\$12,376.80	
Outlet Structure	1	\$24,000.00	EA	\$24,000.00	
6' DIA Manhole	1	\$3,120.00	EA	\$3,120.00	
SUBTOTA	L			·	\$142,896.80

Total

\$142,896.80

FILING 1 - Trail Connection to Little Dry Creek Trail

This estimate is prepared as a guide and is subject to possible changes. It has been prepared to a standard of accuracy that, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purpose of this estimate. Entitlement and Engineering Solutions, Inc. (EES) makes no warranty, either expressed or implied, as to the accuracy of this estimate.



Entitlement and Engineering Solutions, Inc. 518 17th Street, Suite 1575 Denver, CO 80202 Contact: Joshua R. Root Ph. 303-572-7997 **Original Preparation:**

8/24/2016

Revised:

\$8,475.00

Project: Pomponio Terrace Filing 1

Project Location: Adams County, CO

Project #: PTH004.01

STORM DRAINAGE	ang kang bandan na ang	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
5' Wide Concrete Walk	_	2,260	\$3.75	SF	\$8,475.00		
	SUBTOTAL					\$8,475.00	

Total

OPINION OF PROBABLE COST - SUMMARY (CONCEPTUAL)

This estimate is prepared as a guide and is subject to possible changes. It has been prepared to a standard of accuracy that, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purpose of this estimate. Entitlement and Engineering Solutions, Inc. (EES) makes no warranty, either expressed or implied, as to the accuracy of this estimate.



Entitlement and Engineering Solutions, Inc. 518 17th Street, Suite 1575
Denver, CO 80202

Contact: Joshua R. Root Ph. 303-572-7997 Original Preparation: 8/1/2016

Revised:

Project: Pomponio Terrace Filing 1

Project Location: Adams County, CO

Filing 1	PROJECT TOTALS
Filing 1 Public Improvements Total	\$1,036,236
Administration - 20% of Total	\$207,247
Inflation Per Year - 5% of Total with 20% Administration	\$62,174
Filing 1 Grand Total	\$1,305,658



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 26, 2017
SUBJECT: Resolution approving right-of-way agreement between Adams County and The Armos Group LLC, for property necessary for the York Street Improvements Project - York Street from East 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: YES 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 The Armos Group LLC, 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.

Revised 06/2016 Page 1 of 2

FISCAL IMPACT:			
Please check if there is no fiscal impact . If there is fisc section below.	cal impact, pl	ease fully comp	olete the
Fund: 13			
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:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561701	\$2,550.00
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$2,550.00
	•	=	
_			
New FTEs requested: YES NO			

 \boxtimes NO

YES

Additional Note:

Total project budget is \$3,000,000

Future Amendment Needed:

Revised 06/2016 Page 2 of 2

Draft Resolution

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS COUNTY AND THE ARMOS GROUP, LLC, FOR PROPERTY NECESSARY FOR THE YORK STREET IMPROVEMENTS PROJECT – YORK STREET FROM EAST 78TH AVENUE TO HIGHWAY 224

Resolution 2017-

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

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

WHEREAS, 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 the The Armos Group LLC ("Parcel 28"); and,

WHEREAS, Adams County requires ownership of Parcel 28 for construction of the street improvements; and,

WHEREAS, The Armos Group LLC, is willing to sell Parcel 28 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 The Armos Group LLC, 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 **The Armos Group LLC** whose address is **1570 East 66th Avenue, Denver**, **Colorado 80229** ("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 **2265 East 74th Place, 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 FIVE HUNDRED FIFTY AND NO/100'S DOLLARS (\$2,550.00)** 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 **September 1, 2017**.
- 3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
- 4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
- 5. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.

- 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 contact binding upon the Owner and County and extending to the successors, heirs and assigns.
- 8. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner(s):	
By: Molly Cle	alle)
Printed Name: IImothy C	ARMITase
Title: OWN 9 A	
ed:	
ed: OF COUNTY COMMISSIONERS-COU	INTY OF ADAMS, STATE OF COL
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	INTY OF ADAMS, STATE OF COLO
OF COUNTY COMMISSIONERS-COU	



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 28 RIGHT-OF-WAY DEDICATION

A TRACT OF LAND LOCATED IN THE SEI/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 S04°35'11"W, 647.32 FEET TO THE NORTHERLY LINE OF LOT 1, REPLAT OF MAZONE SUBDIVISION, AS RECORDED IN THE ADAMS COUNTY RECORDS, SAID POINT BEING THE TRUE POINT OF BEGINNING:

THENCE N89°30'30"E, 1.54 FEET ALONG SAID NORTHERLY LINE OF LOT 1 TO THE WESTERLY LINE OF YORK STREET; THENCE S00°01'12"W, 193.22 FEET ALONG SAID WESTERLY LINE; THENCE SOUTHERLY, 6.36 FEET ALONG SAID WESTERLY LINE AND ALONG THE ARC OF A CURVE CONCAVE TO THE WEST, THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 14°33'53" AND BEING SUBTENDED BY A CHORD THAT BEARS S09°47'20"W, 6.34 FEET; THENCE N00°06'45"W, 199.45 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.006 ACRES OR 252 SQUARE FEET, MORE OR LESS.

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





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 26, 2017
SUBJECT: Modification Request for Clear Creek Valley Park Open Space Grants
FROM: Nathan Mosley, Parks and Open Space Director and Shannon McDowell and Renee Petersen
AGENCY/DEPARTMENT: Parks and Open Space
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: YES NO N/A
RECOMMENDED ACTION: That the Board of County Commissioners approves the Resolution Approving Modification of Hyland Hills Park and Recreation District's Clear Creek Valley Park Open Space Sales Tax Grants.

BACKGROUND:

In 2002 and 2010, the Hyland Hills Park and Recreation District received grant awards to acquire pieces of land that would eventually comprise the Clear Creek Valley Park site. Both projects included land that has frontage along Lowell Boulevard. In 2002, the Open Space Sales Tax contributed one-third (33.3%) of the cost of the land acquired, up to \$600,000. In 2010, the Open Space Sales Tax contributed 61.1% of the cost of the land acquired, up to \$110,000.

Currently, Adams County is working to acquire right-of-way and easements for improvements to Lowell Boulevard. Right-of-way, permanent drainage easements, and temporary construction easements are needed from the Clear Creek Valley Park property. Resolution 99-1, which defines the parameters by which Open Space Sales Tax revenues are used, requires Board of County Commissioner approval prior to the sale or lease of any interest acquired with Open Space Sales Tax revenues.

Hyland Hills Park and Recreation District is requesting permission to sell the needed land and easements to facilitate the Lowell Boulevard project. The Open Space Advisory Board heard this modification request on August 23, 2017 and voted unanimously to recommend approval to the Board of County Commissioners. If approved, a portion of the revenues from the sale will be returned to the grant fund, consistent with the grant contribution percentages:

2002 Purchase

Right-of-way and temporary construction easement needed. Total value = \$4,906 Grant contribution = 61.1% $\$4.906 \times 61.1\%$ = \$2.997.57

2010 Purchase

Revised 06/2016 Page 1 of 3

Right-of-way, permanent drainage, and temporary construction easements needed. Total value = \$44,789 Grant contribution = 33.3% $$44,789 \times 33.3\% = $14,914.74$

Total Reimbursement to Grant Fund = \$2,997.57 + \$14,914.74 = \$17,912.31

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works, Hyland Hills Park and Recreation District

ATTACHED DOCUMENTS:

Resolution approving modification requests Letter and modification requests from Hyland Hills Park and Recreation District

Revised 06/2016 Page 2 of 3

FISCAL IMPACT:			
Please check if there is no fiscal impact . If there is fi section below.	scal impact, pl	ease fully com	plete the
Fund: 28			
Cost Center: 6202			
	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			\$17,912.31
Total Revenues:			\$17,912.31
	Object Account	Subledger	Amoun
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:

Revised 06/2016 Page 3 of 3

RESOLUTION APPROVING MODIFICATION OF HYLAND HILLS PARK AND RECREATION DISTRICT'S CLEAR CREEK VALLEY PARK OPEN SPACE SALES TAX GRANTS

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

WHEREAS, Hyland Hills Park and Recreation District ("Hyland Hills") received an Open Space Sales Tax grant on December 4, 2002 for the Clear Creek Valley project for a total of \$600,000; and,

WHEREAS, Hyland Hills received another Open Space Sales Tax grant on November 17, 2010 for the Clear Creek Valley Park Site Addition project for a total of \$110,000; and,

WHEREAS, funding for both projects helped Hyland Hills acquire land for Clear Creek Valley Park; and,

WHEREAS, Adams County Public Works is requesting to purchase portions of the land acquired for Clear Creek Valley Park to facilitate roadway improvements along Lowell Boulevard; and,

WHEREAS, prior to selling any portion or interest in land acquired with revenues from the Open Space Sales Tax, Hyland Hills must obtain approval from the Board of County Commissioners as stated in Resolution 99-1; and,

WHEREAS, Hyland Hills wishes to sell the right-of-way and easements to Adams County and has submitted an Open Space Sales Tax modification request; and,

WHEREAS, improvements along Lowell Boulevard will provide better access to the Clear Creek Valley Park site; and,

WHEREAS, Hyland Hills will return revenue from the sale to the grant fund in the amount of \$17,912.31, which is consistent with the grant contribution percentages; and,

WHEREAS, the Open Space Advisory Board voted unanimously in support of the modification and sale of right-of-way and easements on August 23, 2017.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that modification of Hyland Hills Park and Recreation District's Clear Creek Valley Park Open Space Sales Tax Grants is hereby approved.



Ms. Shannon McDowell Open Space Program Manager Adams County Parks and Open Space 9755 Henderson Road Brighton, CO 80601 Thomas Lynch
President
Lori Mirelez
Vice President
Robert Landgraf, Jr.
Treasurer
Nicholas J. McCoy
Secretary
Christopher Dittman
Assistant Secretary

Re: Lowell Boulevard Right of Way and Easement Transfer Values

Dear Shannon:

As you are aware, Adams County Public Works is planning to renovate and expand Lowell Boulevard along the east side street frontage at Clear Creek Valley Park. The District has been asked to transfer ownership and easement rights to Adams County to facilitate this work. While the District is happy to work with the County on this public improvement project, we are unable to meet this request because the two parcels in question were purchased in 2002 and 2010 using open space funds. Transfer of land ownership or easement rights will require approval of the Board of County Commissioners along with our Board of Directors.

Attached please find completed Modification Request Forms for each parcel along with the attached breakdown of values for the various rights of way, permanent easements and temporary construction easements. These values were determined by the County's consultant Universal Field Services, Inc.

Based upon their appraisal, the 2002 purchased parcel used a 33.3% grant or \$600,000 of the \$1,800,000 purchase price. The appraised value for the ROW and easements is worth \$44,789 of which \$14,914.37 is refundable to the Open Space Tax Fund. The 2010 purchased parcel used a 61.1% grant or \$110,000 of the \$180,000 purchase price. The appraised value for the ROW and easements is \$4,906 of which \$2,997.57 is refundable to the Open Space Tax Fund. The remainder of the funds that are due the District will be reinvested in Clear Creek Valley Park. See the attached spread sheet.

The Executive Director will bring this issue to the Board at our next meeting on August 18th. However, final Board approval may not occur until the first meeting in October given the Board's schedule during the month of September. This should not hold up either the Open Space Advisory Board's or the BOCC's decision as Hyland Hills understands the importance of the project and we anticipate our Board's approval for the requested Lowell Boulevard rights of way dedications and easements to Adams County.

Please call me if you have any questions or need additional information.

Sincerely,

Planner/Project Manager

Hyland Hills Park and Recreation District 303 650-7609 office 303 489-3482 cell

Cc via email: Yvonne Fischbach, Ian Cortez and Jennifer Shi







Terry Barnhart

From: Sent:

Bobbie Parker

bparker@ufsrw.com> Thursday, August 03, 2017 8:55 AM

To: Subject: Terry Barnhart Lowell Blvd

Terry:

The breakdown is as follows:

ROW1; 1,049 sf = \$4,196 ROW3; 1,255 sf =\$5,020 PDE1; 13,727 sf = \$27,454 PDE2; 262 sf = \$524 PDE3; 729 sf = \$1,458 TCE4; 23,420 sf= \$9,368 TCE8; 1,775 sf = \$710 TCE13; 2,411 sf = \$965

Bobbie Parker, R/W-RAC Real Estate Specialist Universal Field Services, Inc. cell: 303/717-7400

e-mail: bparker@ufsrw.com

CLEAR CREEK VALLEY PARK LOWELL BLVD. VALUES

		Appraised				
Parcel	Area	Value	200	2 Purchase	20	10 Purchase
ROW1	1049	\$ 4,196.00	\$	4,196		
ROW3	1255	\$ 5,020.00			\$	5,020
PDE1	13727	\$ 27,454.00			\$	27,454
PDE2	262	\$ 524.00			\$	524
PDE3	729	\$ 1,458.00			\$	1,458
TCE4	23420	\$ 9,368.00			\$	9,368
TCE8	1775	\$ 710.00	\$	710		
TCE13	2411	\$ 965.00			\$	965
		\$ 49,695.00	\$	4,906	\$	44,789
				61.1 %		33.3
				\$2,997.57		\$14,914.37

Values provided by Universal Field Services, Inc.



Adams County Open Space Modification Request Form

ANT

		GRIPPA, CALABRESE & LA FARGE: 2002 05 GR
Date of Request:	AUG 3, 2017	
Grantee Name:	HYLAND HIUS	PARK & RECREATION DISTRICT
Project Name:		VALLEY PARK
Contact Person:	TERRY P. BA	RNHART
Phone Number:	303 650-7600	j
Email:	tbarnhart	@hylandhills.org
Project Due Date:	AUG 28, 2017	
Previously Submitted Le	verage Summary:	Proposed Revision to Leverage Summary:
Grant Total:	\$ 600,000.00	Grant Total: # 14,914.37
Total Project Costs:	1,800,000.00	Total Project Costs: 44, 789.00
% of Funding Requested	33.3%	% of Funding Requested: 33.3%
provide specific details.		project as well as an explanation for the changes. Please
REQUEST FROM D STREET IMPROVEM		FOR LOWELL BLUD, ROW, AND FASEMENT FOR SED UPON UNIVERSAL HELD SERVICES, INC. APPRAISALS
Are you also requesting extension?		Requested Due Date: (No longer than 6 months)
☐ Revised by NA☐ Copy of or NA☐ Revised ti	riginal timeline submitted v meline of progress (Photos of proj	with grant application ect or in narrative above)
1610	BARNHART	0-3-2011
Print name:	M Kumh	Title: PLANNER PROJECT MANAGER

Sponsoring Jurisdiction: A	dams County		
Application Due: August 0	1, 2002		
Name of Project: Clear Cre	ek Valley		
This project priority is 1 of you are submitting jointly with			projects separately if
Summary of funding: Request fo	or Adams County	Additional Source	ads \$ 600,000.00 ces \$1,200,000.00 ect \$1,800,000.00
Applicant Information: Applicant: Hyland Hills Pa Contact: Terry Barnhart Address: 1800 W. 89 th A		n District	
City: Federal Height Phone: 303 650-7609 Contact will be used for all or contact(s) for this project.	Fax: 303 6	650-7594 ema	Code: 80260 ail: tbarnhart@hyland hills.org able please list additiona
Name	Phone Number	Fmail	Address
Greg Mastriona	303 650-7507		riona@hylandhills.org
Rick Fuller	303 650-7618		@hylandhills.org
Part I Eligibility Criteria 1. Fill in amount requested Passive Use \$400		g uses (see guid Active \$200	
2. Summary description of project site plan as Attach application. Include statem Phase 1 of this project acres of largely undeversor for passive recreatifacilities, open space a including 2 sports field along the east boundar. Jim Baker Reservoir to	ment A, Part I, #3 nent regarding put is acquisition of a eloped land locate on including wildle and environmenta s, parking, and m ry of the Project (B and attach to the blic access. approximately 23. and between Jim B ife habitat, trails, r I education and a aintenance and s Lowell Blvd.), will	4 industrial zoned Baker Reservoir and I- restrooms, picnic active recreation support facilities. A trail

Wildlife Area and to Westminster's planned trail to the Reservoir from the north.

- 3. Attach page(s) from an approved parks and open space plan from the sponsoring jurisdiction showing that this project is within the scope of the approved plan. Please label as Attachment B, Part I, #4 and attach to the back of PART I of this application, do not exceed 3 pages.
- 4. Attach location map showing location of project with statement that project is within the boundaries of the County of Adams. Please label as Attachment C, Part I, #5 and attach to the back of PART I of this application. Include on this attachment directions to the project location.
- 5. The Applicant of Hyland Hills Park and Recreation District understands that no land or interests acquired with the revenue of the Open Space Sales Tax may be sold, leased, traded or otherwise conveyed, nor may an exclusive license or permit on such land or interests be given, without the approval of such action by the BOCC; refer to 8 C (iv): initial DEV
- 6. Applicant Compliance: Applicant must ensure compliance with Tax Issue. All jurisdictions partnering with Special Districts or Non-profits are required to provide a statement verifying applicant compliance. initial DEV
- 7. All facilities or land must be accessible to the public except for conservation easements for agriculture & habitat preservation. All accessible facilities and land must be in compliance with the Americans with Disabilities Act (ADA) and any applicable state or local disability regulations.

All information on Grant Application must be completed.

Attachments not to exceed 11" X 17"

Please include with Part I the following attachments:

Attachment A, Part I #3 – Project Site Plan with a statement regarding public access Attachment B, Part I #4 – Approved Parks/Open Space Plan

Attachment C, Part I #5 – Location Map – Project Location, include directions to project location

07/31/2 2

A PARCEL OF LAND, being a portion of the parcel of land described in Warranty Deed recorded on December 30, 2002 at Reception No. C1073471 of the records in the office of the Clerk and Recorder of Adams County, Colorado, situated in the Southeast Quarter of Section 7, Township 3 South, Range 68 West of the 6th P.M., Adams County, Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter of Section 7;

Thence North 00°07'00" East along the East line of said Southeast Quarter, a distance of 1739.25 feet;

Thence South 89°42'09" West, a distance of 30.00 feet to the existing Westerly Right-of-Way of Lowell Boulevard, being the Point of Beginning;

Thence continuing South 89°42'09" West along the South line of said parcel of land described at Reception No. C1073471, a distance of 6.00 feet;

Thence North 00°07'00" East, a distance of 209.23 feet;

Thence North 89°42'09" East along the North line of said parcel of land described at Reception No. C1073471, a distance of 6.00 feet;

Thence South 00°07'00" West along said Westerly Right-of-Way of Lowell Boulevard, a distance of 209.23 feet to the Point of Beginning,

containing 1,255 square feet, or 0.0288 acre, more or less.





4955 Iris Street, Wheat Ridge, CO 80033 (303) 504-4440

Parcel 3

TDSO Holdings, LLC PN 0182507400003 EXHIBIT - ROW #3

Page 2 of 2

30'

40'

_owell Blvd

East Line, SE/4 Sec.

L1

Commencement

Cor,

1739.25

A PERMANENT DRAINAGE EASEMENT, being a portion of Parcel 1 as described in Special Warranty Deed recorded on December 11, 2002 at Reception No. C1065635 of the records in the office of the Clerk and Recorder of Adams County, Colorado, situated in the Southeast Quarter of Section 7, Township 3 South, Range 68 West of the 6th P.M., Adams County, Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter of Section 7;

Thence North 00°07'00" East along the East line of said Southeast Quarter, a distance of 634.71 feet;

Thence North 89°53'00" West, a distance of 50.00 feet to the existing Westerly Right-of-Way of Lowell Boulevard, being the Point of Beginning;

Thence North 75°33'13" West, a distance of 41.28 feet;

Thence North 00°07'00" East, a distance of 353.16 feet;

Thence South 89°53'00" East, a distance of 40.00 feet;

Thence South 00°07'00" West along said Westerly Right-of-Way of Lowell Boulevard, a distance of 20.00 feet;

Thence North 89°53'00" West, a distance of 20.00 feet;

Thence South 00°07'00" West, a distance of 30.19 feet;

Thence South 89°53'00" East, a distance of 20.00 feet;

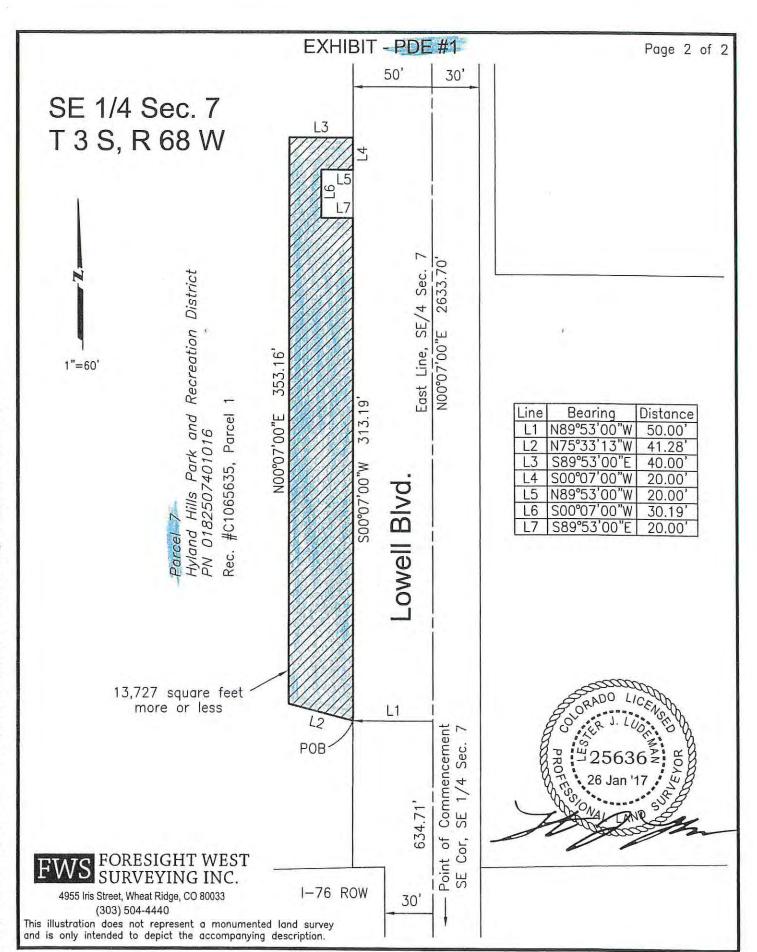
Thence South 00°07'00" West along said Westerly Right-of-Way of Lowell Boulevard, a distance of 313.19 feet to the Point of Beginning,

containing 13,727 Square Feet, or 0.3151 Acres, more or less.





4955 Iris Street, Wheat Ridge, CO 80033 (303) 504-4440



A PERMANENT DRAINAGE EASEMENT, being a portion of the parcel of land described in Warranty Deed recorded on December 30, 2002 at Reception No. C1073471 of the records in the office of the Clerk and Recorder of Adams County, Colorado, situated in the Southeast Quarter of Section 7, Township 3 South, Range 68 West of the 6th P.M., Adams County, Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter of Section 7;

Thence North 00°07'00" East along the East line of said Southeast Quarter, a distance of 1739.25 feet;

Thence South 89°42'09" West, a distance of 36.00 feet to the Point of Beginning;

Thence continuing South 89°42'09" West along the South line of said parcel of land described at Reception No. C1073471, a distance of 14.00 feet;

Thence North 00°07'00" East, a distance of 18.75 feet;

Thence South 89°53'00" East, a distance of 14.00 feet;

Thence South 00°07'00" West, a distance of 18.65 feet to the Point of Beginning,

containing 262 square feet, or 0.0060 acre, more or less.





4955 Iris Street, Wheat Ridge, CO 80033 (303) 504-4440

A PERMANENT DRAINAGE EASEMENT, being a portion of the parcel of land described in Warranty Deed recorded on December 30, 2002 at Reception No. C1073471 of the records in the office of the Clerk and Recorder of Adams County, Colorado, situated in the Southeast Quarter of Section 7, Township 3 South, Range 68 West of the 6th P.M., Adams County, Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter of Section 7;

Thence North 00°07'00" East along the East line of said Southeast Quarter, a distance of 1948.49 feet;

Thence South 89°42'09" West, a distance of 36.00 feet to the Point of Beginning;

Thence South 00°07'00" West, a distance of 20.00 feet;

Thence North 76°44'22" West, a distance of 55.45 feet;

Thence North 00°07'00" East, a distance of 7.00 feet;

Thence North 89°42'09" East along the North line of said parcel of land described at Reception No. C1073471, a distance of 54.00 feet to the Point of Beginning,

containing 729 square feet, or 0.0167 acre, more or less.





4955 Iris Street, Wheat Ridge, CO 80033 (303) 504-4440 EXHIBIT - PDE #3

Page 2 of 2

30'

40'

A TEMPORARY CONSTRUCTION EASEMENT, being a portion of Parcel 1 as described in Special Warranty Deed recorded on December 11, 2002 at Reception No. C1065635 of the records in the office of the Clerk and Recorder of Adams County, Colorado, situated in the Southeast Quarter of Section 7, Township 3 South, Range 68 West of the 6th P.M., Adams County, Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter of Section 7;

Thence North 00°07'00" East along the East line of said Southeast Quarter, a distance of 644.93 feet;

Thence North 89°53'00" West, a distance of 90.00 feet to the Point of Beginning;

Thence North 75°33'13" West, a distance of 82.57 feet;

Thence North 00°07'00" East, a distance of 282.53 feet;

Thence South 89°53'00" East, a distance of 80.00 feet;

Thence South 00°07'00" West, a distance of 302.97 feet to the Point of Beginning,

containing 23,420 Square Feet, or 0.5377 Acres, more or less.





4955 Iris Street, Wheat Ridge, CO 80033 (303) 504-4440



EXHIBIT - TCE #4

Page 2 of 2

SE 1/4 Sec. 7

A TEMPORARY CONSTRUCTION EASEMENT, being a portion of the parcel of land described in Warranty Deed recorded on December 30, 2002 at Reception No. C1073471 of the records in the office of the Clerk and Recorder of Adams County, Colorado, situated in the Southeast Quarter of Section 7, Township 3 South, Range 68 West of the 6th P.M., Adams County, Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter of Section 7;

Thence North 00°07'00" East along the East line of said Southeast Quarter, a distance of 1757.64 feet;

Thence North 89°53'00" West, a distance of 36.00 feet to the Point of Beginning;

Thence North 89°53'00" West, a distance of 14.00 feet;

Thence North 00°07'00" East, a distance of 173.85 feet;

Thence South 76°44'22" East, a distance of 14.38 feet;

Thence South 00°07'00" West, a distance of 170.58 feet to the Point of Beginning,

containing 2,411 Square Feet, or 0.0553 Acres, more or less.





4955 Iris Street, Wheat Ridge, CO 80033 (303) 504-4440



Print name:

Adams County Open Space Modification Request Form

Revised 11/2013

P. CALABRESE LOT: OS GRANT 2010 Date of Request: AUG 3, 2017 Grantee Name: HYLAND HILLS PARK & RECREATION DISTRICT Project Name: CLEAR CREEK VALLEY PARK SITE ADDITION Contact Person: TERRY R. BARNHART Phone Number: 303 650-7609 Email: tbarnharte hylandhills.org Project Due Date: AUG 28,2017 Previously Submitted Leverage Summary: Proposed Revision to Leverage Summary: Grant Total: Grant Total: 110,000.00 Total Project Costs: 180,000.00 Total Project Costs: % of Funding Requested: % of Funding Requested: Please provide a description of the changes to the project as well as an explanation for the changes. Please provide specific details. REQUEST FROM ADOO ENGINEERING FOR LOWELL BUID ROW AND EASEMENTS FOR STREET IMPROVEMENTS. VALUES BASED UPON UNIVERSAL FIELD SERVICES INC. APPRAKALS. Are you also requesting an Requested Due Date: CYes XNo extension? (No longer than 6 months) Attach the following: Copy of original budget submitted with grant application Revised budget NA Copy of original timeline submitted with grant application NA Revised timeline **¼** A ☐ Evidence of progress (Photos of project or in narrative above) Date: 8-3-2017 Prepared by:

Y R. BARNHART Title: PLANNEZ PROJECT WAN AGER



Adams County Open Space Grant Application Active Use

Case No.

Due Date: July 30, 2010

PART I: ELIGIBILITY CRITERIA

Project Information

Applicant Organization Name: HYLAND HILLS PARK AND RECREATION DISTRICT

Sponsoring Jurisdiction: ADAMS COUNTY BOCC

Name of Project: CLEAR CREEK VALLEY PARK SITE ADDITION

This project is priority 1 of 1 projects submitted.

*Prioritize projects separately if you are submitting joint projects with another jurisdiction, special district, or organization.

Contact Information

Primary Contact Name: Terry R. Barnhart Title: Planner Phone: 303 650-7609 Email: tbarnhart@hylandhills.org

Address: 1800 W. 89th Aveue City: Denver State: CO Zip: 80260

The contact name provided above will be used for all official correspondence. In the event that the primary contact is not available, please list any additional contacts for this project.

Name: Title: Phone: Email: Rick Fuller Admin. Council 303 650-7618 rfuller@hylandhills.org Greg Mastriona 303 650-7507 gmastriona@hylandhills.org **Executive Director**

Project Summary

Briefly describe your project (<100 words). Hyland Hills wishes to purchase a one acre parcel, located ate 5845 N. lowell Boulevard, from the estate of the late Phillip Calabrese. This street frontage parcel lies near the proposed main entrance to the park site. Presently zoned Industrial, the highest and best non-park useage is likely to be commercial storage and would detract from the overall development of the Clear Creek Valley Park site. The Estate is motivated to sell at the highest price obtainable with little consideration for park site development.

Budget Summary

Grant Request (this cycle only): \$110,000 Previous ADCO Grants (this project only): \$0 Matching Funds (cash + in-kind): \$70,000

Total Project Costs: \$180,000

Grant Request: 61.1% of Total Project Costs*

*To calculate the percentage of total costs, use this formula: Grant Request + Previous ADCO Grant/Total **Project Costs**

**Attach a Project Budget labeled Attachment A at the end of this application



Adams County Open Space Grant Application Active Use

Case	No.		
Case	110.		 _

Due Date: July 30, 2010

1. Previous Fu	nding	
	suant to the Open Space F ding consideration up to t	Policies and Procedures, a project can be submitted for hree (3) times.
	i. Has this grant been so cycle? Yes \(\subseteq \text{No } \subseteq	ubmitted for funding consideration in a previous grant
		grant cycle(s) and the amount of the award(s), if any:
Grant Cycle:	Award Amount:	
,	\$	
	\$	
	\$	
Nearest cross stree Parcel ID # (Require Include a Location N the project (including	: 5845 N. Lowell Blvd. ts: Lowell Blvd. and I-76 ed): 0182507400007 Map and label as Attachmong the nearest cross street	ent E. Location Map should clearly identify the location of ts) and should provide directions to the project site.
Land Acquisition Summary (if Applicable): Number of acres: 1.0 Cost per acre: \$ 180,000 (excludes value of required frontage ROW dedication for Lowell to Adams County)		
Appraised price per	acre: \$ 185,130	
If the purchase pric	e is more than the apprais	sed price, please explain:
Attach a copy of the	e appraisal summary page	and label as Attachment J.
The second is the second of th	n existing easements on to of the easement and labor	

A PARCEL OF LAND, being a portion of the tract of land described in Personal Representative's Deed recorded on October 12, 2010 at Reception No. 2010000069477 of the records in the office of the Clerk and Recorder of Adams County, Colorado, situated in the Southeast Quarter of Section 7, Township 3 South, Range 68 West of the 6th P.M., Adams County, Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter of Section 7;

Thence North 00°07'00" East along the East line of said Southeast Quarter, a distance of 1390.33 feet;

Thence South 89°40'26" West, a distance of 30.00 feet to the existing Westerly Right-of-Way of Lowell Boulevard, being the Point of Beginning;

Thence continuing South 89°40'26" West along the South line of said tract of land described at Reception No. 2010000069477, a distance of 6.00 feet;

Thence North 00°07'00" East, a distance of 174.86 feet;

Thence North 89°40'03" East along the North line of said tract of land described at Reception No. 2010000069477, a distance of 6.00 feet;

Thence South 00°07'00" West along said Westerly Right-of-Way of Lowell Boulevard, a distance of 174.86 feet to the Point of Beginning,

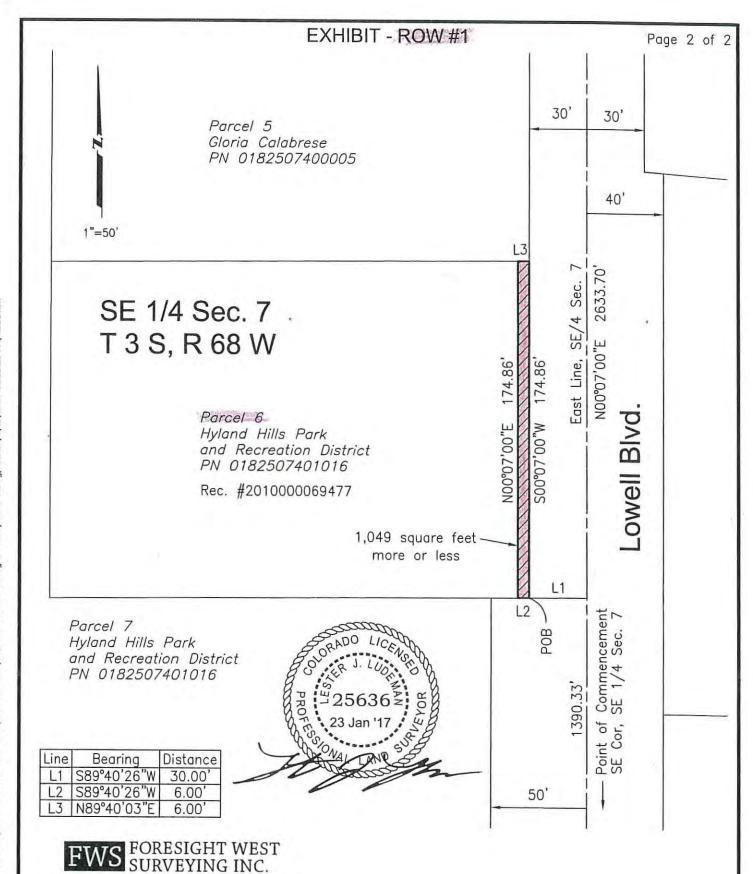
containing 1,049 square feet, or 0.0241 acre, more or less.





4955 Iris Street, Wheat Ridge, CO 80033 (303) 504-4440





(303) 504-4440

This illustration does not represent a monumented land survey and is only intended to depict the accompanying description.

4955 Iris Street, Wheat Ridge, CO 80033

A TEMPORARY CONSTRUCTION EASEMENT, being a portion of the tract of land described in Personal Representative's Deed recorded on October 12, 2010 at Reception No. 2010000069477 of the records in the office of the Clerk and Recorder of Adams County, Colorado, situated in the Southeast Quarter of Section 7, Township 3 South, Range 68 West of the 6th P.M., Adams County, Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter of Section 7;

Thence North 00°07'00" East along the East line of said Southeast Quarter, a distance of 1390.33 feet;

Thence South 89°40'26" West, a distance of 36.00 feet to the Point of Beginning;

Thence continuing South 89°40'26" West along the South line of said tract of land described at Reception No. 2010000069477, a distance of 10.00 feet;

Thence North 00°07'00" East, a distance of 169.51 feet;

Thence North 89°53'00" West, a distance of 5.00 feet;

Thence North 00°07'00" East, a distance of 5.32 feet;

Thence North 89°40'03" East along the North line of said tract of land described at Reception No. 2010000069477, a distance of 15.00 feet;

Thence South 00°07'00" West, a distance of 174.86 feet to the Point of Beginning,

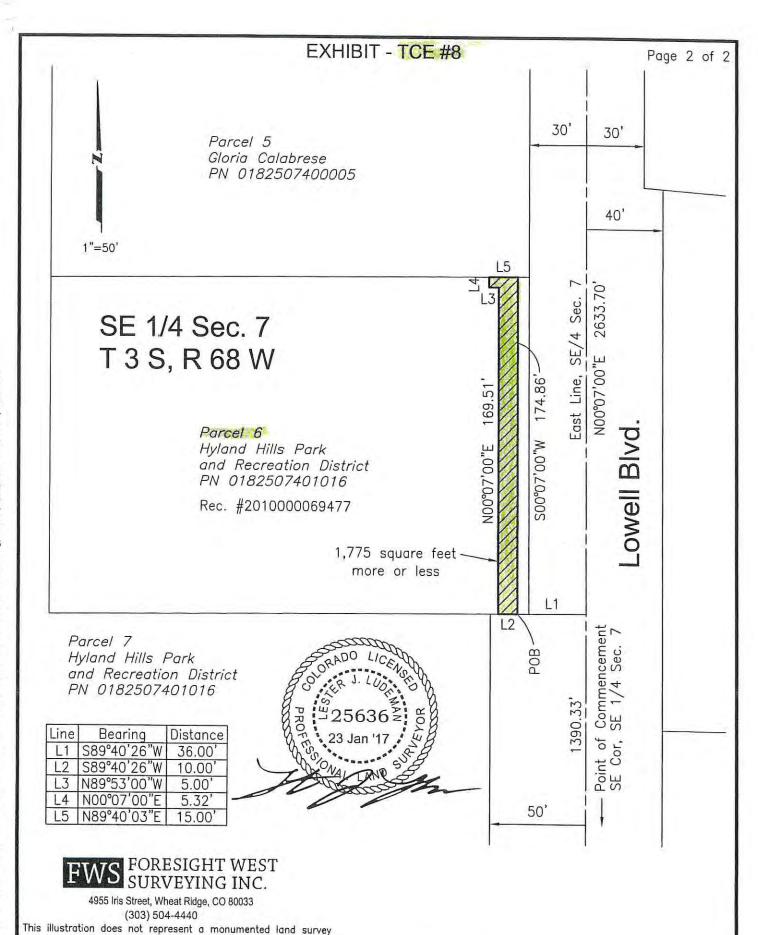
containing 1,775 square feet, or 0.0408 acre, more or less.





4955 Iris Street, Wheat Ridge, CO 80033 (303) 504-4440

and is only intended to depict the accompanying description.





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 26, 2017
SUBJECT: Alma Well Pad Road Maintenance Agreement
FROM: Jen Rutter, Senior Environmental Analyst
AGENCY/DEPARTMENT: Community & Economic Development
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the resolution.

BACKGROUND:

Extraction Oil & Gas, LLC has applied for and received an Administrative Use by Special Review Permit for drilling up to 16 oil and gas wells at the Alma well pad, which is to be located northwest of East 128th Avenue and Gun Club Road. As this well pad is to be located on an unimproved, gravel road, the Adams County Public Works and Community & Economic Development Departments initially determined that 128th Avenue could not withstand the anticipated impacts of the traffic associated with the original proposal. A third party engineering consulting firm was retained by Extraction to evaluate the current condition of 128th Avenue from the site access to the intersection with Piccadilly Road. The scope of the study was to assess the ability of the road to sustain current functionality and overall quality with the addition of the number and size of trucks required for the development and operation of the proposed facility. The result of the study determined that the road is capable of sustaining its current conditions with a reduction of wells from 20 to 16. Extraction has agreed to enter into a Road Maintenance Agreement with Adams County as a condition of approval. The impacts of the size and number of trucks will be significant to Piccadilly Road and 156th Avenue, so a negotiated road maintenance fee of \$2,000 per well (for a total of \$32,000) has been assessed.

Revised 06/2016 Page 1 of 2

A Road Maintenance Agreement has been negotiated with Extraction Oil & Gas, LLC to address the impacts to East 128th Ave, including the maintenance and repair of a portion of 128th Avenue, from Piccadilly Road to the well pad access site, which is an unpaved gravel road.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Outside counsel for oil and gas, Jeff Robbins Public Works

ATTACHED DOCUMENTS:

Resolution approving entering into the road maintenance agreement with Extraction Oil & Gas, LLC for the Alma well pad
Road Maintenance Agreement for the Alma Well Pad

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 Subledger Amount Account

	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 Revenue not included in Current Budget:

Additional Note:

Total Revenues:

Revised 06/2016 Page 2 of 2

RESOLUTION APPROVING ROAD MAINTENANCE AGREEMENT BETWEEN ADAMS COUNTY AND EXTRACTION OIL AND GAS, INC., FOR ALMA OIL AND GAS WELL PAD AND PRODUCTION FACILITY

Resolution 2017-

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that where designated the Operator shall have entered into a written agreement with the County for the maintenance and repair of a portion of 128th Avenue, from Piccadilly Road to the well pad access site, which is an unpaved gravel road, to drill and complete 16 wells at the Alma site; and,

WHEREAS, on August 7, 2017, the Director of Community and Economic Development, in Case No. USR2016-00007, Alma Oil & Gas Well Pad and Production Facility, approved a well pad on approximately 36.19 acres in the Agriculture -3 Zone District; and,

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the attached Road Maintenance Agreement for Alma Oil & Gas Well Pad and Production Facility, Case No. USR2016-00007.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Road Maintenance Agreement between Adams County and Extraction Oil and Gas Inc., for Alma Oil & Gas Well Pad and Production Facility, a copy of which is attached hereto and incorporated herein by this reference, be approved.

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

ROAD MAINTENANCE AGREEMENT FOR THE ALMA OIL AND GAS WELL PAD AND PRODUCTION FACILITY IN UNINCORPORATED ADAMS COUNTY, COLORADO

This ROAD MAINTENANCE AGREEMENT (Agreement) is made and entered into on the Effective Date (as defined below) by and between the COUNTY OF ADAMS, COLORADO ("County"), and Extraction Oil & Gas, Inc. ("Operator"), for the maintenance and repair of certain roadways within the unincorporated portions of Adams County, Colorado, that Operator will use in association with the proposed Alma Well Pad and Production Facility.

WHEREAS, the Operator is in the business of oil and gas exploration and production and will be engaged in drilling and completion activities on property within unincorporated Adams County, as permitted by the Colorado Oil and Gas Conservation Commission and the County; and

WHEREAS, Operator shall use a portion of 128th Avenue, from Piccadilly Road to the well pad access site, which is an unpaved gravel road, to drill and complete 16 wells at the Alma site and that section of 128th Avenue is the subject of this Agreement ("Haul Route");

WHEREAS, use of the Haul Route by the Operator for the purpose of performing the activities described herein require Operator to maintain the roads as set forth herein; and

WHEREAS, the County and Operator, for the mutual consideration hereinafter stated, desire to enter into this Agreement to govern Operator's use and concomitant maintenance of the Haul Route and any alternative Haul Route required to access the well pad, for the duration of this Agreement.

IT IS NOW THEREFORE AGREED THAT:

ARTICLE 1 APPLICABILITY AND PURPOSE

This Agreement is solely applicable to maintenance of a section of 128th Avenue to facilitate access to the Alma Well Pad and Production Facility. The Operator will only use this road for access to and from the Alma Well Pad and Production Facility.

ARTICLE 2 REPAIR or MAINTENANCE OBLIGATION

1. During the term of this Agreement, the Operator will select a third party vendor, acceptable to the County, to perform all repair or maintenance work as may be required under this Agreement. At least ten days prior to initially commencing drilling and completion operations at the site, the Operator shall provide notice to the County offices described in Article 6 of the Operator's intent to commence drilling and completion operations. The notice shall specify at least the month in which those operations will commence and shall provide a schedule for drilling and completion activities at the Alma

Pad. If the Operator ceases operations and subsequently decides to resume operations, at least thirty (30) days prior to resuming operations at the site the Operator shall provide notice to the County officials described in Article 6 of the Operator's intent to resume drilling and completion activities at the site. The notice shall specify at least the month in which those operations will commence and shall provide a schedule for drilling and completion activities at the Alma Pad. During drilling and completion operations, the third party vendor will perform grading operations on the Haul Route two (2) times per month. If during the drilling and completion operations the Operator determines that grading should be suspended because of weather conditions or for other good cause, the Operator shall request a waiver in writing from the County and shall so notify the County offices described in Article 6. The County will respond to that waiver request within ten (10) business days. The Operator shall notify the County offices described in Article 6 when the operator ceases drilling and completion activities at the site. Grading operations shall include: 5 pass grading and cut the road a minimum of 1.5 inches. The third party vendor will apply dust suppression on the Haul Route every three (3) months, unless waived by the County in writing. Dust suppression shall be applied as follows:

a. The dust suppression shall be a chloride lignin or heavy sugar blend consisting of the following blend ratio:

Magnesium Chloride	22% – 28%
Lignin/Sugar	4% - 6%
Enhancing or non-detrimental ions	0 – 5%
Water	61 -73%

- b. The dust suppression shall include 1.25 gallons of water per square yard immediately prior to application, as a part of preparation, and be applied at a rate of 0.50 gallons per square yard.
- c. The dust suppression shall be graded into the roadway by making two (2) passes from shoulder to shoulder. The roadway is to be rolled using a rubber tire roller after grading.
- During the term of this Agreement, the County Public Works staff shall be responsible for frequent, periodic inspections of the Haul Route or any Alternative Haul Route to determine when and where any additional maintenance, repair, or rehabilitation is needed. The County shall promptly provide notice to Operator of any needed additional general maintenance, repair, or rehabilitation. If it is determined by the County and verified by Operator's third party vendor, that the damage was caused by Operator or its contractors, subcontractors, employees, and agents, then Operator will, through its third party vendor, promptly perform the needed maintenance, repair, or rehabilitation to County Public Works standards, as provided by County Public Works in writing from time to time.

- 3. If the County or the Operator discovers damages that require immediate attention and warrant closing the road, the County Public Works Director will be notified immediately. If the County or the Operator close the Haul Route or any portion thereof, the Operator, through its third party vendor, will make such repairs so that the Haul Route may be reopened as soon as feasible. Operator will have the right to utilize an Alternate Haul Route, approved by the County, while repairs are being made to the Haul Route.
- 4. Operator's obligations may be deferred if a force majeure event prevents or hinders its performance, such delay being for a reasonable period following termination of the force majeure event. A force majeure event is any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto government action (unless caused by acts or omissions of the party), fires, explosions, rain or other weather delays, floods, strikes, slowdowns or work stoppages.

ARTICLE 3 TERMS OF AGREEMENT

The Effective Date of this Agreement shall be the date upon which the last party executes this Agreement. This Agreement will commence upon the Effective Date and shall continue in full force and effect until Operator has discontinued use of the Haul Route associated with the drilling and completion of wells at the well pad and completed all necessary general maintenance, repair, or rehabilitation to the Haul Route caused by Operator's use thereof.

ARTICLE 4 MISCELLANEOUS PROVISIONS

- A. Operator, its employees, servants, agents, and representatives will not at any time represent themselves to be employees, servants, agents, and/or representatives of the County.
- B. By entering into this Agreement, the County does not waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising by third parties.
- C. This Agreement may be executed and/or amended only by written instrument signed by an authorized representative of the County and by the Operator.

ARTICLE 5 ASSIGNABILITY AND CONSENT

Operator may assign this Agreement to any successor entity to whom the applicable oil and gas well permits have been assigned upon ten (10) business days' written notice to the County of said assignment.

ARTICLE 6 NOTICE

Any notice given by one party to the other in connection with this Agreement will be in writing and will be by personal delivery; sent by registered or certified mail; or by United States mail, return receipt requested, postage prepaid, to:

COUNTY:

Attn: Jen Rutter

4430 S. Adams County Parkway

1st Floor Suite W2000A Brighton, CO 80601

Via Phone:

720.523.6841

Via E-Mail:

irutter@adcogov.org

Attn: Jeremy Reichert 4955 East 74th Avenue Commerce City, CO 80022

Via Phone:

303.853.7139

Via E-Mail:

ireichert@adcogov.org

OPERATOR:

Attn: Eric J. Christ

Extraction Oil & Gas, Inc. 370 17th St. Suite 5300 Denver, CO 80202

Donvoi

Via Phone:

720-974-7755

Via E-Mail:

echrist@extractionog.com

Notice will be deemed to have been received on the date of receipt as shown on the return receipt or other written evidence of receipt or upon the date of telephone notice or date of e-mail delivery.

ARTICLE 7 MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, limitation herein contained will be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereunder, unless such waiver or modification is in writing, duly executed. The parties further agree that the provisions of this Article will not be waived unless as herein set forth.

ARTICLE 8 SAVINGS AND SEVERABILITY

In the event that any one or more of the provisions hereof contained in this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability will not affect the other provisions, and the Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

ARTICLE 9 MEDIATION

If a dispute arises relating to this Agreement and is not resolved, the parties must first proceed, in good faith, to non-binding mediation. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other in accordance with Article 6.

ARTICLE 10 GOVERNING LAW AND VENUE

This Agreement will be construed under and governed by, and in accordance with the laws of the State of Colorado, and venue for any action arising under the terms and conditions of this Agreement will lie in the state courts located in Adams County, Colorado.

ARTICLE 11 ENTIRE AGREEMENT

- A. This Agreement constitutes the entire agreement between Operator and County for repair or maintenance of Haul Route used by Operator and supersedes any prior negotiations, representations, and/or agreements, either written or oral.
- B. No amendment, modification, cancellation or alteration of the terms of this Agreement will be binding on any party hereto unless the same is in writing, dated subsequent to the date hereof, and is dully authorized and executed by the parties hereto.

ARTICLE 12 WAIVER OF TERMS AND CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same will be and remain at all times in full force and effect.

ARTICLE 13 CAPTIONS

The captions contained in this Agreement are for informational purpose only and will not in any way affect the substantive terms or conditions of this Agreement.

ARTICLE 14 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and constitute one and the same instrument.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the day of September, 2017.

Extraction Oil and Gas

By:

Name, Title Fric S. Christ

Vice Provided & General Course

The foregoing instrument was acknowledged before me this with day of September,

2018, by Eric Christ

My commission expires: 1/21/2018

Address: 370 17th St., Ste 5300

Denver, CO 80202

Notary Public

APPROVED BY resolution at the meeting of	
	BOARD OF COUNTY COMMISSIONERS
ATTEST	ADAMS COUNTY COLORADO



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 26, 2017
SUBJECT: Assignment of Right of First Refusal for Littlefield Property
FROM: Nathan Mosley & Aaron Clark
AGENCY/DEPARTMENT: Parks & Open Space
HEARD AT STUDY SESSION ON: August 15th, 2017
AUTHORIZATION TO MOVE FORWARD: ⊠ YES □ NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the Assignment of Right of First Refusal on the Littlefield Property.

BACKGROUND:

On August 25th, Adams County, together with The Trust for Public Land (TPL), purchased a conservation easement on the Littlefield Property, approximately 31 acres along Riverdale Road just north of the Adams County Regional Park. The landowners are not interested in selling the property at this time, but they have agreed to grant the County a perpetual Right of First Refusal on the property so that we could match any offer for purchase of the property in the future and potentially acquire the property in fee.

Due to the urgent timeline of the easement acquisition, the landowner (the Dill family) granted the Right of First Refusal to TPL at closing. This resolution will accept the Assignment of the Right of First Refusal from TPL.

Revised 06/2016 Page 1 of 3

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Parks & Open Space The Trust for Public Land

ATTACHED DOCUMENTS:

Assignment of Right of First Refusal Resolution to Accept Assignment of Right of First Refusal

Revised 06/2016 Page 2 of 3

FISCAL IMPACT:

Please check if there is no fiscal impact \boxtimes . If there is fiscal section below.	cal impact, pl	ease fully comp	olete the
Fund: 27			
Cost Center: 6107			
	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			
	Object	Subledger	Amount
	Account	Bubleager	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			

Revised 06/2016 Page 3 of 3

RESOLUTION APPROVING ASSIGNMENT OF RIGHT OF FIRST REFUSAL FROM THE TRUST FOR PUBLIC LAND TO ADAMS COUNTY FOR THE LITTLEFIELD PROPERTY

WHEREAS, the Adams County Board of County Commissioners passed a Resolution on August 22, 2017, to enter into a purchase agreement with the Trust for Public Land (TPL) for purchase of a conservation easement on the Littlefield Property; and,

WHEREAS, the easement landowners, Amy and Jeff Dill, have granted a perpetual Right of First Refusal to TPL; and,

WHEREAS, TPL wishes to assign the Right of First Refusal to Adams County; and,

WHEREAS, Adams County wishes to accept the Right of First Refusal from TPL.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Assignment of Right of First Refusal from the Trust for Public Land to Adams County for the Littlefield Property, a copy of which is attached and incorporated herein by this reference, be approved.

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

Recording requested by and return to: Adams County Parks & Open Space Department Attn: Aaron Clark 9755 Henderson Road Brighton, CO 80601

ASSIGNMENT OF RIGHT OF FIRST REFUSAL

THIS ASSIGNMENT OF RIGHT OF FIRST REFUSAL (the "Assignment") is entered

into this day of August, 2017, by and between:
(i) The TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation authorized to do business in the State of Colorado, having a legal mailing address of 1410 Grant Street, Suite D-210 Denver, Colorado 80203 ("Assignor"), which is the Granted under the Right of First Refusal described herein;
(ii) Adams County, a political subdivision of the State of Colorado, having a legal mailing address of 4430 S. ADAM CO. Phy ("Assignee") and;
RECITALS
A. Amy Anne Dill, joined pro forma by her husband, Jeff Dill, as Grantor conveyed a Right of First Refusal to Assignor, recorded in Book at Page and/or as Reception No in the records of the Clerk and Recorder of Adams County, Colorado (the "Right of First Refusal"). The Right of First Refusal encumbers the real property described in Exhibit A , attached hereto and incorporated herein (the "Property").
B. Section of the Right of First Refusal permits assignment of Assignor's interest to Assignee.
C. Assignee is authorized to acquire and hold Right of First Refusals under Colorado law.
AGREEMENT
NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged. The parties agree as follows:
1. <u>Assignment</u> . Assignor hereby assigns all of its rights and obligations, as Grantee under the terms of the Right of First Refusal, to Assignee.
2. <u>Acceptance of Assignment</u> . Assignee hereby accepts the assignment of the rights and obligations of Assignor as Grantee under the Right of First Refusal.

Release of Original Grantee. Assignee hereby releases Assignor from any and all

obligations and liability as Grantee under the terms of the Right of First Refusal.

4. <u>Landowner Consent</u>. By its signature below on the Consent and Approval of Assignment, Grantor hereby acknowledges and consents to this Assignment

ASSIGNOR:

THE TRUST FOR PUBLIC LAND, a California nonprofit corporation authorized to do business in the State of Colorado

By: Malle College Suction

Title: Project Marage

STATE OF *COLOR*

COUNTY OF

) *ss*.

The foregoing document was acknowledged before me this 25 day of August, 2017, by WADE 6. 5 Nelson, as Project MANAGEN of The Trust for Public Land, a California nonprofit public benefit corporation.

Witness my hand and official seal.

A CRAMPTON

NOTARY ID 19984000973 May Commission Expires November 25, 2017 Notary Public

My commission expires:

Littlefield Dill Right of First Refusal Assignment - Page 2

ASSIGNEE:

ADAMS COUNTY

	ByName:Title:
STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)
The foregoing document v by subdivision of the State of Colora	was acknowledged before me this day of, 2017, as of Adams County, a political ado, on behalf of said County.
WITNESS my hand and o	official seal.
	Notary Public
	My commission expires:

CONSENT AND APPROVAL OF ASSIGNMENT BY GRANTOR

AMY ANNE DILL, joined by her spouse, Jeff Dill, pro forma ("Grantor") hereby consents to the Assignment of the Right of First Refusal by and between THE TRUST FOR PUBLIC LAND ("Assignor") and ADAMS COUNTY, ("Assignee"), pertaining to this transfer of the Right of First Refusal, from Assignor to Assignee.

STATE OF COLORADO

COUNTY OF Claams

The foregoing instrument was acknowledged before me this <u>25</u> day of August, 2017, by Amy Anne Dill and Jeff Dill, her spouse pro forma.

WITNESS my hand and official seal.

NOTARY PUBLIC STATE OF COLORADO NOTARY ID 19984000973

My Commission Expires November 25, 2017

My commission expires:



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 26, 2017
SUBJECT: Ratified Grant Agreement between Federal Aviation Administration (FAA) & Adams County/Front Range Airport
FROM: Jeri Coin on behalf of Dave Ruppel, Airport Director
AGENCY/DEPARTMENT: Front Range Airport
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners approve and ratify the Chair's signature on the Grant Agreement that accepts the FAA's offer to pay 90 percent of the allowable costs in the amount of \$484,617 for AIP 41 to Rehabilitate Taxiway A7 (Phase I).

BACKGROUND:

Adams County submitted an FAA project application dated June 6, 2017, and amended on August 16, 2017 for a grant of Federal funds for a project at the Front Range Airport to rehabilitate Taxiway A7. The grant offer from FAA is for \$484,617 which includes \$34,617 above the original requested amount due to the higher bid expenses that the FAA had experienced this construction season; the state has offered to match 5% based on the original request which is \$25,000, and we will be responsible for a local match of \$28,846, for a total project cost of \$538,463. Our local match covers the added grant funds. The state has already approved their portion of the local match.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Doug Edelstein, Deputy County Attorney

ATTACHED DOCUMENTS:

Resolution Grant Agreement

Revised 06/2016 Page 1 of 2

FISCAL	IMPA	CT:
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Please check if there is no fiscal impact . If there is fiscal section below.	cal impact, pl	ease fully com	plete the
Fund: 43			
Cost Center: 4304			
	Object	Subledger	Amount
	Account		
Current Budgeted Revenue:	5255		300,000.00
	5590		10,104.00
Additional Revenue not included in Current Budget:	5525	_	184,617.00
	5590		14,896.00

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			_
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9136	43041703	333,333.00
Add'l Capital Expenditure not included in Current Budget:	9136		205,130.33
Total Expenditures:			538,463.33

509,617.00

New FTEs requested:	☐ YES	⊠ NO
Future Amendment Needed:	☐ YES	⊠ NO

Additional Note:

Total Revenues:

Revised 06/2016 Page 2 of 2

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RATIFYING AND ACCEPTING GRANT OFFER 3-08-0016-41 BETWEEN ADAMS COUNTY AND FEDERAL AVIATION ADMINISTRATION FOR THE FRONT RANGE AIRPORT TAXIWAY A7 REHABILITATION

Resolution 2017-

WHEREAS, the Federal Aviation Administration ("FAA"), submitted a Grant offer proposal for the rehabilitation for the Taxiway A7 that is being funded at ninety (90%) percent by Federal, four point six (4.6%) percent by the State, with Adams County responsible for the remaining six point four (6.4%) percent; and,

WHEREAS, the grant was received from the FAA on Friday, August 25, 2017; and,

WHEREAS, the Chair of the Board of County Commissioners fully executed the grant on Tuesday, August 29, 2017 to meet the FAA acceptance deadline.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Grant Offer 3-08-0016-41 be approved and ratified for an amount not to exceed \$484,617, for the Front Range Airport Taxiway A7 Rehabilitation project.



GRANT AGREEMENT

PART I - OFFER

	Date of Offer	August 23, 2017	
	Airport/Planning Area	Front Range Airport	
	AIP Grant Number	3-08-0016-041-2017	(Contract No. DOT-FA17NM-1070)
	DUNS Number	11-882-6080	
TO:	Adams County, Colorado		

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 6, 2017, and amended on August 16, 2017, for a grant of Federal funds for a project at or associated with the Front Range Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Front Range Airport (herein called the "Project") consisting of the following:

Rehabilitate Taxiway 'A7' (Phase I)

which is more fully described in the Project Application.

NOW THEREFORE, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer; and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. <u>Maximum Obligation</u>. The maximum obligation of the United States payable under this Offer is \$484,617.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$484,617 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. <u>Period of Performance</u>. The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

- 3. <u>Ineligible or Unallowable Costs.</u> The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
- 4. <u>Indirect Costs Sponsor.</u> Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.
- 5. <u>Determining the Final Federal Share of Costs.</u> The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 6. Completing the Project Without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
- 7. <u>Amendments or Withdrawals before Grant Acceptance.</u> The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 8. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 11, 2017, or such subsequent date as may be prescribed in writing by the FAA.
- 9. Improper Use of Federal Funds. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal

share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- 10. <u>United States Not Liable for Damage or Injury.</u> The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 11. System for Award Management (SAM) Registration And Universal Identifier.
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866–705–5771) or on the web (currently at http://fedgov.dnb.com/webform).
- 12. <u>Electronic Grant Payment(s)</u>. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi elnvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. <u>Informal Letter Amendment of AIP Projects.</u> If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

- 14. <u>Air and Water Quality.</u> The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
- 15. <u>Financial Reporting and Payment Requirements.</u> The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. <u>Buy American.</u> Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase for Nonprimary Airports. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. may not be increased for a planning project;
 - B. may be increased by not more than 15 percent for development projects;
 - C. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

- 18. <u>Audits for Public Sponsors.</u> The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Provide one copy of the completed audit to the FAA if requested.
- 19. <u>Suspension or Debarment.</u> When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. Ban on Texting When Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including
 policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal
 government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts
- 21. <u>Exhibit "A" Property Map.</u> The Exhibit "A" Property Map dated May 2, 2013, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

22. Employee Protection from Reprisal.

- A. Prohibition of Reprisals
 - In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.

- 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
- 3. Submission of Complaint A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- 4. Time Limitation for Submittal of a Complaint A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- 5. Required Actions of the Inspector General Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
- 6. Assumption of Rights to Civil Remedy Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under41 U.S.C. § 4712(c).
- 23. <u>Current FAA Advisory Circulars for AIP Projects.</u> The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects, dated January 24, 2017, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
- **24.** Assurances. The Sponsor agrees to comply with the Assurances attached to this offer, which replaces the assurances that accompanied the Application for Federal Assistance.
- 25. <u>Final Project Documentation</u>. The Sponsor understands and agrees that in accordance with 49 USC 47111, and the Airport District Office's concurrence, that no payments totaling more than 97.5 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be satisfactorily completed. Satisfactorily complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list.
- 26. AGIS Requirements. Airports GIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.
- 27. Pavement Maintenance Management Program. The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will
 - A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

- B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 - 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. location of all runways, taxiways, and aprons;
 - b. dimensions;
 - c. type of pavement, and;
 - d. year of construction or most recent major rehabilitation.
 - 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
- D. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - 1. inspection date;
 - 2. location;
 - 3. distress types; and
 - 4. maintenance scheduled or performed.
- E. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA FEDERAL AVIATION ADMINISTRATION (Signature) Marc Miller (Typed Name) Acting Manager, Denver Airports District Office (Title of FAA Official) PART II - ACCEPTANCE The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application. I declare under penalty of perjury that the foregoing is true and correct.1 Executed this 29 day of ADOW ADAMS COUNTY, COLORADO (Name of Sponsor) (Signature of Sponsor's Authorized Official) By: (Printed Name of Sponsor's Authorized Official) Title: (Title of Sponsor's Authorized Official) 1. Heidi Miller CERTIFICATE OF SPONSOR'S ATTORNEY acting as Attorney for the Sponsor do hereby certify: That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative

Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Brighton Clocation) this 29th day of August, 20

(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 26, 2017
SUBJECT: Resolution Approving Community Services Block Grant - Community Action Plan for 2018-2020
FROM: Chris Kline, Director
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the
Community Services Block Grant - Community Action Plan for 2018-2020 including funding
awards.

BACKGROUND:

Adams County has received Community Service Block Grant ("CSBG") funds annually from the Colorado Department of Local Affairs ("DOLA") since 1974. The CSBG monies are used to serve Adams County residents earning no more than 125% of poverty. To receive this funding, Adams County must submit a three-year Community Action Plan outlining how the County will utilize the funds.

The Adams County CSBG Advisory Council reviewed the Community Action Plan and made funding recommendations for 2018-2020. The Adams County Community Action Plan is due to DOLA by October 2, 2017.

The estimated CSBG allocation for program year 2018 is \$489,558. Proposed allocations are as follows:

Direct Costs:	\$246,187
Staff salaries, operations, Community	
Enrichment Initiatives	
Indirect Costs:	\$23,339
Administrative cost, overhead	
Sub-grantees Awards:	

Revised 06/2016 Page 1 of 3

Adams County Food Bank	\$30,000
Ethiopian Community Development Council	\$49,232
La Raza Services, Inc.	\$20,000
New Legacy Charter School	\$55,800
Project Angel Heart	\$65,000
TOTAL PY 2018	\$489,558

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services, Community Support Services Division, Specialty Programs Section

ATTACHED DOCUMENTS:

Resolution

Adams County Community Services Block Grant - Community Action Plan for 2018-2020

Revised 06/2016 Page 2 of 3

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fisc section below.	cal impact, pl	ease fully comp	plete the
Fund: 34			
Cost Center: 9418			
	Object Account	Subledger	Amount
Current Budgeted Revenue:	5335		\$489,558
Additional Revenue not included in Current Budget:			
Total Revenues:			\$489,558
	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	•	Subledger	Amount \$246,187
Current Budgeted Operating Expenditure: Current Budgeted Operating Expenditure:	Account	Subledger	
	Account 7005	Subledger	\$246,187
Current Budgeted Operating Expenditure:	7005 7685	Subledger	\$246,187 \$23,339
Current Budgeted Operating Expenditure: Current Budgeted Operating Expenditure: Add'l Operating Expenditure not included in Current Budget: Current Budgeted Capital Expenditure:	7005 7685	Subledger	\$246,187 \$23,339
Current Budgeted Operating Expenditure: Current Budgeted Operating Expenditure: Add'l Operating Expenditure not included in Current Budget:	7005 7685	Subledger	\$246,187 \$23,339
Current Budgeted Operating Expenditure: Current Budgeted Operating Expenditure: Add'l Operating Expenditure not included in Current Budget: Current Budgeted Capital Expenditure:	7005 7685	Subledger	\$246,187 \$23,339

Revised 06/2016 Page 3 of 3

RESOLUTION APPROVING ADAMS COUNTY COMMUNITY SERVICES BLOCK GRANT - COMMUNITY ACTION PLAN FOR 2018-2020

WHEREAS, the Federal government has established the Community Services Block Grant Program ("CSBG") to provide a range of services and activities designed to have an impact on the causes of poverty in local communities; and,

WHEREAS, the U.S Department of Health and Human Services allocates CSBG funds to the State of Colorado, Department of Local Affairs ("DOLA") through an annual formula allocation; and,

WHEREAS, Adams County has received CSBG funds annually since 1974; and,

WHEREAS, Adams County is required to submit to DOLA by October 2, 2017 a Community Action Plan covering the period 2018 through 2020, including funding recommendations; and.

WHEREAS, Adams County is eligible to receive an estimated \$489,558 for the 2018 program year from DOLA; and,

WHEREAS, the Adams County CSBG Advisory Council has provided direction for the proposed 2018-2020 CSBG Community Action Plan and has made funding recommendations to the Board of County Commissioners; and,

WHEREAS, legal notice was published in The Denver Post newspaper on August 18, 2017 to provide an opportunity for public comment regarding the 2018-2020 CSBG Community Action Plan including funding awards; and,

WHEREAS, much of this information is regular and routine, and the Board of County Commissioners wishes to designate any of the Director(s) of the Human Services Department and the Specialty Programs Manager to sign necessary non-contractual documents to carry out the ongoing activities of the CSBG Program.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, and State of Colorado, that the Adams County Community Services Block Grant - Community Action Plan for 2018-2020, to include funding awards be approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to approve the CSBG – Community Action Plan for 2018-2020 on behalf of Adams County.



COMMUNITY SERVICES BLOCK GRANT (CSBG) PROGRAM 2018-2020 APPLICATION AND PLAN

Due October 2, 2017 at 5:00pm
Applications and all attachments must be submitted electronically in one PDF or ZIP file to leslie.krupa@state.co.us.

A. GENERAL AND SUMMARY INFORMATION

	T		
1. Name/Title of Proposed Project:	Adams County CSBG Program		
2. Applicant: Adams County Human Services Department			
(In the case of a multi-county service area,	please provide the name of the "lead" co	unty or organiz	zation).
Federal Tax ID#: 84-6000732 DUNS #: 076476373			
In the case of a multi-county service a	rea, provide the names of all dire	ctly participa	ating counties:
N/A	·		•
3. Chief Elected Official (In the case	of a multi-county application. Ch	ief Flected (Official of the "lead" county Private
Nonprofit organizations, please list Boa			
Name: Eva Henry		Title:	Chair
	is County Parkway, 5 th Fl.	_	
City/Zip: Brighton 80601	, ,		2:
E-Mail Address: ehenry@adcogov	.org	_	· -
	- 9		
4. Designated Contact Person This	person will be listed as Respons	ble Adminis	trator in the Contract and will receive
all mailings for the application.			
Name: Sue Bozinovski		_ Title:	Community Support Manager
Mailing Address: 11860 Pecos Str		_ Phone:	303-227-2283
City/Zip: Westminster 8023		_ Alt Phone	9:
E-Mail Address: sbozinovski@ad	cogov.org		
F- H Bistrict 00 04 00 04 05	50	(- D' - (- ' - (04.04.05
5a. House District: 30, 31, 32, 34, 35	o, 56 5b.Sen a	te District:	21, 24, 25
6. Amount of CSBG Projected FFY1	8 Allocation \$489,55	3	
	, , , , , , , , , , , , , , , , , , , ,		
7. Mission Statement:			
To empower Adams County individuals	s, families, and communities to a	chieve stabi	lity and self-sufficiency by linking and
leveraging local resources.	·		

8. Project Description (Provide three-five sentences <u>summarizing</u> your CSBG program. This will be the summary statement for your Exhibit B - Scope of Work in the contract):

Adams County completed a Community Needs Assessment in 2017 to gather information to determine the needs to be addressed for the 2018-2020 grant cycle. Through the analysis of the Community Needs Assessment, we determined we would work on the following federal objectives via sub-recipients: education and cognitive development, health and social/behavioral development to include nutrition, civic engagement and community involvement, and services supporting multiple domains. As part of our assessment, we utilized the Adams County Community Enrichment Plan created by the Community Enrichment Multi-Agency Steering Committee. Adams County plans to use direct costs for internal services to support the Community Enrichment Plan.

9. Date of local public hearing (required prior to submission of application): 09/19/2017
3. Date of local public hearing (required prior to submission of application).
Attach publication of hearing notice and hearing minutes to application.

B. CHECKLIST OF REQUIRED ITEMS

This checklist includes requirements for completing the Community Services Block Grant (CSBG) Application and Plan. Eligible entity should mark all items included in the submission.

Submitted	Document Section	Comments (State use only)
\boxtimes	A. General and Summary Information Page	
\square	B. Completed Checklist of Required Items	
\boxtimes	C. Tripartite Board Membership Roster	
\square	D. Budget Summary	
\boxtimes	E. Project Eligibility	
\boxtimes	F. Project Information	
	G. Community Needs Assessment Includes analysis of information collected directly from low-income individuals (1.2) Includes analysis of information from community partners in assessing needs and resources (2.2) Includes data specific to poverty and its prevalence related to (at a minimum) gender, age and race/ethnicity for service area (3.2) Includes both qualitative and quantitative data (3.3) Includes key finding on the causes and conditions of poverty in service area	
	(3.4) Reviewed and accepted by tri-partite board as documented in board minutes (3.5) H. Community Action Plan	
	 Identify the strategies and services that will be provided to address the need, problem or situation. Description of the expected outcome for the client or community. Projected number of clients and percentage of success expected. Description of the measurement tool and process that will be used to determine success. Description of how coordination will occur with other programs Description of how CSBG funds will be leveraged with other resources Description of any innovative initiatives being undertaken Outcome-based, anti-poverty focused and ties directly to community needs assessment (4.2) Demonstrates full use of the ROMA cycle and use of a ROMA certified trainer (4.3) Accepted by tri-partite board as documented in board minutes 	
	Strategic Plan Accepted by tri-partite board as documented in board minutes (6.1) Addresses reduction of poverty, revitalization of low income communities, and/or empowerment of people with low incomes to become more self-sufficient (6.2) Contains family, agency and/or community goals (6.3) Customer satisfaction data and customer input is included in process (6.4)	

Submitted	Attachments	Comments
	W-9 (Address on W-9 is where payments will be sent.)	
	Publication Notice of Public Hearing	
	3. Public Hearing Minutes	
	4. Detailed Budget and Narrative (Use form provided.)	
	Board Minutes approving Community Needs Assessment	
	Board Minutes approving Community Action Plan	
	7. Board Minutes approving Strategic Plan	
	Organizational Standards Annual Assessment	Submit online by 10/2/17.

C. TRIPARTITE BOARD MEMBERSHIP ROSTER

Eligible Entity Type:	□ Public Agency	☐ Private CAA	☐ Multi-County Ser	vice Agency
Total Seats per Agency I	Bylaws: 9		Total Current Vacant Seats	: 0
Total Number of Seats R	eserved for Each Sector:	3 Low Income	3 Elected Officials	3 Private Organizations

LOW INCOME

Name	County	Community/Group	Date Seated	Current	Vacancy
(If vacant, please list as Vacant	Represented	Represented		Term	Date (If
Seat.)				Expiration	applicable)
Megan Herrera	Adams County	Commerce City	01/31/2016	01/31/2019	
Bonnie Sauer	Adams County	Unincorporated Adams County	01/31/2016	01/31/2019	
Pamela Spivey	Adams County	Unincorporated Adams County	01/31/2015	01/31/2018	

PUBLIC ELECTED OFFICIALS

Name	County	Elected/Public Office	Date Seated	Current	Vacancy
(If vacant, please list as Vacant	Represented	Represented		Term	Date (If
Seat.)				Expiration	applicable)
Carl Lee Jones	Adams County	Board of County Commissioners	01/31/2015	01/31/2018	
Nina Myers	Adams County	Board of County Commissioners	01/31/2017	01/31/2020	
Steven Cervantes	Adams County	Board of County Commissioners	01/31/2017	01/31/2020	

PRIVATE ORGANIZATIONS

Name	County	Organization/Business	Date Seated	Current	Vacancy
(If vacant, please list as Vacant	Represented	Represented		Term	Date (If
Seat.)				Expiration	applicable)
Randy McCall	Adams County	Minority Business Development	01/31/2015	01/31/2018	
Damian Cervantes	Adams County	Medical	01/31/2016	01/31/2019	
Emily Fleischmann	Adams County	Attorney/Public Defender	01/31/2016	01/31/2019	

D. BUDGET SUMMARY

1. Please fill out the budget summary table, based on the CSBG projected FFY18 amount.

Revenue			
Provide the projected annual allocation given to you by the State CSBG Office.			
CSBG Program FFY18 Projected Budget Amount			
TOTAL	\$489,558		

Expenses		
List budget category subtotals from your details projected allocation.	budget category subtotals from your detailed budget and narrative. Total must match ected allocation.	
Expenditures by Category	FFY18 Projected Budget Amount	
Direct Costs	\$246,187	
Sub-recipients (grants and contracts)	\$220,032	
Indirect Costs (If applicable)	\$23,339	
TOTAL	\$489,558	
Please attach a detailed budget with narrative on the budget table provided with application materials (Excel spreadsheet format).		

2.	I certify that CSBG funds will not be used for construction related expenses.	\boxtimes
3.	I certify that CSBG funds will <u>not</u> be used for any type of political activity.	\boxtimes
4.	I certify that CSBG funds will be used in accordance with Uniform Guidance.	\boxtimes

E. PROJECT ELIGIBILITY

Employment

The purpose of the CSBG program is to alleviate the causes and conditions of poverty in communities. Please select the Federal Objective(s) and National Goal(s) addressed in this application and plan.

1. Federal Objectives, as listed in IM152. (Select one or more objectives to be addressed in the Community Action Plan submitted.)

\bowtie	Education and Cognitive Development		
	Income, Infrastructure, and Asset Building		
	Housing		
\boxtimes	Health and Social/Behavioral Development (includes Nutrition)		
\boxtimes	Civic Engagement and Community Involvement		
\boxtimes	Services Supporting Multiple Domains		
\boxtimes	Linkages (e.g. partnerships that support multiple domains)		
\boxtimes	Agency Capacity Building		
	Other (e.g. emergency management/disaster relief)		
tional Goals, as listed in IM152. (Select one or more national goals to be addresse			
n su	n submitted.)		

2. Nat ed in the Community Action

Grantee will be expected to report on the results of all CSBG-funded programs in relation to these goals in the CSBG IS Final Reports.

oortunity. nities.

F. PROJECT INFORMATION - If applying for Linkages <u>only</u>, indicate "not applicable" for questions 1-4 in this section and proceed to question 5.

1. Applicant must be able to demonstrate that customers of CSBG programs or services will be low-income individuals and/or families living at 125% Federal Poverty Level or below. Describe how customer eligibility based on Federal Poverty Level is determined, evaluated and tracked for the purpose of CSBG program activities.

Adams County CSBG staff will provide technical assistance to each sub-recipient to ensure that they understand CSBG income eligibility requirements. Adams County will monitor sub-recipients to verify compliance. For direct services provided by Adams County, CSBG Program staff will utilize the Adams County CSBG Certification Form which verifies household income.

2. If the proposed project requires customers to complete an application or there is a selection process (e.g., emergency assistance, human services program, etc.), describe what procedures will be used to ensure that customers receiving assistance will be selected through an open and equitable process and that greatest community needs are addressed.

Each sub-recipient will be required to follow their policies and procedures on customer selection. Adams County will monitor to make sure it is done in a fair manner.

For direct services, CSBG Program staff will provide services on a first come first serve basis. Once all supplies are filled, a waitlist will be established to maintain a fair process.

- 3. Please describe the notification process and grievance procedures for customers who are declined assistance.

 All sub-recipients are required to have and follow an established grievance procedure. For direct services, CSBG Program staff will use Adams County's grievance procedure.
- 4. If sub-recipients determine customer eligibility, please describe monitoring procedures the eligible entity uses to ensure the federal poverty level income requirement, selection process and notification/grievance procedures as listed in Question 1-3 are met. If no sub-recipients are used in this program, please indicate "not applicable."

Adams County CSBG staff will schedule on-site performance reviews with each sub-recipient at least once during the term of the CSBG grant, per our Policy and Procedures Manual. A monitoring tool will be utilized to conduct on-site performance reviews to ensure questions 1-3 are reviewed and followed by the sub-recipients. County Finance staff is available to provide CSBG staff technical assistance, as needed, with these sub-recipient site reviews.

5. If applying for Linkages, please describe how services provided will involve community partners, coordinate services and provide and evaluate community outcomes that address poverty. Please note that "information and referral" type services are not eligible as linkages. Rather, a coordinated and community-driven strategy to improve service delivery at the community level must be described and implemented.

CSBG Program Staff have partnered with the Adams County Community Enrichment Steering Committee to work together to address poverty. This Steering Committee is made up of Adams County Human Services staff from various programs, City of Thornton, City of Westminster, Tri-County Health Department and Early Childhood Partnership of Adams County. Through this partnership, we will be able to accomplish more, avoid duplication, and better serve our residents. Based on the Adams County Community Enrichment Plan led by the Steering Committee and developed from workgroups that involved approximately 150 agencies, three projects have been prioritized so far focused on early childhood efforts, homelessness support, and senior citizen outreach tools. CSBG Program Staff will work with each project lead to ensure program compliance is being met.

G. COMMUNITY NEEDS ASSESSMENT

1. Describe the <u>community needs assessment methods and process</u> used to determine the needs to be addressed in this Community Action Plan. If serving multiple counties, describe how the community needs assessment process gathered information from all participating counties. Be sure to include how <u>low-income</u> individuals as well as other community organizations contributed to this community needs assessment.

Adams County contracted with Joining Vision and Action to complete the Community Needs Assessment. The following were their methods and process.

In order to determine the needs to be addressed in this Community Action Plan, a mixed-methods approach was employed for the community needs assessment to gather perspectives from multiple sources. A literature review was conducted to better understand the conditions of poverty for low-income Adams County residents. A community resident survey was developed and administered to hear from low-income residents about the services they utilize as well as any challenges or barriers to accessing services. A series of community focus groups were held to facilitate in-depth

discussions about the challenges and barriers residents face when accessing services. A community inventory and associated map were developed to help understand the geographic gaps that may exist in organizations providing services. Finally, a provider survey was developed and administered to gather the perspective of those administering services to low-income residents in Adams County.

The resident survey targeted low-income residents of Adams County, with surveying taking place at Adams County Human Services locations, where individuals were accessing resources available to them, and at community service providers serving low-income residents. Recruitment for focus groups largely took place through collecting contact information from interested individuals responding to the resident survey. As such, data collected from low-income residents making 125% or less of the federal poverty guidelines make up the majority of data used for the community needs assessment.

In addition to lending the perspective of those providing services to low-income residents to the community needs assessment through the provider survey, community service providers were engaged as part of the community needs assessment process to assist in collecting surveys and recruiting focus group participant from the populations they serve. A few organizations also offered their location for the purposes of holding a focus group, with one held at a service provider's location. ¹

Adams County CSBG Program also utilized the Adams County Community Enrichment Plan to gather data from various service providers and analyze the needs and priorities within the County.

 Describe community <u>demographic data</u> specific to poverty and its prevalence related to (at a minimum) gender, age and race/ethnicity for the service area in this community needs assessment. Identify the source used to determine this information.

Adams County demographics and the prevalence of poverty as it relates to each were pulled from American Community Survey Estimates using Social Explorer tables. According to American Community Survey estimates, 10.3% of households and 13.8% of individuals in Adams County are experiencing poverty. Females experience poverty at higher rates than males, with 7.5% and 6.2%, respectively. When examining rates of poverty for single heads of household, 34.1% of single female heads of household are experiencing poverty, while 13.4% of single male heads of household are experiencing poverty. When it comes to experiencing poverty, while 13.4% of single male heads of household are experiencing poverty. When it comes to experiencing homelessness in Adams County, there appears to be a roughly even split between men and women, with women making up just over 45% of homeless individuals included in homeless counts. In comparison, in Denver County, women made up less than 40% of individuals included in homeless counts. Young people ages 18 and under (19.1%) experience higher rates of poverty than both those ages 18 to 64 (12.2%) and those ages 65 and over (7.9%). Minority groups experience poverty at higher rates than those who identify as white only, with those who identify as black or African American alone, American Indian and Alaska Native alone, and Hispanic or Latino all experiencing poverty rates over 20%. Additionally, nearly one out of every four residents whose primary language is Spanish are experiencing poverty in Adams County.

Race/ethnicity	Percent experiencing poverty
White alone (non-Hispanic or Latino)	7.6%
Hispanic or Latino	20.9%
Asian alone	15.5%
American Indian and Alaska Native alone	21%
Black or African American alone	27.2%
Spanish Primary Language	24.9%

¹ Participants at this focus group were not exclusively recruited from the community service provider's service recipients, but instead were drawn from the entire pool of willing participants.

² Social Explorer tables: ACS 2015 (5-Year Estimates)(SE), ACS 2015 (5-Year Estimates), Social Explorer; U.S. Census Bureau

³ Figures related to homelessness were pulled from Metro Denver Homeless Initiative reports: Metro Denver Homeless Initiative. (2017). "2017 Point in Time Report: Seven-County Denver Metro Region." Retrieved from http://mdhi.org/wp-content/uploads/2016/12/2017-Metro-Denver-PIT-Final.pdf; Metro Denver Homeless Initiative (2017). "2016 Point in Time Report: Seven-County Denver Metro Region." Retrieved from http://mdhi.org/wp-content/uploads/2016/07/2016-PIT-07.07.16-APT-JB.pdf; Metro Denver Homeless Initiative. (2016). "2016 Point in Time Summary: Adams County." Retrieved from http://mdhi.org/wp-content/uploads/2010/07/Adams-16.final_.pdf; Metro Denver Homeless Initiative. (2017). "2017 Point in Time Summary: Adams County." Retrieved from http://mdhi.org/wp-content/uploads/2016/12/2017-PIT-County-Draft Adams.pdf.

3. Describe how both <u>qualitative and quantitative data</u> were incorporated into the design and execution of the community needs assessment, Include the community resources available and those that are lacking, as identified in the community needs assessment. Identify any internal and external sources of data that were used in the process. Identify any barriers to data collection that were encountered in the process.

A resident survey (targeting the low-income sector), which included customer satisfaction, was designed to collect quantitative data pertaining to services accessed by low-income residents, challenges experienced by low-income residents, difficulty in accessing services and the extent to which barriers are experienced by low-income individuals accessing resources. Demographic data collected through the survey was used to compare responses across groups to gain a deeper understanding of the challenges faced by various demographic groups. The resident survey also allowed respondents to expand upon their responses through open-ended questions. This qualitative data, in addition to that collected through focus groups, was used to better understand the specific challenges and barriers experienced by low-income residents of Adams County.

A provider survey captured both quantitative and qualitative data that were used to identify the challenges and barriers for low-income residents of Adams County as seen by those who provide services to low-income and marginalized communities.

The largest barrier to data collection encountered in this process was the conducting of focus groups. Despite contacting participants and getting an agreed upon date and location, a few focus groups had to be rescheduled. Whether this was due to location, transportation issues or some other issue is difficult to determine. Regardless, hosting full focus groups proved to be a challenge.

Available Resources as Identified in Community Needs Assessment

Nutrition and Food Resources. With both the community inventory identifying numerous providers of nutrition and food assistance, the large numbers of survey respondents indicating being able to access food assistance and service providers identifying nutritional needs as being a met need for low-income residents, it is clear through this community needs assessment that food and nutrition assistance resources are available to, and accessed by, low-income residents in Adams County despite large numbers of food insecure individuals. ⁴

Resources Lacking as identified in Community Needs Assessment

Limited Availability of Affordable Housing. Community survey, provider survey responses and focus group participants identified affordable housing as a need for low-income residents of Adams County. Combined with limited availability of subsidized housing, a high cost of living and limited availability of affordable housing in a difficult housing market, all point to a limited availability of resources to help low-income individuals with housing needs. ⁵

Limited Transportation Options. Provider survey responses and focus group participants both identified transportation as being limited in Adams County. Furthermore, the community inventory only identified one transportation service provider in the county. Focus group participants specifically identified the lack of destinations for the public transit system as being problematic. For the mobility limited or those who cannot afford their own motor vehicle, the lack of available transportation options is problematic.

Healthcare Gaps Identified. Numerous survey respondents indicated receiving health care services through government programs or community providers. However, the high rate of uninsured in Adams County and a large number of residents eligible but not enrolled in Medicaid indicate that services available are not necessarily being connected to those in need of them. ⁶

Emergency Services Lacking. According to a study conducted by the Burnes Institute for Homelessness, there are just over 200 beds available to individuals experiencing homelessness in Adams County. With the most recent count of

Kids Count in Colorado! 2017, Adams County Data, retrieved from http://www.coloradokids.org/wp-content/uploads/2017/05/2017-Kids-County-Data-Adams.pdf;

Feeding America. (2016).2015 Overall County Food Insecurity in Colorado. Retrieved from http://map.feedingamerica.org/county/2015/overall/colorado.

Adams County, "Adams County Housing Needs Assessment 2017: *DRAFT.*" Retrieved from https://www.adcogov.org/sites/default/files/Adams%20County%20HNA%20Full%20DRAFT%202-7-17.pdf

⁴ External data sources to estimate levels of food insecurity were:

⁵ National Low Income Housing Coalition. (2017). Out of Reach 2017: The High Cost of Housing. Retrieved from http://nlihc.org/sites/default/files/oor/OOR_2017.pdf.

⁶ Figures related to numbers of uninsured and those eligible for government assistance were pulled from: Colorado Health Institute. (2017). *County Data Workbook*. Retrieved from http://www.coloradohealthinstitute.org/data/%7B%22field_category%22:[%2240%22]%7D

homeless individuals believed to be a severe undercount, there is likely an imbalance between homeless individuals and available beds. Provider survey respondents rated emergency services (e.g., a place to sleep) as one of the top unmet needs of low-income residents in Adams County. ⁷

Access to healthy foods can be difficult. While survey respondents' (both resident and provider) indicated access to food and nutrition services were widespread, nearly one third of resident survey respondents reported accessing healthy food, such as fresh produce, was somewhat or very difficult. CSBG Community Advisory Board members expressed concern over areas of Adams County being food deserts. These findings indicate that while food services are successful in providing food to many of those in need, there are still many in Adams County who experience difficulty in accessing healthy food.

An analysis of the Adams County Community Enrichment Plan was completed as well. This data was a compilation of qualitative data gathered by the Community Enrichment Steering Committee.

4. Based on the results of the community needs assessment, what are the key <u>causes and conditions</u> of poverty in the service area? What are the needs or conditions (economic or otherwise) contributing to poverty in the community that this application and plan will address?

Based on the Adams County Community Needs Assessment, the primary causes and conditions of poverty were the following:

Cost of housing putting pressure on low-income residents.

The economic improvements seen across Colorado and in the Denver metro region—a positive trend for those above the poverty line—has put Adams County's low-income residents in a difficult situation. Increasing rental costs creates a decreasing pool of rental units that are affordable for the county's low-income residents. With housing assistance programs more often than not receiving more requests for assistance than they can handle, vulnerable low-income residents have few options to turn to.

Minimum wage earners unable to make ends meet.

While unemployment is low in Adams County, the high costs of living—particularly those resulting from housing—creates an untenable situation for low-income residents earning minimum wage. Needing to work 2.7 minimum wage jobs to afford a two-bedroom apartment at minimum wage could present challenges for two earners in a household; needing to make ends meet with a single head of household earning minimum wage would leave a household in a precarious position financially.

High levels of medically uninsured in Adams County.

In 2015, just over one-tenth of Adams County residents did not have healthcare insurance. Without insurance to help mitigate the costs of a potential health crisis, many low-income residents are one illness or accident away from unmanageable financial stress.

Limited and expensive transit options present challenges for the most vulnerable populations.

Public transit options are limited throughout much of Adams County, and this creates challenges for vulnerable populations such as the elderly and the homeless. Whether it is visiting a doctor or other health provider or seeking services to help with making ends meet, mobility limited populations have few options to seek assistance from community and government providers.

The following are needs, gaps and barriers contributing to poverty in Adams County:

Needs -

Help making ends meet.

Rising costs of living in Adams County place increased financial burden on low-income residents. This burden leads many low income residents to seek assistance in satisfying the basic needs of food, medical care and shelter.

Affordable housing.

For low-income households, the number of units that are affordable in Adams County is very limited.

Food assistance critical service to many.

⁷ Figures for number of beds available and reasons to believe the most recent homeless count represents an undercounting of homeless individuals were pulled from: Burnes Center on Poverty and Homelessness. (2016). "An Assessment of Adams County's Efforts to Address Homelessness." Retrieved from

Rated as one of the more important services received by many survey respondents, food assistance provides needed nutrition and helps low-income families make ends meet. The high caseload for food assistance and number of children eligible for free and reduced-price lunches are indicative of high levels of food insecure households within Adams County.

Options for mobility limited populations to get where they need to go.

Mobility limited populations, such as older adults and the homeless, experience difficulty in finding transportation to where they need to go throughout Adams County and within the metro region.

Gaps -

Access to medical insurance.

Adams County has both a high number of residents who do not have medical insurance and residents who are eligible for Medicaid but not registered. Closing this gap would increase the number of low-income residents' access to medical services.

Education levels on job requirements outstrip obtained education for many.

The rate of jobs requiring a bachelor's degree is greater than the rate of residents with bachelor's degrees seeking employment in Adams County.

Lack of healthy food options for many.

When asked about the difficulty of accessing healthy foods, approximately one-third of community survey respondents indicated this was somewhat to very difficult, and another third indicated accessing healthy food was a little difficult. Focus group participants identified a few areas, such as southwest Adams County, as being food deserts. The need for healthy food is something in requiring further examination for a sizable portion of the low-income population Adams County.

Limited availability of subsidized housing.

With fewer than 5% of housing units in Adams County affordable for low-income households, there are limited rental options. Excessive demand for subsidized housing has created long waiting lists for receiving housing assistance. Low-income households are left with few options.

Public transportation destinations lacking and fares too expensive.

Many low income households have inadequate transportation options. Public transportation throughout Adams County often lacks necessary destinations. Further compounding the problem is the high cost of fare. A round trip using public transportation is \$5.20, a cost that many find prohibitive for their day-to-day needs.

Childcare options for parents of special needs children lacking.

One identified gap in childcare was the lack of options for parents raising children with special needs.

Availability of beds for homeless may be lacking.

While recent counts by Metro Denver Homeless Initiative appear to roughly align with the number of available beds at shelters in Adams County, it is believed these figures represent an undercount of the actual numbers of homeless individuals currently in the county.

Barriers -

Knowledge of available services.

Both community and provider survey respondents in Adams County rated knowing of available services to be one of the most common barriers to accessing services. Many low-income residents may be without reliable phones, computers, or internet access to help them identify what services may be available to them and where to go to access the services.

Spanish language materials lacking at some providers.

While most providers indicated the availability of Spanish speaking staff, approximately half indicated that Spanish language materials were not available. As a result, Spanish speakers experienced greater barriers in accessing services.

Limited and unaffordable options for acquiring marketable skills. For those most in need of vocational training and education, the costs associated with these organizations can be prohibitive.

Application process can be challenging.

Many low-income Adams County residents struggle with the amount of paperwork required to access services. Some focus group participants recalled stories of being unable to seek clarification on some applications they found to be particularly confusing.

Most all barriers magnified for homeless individuals.

Across the board, nearly every barrier rated by homeless or formerly homeless respondents was rated much higher than the rest of the sample. Without their basic needs being met and access to basic resources limited, the challenges experienced by low-income residents are magnified for those experiencing homelessness.

H. COMMUNITY ACTION PLAN (3 YEARS)

1. What specific <u>strategies and services</u> will be employed through the community action plan to address the needs identified in the community needs assessment? <u>Click here for examples from the new annual report.</u>

Adams County will provide services to address the identified needs in our Community Needs Assessment through a combination of sub-recipients, sub-contractors, and partnerships.

Education and Cognitive Development:

Sub-recipient, New Legacy Charter School will provide early childhood education to students whose parents are attending the high school, using a multi-generational approach for their overall services.

Health and Social/Behavioral Development (include Nutrition):

Sub-recipient, Project Angel Heart will provide prepared meals to terminally ill clients.

Sub-recipient, Adams County Emergency Food Bank will distribute food to those in need.

Civic Engagement and Community Involvement:

Sub-recipient, Ethiopian Community Development Council-African Community Center will provide community orientation classes for refugees and immigrants, using a "Getting Ahead" approach.

Services Supporting Multiple Domains:

Sub-recipient, La Raza Services, Inc. will provide case management and determine eligibility for the various programs within the agency.

Adams County will provide case management to homeless individuals.

Linkages:

Adams County and partner agencies will expand outreach to seniors so they can better access public assistance and community resources to maximize their income.

Agency Capacity Building:

Adams County will consult with Early Childhood Partnership of Adams County to provide outreach, engagement and support to early childcare centers that accept Colorado Child Care Assistance Program (CCCAP) funds.

2. Describe the <u>expected outcomes</u> for the customers or community that will be achieved. Include the projected number of unduplicated customers to be served and the projected success rate. Indicate whether each outcome is a <u>family</u>, <u>agency or community</u> level outcome.

Education and Cognitive Development:

Family level: 79 students will demonstrate improved positive approaches toward learning, including attention skills and will achieve at basic grade level.

Health and Social/Behavioral Development (include Nutrition):

Family level: 15,079 residents will have nutritional needs met.

Civic Engagement and Community Involvement:

Family Level: 900 refugees and immigrants will gain civic skills to be able to improve their quality of life.

Services Supporting Multiple Domains:

Family level: 400 people experiencing homelessness will have a reliable address.

Family level: 200 people will enroll in health and/or employment services.

Linkages:

Family level: 500 seniors will gain knowledge necessary to improve their access to public assistance and maximal benefits they are eligible for.

Agency level: Adams County agencies will gain knowledge of socially and economically needy seniors.

Agency Capacity Building:

Agency level: 550 childcare centers will increase quality of care.

3. How will success be measured? Include the <u>outcome indicators, the data collection and/or measurement</u> <u>tool, the person(s) responsible for evaluation and the frequency of data collection and evaluation</u>. Include both quantitative and qualitative evaluation techniques. Click here for examples from the new annual report.

These are the projected outcome indicators for Year One:

Education and Cognitive Development:

75 of 79 early childcare students will demonstrate improved positive approaches towards learning and will achieve at basic grade level. This data will be collected and evaluated by sub-recipient staff through the online Teaching Strategies Gold assessment tool twice a year; with a 95% projected success rate.

Health and Social/Behavioral Development (include Nutrition):

13,579 of 15,000 residents will have their nutritional need met. This data will be collected by the sub-recipient staff through service numbers, daily, monthly and year-end reports. Client surveys will evaluate the qualitative nature of the services, with a 90% projected success rate.

Civic Engagement and Community Involvement:

810 of 900 participants will demonstrate an understanding of home buying process; demonstrate an understanding of finance management, with an 85% projected success rate.

675 of 900 participants will demonstrate an understanding of how to safely navigate in their new community, with an 85% projected success rate.

765 of 900 participants will demonstrate an understanding of available health resources, with an 85% projected success rate.

This data will be collected by the sub-recipient staff through post-tests as well as observations and conversations with individuals to access their understanding. Post-tests are completed by participants at the end of each session.

Services Supporting Multiple Domains:

180 of 200 residents will enroll in 1 or more programs to help individuals emerge or prevent crisis such as domestic violence, sexual assault, human trafficking, mental health, HIV, and parolee re-entry. Services supporting multiple domains include: health care access and benefit enrollment; youth education and leadership; employment opportunities in the skilled trades, with a 90% projected success rate. Salesforce software will be utilized to manage client data across all programs. Data will be reviewed and evaluated on a quarterly basis by sub-recipients.

200 of 400 people experiencing homelessness will receive a PO Box or a mailing address, with a 50% projected success rate. A tracking tool will be used to track the number of individual obtaining a mailing address and will be maintaining by Adams County.

Linkages:

One senior-specific community needs assessment will be completed with a 100% projected success rate, one website for Aging Well in Adams County will be developed and an eNewsletter will be produced for seniors, with an 80% projected success rate. These will be measured by the actual project completion and usage of the website and signup for the eNewsletter. Progress reports will be completed quarterly.

Agency Capacity Building:

275 of 550 childcare centers will receive support and be at high quality performance, with a 50% projected success rate. Sub-contractor will keep track of childcare center capacity building/support as well as monitor quality childcare scores. Program reports will be collected quarterly by CSBG program staff from sub-recipients and sub-contractor agencies.

4. What <u>other community entities</u>, <u>organizations</u>, <u>or stakeholders</u> recognize the value of this program as partners in this plan? Please describe how your partners are contributing to this project and how services will be coordinated. Describe how duplication of services will be avoided.

The Adams County Community Enrichment Steering Committee consists of stakeholders from various jurisdictions and services providers. Through this partnership, we will be able to accomplish more, avoid duplication, and better serve our residents.

Adams County's tri-partite board members are valued stakeholders who see the importance of the CSBG program and have contributed to the plan by participating in the overall development.

5. Describe <u>how CSBG funds are leveraged</u> with other cash and in-kind resources in the community. In what ways does CSBG fill gaps in services or address unmet needs in the community?

By partnering with sub-recipients, we are able to fill the service gaps that exist within the County. CSBG funds do not completely fund all programs, but act as the glue within the agencies to be able to offer these services. Therefore, with the aid of CSBG funds, agencies are able to leverage their funding sources.

6. How is **Results Oriented Management and Accountability (ROMA)** – the 5-step process of assessment, planning, implementation, achievement of results and evaluation – used in your agency and program? Describe how you achieve **each of the five steps** in the process.

Adams County CSBG Department is committed to incorporating the ROMA process throughout grant cycles. Described below is how Adams County achieved the five step process.

Assessment -

In order to better understand the needs of low-income residents living in Adams County, along with the potential gaps and barriers in services, provided by government and community organizations, Adams County Human Services partnered with Joining Vision and Action (JVA) to conduct the 2017 Community Needs Assessment. This helped us gather information from the community. The Community Enrichment Plan was also utilized to gather data within service providers to also access needs and priorities and was considered an additional document within the Community Needs Assessment.

Planning -

The CSBG Department staff and tri-partite board meet on December 16, 2016 and developed the following mission statement: To empower Adams County individuals, families, and communities to achieve stability and self-sufficiency by linking and leveraging local resources. Utilizing our mission statement and the outcomes from the Community Needs Assessment (to include the Community Enrichment Plan), the board and staff meet on July 21, 2017 to review and approve the overall board recommendations for sub-recipient awardees to Adams County Board of County Commissioners.

Implementation -

The strategy Adams County plans to implement is awarding sub-recipients to carry out the services and will also subcontract to implement services based on community needs. Adams County will also link services to our older adults and mobility-limited populations.

Achievement of Results -

Adams County CSBG staff and Tri-partite Board will observe sub-recipients and sub-contractors to monitor and report progress internally and externally.

Evaluation -

At the end of each program year, Adams County CSBG staff will gather data and evaluate to report back to the state office via annual report.

7. When was the last ROMA training accessed by the organization? Who attended, and who provided the training?
Staff:
Julianna Nelson – attended ROMA training on February 16, 2017 provided by DOLA and CCAA.
Sue Bozinovski – attended ROMA training on June 14, 2016 provided by the CCAA.
Esther Ramirez – attended ROMA training on June 14, 2016 provided by CCAA.
Tri-partite board:
Damian Gonzales – attended ROMA training on June 14, 2016 provided by the CCAA.
Randy McCall – attended ROMA training on July 16, 2014 provided by DOLA and CCAA.

Did a **Certified ROMA Trainer** review this Community Action Plan prior to submission? ⊠Yes □No Provide the name of the Certified ROMA Trainer who completed the review: Josiah Masingale

I. STRATEGIC PLAN (5 YEARS)

1. What is the <u>long-term vision</u> for the CSBG program at your organization or department? How does this vision address reduction of poverty, revitalization of low income communities, and/or empowerment of people with low incomes to become more self-sufficient?

The Adams County Board of Commissioners passed a resolution in public hearing on Jan. 18, 2012, adopting the new Adams County Mission, Vision, and Goals as the framework by which the county operates and delivers services to the residents of Adams County.

Mission:

To responsibly serve the Adams County community with integrity and innovation.

Vision:

Adams County is the most innovative and inclusive county in America for all families and businesses.

Goals:

- Education and Economic Prosperity
- High Performing, Fiscally Sustainable Government
- Quality of Life
- Safe, Reliable Infrastructure
- Community Enrichment

Adams County Human Services has developed the Community Enrichment Initiative and Steering Committee to work towards the County's Community Enrichment goal: Adams County provides a human service network that protects the vulnerable in our community. We improve lives through integral community partnerships.

As part of the long-term vision within the CSBG Program, our work will align with the County's goal by establishing partnerships by awarding funds to agencies that work towards the reduction of poverty by protecting the vulnerable in our community. The CSBG Program has determined their mission to be: *To empower Adams County individuals, families, and communities to achieve stability and self-sufficiency by linking and leveraging local resources.*

2. What <u>strengths, weaknesses, opportunities and threats</u> contribute to the organization or department's ability to achieve the long term vision indicated above. Strengths and weaknesses are internal to the organization. Opportunities and threats are external to the organization.

A major strength in Adams County is the multiple agencies providing services to people with low-income. We understand that it can be a challenge to coordinate efforts within the Adams County community. We have the opportunity to partner with agencies to avoid duplication of efforts, network, and empower residents to achieve stability and self-sufficiency.

3. What long-term family, agency and/or community goals are addressed by the strategic plan?

We have utilized the CSBG Program mission statement to establish the long-term goals that will be addressed. We plan to continue supporting Adams County residents, families and communities to achieve stability and self-sufficiency by linking them to resources through sub-recipients and partnerships.

4. How was **customer satisfaction information and customer input** included in the strategic planning process?

The qualitative data gathered from the Community Needs Assessment (to include the Community Enrichment Plan) was gathered through surveys and focus groups. This data included customer satisfaction with various services provided in the community. We then analyze this data to ensure it aligns with the long-term vision/strategic plan.

5. How are the goals in the strategic plan <u>supported by your community action plan</u>? How will <u>progress be tracked</u> towards the overall vision and goals expressed in your strategic plan?

By aligning with the Adams County Community Enrichment goal, the CSBG Program will support the efforts by providing funds to partner agencies. The CSBG staff will monitor sub-recipients to ensure services work towards to overall vision. Staff will work with each sub-recipient to ensure they meet their goals and objectives stated in their contract.

Official Board Action taken on

	Date			
Submission of this form indicates official action by the applicant's governing board authorizing application for these funds.				
tables and other documentation	and belief, statements and data in this apon, are true and correct and the submissiapplicant/lead jurisdiction and other parti	on of same has been duly authorized		
	Signature, Chair	_		
	Name (typed or printed)	_		
	Title	-		
	Date	-		



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 26, 2017
SUBJECT: Lease Amendment for Metro North at 11990 Grant Street
FROM: Chris Kline, Director
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the extension of the lease agreement by three years (to five years total).

BACKGROUND:

Adams County currently leases office space from Metro North, Ltd. at 11990 Grant Street, Suite 216. With the opening of the new Human Services Center, the service delivery formerly conducted at this site was moved. Adams County Human Services wishes to re-purpose this leased office space to conduct Treatment Services for clients involved with the Children and Family Services Division. The Treatment Services are presently conducted in another leased property, the lease for which ends December 31, 2017. The Metro North office space will be slightly modified to accommodate the needs of Treatment Services and that program function will relocate to the Metro North site. The advantage for clients in our delivery of Treatment Services in a smaller, off-site location will be maintained.

The current lease has just over two years remaining in the original term. In negotiating the transition of occupants and the minor interior modifications to the space with the landlord, we were able to secure a three-year extension to the lease. Occupancy under the amended lease will run five years, through September 30, 2022.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services, Facilities Operations

Revised 06/2016 Page 1 of 3

ATTACHED DOCUMENTS:

Resolution Lease Amendment

Revised 06/2016 Page 2 of 3

FISCAL IMPACT:

Please check if there is no fiscal section below.	impact ⊠. If	there is fisc	al impact, pl	ease fully com	plete the
Fund:					
Cost Center:					
		ſ		~	
			Object Account	Subledger	Amount
Current Budgeted Revenue:					
Additional Revenue not included in	n Current Budge	et:			
Total Revenues:					
				=	
			Object Account	Subledger	Amount
Current Budgeted Operating Exper					
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			
1 to W 2 2 2 5 2 6 questions					
Future Amendment Needed:	☐ YES	□ NO			
Additional Note:					

Revised 06/2016 Page 3 of 3

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT 1 TO THE OFFICE SPACE LEASE BETWEEN ADAMS COUNTY AND METRO NORTH, LTD., FOR PREMISES AT 11990 GRANT STREET

Resolution 2017-

WHEREAS, Adams County wishes to amend the existing office space lease for the Adams County Human Services Department for the purpose of extending the term of the lease and gaining suitable modifications to the leased space; and,

WHEREAS, Metro North, Ltd., owns suitable office space located at 11990 Grant Street, Suite 216 that is currently leased to Adams County upon the terms and conditions of the original Office Space Lease; and,

WHEREAS, the existing Office Space Lease is for an initial term of five years, with a five-year renewal option, at a current monthly rent of \$9,360.00; and,

WHEREAS, Adams County wishes to utilize the leased office space to conduct a different portion of service delivery within the Children and Family Services Division of the Adams County Human Services Department; and,

WHEREAS, Adams County has negotiated a lease extension to include tenant improvement modifications and an extension term of 36 months.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Amendment 1 to the Office Space Lease between Adams County and Metro North, Ltd., be approved.

BE IT FURTHER RESOLVED that the Chair is authorized to execute said Amendment 1 to the Office Space Lease on behalf of Adams County.

AMENDMENT I

September 7, 2017

To that certain Office Space Lease (Lease) dated April 11, 2014, by and between METRO NORTH, LTD., a California Limited Partnership ("Landlord"), ADAMS COUNTY, COLORADO, ("Tenant"), to that certain Lease at 11990 Grant Street, Suite 216, Northglenn, Colorado 80233.

WHEREAS, the parties have agreed to amend the Lease to substitute occupant, delete Article 15.3 and change other terms as stated in this Amendment.

The Lease is hereby amended as follows:

1. ARTICLE 1.1C: Landlord's Address for Notices:

Delete:

3234-A South Wadsworth Blvd.

Lakewood, CO 80227

Insert:

574 Santa Fe Drive

Suite 300

Denver, CO 80204

2. ARTICLE 1.1D: Landlord's Representative:

Delete:

Phil Hiemer, Property Manager

Phone No.:

303.985.8701, ext. 102

E-Mail address: phiemer@summitgroupdenver.com

Insert:

John Hiemer, Property Manager

Phone No.: 303

303.991.6499

E-Mail address: jhiemer@wheelhousecommercial.com

- ARTICLE 1.1E: Commencement Date: The actual commencement date of the Lease is September 1, 2014.
- ARTICLE 1.1G: Lease Expiration Date: The actual Lease Expiration Date of the Lease is September 30, 2019.

5. ARTICLE 1.1Q: Brokers:

Delete:

Landlord:

Emeric R. Holderith, The Summit Group, Inc.

Insert:

9/7/17

Landlord:

John W. Hiemer, The Summit Group, Inc.

Tenant:

Wendy Weiss, Guidance Corporate Realty Advisors

6. **EXTENSION TERM:** The term of the Lease is extended for an additional thirty-six (36) months, commencing on October 1, 2019 and terminating on September 30, 2022.



- 7. **ARTICLE 1.1M: BUILDING EXPENSE BASE YEAR:** Commencing October 1, 2019, the Building Expense Base Year shall be 2020.
- 8. ARTICLE 1.1V: BASE MONTHLY RENT:

Months 35 (August 2017) – 36

Current Lease Term:

\$9,360.00/Monthly
Months 37 – 48
Months 49 – 60

\$23.00/RSF/YR x 4992 RSF ÷ 12 mo. = \$9,568.00/Monthly
\$23.50/RSF/YR x 4992 RSF ÷ 12 mo. = \$9,776.00/Monthly

Extension Term:

 $\begin{array}{lll} \mbox{Months $1-3$} & \mbox{Free Base Monthly Rent} \\ \mbox{Months $4-12$} & \mbox{$23.50/RSF/YR x 4992 RSF} \div 12 \mbox{ mo.} = \$9,776.00/Monthly} \\ \mbox{Months $13-24$} & \mbox{$23.50/RSF/YR x 4992 RSF} \div 12 \mbox{ mo.} = \$9,776.00/Monthly} \\ \mbox{Months $25-36$} & \mbox{$23.50/RSF/YR x 4992 RSF} \div 12 \mbox{ mo.} = \$9,776.00/Monthly} \\ \mbox{Months $25-36$} & \mbox{$23.50/RSF/YR x 4992 RSF} \div 12 \mbox{ mo.} = \$9,776.00/Monthly} \\ \mbox{Months $25-36$} & \mbox{$23.50/RSF/YR x 4992 RSF} \div 12 \mbox{ mo.} = \$9,776.00/Monthly} \\ \mbox{Months $25-36$} & \mbox{$23.50/RSF/YR x 4992 RSF} \div 12 \mbox{ mo.} = \$9,776.00/Monthly} \\ \mbox{Months $25-36$} & \mbox{$23.50/RSF/YR x 4992 RSF} \div 12 \mbox{ mo.} = \$9,776.00/Monthly} \\ \mbox{Months $25-36$} & \mbox{$23.50/RSF/YR x 4992 RSF} \div 12 \mbox{ mo.} = \$9,776.00/Monthly} \\ \mbox{Months $25-36$} & \mbox{$23.50/RSF/YR x 4992 RSF} \div 12 \mbox{ mo.} = \$9,776.00/Monthly} \\ \mbox{Months $25-36$} & \mbox{$23.50/RSF/YR x 4992 RSF} \div 12 \mbox{ mo.} = \$9,776.00/Monthly} \\ \mbox{Months $25-36$} & \mbox{Months $25-36$} & \mbox{Months $25-36$} \\ \mbox{Months $25-36$} & \mbox{Months $25-36$} & \mbox{Months $25-36$} & \mbox{Months $25-36$} \\ \mbox{Months $25-36$} & \mbox{Months 25

 $22.50/RSF/YR \times 4992 RSF \div 12 mo. =$

As long as Landlord is given access to commence the Tenant Improvements by no later than September 18, 2017, and Tenant pays the Base Monthly Rent due for September, 2017, Landlord agrees to abate the Base Monthly Rent during the period of time that the Tenant does not have access to the Premises while the Tenant Improvements, referenced in Work Letter (Exhibit "A"), are being constructed. Once substantial completion of the improvements are completed and the Tenant is able to occupy the Premises, Base Monthly Rent shall commence on such date. If the date of substantial completion falls on a day other than the first day of the month, Base Monthly Rent shall be prorated based upon actual days the tenant was able to occupy the Premises.

- 9. **ARTICLE 1.1W: PERMITTED USE:** Landlord consents to the substitution of the Internal Treatment Team in lieu of Children and Family Services. The Internal Treatment Team shall move in within fourteen (14) business days of substantial completion of construction.
- 10. **TENANT IMPROVEMENTS:** Landlord shall provide turnkey tenant improvement build-out to remodel two (2) existing conference rooms into four (4) private offices per the attached Work Letter (Exhibit "A").

Upon (i) completion of the Tenant Improvements, (ii) occupancy by the substitute occupant and (iii) payment in full of the amount for tenant improvements as stated in the Work Letter, Article 15.9 RESTORATION OF PREMISES shall become null and void, except as provided for in Paragraph 11.

11. ARTICLE 15.2 AVAILABILITY OF FUNDS: shall be deleted and replaced with the following 15.2: This Lease shall not constitute a multi-year fiscal obligation. Payments made pursuant to this Lease, whether in whole or in part, are subject to and contingent upon the continuing availability of County Funds ("County Funds") for the purposes hereof. In the event that said County Funds, or any part thereof, become unavailable, then Tenant may terminate this Lease with ninety (90) days' written notice to Landlord. If the Tenant cancels the Lease due to loss of funding, then Tenant shall pay to Landlord a Cancellation Fee within 60 days of the 90 day notice. The Cancellation Fee shall equal the then (i) unamortized leasing commissions amortized at six percent (6%) annual interest, plus (ii) the then unamortized Landlord's documented construction costs, as required to construct the Premises, amortized

at six percent (6%) annual interest, plus (iii) the remaining amount due for tenant improvement pursuant to the Work Letter (Exhibit "A"), plus (iv) unamortized leasing commissions on the extension term, plus (v) two (2) month's gross rent. Commencing October 1, 2017 items (i) and (ii) of the Cancellation Fee shall be zero. Tenant will still be liable for items (iii), (iv) and (v). In addition Tenant shall pay all amounts due under the Lease, including all Rents due after the 90 day notice is given until the Cancellation Date. If Tenant does not timely pay the Cancellation Fee or all amounts due under the Lease until the Cancellation Date, then Tenant's right to terminate pursuant to the 90 day notice shall be null and void; however Tenant may provide an additional 90 day notice to cancel at a later date.

- 12. ARTICLE 15.3 TENANT TERMINATION: Article 15.2 TENANT TERMINATION is hereby deleted and made null and void.
- 13. **Exhibit "E"** Option to Renew is deleted and replaced by Option to Renew (Exhibit "B").
- 14. ANTENNA: Adams County currently has two (2) microwave dishes on the roof of Metro North, pursuant to a Rooftop License Agreement, dated December 17, 2003, and further amended by Addendum One dated December 17, 2004, Addendum Two dated January 1, 2008, Addendum Three dated February 1, 2009, and Addendum Four dated January 17, 2012. The parties execute Addendum Five to the Rooftop License Agreement attached as Exhibit "D".
- 15. CONFERENCE ROOM. Tenant shall have use of the common conference room at no charge, subject to the same rules and regulations as all other tenants.

To the extent that any provisions of said Lease are inconsistent with the terms of this Amendment I, this Amendment I shall control. All other terms and conditions of the Lease not affected by this Amendment I shall remain in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment I with the respective dates set forth below with the intent to be legally bound thereby as of the Effective Date of this Amendment I.

DATED: 9/8/17 AS LANDLØRD:	DATED: AS TENANT
METRO NORTH, LTD., a California Limited Partnership	ADAMS COUNTY, COLORADO
CC&B INVESTMENT GROUP, INC. A California Corporation GENERAL PARTNER	By:

Glenn Carpenter, Co-President

CAUSERSUHIEMER.PORTUSFUNDS\APPDATA\LOCALMICROSOFT\WINDOWS\TEMPORARY INTERNET FILES\CONTENT.OUTLOOK\3K IY8ACI\ADAMS COUNTY AMENDMENT I 2017 V4 (003).ADAMS COUNTY COMMENTS.COUNTY CLEAN.DOC 9/7/17

EXHIBIT "A" WORK LETTER

This Work Letter is dated September 7, 2017, between Metro North LTD. ("Landlord"), and Adams County Colorado ("Tenant").

RECITALS:

- A. This Work Letter is part of the Office Space Lease Amendment I dated September 7, 2017 (the "Lease"), pursuant to which Landlord continues to lease to Tenant space in the Project known as Metro North, located at 11990 Grant St Suite 216, Northglenn, Colorado 80233. Any capitalized term not defined herein shall have the meaning set forth in the Lease.
- B. Tenant desires to have certain improvements made to the Premises, and Landlord agrees make them according to this Work Letter. Tenant shall pay for the improvements as stated herein.

1. DEFINITIONS.

In this Work Letter, these defined terms are:

- (a) Tenant Improvements: The Tenant Improvements shall include:
 - The development of plans and documents, as determined by Landlord's architect or consultants.
 - ii. The plans shall be in material accordance with the Space Plan attached as Exhibit "A-1"
- (b) Landlord's Representative: John Hiemer
- (c) Tenant's Representative: Jeff Bowman, Facilities and Fleet Management Director

2. REPRESENTATIVES.

Landlord appoints Landlord's Representative to act for Landlord in all matters associated with this Work Letter. Tenant appoints Tenant's Representative to act for Tenant in all matters associated with this Work Letter. All inquiries, requests, instructions, authorizations, and other communications with respect to the matters covered by this Work Letter will be made to Landlord's Representative or Tenant's Representative, as the case may be. Tenant will not make any inquiries of or requests to, and will not give any instructions or authorizations to, any employee or agent of Landlord, including, without limitation, Landlord's architect, engineers, and contractors or any of their agents or employees, with regard to matters associated with this Work Letter. Either party may change its Representative at any time by three (3) days' prior written notice to the other party.

3. DESCRIPTION OF "LANDLORD'S WORK"

See Exhibit "A-1". Landlord shall contract for and manage all aspects of the design and construction, including but not limited to all stamped drawings, permitting and construction.

4. DESIGN AND CONSTRUCTION TIMETABLE

Landlord shall perform the work, subject to force majeure and subject to no interference from Tenant, by the later of December 1, 2017, or substantial completion of the tenant improvements. The Premises will be vacant for the Landlord to perform the work, and Tenant shall make commercially reasonable efforts not to interfere with Landlord's contractors.

5. TENANT PAYMENT FOR TENANT IMPROVEMENT. The cost of the tenant improvements is \$28,037.00 Said amount shall be amortized at 8% interest in sixty (60) equal monthly payments of \$568.49 to be paid commencing on October 1, 2017, and each successive month until paid in full. The payments shall be considered additional monthly rent.

Landlord and Tenant have executed this Work Letter as of the day and year first above written.

LANDLORD:	
METRO NORTH, LTD, a California	a LP
CC&B INVESTMENT GROUP, IN	C.
a California Corporation	
GENERAL PARTNER	>
Rv: A	
Its: Co-President	
Date: 9/8//	7
Dail.	
TENANT:	
ADAMS COUNTY, COLORAD	O
And the base of the same state of	
By:	
lts:	

EXHIBIT A-I TENANT'S DRAFT PLAN SUBMITTED TO LANDLORD

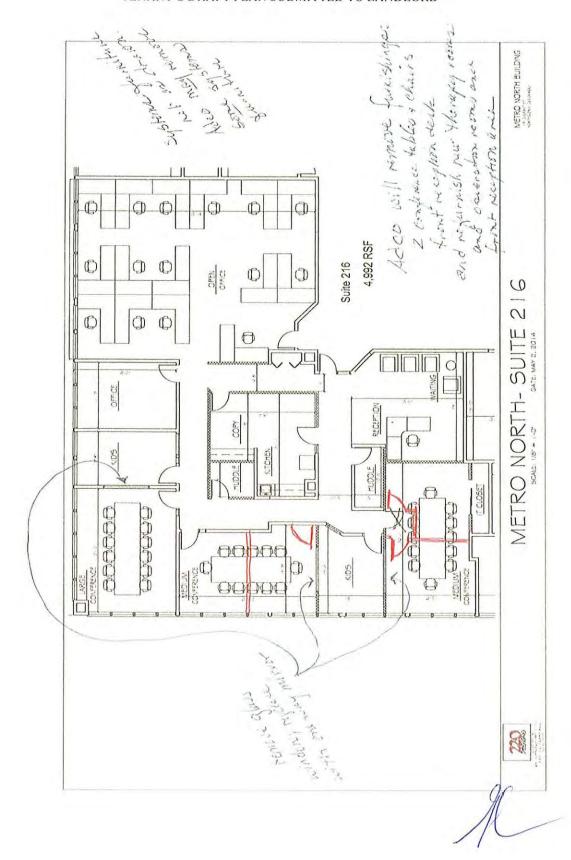


EXHIBIT "B"

OPTION TO RENEW LEASE

This Option to Renew Lease is entered into by and between METRO NORTH, LTD., a California Limited Partnership (Landlord") and ADAMS COUNTY, COLORADO ("Tenant") to be effective as of the same date as that certain Amendment I dated September 7, 2017 entered into by and between Landlord and Tenant for the Lease of those Certain Premises described as 11990 Grant Street, Suite 216, Northglenn, Colorado 80233.

- For and in consideration of Tenant having paid each and every installment of rent during the entire Lease Term (time being made expressly of the essence), Landlord hereby grants to Tenant an option to renew the Lease for an additional term of thirty-six (36) months (the "Renewal Term") commencing on October 1, 2022, (the "Renewal Commencement Date") and ending on September 30, 2025, (the "Renewal Expiration Date").
- The Lease of the Premises for the Renewal Term shall be on the same terms and conditions as set forth in the Lease except that the Base Monthly Rent for the Premises during the Renewal Term shall be as set forth in Paragraph 4 below. The Premises for the Renewal Term shall be in an "as is" condition with no tenant improvements.
- 3. Provided Tenant is not then, and has not been at any time during the Lease Term, in default under the Lease, Tenant may exercise its right to renew the Lease for the Renewal Term only by giving to Landlord written notice of its election to renew the Lease for the Renewal Term not sooner than three hundred (300) days and not later than two hundred seventy (270) days (time is of the essence) prior to the Lease Expiration Date. Any attempt at exercising this Option made other than within the time periods stated herein and in the manner stated herein shall be void and of no force or effect regardless of any other clause in the Lease including but not limited to any Right of Refusal, if any.
- 4. The Base Monthly Rent to be paid by Tenant to Landlord during the Renewal Term of this option to Renew Lease shall be "Then Market Rent Rate" described as follows:
 - The term "Then Market Rent Rate" shall mean the rent rate described below in effect at the time of Tenant exercising its right to renew by giving Landlord written notice of this Option. The "Then Market Rent Rate" shall be the fair market rent rate which shall consider all elements affecting the lease transaction, including, but not limited to, Tenant creditworthiness, no improvement allowance or rent abatement and that Landlord shall not lose rent because of any marketing or construction time. If the parties disagree as to the Then Market Rent Rate, Tenant shall pay to Landlord the amount Landlord determines to be the Then Market Rate until such time as a determination is made otherwise by a court. If the determination by court is made as to the Then Market Rate and said amount is less than the amount determined by Landlord then Landlord shall within thirty (30) days of determination, pay to Tenant the difference between Landlord's determination, pay to Landlord then Tenant shall within thirty (30) days of determination, pay to Landlord the difference between Landlord's determination, pay to Landlord the difference between Landlord's determination and the court's decision, that had already been paid by Tenant.
- This Option to Renew Lease shall be personal to Tenant and may not be assigned by Tenant to any other party or to any assignee or sublessee of Tenant. This Option to Renew Lease shall automatically and without notice terminate upon any termination or cancellation of the Lease.
- 6. Notwithstanding the above, if after Tenant's valid exercise of this Option to Renew Lease, but prior to the Renewal Commencement Date, Tenant is in default under the Lease, Landlord may unilaterally by written notice, at its option, cancel this Option to Renew Lease and immediately this Option to Renew Lease shall be void and of no force or effect.

Dated: September 8.2017

AS LANDLORD:
METRO NORTH, LTD.,
a California Limited Partnership

CC&B INVESTMENT GROUP, INC.
A California Corporation
GENERAL PARTNER

By:
Glenn Carpenter, Co-President

7. Time is of the essence with respect to the foregoing.

EXHIBIT "C"

BROKERAGE RELATIONSHIPS DISCLOSURE (BUYER, TENANT)

As required by the laws of the State of Colorado, **The Summit Group, Inc. and its agents**, hereby inform you that we are working with you as a seller's agent. For purposes of this disclosure, buyer also means "Tenant" and seller also means "Landlord."

SELLER'S AGENT: On properties we have <u>listed</u>, we are an <u>agent</u> for the seller, and not your agent, unless we enter into a written agreement to act as your agent. We owe duties to the seller which include utmost good faith, loyalty and fidelity. We will negotiate on behalf of and act as an advocate for the seller. Please do not tell us any information which you do not want shared with the seller. You are not vicariously liable (legally responsible) for our actions. Although we do not represent you, we will disclose to you all adverse material facts about the property actually known by us. We will assist you without regard to race, creed, sex, religion, national origin, familial status, marital status, or handicap.

THIS IS NOT A CO	NIRACI
On	, 2017, we were given a copy of this Brokerage Relationships Disclosure.
ADAMS COUNTY,	COLORADO
Ву:	
On Seff 7 a copy for our records	, 2017, I provided the Tenants with a copy of this Disclosure and have kept
THE SUMMIT GRO	UP, INC.
By: John W. Hiemer,	Heren Broker Associate

NOTE: DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, BUYER AGENCY, OR TRANSACTIONAL-BROKER.

MILLO TO NOW 1 CONTROLOW

ADDENDUM FIVE TO ROOFTOP ANTENNA LICENSE AGREEMENT WITH METRO NORTH

THIS ADDENDUM FIVE ("Addendum 5") with an effective date of September 7, 2017 ("Effective Date") to that certain Rooftop Antenna License Agreement dated December 17, 2003, and amended by Addendum 1 dated on or about January 14, 2005, Addendum 2 dated on or about December 20, 2007, Addendum Three dated January 7, 2009, and Addendum Four dated January 17, 2012 ("Agreement") by and between METRO NORTH, LTD, a California limited partnership ("Licensor"), and ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS ("Licensee"), for the building at 11990 Grant Street, Northglenn, Colorado 80233.

This Agreement is hereby amended for the purpose of extending its term and for other purposes as follows:

- 1. Sections 2. Rent and 3. Term shall be amended as follows: The Term of the Agreement shall be extended until September 30, 2022. Commencing on the 1st day of the month after the Effective Date of this Addendum 5, the License Fee shall be \$1,025.00 per month. The Licensee shall be changed from "Adams County Board of County Commissioners" to "Adams County Colorado". Licensee, as tenant, is executing Amendment One to that certain Lease for Suite 216 at 11190 North Grant Street in Northglenn, Colorado 80233.
- 2. Section 10. Event of Default shall be amended by the addition of the following subparagraph d:
 - d. Default by Tenant under that certain Office Space Lease dated April 11, 2014 by and between Metro North, Ltd and Adams County Colorado for Suite 216, 11190 Grant Street, Northglenn, Colorado, as amended by Amendment One, dated September 7, 2017.
 - 3. Section 14. Termination by Licensee is hereby deleted.
- 4. Section 20. <u>Notices</u> shall be amended by inserting the following place of notices for Licensor and Licensee:

For Licensor

Wheelhouse Commercial Management

Attn: John W. Hiemer 574 Santa Fe Drive, #300

Denver, CO 80204 Phone: (303) 991-6499

Email: jhiemer@wheelhousecommercial.com

ror Licensee	
Adams County Colorado	
DI.	
Phone: Email:	

For I isomeso

5. The following section 31. Holdover shall be added:

- 31. Holdover. This Agreement shall terminate without further notice at the expiration of the Term and Landlord may immediately commence eviction proceedings. Any holding over by Licensee after expiration of the Term shall neither constitute a renewal nor extension of this Agreement nor give Licensee any rights in or to the Building, except as expressly provided in this section. Any such holding over shall be deemed an unlawful detainer at the Building. Any such holding over to which Licensor has not immediately initiated eviction proceedings shall be construed to be a tenancy or license from month to month, on the same terms and conditions herein specified insofar as applicable, except that the Rent shall be increased to an amount equal to one hundred fifty (150%) percent of the Rent payable during the last full month immediately preceding such holding over.
- 6. Except for the Lease, the Agreement and this Addendum 5 contain the entire understanding of the Licensor and Licensee and may not be changed, modified, or waived except by an instrument in writing that is signed by both parties.
- 7. This Addendum 5 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.
- 8. In the event of conflicts or inconsistencies between this Addendum 5 and the Agreement, the provisions of this Addendum 5 shall control. All other terms and conditions of the Agreement not affected by this Addendum 5 shall remain in full force and effect, including but not limited to Section 9. <u>Utilities</u>.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Addendum 5 with the respective dates set forth below with the intent to be legally bound thereby as of the Effective Date of this Addendum.

By:
Print Name: Title: Date: LICENSOR: METRO NORTH, LTD. A California Limited Partnership CC&B INVESTMENT GROUP, INC. a California Corporation
LICENSOR: METRO NORTH, LTD. A California Limited Partnership CC&B INVESTMENT GROUP, INC. a California Corporation
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A California Limited Partnership CC&B INVESTMENT GROUP, INC. a California Corporation
CC&B INVESTMENT GROUP, INC. a California Corporation
a California Corporation
General Partner
By:
Print Name: Glenn Carpenter
Title: Co-President / (,)
Date: 9/8/17

LICENSEE:

ADAMS COUNTY COLORADO



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 26, 2017				
SUBJECT: Environmental Safety Consultant Services				
FROM: Raymond H. Gonzales, County Manager Patti Duncan, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager				
HEARD AT STUDY SESSION ON: N/A				
AUTHORIZATION TO MOVE FORWARD: YES NO				
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment One to the agreement with B&B Environmental Safety Inc., to provide Environmental Safety Consulting Services.				

BACKGROUND:

In 2016, B&B Environmental was awarded an agreement to provide Environmental Safety Consulting Services for Adams County related to the Clean Harbors Deer Trail Facility. Clean Harbors Deer Trail is a permitted hazardous waste disposal facility allowing certain regulated Natural Occurring Radioactive Material (NORM) and Technically Enhanced NORM radioactive wastes for disposal. The facility operates under a Certificate of Designation issued by Adams County, a Radioactive Materials License issued by the Colorado Department of Public Health and Environment, and a Resource Conservation and Recovery Act (RCRA) permit from the Environmental Protection Agency. B&B Environmental Safety Inc., has provided consultation in radiation safety, permit review, and RCRA regulations.

The Community & Economic Development Department is pleased with the services provided by B&B Environmental Safety Inc. The original agreement with B&B Environmental Safety Inc., allows up to three one-year extensions. It is recommended that the first renewal option year be approved with B&B Environmental Safety Inc., at the fair and reasonable not to exceed amount of \$55,883.00, bringing the total contract value to \$111,766.00. The unit costs will remain the same.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community & Economic Development Department

ATTACHED DOCUMENTS:

Resolution

Revised 07/2017 Page 1 of 2

FISCAL IMPACT: Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below. **Fund: 25** Cost Center: 9296 **Object** Subledger Amount Account Current Budgeted Revenue: Additional Revenue not included in Current Budget: **Total Revenues: Object** Subledger Amount Account Current Budgeted Operating Expenditure: 7685 \$217,775 Add'l Operating Expenditure not included in Current Budget: Current Budgeted Capital Expenditure: Add'l Capital Expenditure not included in Current Budget: **Total Expenditures:** \$217,775

 \boxtimes NO

 \boxtimes NO

☐ YES

☐ YES

Additional Note:

New FTEs requested:

Future Amendment Needed:

Revised 07/2017 Page 2 of 2

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN ADAMS COUNTY AND B&B ENVIRONMENTAL SAFETY INC., FOR ENVIRONMENTAL SAFETY CONSULTING SERVICES

WHEREAS, in 2016, Adams County approved an agreement with B&B Environmental Safety Inc., to provide Environmental Safety Consulting Services; and,

WHEREAS, the Adams County Community & Economic Development Department would like to renew the agreement for one additional year; and,

WHEREAS, B&B Environmental Safety Inc., has agreed to provide the services in the not to exceed amount of \$55,883.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado that Amendment One to the Agreement between Adams County and B&B Environmental Safety Inc., be approved.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 26, 2017				
SUBJECT: New employee health clinic for the Human Services Center				
FROM: Raymond H. Gonzales, County Manager Patti Duncan, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager				
HEARD AT STUDY SESSION ON: January 3, 2017				
AUTHORIZATION TO MOVE FORWARD: ⊠ YES ☐ NO				
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment Three with CareHere Management, PLLC for the addition of a new employee health clinic at the Human Services Center.				

BACKGROUND:

The first Adams County employee health clinic opened at the Government Center on September 28, 2015. Working with health services provider CareHere Management, PLLC, the employee health clinic has played a major role in lowering the County's healthcare costs while creating employee engagement, reducing absenteeism, and increasing employee satisfaction. The health clinic is part of a comprehensive wellness program which includes an employee assistance program, flu shots, an annual health fair, wellness incentives, and many other opportunities to promote a health conscious work environment at the County.

The Pete Mirelez Human Services Center opened on September 11, 2017. For the benefit of the Human Services employees and their families, this building included space for a new employee health clinic.

Staff is recommending that Amendment Three be approved with CareHere Management, PLLC, for the opening of a new employee health clinic at the Human Services Center in the not to exceed amount of \$55,000.00 for a total contract price of \$898,090.00.

Health Services Provider Agreement between Adams County and CareHere Management, PLLC				
Original Agreement for GC Clinic	\$784,270.00			
Amendment One for Kaiser Rate Change	\$44,500.00			
Amendment Two for Propel Software	\$14,320.00			
Amendment Three for HSC Clinic	\$55,000.00			
Total Agreement	\$898,090.00			

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Revised 07/2017 Page 1 of 2

ATTACHED DOCUMENTS:

Resolution					
FISCAL IMPACT:					
Please check if there is no fiscal section below.	impact . If	there is fisc	al impact, pl	ease fully comp	plete the
Fund: 19					
Cost Center: 8626					
		_			
			Object Account	Subledger	Amount
Current Budgeted Revenue:					
Additional Revenue not included in	Current Budget	t:			
Total Revenues:				_	
			Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			Multiple		\$187,318
Add'l Operating Expenditure not included in Current Budget:					
Current Budgeted Capital Expendit					
Add'l Capital Expenditure not inclu	ided in Current E	Budget:			
Total Expenditures:				<u>-</u>	\$187,318
New FTEs requested:	☐ YES	⊠ NO			
Future Amendment Needed:	☐ YES	⊠ NO			

Additional Note:

The budgeted operating expenditure amount listed above is for the Human Services Center clinic only.

The amount budgeted for the Government Center clinic is \$990,000.

Revised 07/2017 Page 2 of 2

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT THREE TO THE AGREEMENT BETWEEN ADAMS COUNTY AND CAREHERE MANAGEMENT, PLLC, FOR AN EMPLOYEE HEALTH CLINIC AT THE PETE MIRELEZ HUMAN SERVICES CENTER

WHEREAS, the Board of County Commissioners approved an agreement for an employee health clinic with CareHere Management, PLLC, in 2015; and,

WHEREAS, the Pete Mirelez Human Services Center Clinic will open in October 2017; and,

WHEREAS, CareHere Management, PLLC, agrees to provide a new employee health clinic at the Pete Mirelez Human Services Center in the not to exceed amount of \$55,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado that Amendment Three to the Agreement between Adams County and CareHere Management, PLLC, be approved.

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