



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
August 21, 2018
9:30 AM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

4. AWARDS AND PRESENTATIONS

- A. 2018 Adams County Fair Recognition
- B. Proclamation of Front Range Community College's 50th Anniversary

5. PUBLIC COMMENT

- A. **Citizen Communication**
- B. **Elected Officials' Communication**

6. CONSENT CALENDAR

- A. List of Expenditures Under the Dates of July 30 - August 3, 2018
- B. List of Expenditures Under the Dates of August 6-10, 2018
- C. Minutes of the Commissioners' Proceedings from August 14, 2018
- D. Resolution Ratifying the Grant Agreement Allocation in the Amount of \$350,000 from the State of Colorado for the Community Development Block Grant – Disaster Relief (CDBG-DR) Funds for the Monaco Blight Property Acquisition
(File approved by ELT)

- E.** Resolution Setting the Service Plan Hearing Date for Creekside Metropolitan District (PLN2018-00020)
(File approved by ELT)
- F.** Resolution Adopting Hearing Officer’s Recommendations for Decision Regarding Property Tax Abatement Petitions
(File approved by ELT)
- G.** Resolution to Accept a Quit Claim Deed from Aggregate Industries for a 15-Acre Parcel of Land
(File approved by ELT)
- H.** Resolution Approving Right-of-Way Agreement between Adams County and Dennis C. Bolte and Patricia E. Bolte, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
(File approved by ELT)
- I.** Resolution Approving Right-of-Way Agreement between Adams County and Thomas Linenberger and Janice Linenberger, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
(File approved by ELT)
- J.** Resolution Approving Right-of-Way Agreement between Adams County and Veronica Munoz Contreras, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
(File approved by ELT)
- K.** Resolution Approving Amendment 1 to Memorandum of Understanding between the Adams County Board of County Commissioners for the Adams County Head Start Program and the City of Brighton for Playground Use at Benedict Park, Brighton, CO
(File approved by ELT)
- L.** Resolution Approving Amendment to Lease Agreement between Adams County and Chambers Holdings, LLC for Aurora Workforce Department Office Space at 3155 N. Chambers Road, Aurora, CO
(File approved by ELT)
- M.** Resolution Approving Contract to Buy and Sell Real Estate between Adams County and Rocky Mountain Prestress
(File approved by ELT)
- N.** Resolution Approving Amendment 1 to Unimproved Land Lease between Front Range Airport and Eagle Hangar 1 Condominium Association, Inc.
(File approved by ELT)
- O.** Resolution Approving an Educational Affiliation Agreement between the University of Northern Colorado College of Natural and Health Sciences and the Adams County Human Services Department to Provide a Nursing Internship Program
(File approved by ELT)
- P.** Resolution Approving an Educational Affiliation Agreement between the University of Northern Colorado College of Natural and Health Sciences and the Adams County Human Services Department to Provide a Nutrition Internship Program
(File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

1. Resolution Approving Amendment Three to the Agreement between Adams County and Tristar Risk Management, Inc., for Workers' Compensation Third Party Administrator Services
(File approved by ELT)

B. COUNTY ATTORNEY

8. LAND USE HEARINGS

A. Cases to be Heard

1. RCU2017-00029 Sprint Nextel Holly
(File approved by ELT)

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

Proclamation
Front Range Community College's 50th Anniversary

Whereas, Front Range Community College (FRCC) is the largest community college in Colorado, with more than 28,000 students on three campuses and online; and

Whereas, FRCC enriches lives in Adams County through learning; and

Whereas, FRCC offers a wide selection of academic classes for transfer and personal or professional enrichment; and

Whereas, FRCC offers outstanding career/technical programs that prepare students to work in more than three dozen fields; and

Whereas, FRCC is a strong partner with:

- All other institutions of higher education in Colorado for the easy transfer of students; and
- Adams 12 Five Star Schools, Mapleton Public Schools, Brighton District 27J, Adams 14, Westminster Public Schools, and for high school concurrent enrollment; and
- Local entrepreneurs through the Small Business Development Center; and
- New and existing industries through customized training from the FRCC Corporate Solutions division; and

Whereas, FRCC, its staff, faculty, students, and alumni add approximately \$591 million in economic value annually to the Colorado economy with significant returns on investment for students, taxpayers, and society alike; and

Whereas, FRCC is celebrating the 50th anniversary of its founding in the fall of 1968;

Now, Therefore, Be It Resolved That, the Board of Commissioners of the County of Adams, State of Colorado, does hereby proclaim **the fall of 2018** as

Front Range Community College's
50th Anniversary Celebration

*In witness whereof, we have set our hands and caused the seal of the county to be affixed **August 21, 2018**.*

County of Adams
Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	523,369.75
4	Capital Facilities Fund	49,804.00
5	Golf Course Enterprise Fund	2,177.73
6	Equipment Service Fund	392,528.87
7	Stormwater Utility Fund	83.00
13	Road & Bridge Fund	263,526.80
19	Insurance Fund	111,929.75
25	Waste Management Fund	4,779.49
27	Open Space Projects Fund	16,600.00
28	Open Space Sales Tax Fund	52,186.41
31	Head Start Fund	22,803.55
35	Workforce & Business Center	2,272.93
43	Front Range Airport	313,612.92
50	FLATROCK Facility Fund	1,524.29
		<u>1,757,199.49</u>

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00726489	65970	BUCHANAN SANDY	07/30/18	136.00
00726492	255194	CHAMBERS HOLDINGS LLC	07/30/18	14,731.55
00726493	2381	COLO ANALYTICAL LABORATORY	07/30/18	46.00
00726496	564091	DENTONS US LLP	07/30/18	10,500.00
00726497	648037	ELLARS SARA	07/30/18	348.15
00726498	565398	GREER, AMY	07/30/18	862.50
00726499	732787	HIGH POINT ACADEMY	07/30/18	150.00
00726500	418327	IC CHAMBERS LP	07/30/18	6,586.82
00726503	13593	KAISER PERMANENTE	07/30/18	9,050.00
00726506	617679	LIM CARLENA	07/30/18	34.86
00726507	732794	LUEVANO ALYSSA	07/30/18	150.00
00726508	266471	MAZE AMANDA	07/30/18	36.00
00726509	678923	METROPOLIS MANAGEMENT & ENTERT	07/30/18	1,800.00
00726511	732793	PEREZ CARLA	07/30/18	75.00
00726512	73963	PERKINS COIE LLP	07/30/18	4,429.00
00726514	574170	SCHULTZ PUBLIC AFFAIRS LLC	07/30/18	8,666.66
00726515	732790	SOUTH PLATTE WATER RENEWAL PAR	07/30/18	400.00
00726516	38221	TRANE US INC	07/30/18	1,114.00
00726519	28303	CENTURA HEALTH	07/31/18	6,600.00
00726520	620771	CHERNYAK DMITRIY	07/31/18	1,150.00
00726522	8154	COUNTY SHERIFFS OF COLO	07/31/18	100.00
00726524	9654	LARIMER COUNTY	07/31/18	800.00
00726526	13538	SHRED IT USA LLC	07/31/18	263.73
00726529	305622	SUNDE BRIAN	07/31/18	1,500.00
00726531	178245	UMB BANK NA	07/31/18	1,250.00
00726532	8811536	UNIVERSITY OF COLO. HOSPITAL A	07/31/18	680.00
00726533	733095	VAZQUEZ DANIEL	07/31/18	400.00
00726544	433987	ADCO DISTRICT ATTORNEY'S OFFIC	08/01/18	722.82
00726545	383698	ALLIED UNIVERSAL SECURITY SERV	08/01/18	18,667.22
00726546	47314	BOGAN JOAN	08/01/18	150.00
00726548	490725	BREAK THRU BEVERAGE	08/01/18	4,705.64
00726550	733877	DARNELL DONNA	08/01/18	100.00
00726551	88066	DODGE COUNTY SHERIFF	08/01/18	100.00
00726552	617622	EAGLES TODD	08/01/18	2,500.00
00726558	32276	INSIGHT PUBLIC SECTOR	08/01/18	20,124.25
00726564	73648	METROWEST NEWSPAPERS	08/01/18	20.68

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00726566	13591	MWI VETERINARY SUPPLY CO	08/01/18	549.22
00726567	460797	NOVA CATERING	08/01/18	157.50
00726568	669732	PATTERSON VETERINARY SUPPLY IN	08/01/18	82.43
00726570	643019	REPUBLIC NATIONAL DISTRIBUTING	08/01/18	1,049.40
00726571	422902	ROADRUNNER PHARMACY INCORPORAT	08/01/18	190.24
00726573	618144	T&G PECOS LLC	08/01/18	1,800.00
00726574	725336	US CORRECTIONS LLC	08/01/18	414.00
00726575	630412	ADVANCED LAUNDRY SYSTEMS	08/01/18	385.00
00726576	626216	ATOM PHYSICS	08/01/18	150.00
00726577	33944	B C INTERIORS	08/01/18	428.57
00726578	28303	CENTURA HEALTH	08/01/18	2,400.00
00726579	40658	CROWN EQUIPMENT CORP	08/01/18	261.36
00726580	47723	FEDEX	08/01/18	69.46
00726581	346534	FIRST CHOICE COFFEE SERVICES	08/01/18	139.15
00726582	494909	IRON MOUNTAIN INTELLECTUAL PRO	08/01/18	900.00
00726583	36861	LEXIS NEXIS MATTHEW BENDER	08/01/18	2,072.99
00726584	472626	SAFEWARE INC	08/01/18	15,307.00
00726585	53265	SAMS CLUB	08/01/18	1,361.69
00726586	13538	SHRED IT USA LLC	08/01/18	257.98
00726587	51001	SOUTHLAND MEDICAL LLC	08/01/18	2,084.05
00726588	666214	TYGRETTE DEBRA R	08/01/18	360.00
00726589	117701	UNIPATH	08/01/18	100.00
00726601	725336	US CORRECTIONS LLC	08/01/18	2,016.00
00726602	3550	WESTERN PAPER DISTRIBUTORS	08/01/18	2,472.93
00726604	228213	ARAMARK REFRESHMENT SERVICES	08/01/18	465.98
00726605	734642	AUTO MART USA	08/01/18	19.00
00726606	3020	BENNETT TOWN OF	08/01/18	150.00
00726607	734651	BOESEN LAW	08/01/18	38.00
00726608	734652	BOWER JAMES	08/01/18	19.00
00726609	734653	BRADY FLUID SERVICE	08/01/18	19.00
00726610	734654	BUCIO ARRIAGA JANET	08/01/18	19.00
00726611	99357	COLO MEDICAL WASTE INC	08/01/18	4,125.00
00726612	734655	COURT OPS	08/01/18	19.00
00726613	40658	CROWN EQUIPMENT CORP	08/01/18	98.00
00726614	35867	ELDORADO ARTESIAN SPRINGS INC	08/01/18	148.90
00726615	734656	ENYART BRIAN J	08/01/18	66.00

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00726616	734670	EZ MESSENGER	08/01/18	19.00
00726617	47723	FEDEX	08/01/18	338.34
00726618	197938	FIRST CALL OF COLO	08/01/18	15,807.00
00726619	734671	GAROT PAMELA JEAN	08/01/18	19.00
00726620	734674	HOLIDAY GREGORY	08/01/18	19.00
00726621	734677	JOHNSON MARIANNE	08/01/18	38.00
00726622	734678	KING BRENDA LEA	08/01/18	19.00
00726623	40843	LANGUAGE LINE SERVICES	08/01/18	73.80
00726624	734679	MARK 1 LLC	08/01/18	66.00
00726625	734681	MCKENDALL ERIK SCOTT	08/01/18	19.00
00726626	16428	NICOLETTI-FLATER ASSOCIATES	08/01/18	880.00
00726627	124449	NMS LABS	08/01/18	20,675.00
00726628	473343	PALEO DNA	08/01/18	700.00
00726629	100332	PERKINELMER GENETICS	08/01/18	50.00
00726630	734684	PETOSA LAW LLP	08/01/18	14.00
00726631	734685	PRADO LEOBARDO	08/01/18	19.00
00726632	734686	QUINTANAR ANGUIANO ADRIAN	08/01/18	19.00
00726633	734687	RODARTE MARTIN	08/01/18	19.00
00726634	669061	SCL HEALTH	08/01/18	359.25
00726635	734689	SHER AND SHABSIN ATTORNEYS AT	08/01/18	19.00
00726636	13538	SHRED IT USA LLC	08/01/18	111.46
00726637	734690	SIVONGSAY IRONEY	08/01/18	19.00
00726638	51001	SOUTHLAND MEDICAL LLC	08/01/18	6,403.88
00726639	734691	STRISHOCK RENAE LYNN	08/01/18	19.00
00726640	734695	TEXAS DEPARTMENT OF FAMILY AND	08/01/18	19.00
00726641	734694	THE DUPONT LAW FIRM	08/01/18	51.00
00726642	734696	ULLAND CODY AUSTIN	08/01/18	19.00
00726643	117701	UNIPATH	08/01/18	3,376.00
00726644	24560	WIRELESS ADVANCED COMMUNICATIO	08/01/18	3,030.00
00726701	237471	AZZOLINA CAROL	08/02/18	87.64
00726702	199775	BAKER KRISTEN	08/02/18	148.00
00726704	13160	BRIGHTON CITY OF (WATER)	08/02/18	4,038.35
00726705	13160	BRIGHTON CITY OF (WATER)	08/02/18	926.37
00726706	13160	BRIGHTON CITY OF (WATER)	08/02/18	24,360.55
00726707	13160	BRIGHTON CITY OF (WATER)	08/02/18	32,902.77
00726708	13160	BRIGHTON CITY OF (WATER)	08/02/18	227.97

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00726709	65970	BUCHANAN SANDY	08/02/18	145.13
00726710	45321	CARDENAS LIDIA M	08/02/18	44.04
00726714	209334	COLO NATURAL GAS INC	08/02/18	28.86
00726716	226213	ELLIS HEIDI	08/02/18	126.71
00726717	438625	GOVERNOR'S OFFICE OF IT	08/02/18	820.70
00726718	13565	INTERMOUNTAIN REA	08/02/18	28.71
00726719	443757	NRG DGPV FUND 1 LLC	08/02/18	517.45
00726720	443757	NRG DGPV FUND 1 LLC	08/02/18	584.75
00726721	443757	NRG DGPV FUND 1 LLC	08/02/18	101.61
00726722	632990	PAINE JAMIE	08/02/18	841.00
00726723	13932	SOUTH ADAMS WATER & SANITATION	08/02/18	527.81
00726724	13932	SOUTH ADAMS WATER & SANITATION	08/02/18	1,031.21
00726725	4755	THORNTON CITY OF WATER & SEWER	08/02/18	560.57
00726726	1007	UNITED POWER (UNION REA)	08/02/18	29.99
00726727	1007	UNITED POWER (UNION REA)	08/02/18	245.86
00726728	1007	UNITED POWER (UNION REA)	08/02/18	97.31
00726731	46796	WESTMINSTER CITY OF	08/02/18	2,814.54
00726732	46796	WESTMINSTER CITY OF	08/02/18	837.53
00726733	46796	WESTMINSTER CITY OF	08/02/18	5,061.43
00726738	383698	ALLIED UNIVERSAL SECURITY SERV	08/03/18	1,500.93
00726739	43744	AUTOMATED BUILDING SOLUTIONS I	08/03/18	2,850.00
00726743	612089	COMMERCIAL CLEANING SYSTEMS	08/03/18	79,106.08
00726747	294059	GROUNDS SERVICE COMPANY	08/03/18	21,722.50
00726748	486419	HIGH COUNTRY BEVERAGE	08/03/18	4,984.00
00726749	8721	HILL & ROBBINS	08/03/18	477.25
00726754	66264	SYSTEMS GROUP	08/03/18	23,396.00
00726755	618587	VECTOR DISEASE CONTROL INTERNA	08/03/18	54,866.75
00726762	35974	ADAMS COUNTY TREASURER	08/03/18	29.51
00726763	35974	ADAMS COUNTY TREASURER	08/03/18	141.68
00726766	228213	ARAMARK REFRESHMENT SERVICES	08/03/18	90.00
00726767	734788	BONDS LASHANDRA A	08/03/18	54.28
00726768	293119	BUZEK, VINCE	08/03/18	65.00
00726769	327250	CINTAS CORPORATION NO 2	08/03/18	598.26
00726773	274030	COMMUNICATION CONSTRUCTION & E	08/03/18	2,890.00
00726775	669968	DIDIER DESIGN STUDIO LLC	08/03/18	4,999.99
00726776	93624	DOUGLASS TERI	08/03/18	109.84

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00726777	698569	FOREST SEAN	08/03/18	65.00
00726778	617619	GARCIA VALENTINA C	08/03/18	13.08
00726779	293118	GARNER, ROSIE	08/03/18	65.00
00726781	707953	HAMMERS CONSTRUCTION INC	08/03/18	4,198.49
00726782	293122	HERRERA, AARON	08/03/18	65.00
00726786	637390	PLAKORUS DAVID	08/03/18	65.00
00726789	734789	RICE DENISE	08/03/18	7.85
00726790	53054	RICHARDSON SHARON	08/03/18	65.00
00726791	734787	RUELAS MONIQUE	08/03/18	34.99
00726792	145355	SANITY SOLUTIONS INC	08/03/18	10,864.35
00726793	42818	STATE OF COLORADO	08/03/18	659.58
00726794	42818	STATE OF COLORADO	08/03/18	57.98
00726795	42818	STATE OF COLORADO	08/03/18	12,634.81
00726796	42818	STATE OF COLORADO	08/03/18	583.77
00726797	42818	STATE OF COLORADO	08/03/18	2,845.95
00726799	385142	THOMPSON GREGORY PAUL	08/03/18	65.00
00726801	38221	TRANE US INC	08/03/18	4,389.00
00726802	734786	TRUJILLO TILA	08/03/18	42.51
00726803	158184	UTILITY NOTIFICATION CENTER OF	08/03/18	261.00
Fund Total				523,369.75

Net Warrants by Fund Detail

4

Capital Facilities Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00726784	685674	MARGENAU ASSOCIATES INC	08/03/18	49,804.00
			Fund Total	49,804.00

Net Warrants by Fund Detail

5Golf Course Enterprise Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00726487	12012	ALSCO AMERICAN INDUSTRIAL	07/30/18	70.58
00726490	13206	C P S DISTRIBUTORS INC	07/30/18	249.49
00726491	25288	CEM LAKE MGMT	07/30/18	473.00
00726505	11496	L L JOHNSON DIST	07/30/18	304.04
00726510	335218	NAPA AUTO PARTS	07/30/18	43.42
00726518	185265	WINFIELD SOLUTIONS LLC	07/30/18	1,037.20
			Fund Total	2,177.73

Net Warrants by Fund Detail

6 Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00726488	727844	ATLANTIC MACHINERY INC	07/30/18	307,520.00
00726734	11657	A & E TIRE INC	08/03/18	2,716.07
00726735	295403	ABRA AUTO BODY & GLASS	08/03/18	50.00
00726752	16237	SAM HILL OIL INC	08/03/18	30,316.00
00726753	707670	SCHULTE INDUSTRIES LTD	08/03/18	43,526.80
00726780	12812	GROUND ENGINEERING CONSULTANTS	08/03/18	8,400.00
			Fund Total	392,528.87

Net Warrants by Fund Detail

7

Stormwater Utility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00726523	408273	JACKSON LIVING TRUST THE	07/31/18	83.00
Fund Total				83.00

Net Warrants by Fund Detail

13

Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00726486	25603	A-1 CHIPSEAL CO	07/30/18	67,427.20
00726501	13771	JOE'S TOWING & RECOVERY	07/30/18	65.00
00726513	147080	ROCKSOL CONSULTING GROUP INC	07/30/18	7,047.79
00726525	637153	MAPLETON INDUSTRIAL INVESTORS	07/31/18	29,273.08
00726590	1007	UNITED POWER (UNION REA)	08/01/18	16.50
00726591	1007	UNITED POWER (UNION REA)	08/01/18	36.00
00726592	1007	UNITED POWER (UNION REA)	08/01/18	34.00
00726593	1007	UNITED POWER (UNION REA)	08/01/18	73.41
00726594	1007	UNITED POWER (UNION REA)	08/01/18	126.70
00726595	1007	UNITED POWER (UNION REA)	08/01/18	33.77
00726596	1007	UNITED POWER (UNION REA)	08/01/18	104.37
00726597	1007	UNITED POWER (UNION REA)	08/01/18	16.50
00726598	1007	UNITED POWER (UNION REA)	08/01/18	48.84
00726599	1007	UNITED POWER (UNION REA)	08/01/18	48.84
00726600	1007	UNITED POWER (UNION REA)	08/01/18	23.16
00726603	13822	XCEL ENERGY	08/01/18	52.44
00726703	49497	BFI TOWER ROAD LANDFILL	08/02/18	3,678.36
00726737	13074	ALBERT FREI & SONS INC	08/03/18	18,779.36
00726741	49497	BFI TOWER ROAD LANDFILL	08/03/18	6,894.88
00726742	8909	BRANNAN SAND & GRAVEL COMPANY	08/03/18	5,705.24
00726744	13569	ENVIROTECH SERVICES INC	08/03/18	63,673.00
00726745	534975	EP&A ENVIROTAC INC	08/03/18	38,882.50
00726756	7872	VULCAN INC	08/03/18	10,593.70
00726757	78276	WAYNE A MITCHELL LLC	08/03/18	5,381.25
00726761	11657	A & E TIRE INC	08/03/18	267.45
00726764	13074	ALBERT FREI & SONS INC	08/03/18	380.49
00726765	12012	ALSCO AMERICAN INDUSTRIAL	08/03/18	398.13
00726770	43659	CINTAS FIRST AID & SAFETY	08/03/18	72.63
00726771	2305	COBITCO INC	08/03/18	302.81
00726787	556555	PREMIER PORTABLES	08/03/18	920.00
00726804	158184	UTILITY NOTIFICATION CENTER OF	08/03/18	198.65
00726820	11902	3M COMPANY	08/03/18	2,970.75

Fund Total

263,526.80

Net Warrants by Fund Detail

19Insurance Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00726494	17565	COLO FRAME & SUSPENSION	07/30/18	27,923.11
00726495	7859	COLOGRAPHIC INC	07/30/18	283.86
00726502	13771	JOE'S TOWING & RECOVERY	07/30/18	61.00
00726504	13593	KAISER PERMANENTE	07/30/18	76,502.92
00726559	438093	LEONARD KELLY K	08/01/18	322.50
00726730	11552	VISION SERVICE PLAN-CONNECTICU	08/02/18	36.00
00726736	734918	ACCESS TO JUSTICE RESOURCE GRO	08/03/18	2,860.00
00726746	182042	FIT SOLDIERS FITNESS BOOT CAMP	08/03/18	3,400.00
00726783	711170	JACK RYAN	08/03/18	45.33
00726785	725493	PADILLA PHILLIP K	08/03/18	495.03
			Fund Total	111,929.75

Net Warrants by Fund Detail

25

Waste Management Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00726740	535096	B & B ENVIRONMENTAL SAFETY INC	08/03/18	4,779.49
Fund Total				4,779.49

Net Warrants by Fund Detail

27

Open Space Projects Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00726751	304690	MILE HIGH YOUTH CORPS	08/03/18	16,600.00
			Fund Total	16,600.00

Net Warrants by Fund Detail

28

Open Space Sales Tax Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00726517	301358	WESTMINSTER CITY OF	07/30/18	52,186.41
			Fund Total	52,186.41

Net Warrants by Fund Detail

31Head Start Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00726549	327914	CESCO LINGUISTIC SERVICE INC	08/01/18	378.65
00726711	37266	CENTURY LINK	08/02/18	367.69
00726712	37266	CENTURY LINK	08/02/18	102.16
00726713	327250	CINTAS CORPORATION NO 2	08/02/18	135.01
00726715	248029	COMMUNITY REACH CENTER FOUNDAT	08/02/18	6,190.04
00726798	41914	TEACHING STRATEGIES INC	08/03/18	15,630.00
			Fund Total	22,803.55

Net Warrants by Fund Detail

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Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00726553	720172	ELENES JAZMIN	08/01/18	25.00
00726554	8816052	EMILY GRIFFITH TECHNICAL COLLEGE	08/01/18	339.00
00726555	8816052	EMILY GRIFFITH TECHNICAL COLLEGE	08/01/18	348.00
00726556	8816052	EMILY GRIFFITH TECHNICAL COLLEGE	08/01/18	847.50
00726557	553649	HORNER ANDREW	08/01/18	61.00
00726560	553650	MARTINEZ DOMINIC A	08/01/18	99.30
00726561	37541	MARTINEZ VICTORIA	08/01/18	25.00
00726562	727959	MAZOTTI CAMERON	08/01/18	25.00
00726563	78254	MEDINA KRISTINA	08/01/18	61.00
00726565	734479	MUNOZ JAYCE A	08/01/18	80.00
00726569	263724	RED HAWK FIRE & SECURITY	08/01/18	263.13
00726572	21779	ROCKY MTN WORKFORCE DEVELOPMENT	08/01/18	99.00
Fund Total				2,272.93

Net Warrants by Fund Detail

43**Front Range Airport**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00726521	2381	COLO ANALYTICAL LABORATORY	07/31/18	171.00
00726527	33604	STATE OF COLORADO	07/31/18	659.00
00726528	33604	STATE OF COLORADO	07/31/18	18.55
00726530	66264	SYSTEMS GROUP	07/31/18	719.39
00726534	80279	VERIZON WIRELESS	07/31/18	473.25
00726535	13822	XCEL ENERGY	07/31/18	13.59
00726536	13822	XCEL ENERGY	07/31/18	24.16
00726537	13822	XCEL ENERGY	07/31/18	35.10
00726538	13822	XCEL ENERGY	07/31/18	62.07
00726539	13822	XCEL ENERGY	07/31/18	63.65
00726540	13822	XCEL ENERGY	07/31/18	77.35
00726541	13822	XCEL ENERGY	07/31/18	133.66
00726542	13822	XCEL ENERGY	07/31/18	440.44
00726543	13822	XCEL ENERGY	07/31/18	2,310.50
00726547	8909	BRANNAN SAND & GRAVEL COMPANY	08/01/18	237,776.93
00726750	204737	JVIATION INC	08/03/18	65,474.80
00726774	556579	DBT TRANSPORTATION SERVICES LL	08/03/18	1,185.00
00726788	669966	QUANDARY CONSULTANTS LLC	08/03/18	157.50
00726800	41127	THYSSENKRUPP ELEVATOR CORP	08/03/18	300.00
00726805	13822	XCEL ENERGY	08/03/18	10.20
00726806	13822	XCEL ENERGY	08/03/18	10.51
00726807	13822	XCEL ENERGY	08/03/18	12.74
00726808	13822	XCEL ENERGY	08/03/18	28.98
00726809	13822	XCEL ENERGY	08/03/18	47.76
00726810	13822	XCEL ENERGY	08/03/18	52.83
00726811	13822	XCEL ENERGY	08/03/18	59.14
00726812	13822	XCEL ENERGY	08/03/18	65.08
00726813	13822	XCEL ENERGY	08/03/18	66.68
00726814	13822	XCEL ENERGY	08/03/18	79.26
00726815	13822	XCEL ENERGY	08/03/18	118.02
00726816	13822	XCEL ENERGY	08/03/18	258.54
00726817	13822	XCEL ENERGY	08/03/18	288.48
00726818	13822	XCEL ENERGY	08/03/18	1,089.96
00726819	13822	XCEL ENERGY	08/03/18	1,328.80

Fund Total**313,612.92**

Net Warrants by Fund Detail

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FLATROCK Facility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00726729	1007	UNITED POWER (UNION REA)	08/02/18	94.05
00726772	612089	COMMERCIAL CLEANING SYSTEMS	08/03/18	1,430.24
Fund Total				1,524.29

County of Adams
Net Warrants by Fund Detail

Grand Total 1,757,199.49

County of Adams
Vendor Payment Report

<u>4302</u>	<u>Airport Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00043	932490	313829	07/31/18	10.51
	XCEL ENERGY	00043	932491	313829	07/31/18	12.74
					Account Total	<u>23.25</u>
	Telephone					
	VERIZON WIRELESS	00043	931944	313438	07/26/18	434.00
					Account Total	<u>434.00</u>
					Department Total	<u><u>457.25</u></u>

County of Adams
Vendor Payment Report

<u>4308</u>	<u>Airport ATCT</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00043	932489	313829	07/31/18	10.20
	XCEL ENERGY	00043	932503	313837	07/31/18	1,328.80
					Account Total	<u>1,339.00</u>
					Department Total	<u><u>1,339.00</u></u>

County of Adams
Vendor Payment Report

<u>4303</u>	<u>Airport FBO</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00043	932048	313461	07/26/18	63.65
					Account Total	63.65
	Licenses and Fees					
	STATE OF COLORADO	00043	931563	312978	07/20/18	.48-
					Account Total	.48-
	Telephone					
	VERIZON WIRELESS	00043	931944	313438	07/26/18	3.78-
	VERIZON WIRELESS	00043	931944	313438	07/26/18	43.03
					Account Total	39.25
					Department Total	102.42

County of Adams
Vendor Payment Report

<u>4304</u>	<u>Airport Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	SYSTEMS GROUP	00043	931943	313438	07/26/18	719.39
					Account Total	719.39
	Gas & Electricity					
	XCEL ENERGY	00043	932044	313461	07/26/18	13.59
	XCEL ENERGY	00043	932045	313461	07/26/18	24.16
	XCEL ENERGY	00043	932046	313461	07/26/18	364.03
	XCEL ENERGY	00043	932046	313461	07/26/18	674.16-
	XCEL ENERGY	00043	932046	313461	07/26/18	345.23
	XCEL ENERGY	00043	932047	313461	07/26/18	62.07
	XCEL ENERGY	00043	932052	313462	07/26/18	34.14
	XCEL ENERGY	00043	932052	313462	07/26/18	43.21
	XCEL ENERGY	00043	932054	313462	07/26/18	1,004.90
	XCEL ENERGY	00043	932054	313462	07/26/18	871.24-
	XCEL ENERGY	00043	932055	313462	07/26/18	440.44
	XCEL ENERGY	00043	932056	313462	07/26/18	2,189.19
	XCEL ENERGY	00043	932056	313462	07/26/18	121.31
	XCEL ENERGY	00043	932492	313829	07/31/18	28.98
	XCEL ENERGY	00043	932493	313829	07/31/18	47.76
	XCEL ENERGY	00043	932494	313833	07/31/18	1,273.82
	XCEL ENERGY	00043	932494	313833	07/31/18	1,220.99-
	XCEL ENERGY	00043	932495	313833	07/31/18	59.14
	XCEL ENERGY	00043	932496	313833	07/31/18	65.08
	XCEL ENERGY	00043	932497	313833	07/31/18	66.68
	XCEL ENERGY	00043	932498	313833	07/31/18	79.26
	XCEL ENERGY	00043	932499	313837	07/31/18	118.02
	XCEL ENERGY	00043	932500	313837	07/31/18	215.43
	XCEL ENERGY	00043	932500	313837	07/31/18	43.11
	XCEL ENERGY	00043	932501	313837	07/31/18	771.54
	XCEL ENERGY	00043	932501	313837	07/31/18	46.97
	XCEL ENERGY	00043	932501	313837	07/31/18	530.03-
					Account Total	4,161.64
					Department Total	4,881.03

County of Adams
Vendor Payment Report

<u>99800</u>	<u>All Ofc Shared Direct</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	RED HAWK FIRE & SECURITY	00035	931883	313292	07/25/18	<u>263.13</u>
					Account Total	<u>263.13</u>
					Department Total	<u><u>263.13</u></u>

County of Adams
Vendor Payment Report

<u>1011</u>	<u>Board of County Commissioners</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Legal Notices					
	METROWEST NEWSPAPERS	00001	932369	313630	07/27/18	20.68
					Account Total	20.68
	Operating Supplies					
	ARAMARK REFRESHMENT SERVICES	00001	932523	313625	08/01/18	90.00
					Account Total	90.00
	Special Events					
	BENNETT TOWN OF	00001	932150	313316	07/27/18	150.00
					Account Total	150.00
					Department Total	260.68

County of Adams
Vendor Payment Report

<u>4</u>	<u>Capital Facilities Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	MARGENAU ASSOCIATES INC	00004	932584	314082	08/02/18	<u>49,804.00</u>
					Account Total	<u>49,804.00</u>
					Department Total	<u><u>49,804.00</u></u>

County of Adams
Vendor Payment Report

<u>1013</u>	<u>County Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	DODGE COUNTY SHERIFF	00001	932391	313710	07/30/18	<u>100.00</u>
					Account Total	<u>100.00</u>
					Department Total	<u><u>100.00</u></u>

County of Adams
Vendor Payment Report

<u>2031</u>	<u>County Coroner</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	CROWN LIFT TRUCKS	00001	931169	312382	07/13/18	98.00
	CROWN LIFT TRUCKS	00001	931926	313429	07/26/18	261.36
					Account Total	359.36
	Minor Equipment					
	WIRELESS ADVANCED COMMUNICATIO	00001	931139	312382	07/13/18	3,030.00
					Account Total	3,030.00
	Operating Supplies					
	ARAMARK REFRESHMENT SERVICES	00001	931161	312382	07/13/18	277.60
	ARAMARK REFRESHMENT SERVICES	00001	931162	312382	07/13/18	188.38
	COLO MEDICAL WASTE INC	00001	931140	312382	07/13/18	1,375.00
	COLO MEDICAL WASTE INC	00001	931141	312382	07/13/18	1,719.00
	COLO MEDICAL WASTE INC	00001	931142	312382	07/13/18	1,031.00
	ELDORADO ARTESIAN SPRINGS INC	00001	931143	312382	07/13/18	38.95
	ELDORADO ARTESIAN SPRINGS INC	00001	931144	312382	07/13/18	20.00
	ELDORADO ARTESIAN SPRINGS INC	00001	931145	312382	07/13/18	11.00
	ELDORADO ARTESIAN SPRINGS INC	00001	931146	312382	07/13/18	38.95
	ELDORADO ARTESIAN SPRINGS INC	00001	931147	312382	07/13/18	20.00
	ELDORADO ARTESIAN SPRINGS INC	00001	931148	312382	07/13/18	20.00
	SOUTHLAND MEDICAL LLC	00001	931174	312382	07/13/18	184.11
	SOUTHLAND MEDICAL LLC	00001	931175	312382	07/13/18	5,440.65
	SOUTHLAND MEDICAL LLC	00001	931176	312382	07/13/18	685.60
	SOUTHLAND MEDICAL LLC	00001	931177	312382	07/13/18	93.52
	SOUTHLAND MEDICAL LLC	00001	931920	313429	07/26/18	2,084.05
					Account Total	13,227.81
	Other Professional Serv					
	FEDEX	00001	931149	312382	07/13/18	29.24
	FEDEX	00001	931150	312382	07/13/18	8.41
	FEDEX	00001	931151	312382	07/13/18	21.35
	FEDEX	00001	931152	312382	07/13/18	23.17
	FEDEX	00001	931153	312382	07/13/18	30.16
	FEDEX	00001	931154	312382	07/13/18	16.84
	FEDEX	00001	931155	312382	07/13/18	43.23
	FEDEX	00001	931156	312382	07/13/18	26.23
	FEDEX	00001	931157	312382	07/13/18	22.42

County of Adams
Vendor Payment Report

<u>2031</u>	<u>County Coroner</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	FEDEX	00001	931158	312382	07/13/18	24.55
	FEDEX	00001	931159	312382	07/13/18	38.14
	FEDEX	00001	931160	312382	07/13/18	54.60
	FEDEX	00001	931923	313429	07/26/18	29.36
	FEDEX	00001	931924	313429	07/26/18	17.68
	FEDEX	00001	931925	313429	07/26/18	22.42
	FIRST CALL OF COLO	00001	931165	312382	07/13/18	4,650.00
	FIRST CALL OF COLO	00001	931166	312382	07/13/18	6,600.00
	FIRST CALL OF COLO	00001	931167	312382	07/13/18	4,557.00
	LANGUAGE LINE SERVICES	00001	931168	312382	07/13/18	73.80
	NICOLETTI-FLATER ASSOCIATES	00001	931178	312382	07/13/18	880.00
	NMS LABS	00001	931172	312382	07/13/18	10,670.00
	NMS LABS	00001	931173	312382	07/13/18	10,005.00
	PALEO DNA	00001	931163	312382	07/13/18	350.00
	PALEO DNA	00001	931164	312382	07/13/18	350.00
	PERKINELMER GENETICS	00001	931183	312382	07/13/18	50.00
	SCL HEALTH	00001	931170	312382	07/13/18	333.25
	SCL HEALTH	00001	931171	312382	07/13/18	10.00
	SCL HEALTH	00001	931184	312382	07/13/18	16.00
	SHRED IT USA LLC	00001	931182	312382	07/13/18	111.46
	SHRED IT USA LLC	00001	931922	313429	07/26/18	111.46
	UNIPATH	00001	931179	312382	07/13/18	100.00
	UNIPATH	00001	931180	312382	07/13/18	1,419.00
	UNIPATH	00001	931181	312382	07/13/18	1,857.00
	UNIPATH	00001	931921	313429	07/26/18	100.00
					Account Total	42,651.77
	Software and Licensing					
	IRON MOUNTAIN INTELLECTUAL PRO	00001	931927	313429	07/26/18	900.00
					Account Total	900.00
					Department Total	60,168.94

County of Adams
Vendor Payment Report

<u>1031</u>	<u>County Treasurer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Treasurer-Redemptions					
	ADAMS COUNTY TREASURER	00001	932504	313841	07/31/18	29.51
	ADAMS COUNTY TREASURER	00001	932505	313841	07/31/18	141.68
					Account Total	<u>171.19</u>
					Department Total	<u><u>171.19</u></u>

County of Adams
Vendor Payment Report

<u>1074</u>	<u>CA- Risk Management</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	PADILLA PHILLIP K	00019	932182	313623	07/27/18	420.03
					Account Total	420.03
	Travel & Transportation					
	PADILLA PHILLIP K	00019	932183	313623	07/27/18	75.00
					Account Total	75.00
					Department Total	495.03

County of Adams
Vendor Payment Report

<u>1023</u>	<u>CLK Motor Vehicle</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	BONDS LASHANDRA A	00001	932153	313603	07/27/18	54.28
	DOUGLASS TERI	00001	932154	313603	07/27/18	109.84
	ELLARS SARA	00001	931667	313068	07/23/18	348.15
	GARCIA VALENTINA C	00001	932155	313603	07/27/18	13.08
	RICE DENISE	00001	932156	313603	07/27/18	7.85
	RUELAS MONIQUE	00001	932157	313603	07/27/18	34.99
	TRUJILLO TILA	00001	932158	313603	07/27/18	42.51
					Account Total	610.70
					Department Total	610.70

County of Adams
Vendor Payment Report

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Contract Employment					
	GREER, AMY	00001	931839	313107	07/23/18	862.50
					Account Total	862.50
	Court Reporting Transcripts					
	MAZE AMANDA	00001	931794	313107	07/23/18	36.00
					Account Total	36.00
	Mileage Reimbursements					
	BAKER KRISTEN	00001	932509	313848	07/31/18	148.00
					Account Total	148.00
	Other Communications					
	GOVERNOR'S OFFICE OF IT	00001	932510	313848	07/31/18	820.70
					Account Total	820.70
	Travel & Transportation					
	PAINE JAMIE	00001	932511	313848	07/31/18	841.00
					Account Total	841.00
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	932370	313632	07/27/18	396.65
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	932370	313632	07/27/18	114.59
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	932370	313632	07/27/18	191.88
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	932370	313632	07/27/18	19.70
					Account Total	722.82
					Department Total	<u>3,431.02</u>

County of Adams
Vendor Payment Report

<u>9261</u>	<u>DA- Diversion Project</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	AZZOLINA CAROL	00001	932506	313845	07/30/18	87.64
	BUCHANAN SANDY	00001	932507	313845	07/30/18	145.13
	CARDENAS LIDIA M	00001	932508	313845	07/30/18	44.04
					Account Total	276.81
	Travel & Transportation					
	BUCHANAN SANDY	00001	931793	313107	07/23/18	136.00
					Account Total	136.00
					Department Total	412.81

County of Adams
Vendor Payment Report

<u>99500</u>	<u>Employment First</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	HORNER ANDREW	00035	931885	313292	07/25/18	61.00
	MEDINA KRISTINA	00035	931890	313292	07/25/18	61.00
					Account Total	122.00
					Department Total	122.00

County of Adams
Vendor Payment Report

<u>6</u>	<u>Equipment Service Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	A & E TIRE INC	00006	932700	314113	08/02/18	85.94
	A & E TIRE INC	00006	932701	314113	08/02/18	1,409.39
	A & E TIRE INC	00006	932711	314113	08/02/18	1,220.74
	ABRA AUTO BODY & GLASS	00006	932709	314113	08/02/18	25.00
	ABRA AUTO BODY & GLASS	00006	932710	314113	08/02/18	25.00
	ATLANTIC MACHINERY INC	00006	932136	313580	07/27/18	307,520.00
	GROUND ENGINEERING CONSULTANTS	00006	932591	314082	08/02/18	8,400.00
	SAM HILL OIL INC	00006	932698	314113	08/02/18	2,790.82
	SAM HILL OIL INC	00006	932699	314113	08/02/18	10,163.39
	SAM HILL OIL INC	00006	932712	314113	08/02/18	17,361.79
	SCHULTE INDUSTRIES LTD	00006	932695	314113	08/02/18	21,763.40
	SCHULTE INDUSTRIES LTD	00006	932696	314113	08/02/18	21,763.40
					Account Total	392,528.87
					Department Total	392,528.87

County of Adams
Vendor Payment Report

<u>5025</u>	<u>Facilities Club House Maint.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Repair & Maint Supplies					
	TRANE US INC	00005	931956	313443	07/26/18	<u>1,114.00</u>
					Account Total	<u>1,114.00</u>
					Department Total	<u><u>1,114.00</u></u>

County of Adams
Vendor Payment Report

<u>1018</u>	<u>Finance General Accounting</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	CHERNYAK DMITRIY	00001	932486	313735	07/31/18	375.00
					Account Total	375.00
	Membership Dues					
	CHERNYAK DMITRIY	00001	932487	313735	07/31/18	775.00
					Account Total	775.00
					Department Total	1,150.00

County of Adams
Vendor Payment Report

<u>1017</u>	<u>Finance Purchasing</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	ELLIS HEIDI	00001	932651	314106	08/02/18	<u>126.71</u>
					Account Total	<u>126.71</u>
					Department Total	<u><u>126.71</u></u>

County of Adams
Vendor Payment Report

<u>43</u>	<u>Front Range Airport</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00043	931563	312978	07/20/18	659.48
	STATE OF COLORADO	00043	931564	312978	07/20/18	18.55
					Account Total	678.03
	Received not Vouchered Clrg					
	BRANNAN SAND & GRAVEL COMPANY	00043	932544	313959	08/01/18	237,776.93
	DBT TRANSPORTATION SERVICES LL	00043	932596	314082	08/02/18	1,185.00
	JVIATION INC	00043	932670	314113	08/02/18	14,580.00
	JVIATION INC	00043	932671	314113	08/02/18	27,605.42
	JVIATION INC	00043	932719	314192	08/03/18	23,289.38
	QUANDARY CONSULTANTS LLC	00043	932602	314082	08/02/18	157.50
	THYSSENKRUPP ELEVATOR CORP	00043	932595	314082	08/02/18	300.00
					Account Total	304,894.23
					Department Total	305,572.26

County of Adams
Vendor Payment Report

<u>50</u>	<u>FLATROCK Facility Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	COMMERCIAL CLEANING SYSTEMS	00050	932600	314082	08/02/18	<u>1,430.24</u>
					Account Total	<u>1,430.24</u>
					Department Total	<u><u>1,430.24</u></u>

County of Adams
Vendor Payment Report

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	CHAMBERS HOLDINGS LLC	00001	931954	313443	07/26/18	14,731.55
	IC CHAMBERS LP	00001	931955	313443	07/26/18	6,586.82
					Account Total	21,318.37
	Gas & Electricity					
	Energy Cap Bill ID=8610	00001	932531	313953	07/19/18	584.75
	Energy Cap Bill ID=8612	00001	932532	313953	07/19/18	101.61
	Energy Cap Bill ID=8634	00001	932533	313953	07/19/18	28.86
					Account Total	715.22
					Department Total	22,033.59

County of Adams
Vendor Payment Report

<u>1075</u>	<u>FO - Administration Bldg</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8633	00001	932529	313953	07/20/18	<u>28.71</u>
					Account Total	<u>28.71</u>
					Department Total	<u><u>28.71</u></u>

County of Adams
Vendor Payment Report

<u>1113</u>	<u>FO - Children & Family Service</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8632	00001	932539	313953	07/19/18	<u>560.57</u>
					Account Total	<u>560.57</u>
					Department Total	<u><u>560.57</u></u>

County of Adams
Vendor Payment Report

<u>1060</u>	<u>FO - Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8630	00001	932524	313953	07/13/18	<u>527.81</u>
					Account Total	<u>527.81</u>
					Department Total	<u><u>527.81</u></u>

County of Adams
Vendor Payment Report

<u>2090</u>	<u>FO - Flatrock Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	COLO ANALYTICAL LABORATORY	00050	931957	313443	07/26/18	46.00
					Account Total	46.00
	Gas & Electricity					
	Energy Cap Bill ID=8619	00050	932543	313953	07/25/18	94.05
					Account Total	94.05
					Department Total	140.05

County of Adams
Vendor Payment Report

<u>1070</u>	<u>FO - Honnen/Plan&Devel/MV Ware</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8611	00001	932525	313953	07/19/18	517.45
					Account Total	517.45
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8631	00001	932526	313953	07/20/18	1,031.21
					Account Total	1,031.21
					Department Total	1,548.66

County of Adams
Vendor Payment Report

<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8624	00001	932540	313953	07/20/18	24,360.55
	Energy Cap Bill ID=8625	00001	932541	313953	07/20/18	32,902.77
	Energy Cap Bill ID=8626	00001	932542	313953	07/20/18	227.97
					Account Total	<u>57,491.29</u>
					Department Total	<u><u>57,491.29</u></u>

County of Adams
Vendor Payment Report

<u>1072</u>	<u>FO - West Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8627	00001	932527	313953	07/23/18	2,814.54
	Energy Cap Bill ID=8628	00001	932528	313953	07/23/18	837.53
					Account Total	<u>3,652.07</u>
					Department Total	<u><u>3,652.07</u></u>

County of Adams
Vendor Payment Report

<u>1112</u>	<u>FO-Sheriff HQ/Coroner Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8622	00001	932537	313953	07/20/18	4,038.35
	Energy Cap Bill ID=8623	00001	932538	313953	07/20/18	926.37
					Account Total	<u>4,964.72</u>
					Department Total	<u><u>4,964.72</u></u>

County of Adams
Vendor Payment Report

1	General Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	ADVANCED LAUNDRY SYSTEMS	00001	932162	313615	07/27/18	192.50
	ADVANCED LAUNDRY SYSTEMS	00001	932163	313615	07/27/18	192.50
	ALLIED UNIVERSAL SECURITY SERV	00001	931935	313433	07/26/18	18,667.22
	ALLIED UNIVERSAL SECURITY SERV	00001	932694	314113	08/02/18	1,500.93
	AUTOMATED BUILDING SOLUTIONS I	00001	932714	314113	08/02/18	2,850.00
	BREAK THRU BEVERAGE	00001	932477	313733	07/31/18	4,705.64
	COMMERCIAL CLEANING SYSTEMS	00001	932674	314113	08/02/18	4,233.97
	COMMERCIAL CLEANING SYSTEMS	00001	932674	314113	08/02/18	438.83
	COMMERCIAL CLEANING SYSTEMS	00001	932674	314113	08/02/18	713.60
	COMMERCIAL CLEANING SYSTEMS	00001	932674	314113	08/02/18	720.72
	COMMERCIAL CLEANING SYSTEMS	00001	932674	314113	08/02/18	440.77
	COMMERCIAL CLEANING SYSTEMS	00001	932674	314113	08/02/18	3,038.42
	COMMERCIAL CLEANING SYSTEMS	00001	932674	314113	08/02/18	1,383.43
	COMMERCIAL CLEANING SYSTEMS	00001	932674	314113	08/02/18	18,956.05
	COMMERCIAL CLEANING SYSTEMS	00001	932674	314113	08/02/18	604.03
	COMMERCIAL CLEANING SYSTEMS	00001	932674	314113	08/02/18	833.78
	COMMERCIAL CLEANING SYSTEMS	00001	932674	314113	08/02/18	27,358.12
	COMMERCIAL CLEANING SYSTEMS	00001	932674	314113	08/02/18	1,705.17
	COMMERCIAL CLEANING SYSTEMS	00001	932674	314113	08/02/18	825.55
	COMMERCIAL CLEANING SYSTEMS	00001	932674	314113	08/02/18	4,424.89
	COMMERCIAL CLEANING SYSTEMS	00001	932674	314113	08/02/18	437.55
	COMMERCIAL CLEANING SYSTEMS	00001	932674	314113	08/02/18	1,621.25
	COMMERCIAL CLEANING SYSTEMS	00001	932674	314113	08/02/18	3,851.11
	COMMERCIAL CLEANING SYSTEMS	00001	932674	314113	08/02/18	646.68
	COMMERCIAL CLEANING SYSTEMS	00001	932674	314113	08/02/18	6,872.16
	DENTONS US LLP	00001	932135	313580	07/27/18	10,500.00
	GROUNDS SERVICE COMPANY	00001	932697	314113	08/02/18	21,722.50
	HAMMERS CONSTRUCTION INC	00001	932592	314082	08/02/18	4,198.49
	HIGH COUNTRY BEVERAGE	00001	932672	314113	08/02/18	3,171.55
	HIGH COUNTRY BEVERAGE	00001	932672	314113	08/02/18	1,812.45
	HILL & ROBBINS	00001	932676	314113	08/02/18	477.25
	INSIGHT PUBLIC SECTOR	00001	931936	313433	07/26/18	19,171.75
	INSIGHT PUBLIC SECTOR	00001	931937	313433	07/26/18	952.50
	LEXIS NEXIS MATTHEW BENDER	00001	932165	313615	07/27/18	2,072.99
	METROPOLIS MANAGEMENT & ENTERT	00001	932386	313693	07/30/18	1,800.00

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	MWI VETERINARY SUPPLY CO	00001	932435	313733	07/30/18	549.22
	PATTERSON VETERINARY SUPPLY IN	00001	932436	313733	07/30/18	82.43
	PERKINS COIE LLP	00001	932139	313580	07/27/18	3,705.28
	PERKINS COIE LLP	00001	932139	313580	07/27/18	723.72
	REPUBLIC NATIONAL DISTRIBUTING	00001	932438	313733	07/30/18	1,049.40
	ROADRUNNER PHARMACY INCORPORAT	00001	932437	313733	07/30/18	190.24
	SAFEWARE INC	00001	932168	313615	07/27/18	1,571.00
	SAFEWARE INC	00001	932169	313615	07/27/18	9,023.00
	SAFEWARE INC	00001	932170	313615	07/27/18	4,713.00
	SANITY SOLUTIONS INC	00001	932593	314082	08/02/18	10,864.35
	SCHULTZ PUBLIC AFFAIRS LLC	00001	932133	313580	07/27/18	4,333.33
	SCHULTZ PUBLIC AFFAIRS LLC	00001	932134	313580	07/27/18	4,333.33
	STATE OF COLORADO	00001	932597	314082	08/02/18	659.58
	STATE OF COLORADO	00001	932597	314082	08/02/18	57.98
	STATE OF COLORADO	00001	932598	314082	08/02/18	12,634.81
	STATE OF COLORADO	00001	932598	314082	08/02/18	583.77
	STATE OF COLORADO	00001	932599	314082	08/02/18	2,845.95
	SYSTEMS GROUP	00001	932713	314113	08/02/18	23,396.00
	T&G PECOS LLC	00001	931939	313433	07/26/18	1,800.00
	TRANE US INC	00001	932589	314082	08/02/18	4,389.00
	TYGRETT DEBRA R	00001	932171	313615	07/27/18	360.00
	US CORRECTIONS LLC	00001	931938	313433	07/26/18	414.00
	US CORRECTIONS LLC	00001	932166	313615	07/27/18	982.00
	US CORRECTIONS LLC	00001	932167	313615	07/27/18	1,034.00
	VECTOR DISEASE CONTROL INTERNA	00001	932718	314113	08/02/18	54,866.75
	WESTERN PAPER DISTRIBUTORS	00001	932172	313615	07/27/18	2,472.93
					Account Total	<u>320,729.42</u>
					Department Total	<u><u>320,729.42</u></u>

County of Adams
Vendor Payment Report

<u>5026</u>	<u>Golf Course- Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grounds Maintenance					
	C P S DISTRIBUTORS INC	00005	931904	313308	07/25/18	249.49
	CEM LAKE MGMT	00005	931903	313308	07/25/18	473.00
	L L JOHNSON DIST	00005	931905	313308	07/25/18	185.17
	WINFIELD SOLUTIONS LLC	00005	931908	313308	07/25/18	1,037.20
					Account Total	1,944.86
	Repair & Maint Supplies					
	ALSCO AMERICAN INDUSTRIAL	00005	931902	313308	07/25/18	70.58
					Account Total	70.58
	Vehicle Parts & Supplies					
	L L JOHNSON DIST	00005	931906	313308	07/25/18	118.87
	NAPA AUTO PARTS	00005	931907	313308	07/25/18	43.42
					Account Total	162.29
					Department Total	2,177.73

County of Adams
Vendor Payment Report

<u>9252</u>	<u>GF- Admin/Org Support</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Trustee Fees					
	UMB BANK NA	00001	932485	313735	07/31/18	<u>1,250.00</u>
					Account Total	<u>1,250.00</u>
					Department Total	<u><u>1,250.00</u></u>

County of Adams
Vendor Payment Report

<u>31</u>	<u>Head Start Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CESCO LINGUISTIC SERVICE INC	00031	932431	313733	07/30/18	60.00
	CESCO LINGUISTIC SERVICE INC	00031	932432	313733	07/30/18	98.96
	CESCO LINGUISTIC SERVICE INC	00031	932433	313733	07/30/18	159.69
	CESCO LINGUISTIC SERVICE INC	00031	932434	313733	07/30/18	60.00
	TEACHING STRATEGIES INC	00031	932585	314082	08/02/18	5,030.00
	TEACHING STRATEGIES INC	00031	932586	314082	08/02/18	4,000.00
	TEACHING STRATEGIES INC	00031	932587	314082	08/02/18	6,600.00
					Account Total	16,008.65
					Department Total	16,008.65

County of Adams
Vendor Payment Report

<u>1079</u>	<u>Human Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8629	00001	932530	313953	07/23/18	<u>5,061.43</u>
					Account Total	<u>5,061.43</u>
					Department Total	<u><u>5,061.43</u></u>

County of Adams
Vendor Payment Report

<u>935118</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	COMMUNITY REACH CENTER FOUNDAT	00031	932374	313688	07/30/18	6,190.04
					Account Total	6,190.04
	Operating Supplies					
	CINTAS CORPORATION NO 2	00031	932373	313688	07/30/18	135.01
					Account Total	135.01
	Telephone					
	CENTURY LINK	00031	932371	313688	07/30/18	367.69
	CENTURY LINK	00031	932372	313688	07/30/18	102.16
					Account Total	469.85
					Department Total	6,794.90

County of Adams
Vendor Payment Report

<u>19</u>	<u>Insurance Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ACCESS TO JUSTICE RESOURCE GRO	00019	932669	314113	08/02/18	2,860.00
	COLO FRAME & SUSPENSION	00019	932140	313580	07/27/18	8,874.74
	COLO FRAME & SUSPENSION	00019	932141	313580	07/27/18	1,624.00
	COLO FRAME & SUSPENSION	00019	932142	313580	07/27/18	3,733.00
	COLO FRAME & SUSPENSION	00019	932143	313580	07/27/18	9,109.97
	COLO FRAME & SUSPENSION	00019	932144	313580	07/27/18	4,581.40
	COLOGRAPHIC INC	00019	932145	313580	07/27/18	283.86
	FIT SOLDIERS FITNESS BOOT CAMP	00019	932675	314113	08/02/18	3,400.00
	JOE'S TOWING & RECOVERY	00019	932146	313580	07/27/18	61.00
	LEONARD KELLY K	00019	932429	313733	07/30/18	322.50
					Account Total	34,850.47
	Retiree Med - Kaiser					
	KAISER PERMANENTE	00019	932151	313601	07/27/18	76,502.92
					Account Total	76,502.92
					Department Total	111,353.39

County of Adams
Vendor Payment Report

<u>8611</u>	<u>Insurance- Property/Casualty</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Auto Physical Damage					
	JACK RYAN	00019	932601	314083	08/02/18	<u>45.33</u>
					Account Total	<u>45.33</u>
					Department Total	<u><u>45.33</u></u>

County of Adams
Vendor Payment Report

<u>8623</u>	<u>Insurance- Vision</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Self-Insurance Claims					
	VISION SERVICE PLAN-CONNECTICU	00019	932603	314085	08/02/18	<u>36.00</u>
					Account Total	<u>36.00</u>
					Department Total	<u><u>36.00</u></u>

County of Adams
Vendor Payment Report

<u>1058</u>	<u>IT Network/Telecom</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	COMMUNICATION CONSTRUCTION & E	00001	932389	313708	07/30/18	2,890.00
	UTILITY NOTIFICATION CENTER OF	00001	932388	313708	07/30/18	261.00
					Account Total	<u>3,151.00</u>
					Department Total	<u><u>3,151.00</u></u>

County of Adams
Vendor Payment Report

<u>9253</u>	<u>Office of Cultural Affairs</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	DIDIER DESIGN STUDIO LLC	00001	932521	313866	07/31/18	<u>4,999.99</u>
					Account Total	<u>4,999.99</u>
					Department Total	<u><u>4,999.99</u></u>

County of Adams
Vendor Payment Report

<u>27</u>	<u>Open Space Projects Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	MILE HIGH YOUTH CORPS	00027	932715	314113	08/02/18	<u>16,600.00</u>
					Account Total	<u>16,600.00</u>
					Department Total	<u><u>16,600.00</u></u>

County of Adams
Vendor Payment Report

<u>6202</u>	<u>Open Space Tax- Grants</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	WESTMINSTER CITY OF	00028	931951	313439	07/26/18	<u>52,186.41</u>
					Account Total	<u>52,186.41</u>
					Department Total	<u><u>52,186.41</u></u>

County of Adams
Vendor Payment Report

<u>1111</u>	<u>Parks Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8618	00001	932534	313953	07/25/18	29.99
	Energy Cap Bill ID=8620	00001	932535	313953	07/25/18	245.86
	Energy Cap Bill ID=8621	00001	932536	313953	07/25/18	97.31
					Account Total	<u>373.16</u>
					Department Total	<u><u>373.16</u></u>

County of Adams
Vendor Payment Report

<u>1015</u>	<u>People & Culture - Admin</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	EE of Season					
	NOVA CATERING	00001	931501	312838	07/19/18	157.50
					Account Total	<u>157.50</u>
	Insurance Premiums					
	KAISER PERMANENTE	00001	932152	313601	07/27/18	9,050.00
					Account Total	<u>9,050.00</u>
	Tuition Reimbursement					
	EAGLES TODD	00001	931492	312838	07/19/18	2,500.00
					Account Total	<u>2,500.00</u>
					Department Total	<u><u>11,707.50</u></u>

County of Adams
Vendor Payment Report

<u>5010</u>	<u>PKS- Fair & Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	LIM CARLENA	00001	931946	313439	07/26/18	25.41
	LIM CARLENA	00001	931947	313439	07/26/18	9.45
					Account Total	34.86
	Fair Expenses-General					
	BOGAN JOAN	00001	932160	313609	07/27/18	150.00
	DARNELL DONNA	00001	932159	313609	07/27/18	100.00
	SUNDE BRIAN	00001	932392	313712	07/30/18	1,500.00
					Account Total	1,750.00
	Fair Revenue-General					
	HIGH POINT ACADEMY	00001	931945	313439	07/26/18	150.00
					Account Total	150.00
	Regional Park Rentals					
	LUEVANO ALYSSA	00001	931948	313439	07/26/18	150.00
	PEREZ CARLA	00001	931949	313439	07/26/18	75.00
	SOUTH PLATTE WATER RENEWAL PAR	00001	931950	313439	07/26/18	400.00
					Account Total	625.00
					Department Total	2,559.86

County of Adams
Vendor Payment Report

<u>5012</u>	<u>PKS- Regional Complex</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	CINTAS CORPORATION NO 2	00001	931940	313437	07/26/18	199.42
	CINTAS CORPORATION NO 2	00001	931941	313437	07/26/18	199.42
	CINTAS CORPORATION NO 2	00001	931942	313437	07/26/18	199.42
					Account Total	<u>598.26</u>
					Department Total	<u><u>598.26</u></u>

County of Adams
Vendor Payment Report

<u>1089</u>	<u>PLN- Boards & Commissions</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	BUZEK, VINCE	00001	932377	313692	07/30/18	65.00
	FOREST SEAN	00001	932379	313692	07/30/18	65.00
	GARNER, ROSIE	00001	932380	313692	07/30/18	65.00
	HERRERA, AARON	00001	932378	313692	07/30/18	65.00
	PLAKORUS DAVID	00001	932381	313692	07/30/18	65.00
	RICHARDSON SHARON	00001	932382	313692	07/30/18	65.00
	THOMPSON GREGORY PAUL	00001	932376	313692	07/30/18	65.00
					Account Total	455.00
					Department Total	455.00

County of Adams
Vendor Payment Report

13	Road & Bridge Fund	Fund	Voucher	Batch No	GL Date	Amount
	Public Infr Improvement Fee					
	MAPLETON INDUSTRIAL INVESTORS	00013	932488	313822	07/31/18	29,273.08
					Account Total	29,273.08
	Received not Vouchered Clrg					
	A-1 CHIPSEAL CO	00013	932137	313580	07/27/18	70,976.00
	ALBERT FREI & SONS INC	00013	932702	314113	08/02/18	7,889.67
	ALBERT FREI & SONS INC	00013	932703	314113	08/02/18	5,188.86
	ALBERT FREI & SONS INC	00013	932704	314113	08/02/18	621.08
	ALBERT FREI & SONS INC	00013	932705	314113	08/02/18	2,496.83
	ALBERT FREI & SONS INC	00013	932706	314113	08/02/18	2,582.78
	BFI TOWER ROAD LANDFILL	00013	932687	314113	08/02/18	154.35
	BFI TOWER ROAD LANDFILL	00013	932688	314113	08/02/18	1,198.05
	BFI TOWER ROAD LANDFILL	00013	932689	314113	08/02/18	569.67
	BFI TOWER ROAD LANDFILL	00013	932690	314113	08/02/18	596.40
	BFI TOWER ROAD LANDFILL	00013	932691	314113	08/02/18	4,376.41
	BRANNAN SAND & GRAVEL COMPANY	00013	932678	314113	08/02/18	785.97
	BRANNAN SAND & GRAVEL COMPANY	00013	932679	314113	08/02/18	493.64
	BRANNAN SAND & GRAVEL COMPANY	00013	932680	314113	08/02/18	1,326.76
	BRANNAN SAND & GRAVEL COMPANY	00013	932681	314113	08/02/18	1,579.32
	BRANNAN SAND & GRAVEL COMPANY	00013	932682	314113	08/02/18	823.69
	BRANNAN SAND & GRAVEL COMPANY	00013	932683	314113	08/02/18	171.11
	BRANNAN SAND & GRAVEL COMPANY	00013	932684	314113	08/02/18	129.29
	BRANNAN SAND & GRAVEL COMPANY	00013	932685	314113	08/02/18	137.31
	BRANNAN SAND & GRAVEL COMPANY	00013	932686	314113	08/02/18	258.15
	ENVIROTECH SERVICES INC	00013	932707	314113	08/02/18	63,673.00
	EP&A ENVIROTAC INC	00013	932708	314113	08/02/18	35,997.50
	EP&A ENVIROTAC INC	00013	932708	314113	08/02/18	2,885.00
	JOE'S TOWING & RECOVERY	00013	932147	313580	07/27/18	65.00
	ROCKSOL CONSULTING GROUP INC	00013	932138	313580	07/27/18	5,000.00
	ROCKSOL CONSULTING GROUP INC	00013	932138	313580	07/27/18	2,047.79
	VULCAN INC	00013	932692	314113	08/02/18	10,593.70
	WAYNE A MITCHELL LLC	00013	932677	314113	08/02/18	5,381.25
					Account Total	227,998.58
	Retainages Payable					
	A-1 CHIPSEAL CO	00013	932137	313580	07/27/18	3,548.80-

County of Adams
Vendor Payment Report

<u>13</u>	<u>Road & Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
					Account Total	3,548.80-
					Department Total	<u>253,722.86</u>

County of Adams
Vendor Payment Report

<u>2004</u>	<u>Sheriff Training</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	SHRED IT USA LLC	00001	932178	313622	07/27/18	<u>43.26</u>
					Account Total	<u>43.26</u>
					Department Total	<u><u>43.26</u></u>

County of Adams
Vendor Payment Report

<u>2008</u>	<u>SHF - Training Academy</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	SHRED IT USA LLC	00001	932178	313622	07/27/18	<u>43.26</u>
					Account Total	<u>43.26</u>
					Department Total	<u><u>43.26</u></u>

County of Adams
Vendor Payment Report

<u>2011</u>	<u>SHF- Admin Services Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	COUNTY SHERIFFS OF COLO	00001	931929	313431	07/26/18	100.00
	LARIMER COUNTY	00001	931930	313431	07/26/18	800.00
					Account Total	900.00
	Operating Supplies					
	SAMS CLUB	00001	932177	313622	07/27/18	24.90
					Account Total	24.90
	Other Professional Serv					
	SHRED IT USA LLC	00001	931932	313431	07/26/18	100.00
					Account Total	100.00
	Special Events					
	SAMS CLUB	00001	932177	313622	07/27/18	277.43
	SAMS CLUB	00001	932177	313622	07/27/18	529.68
	VAZQUEZ DANIEL	00001	931934	313431	07/26/18	400.00
					Account Total	1,207.11
					Department Total	2,232.01

County of Adams
Vendor Payment Report

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Sheriff's Fees					
	AUTO MART USA	00001	931999	313454	07/26/18	19.00
	BOESEN LAW	00001	932000	313454	07/26/18	19.00
	BOESEN LAW	00001	932001	313454	07/26/18	19.00
	BOWER JAMES	00001	932002	313454	07/26/18	19.00
	BRADY FLUID SERVICE	00001	932003	313454	07/26/18	19.00
	BUCIO ARRIAGA JANET	00001	932004	313454	07/26/18	19.00
	COURT OPS	00001	932005	313454	07/26/18	19.00
	ENYART BRIAN J	00001	932006	313454	07/26/18	66.00
	EZ MESSENGER	00001	932007	313454	07/26/18	19.00
	GAROT PAMELA JEAN	00001	932008	313454	07/26/18	19.00
	HOLIDAY GREGORY	00001	932009	313454	07/26/18	19.00
	JOHNSON MARIANNE	00001	932010	313454	07/26/18	19.00
	JOHNSON MARIANNE	00001	932011	313454	07/26/18	19.00
	KING BRENDA LEA	00001	932012	313454	07/26/18	19.00
	MARK 1 LLC	00001	932013	313454	07/26/18	66.00
	MCKENDALL ERIK SCOTT	00001	932014	313454	07/26/18	19.00
	PETOSA LAW LLP	00001	932015	313454	07/26/18	14.00
	PRADO LEOBARDO	00001	932016	313454	07/26/18	19.00
	QUINTANAR ANGUIANO ADRIAN	00001	932017	313454	07/26/18	19.00
	RODARTE MARTIN	00001	932018	313454	07/26/18	19.00
	SHER AND SHABSIN ATTORNEYS AT	00001	932019	313454	07/26/18	19.00
	SIVONGSAY IRONEY	00001	932020	313454	07/26/18	19.00
	STRISHOCK RENAE LYNN	00001	932021	313454	07/26/18	19.00
	TEXAS DEPARTMENT OF FAMILY AND	00001	932024	313454	07/26/18	19.00
	THE DUPONT LAW FIRM	00001	932022	313454	07/26/18	19.00
	THE DUPONT LAW FIRM	00001	932023	313454	07/26/18	32.00
	ULLAND CODY AUSTIN	00001	932025	313454	07/26/18	19.00
					Account Total	615.00
					Department Total	615.00

County of Adams
Vendor Payment Report

<u>2016</u>	<u>SHF- Detective Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	CENTURA HEALTH	00001	931928	313431	07/26/18	6,600.00
	UNIVERSITY OF COLO. HOSPITAL A	00001	931933	313431	07/26/18	680.00
					Account Total	<u>7,280.00</u>
	Other Professional Serv					
	SHRED IT USA LLC	00001	932179	313622	07/27/18	30.00
					Account Total	<u>30.00</u>
					Department Total	<u><u>7,310.00</u></u>

County of Adams
Vendor Payment Report

<u>2071</u>	<u>SHF- Detention Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	CENTURA HEALTH	00001	932175	313622	07/27/18	2,400.00
					Account Total	2,400.00
	Operating Supplies					
	SHRED IT USA LLC	00001	931931	313431	07/26/18	163.73
					Account Total	163.73
	Special Events					
	SAMS CLUB	00001	932177	313622	07/27/18	529.68
					Account Total	529.68
					Department Total	3,093.41

County of Adams
Vendor Payment Report

<u>2072</u>	<u>SHF- Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	ATOM PHYSICS	00001	932173	313622	07/27/18	150.00
					Account Total	150.00
					Department Total	150.00

County of Adams
Vendor Payment Report

<u>2017</u>	<u>SHF- Patrol Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	SHRED IT USA LLC	00001	932179	313622	07/27/18	<u>30.00</u>
					Account Total	<u>30.00</u>
					Department Total	<u><u>30.00</u></u>

County of Adams
Vendor Payment Report

<u>2018</u>	<u>SHF- Records/Warrants Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	FIRST CHOICE COFFEE SERVICES	00001	932176	313622	07/27/18	<u>139.15</u>
					Account Total	<u>139.15</u>
					Department Total	<u><u>139.15</u></u>

County of Adams
Vendor Payment Report

<u>2024</u>	<u>SHF- Volunteer Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Office Furniture					
	B C INTERIORS	00001	932174	313622	07/27/18	<u>428.57</u>
					Account Total	<u>428.57</u>
					Department Total	<u><u>428.57</u></u>

County of Adams
Vendor Payment Report

<u>3031</u>	<u>Transportation Opers & Maint</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Community Events					
	BFI TOWER ROAD LANDFILL	00013	932463	313809	07/31/18	3,678.36
					Account Total	3,678.36
	Debris Removal					
	A & E TIRE INC	00013	932093	313469	07/26/18	152.45
	A & E TIRE INC	00013	932094	313469	07/26/18	115.00
					Account Total	267.45
	Erosion Control					
	ALBERT FREI & SONS INC	00013	932087	313469	07/26/18	380.49
					Account Total	380.49
	Gravel & Recycled Material					
	ALBERT FREI & SONS INC	00013	932702	314113	08/02/18	.07
	ALBERT FREI & SONS INC	00013	932703	314113	08/02/18	.03
	ALBERT FREI & SONS INC	00013	932705	314113	08/02/18	.02
	ALBERT FREI & SONS INC	00013	932706	314113	08/02/18	.02
					Account Total	.14
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00013	932099	313469	07/26/18	76.10
	ALSCO AMERICAN INDUSTRIAL	00013	932100	313469	07/26/18	93.73
	ALSCO AMERICAN INDUSTRIAL	00013	932101	313469	07/26/18	76.10
	ALSCO AMERICAN INDUSTRIAL	00013	932102	313469	07/26/18	76.10
	ALSCO AMERICAN INDUSTRIAL	00013	932103	313469	07/26/18	76.10
	CINTAS FIRST AID & SAFETY	00013	932088	313469	07/26/18	72.63
					Account Total	470.76
	Repair & Maint Supplies					
	3M COMPANY	00013	932095	313469	07/26/18	453.75
	3M COMPANY	00013	932096	313469	07/26/18	1,170.00
	3M COMPANY	00013	932097	313469	07/26/18	975.00
	3M COMPANY	00013	932098	313469	07/26/18	372.00
					Account Total	2,970.75
	Road Oil					
	COBITCO INC	00013	932090	313469	07/26/18	102.15
	COBITCO INC	00013	932091	313469	07/26/18	114.40
	COBITCO INC	00013	932092	313469	07/26/18	86.26

County of Adams
Vendor Payment Report

<u>3031</u>	<u>Transportation Opers & Maint</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
					Account Total	302.81
	Water/Sewer/Sanitation					
	PREMIER PORTABLES	00013	932085	313469	07/26/18	920.00
					Account Total	920.00
					Department Total	8,990.76

County of Adams
Vendor Payment Report

<u>3055</u>	<u>Transportation Streets Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00013	932059	313467	07/26/18	16.50
	UNITED POWER (UNION REA)	00013	932060	313467	07/26/18	36.00
	UNITED POWER (UNION REA)	00013	932061	313467	07/26/18	34.00
	UNITED POWER (UNION REA)	00013	932062	313467	07/26/18	73.41
	UNITED POWER (UNION REA)	00013	932063	313467	07/26/18	126.70
	UNITED POWER (UNION REA)	00013	932064	313467	07/26/18	33.77
	UNITED POWER (UNION REA)	00013	932065	313467	07/26/18	104.37
	UNITED POWER (UNION REA)	00013	932066	313467	07/26/18	16.50
	UNITED POWER (UNION REA)	00013	932067	313467	07/26/18	48.84
	UNITED POWER (UNION REA)	00013	932068	313467	07/26/18	48.84
	UNITED POWER (UNION REA)	00013	932069	313467	07/26/18	23.16
	XCEL ENERGY	00013	932070	313467	07/26/18	52.44
					Account Total	614.53
	Traffic Signal Maintenance					
	UTILITY NOTIFICATION CENTER OF	00013	932083	313469	07/26/18	198.65
					Account Total	198.65
					Department Total	813.18

County of Adams
Vendor Payment Report

<u>25</u>	<u>Waste Management Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	B & B ENVIRONMENTAL SAFETY INC	00025	932717	314113	08/02/18	<u>4,779.49</u>
					Account Total	<u>4,779.49</u>
					Department Total	<u><u>4,779.49</u></u>

County of Adams
Vendor Payment Report

<u>4316</u>	<u>Wastewater Treatment Plant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00043	932502	313837	07/31/18	1,089.96
					Account Total	1,089.96
	Laboratory Analysis					
	COLO ANALYTICAL LABORATORY	00043	932037	313460	07/26/18	26.00
	COLO ANALYTICAL LABORATORY	00043	932040	313460	07/26/18	145.00
					Account Total	171.00
					Department Total	1,260.96

County of Adams
Vendor Payment Report

<u>97200</u>	<u>WIOA ADULT PROGRAM</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Clnt Trng-Tuition					
	EMILY GRIFFITH TECHNICAL COLLEGE	00035	931876	313292	07/25/18	<u>339.00</u>
					Account Total	<u>339.00</u>
					Department Total	<u><u>339.00</u></u>

County of Adams
Vendor Payment Report

<u>97500</u>	<u>WIOA YOUTH OLDER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Clnt Trng-GED/ESL					
	EMILY GRIFFITH TECHNICAL COLLEGE	00035	931877	313292	07/25/18	348.00
					Account Total	348.00
	Clnt Trng-Tuition					
	EMILY GRIFFITH TECHNICAL COLLEGE	00035	931878	313292	07/25/18	847.50
					Account Total	847.50
	Supp Svcs-Incentives					
	ELENES JAZMIN	00035	931879	313292	07/25/18	25.00
	MARTINEZ VICTORIA	00035	931880	313292	07/25/18	25.00
	MAZOTTI CAMERON	00035	931881	313292	07/25/18	25.00
	MUNOZ JAYCE A	00035	931882	313292	07/25/18	80.00
					Account Total	155.00
					Department Total	1,350.50

County of Adams
Vendor Payment Report

<u>99200</u>	<u>10% Discretionary Grant (CIMS)</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Registration Fees					
	ROCKY MTN WORKFORCE DEVELOPMEN	00035	931884	313292	07/25/18	99.00
					Account Total	99.00
	Travel & Transportation					
	MARTINEZ DOMINIC A	00035	931886	313292	07/25/18	61.00
	MARTINEZ DOMINIC A	00035	931888	313292	07/25/18	38.30
					Account Total	99.30
					Department Total	198.30

County of Adams
Vendor Payment Report

Grand Total 1,757,116.49

County of Adams
Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	176,723.71
5	Golf Course Enterprise Fund	13,203.74
6	Equipment Service Fund	1,906.42
13	Road & Bridge Fund	27,155.87
34	Comm Services Blk Grant Fund	24,799.66
35	Workforce & Business Center	7,896.07
43	Front Range Airport	5,637.71
94	Sheriff Payables	11,176.00
		<u>268,499.18</u>

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00726844	608721	FUSION TALENT GROUP	08/07/18	5,000.00
00726845	608721	FUSION TALENT GROUP	08/07/18	7,500.00
00726846	608721	FUSION TALENT GROUP	08/07/18	7,500.00
00726847	608721	FUSION TALENT GROUP	08/07/18	7,500.00
00726848	608721	FUSION TALENT GROUP	08/07/18	7,500.00
00726874	91631	ADAMSON POLICE PRODUCTS	08/08/18	615.00
00726875	433987	ADCO DISTRICT ATTORNEY'S OFFIC	08/08/18	493.43
00726876	630412	ADVANCED LAUNDRY SYSTEMS	08/08/18	220.00
00726877	429551	BISCUITS AND BERRIES CATERING	08/08/18	3,603.48
00726879	9902	CHEMATOX LABORATORY INC	08/08/18	2,098.00
00726880	647801	CML SECURITY LLC	08/08/18	13,300.00
00726881	794425	COAST TO COAST COMPUTER PRODUC	08/08/18	3,899.70
00726882	13049	COMMUNITY REACH CENTER	08/08/18	21,463.46
00726883	736560	CURTIS JAMES	08/08/18	1,000.00
00726884	8820091	EON OFFICE PRODUCTS	08/08/18	10,403.64
00726885	671123	FOUND MY KEYS	08/08/18	980.00
00726886	12689	GALLS LLC	08/08/18	6,359.65
00726888	51274	MCDONALD YONG HUI V	08/08/18	5,505.00
00726889	93018	MURPHY RICK	08/08/18	4,173.48
00726891	736561	REFFEL JEREMY	08/08/18	500.00
00726892	736559	REMPER BRIAN	08/08/18	500.00
00726893	383698	ALLIED UNIVERSAL SECURITY SERV	08/08/18	3,780.15
00726895	12012	ALSCO AMERICAN INDUSTRIAL	08/08/18	36.82
00726897	463401	BUSH MELVIN E	08/08/18	65.00
00726898	734865	BUSTILLOS GUIDO	08/08/18	650.00
00726901	80146	COLO DEPT OF PUBLIC HEALTH & E	08/08/18	75.00
00726902	36066	COLO OPEN SPACE ALLIANCE	08/08/18	150.00
00726903	211773	COX RANCH ORIGINALS	08/08/18	495.25
00726906	734898	ESCOVEDO HILIANA	08/08/18	400.00
00726907	729561	ESPINAL-MINER MELISSA	08/08/18	55.59
00726908	734969	FEDERICO LETICIA M	08/08/18	51.23
00726909	29227	FENCE CONSULTING SERVICES	08/08/18	6,437.00
00726910	212385	GMCO CORPORATION	08/08/18	1,606.00
00726911	675517	GREEN THOMAS D	08/08/18	65.00
00726912	698488	HANCOCK FORREST HAYES	08/08/18	65.00
00726914	734862	LEDEZMA CARMEN	08/08/18	400.00

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00726915	734861	LYONS DENISE	08/08/18	225.00
00726916	28585	MARINA POOL SPA & PATIO	08/08/18	1,006.95
00726917	707905	MCDONALD WATERPROOFING & RESTO	08/08/18	6,393.00
00726918	93320	MILE HIGH TREE CARE INC	08/08/18	2,000.00
00726919	573416	NYHOLM STEWART E	08/08/18	65.00
00726922	734866	REAGAN CLUB OF COLORADO	08/08/18	175.00
00726923	366235	ROCKY MTN SEWER-JET INC	08/08/18	1,560.00
00726925	13538	SHRED IT USA LLC	08/08/18	175.00
00726926	315130	STANFIELD THOMSON	08/08/18	65.00
00726927	293662	SUMMIT LABORATORIES INC	08/08/18	480.00
00726929	66264	SYSTEMS GROUP	08/08/18	7,800.00
00726930	621857	THEATRICAL MEDIA SERVICES INC	08/08/18	6,675.22
00726931	1094	TRI COUNTY HEALTH DEPT	08/08/18	341.25
00726932	296691	US POSTAL SERVICE	08/08/18	225.00
00726933	13822	XCEL ENERGY	08/08/18	336.50
00726934	13822	XCEL ENERGY	08/08/18	345.60
00726935	48342	A & A LANGUAGES LLC	08/09/18	275.00
00726939	228213	ARAMARK REFRESHMENT SERVICES	08/09/18	596.85
00726940	14964	ARBITRAGE COMPLIANCE SPECIALIS	08/09/18	2,750.00
00726941	211201	AUSTIN IAN M	08/09/18	92.43
00726943	624135	BOWMAN LORI	08/09/18	48.07
00726945	323020	BULLOCK RACHEL	08/09/18	74.23
00726946	37266	CENTURY LINK	08/09/18	231.39
00726947	37266	CENTURY LINK	08/09/18	90.95
00726948	620771	CHERNYAK DMITRIY	08/09/18	36.62
00726955	248103	DS WATERS OF AMERICA INC	08/09/18	853.03
00726956	26935	FIRST CHOICE	08/09/18	139.15
00726957	34457	GALLEGOS JASON	08/09/18	204.00
00726961	726557	HALL KRISTEN J	08/09/18	63.77
00726964	430273	LEWIS BETHANY	08/09/18	67.36
00726965	734480	LOPEZ BRANDI N	08/09/18	46.43
00726966	247198	MGT OF AMERICA INC	08/09/18	10,400.00
00726967	276363	OKADA DAVID	08/09/18	86.49
00726970	95386	SANTISTEVAN DEBRA F	08/09/18	60.73
00726971	13538	SHRED IT USA LLC	08/09/18	1,627.35
00726972	461829	SIEMERING KARYN K	08/09/18	30.74

Net Warrants by Fund Detail

1 **General Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00726974	734481	SISKA-SALKIN STEPHANIE	08/09/18	40.88
00726975	352495	SOLANO CRYSTAL	08/09/18	65.67
00726976	95723	TALLEY LORI	08/09/18	66.49
00726977	369655	TORGERSEN BETH	08/09/18	29.87
00726978	173807	TREBLIK JESSE M	08/09/18	204.00
00726982	514150	VALDEZ MONIQUE	08/09/18	66.71
00726983	7117	WORLD CONNECTIONS TRAVEL	08/09/18	1,470.97
00726986	370160	EIDE BAILLY LLP	08/10/18	4,185.00
00727002	38961	SHREVE JEANNE	08/10/18	504.13
			Fund Total	176,723.71

Net Warrants by Fund Detail

5 Golf Course Enterprise Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00726936	8579	AGFINITY INC	08/09/18	1,791.25
00726937	302764	AGFINITY INC	08/09/18	6,572.26
00726938	12012	ALSCO AMERICAN INDUSTRIAL	08/09/18	45.58
00726944	9822	BUCKEYE WELDING SUPPLY CO INC	08/09/18	26.00
00726958	160270	GOLF & SPORT SOLUTIONS	08/09/18	1,564.25
00726959	2299	GOLF ENVIRO SYSTEMS INC	08/09/18	830.00
00726962	2202	INTERSTATE BATTERY OF ROCKIES	08/09/18	126.90
00726973	89126	SIMPLOT PARTNERS	08/09/18	705.82
00726979	1007	UNITED POWER (UNION REA)	08/09/18	330.01
00726980	1007	UNITED POWER (UNION REA)	08/09/18	34.92
00726981	1007	UNITED POWER (UNION REA)	08/09/18	1,124.05
00726984	13822	XCEL ENERGY	08/09/18	52.70
Fund Total				13,203.74

Net Warrants by Fund Detail

6Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00726873	381413	ACJ RADIATORS	08/08/18	150.00
00726887	526990	JB AUTO CLEAN	08/08/18	100.00
00726890	736429	NICKS WELDING INC	08/08/18	520.00
00726900	626215	CHAVIRA JAIME	08/08/18	374.99
00726913	491796	HRT ENTERPRISES LLC	08/08/18	270.00
00726920	88812	PATRIDGE CHRISTOPHER	08/08/18	491.43
			Fund Total	1,906.42

Net Warrants by Fund Detail

13

Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00726849	707775	SAND FOUR SALE.COM	08/07/18	12,922.87
00726878	111192	BNSF RAILWAY COMPANY	08/08/18	14,233.00
			Fund Total	27,155.87

Net Warrants by Fund Detail

34

Comm Services Blk Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00726894	5991	ALMOST HOME INC	08/08/18	8,171.36
00726921	189016	PROJECT ANGEL HEART	08/08/18	16,535.70
00726968	92604	RAMIREZ ESTHER	08/09/18	92.60
Fund Total				24,799.66

Net Warrants by Fund Detail

35

Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00726942	35827	BANKS RACHEL	08/09/18	61.00
00726960	138164	GONZALEZ JESSICA	08/09/18	61.00
00726963	281998	KAMMERZELL JODIE	08/09/18	49.00
00726969	915166	RODRIGUEZ SONIA	08/09/18	61.00
00726985	83770	ZOBEL GABRIELE	08/09/18	61.00
00726987	36820	AGUINIGA CAROL	08/10/18	61.00
00726988	678947	ARAPAHOE COUNTY COMMUNITY RESO	08/10/18	6,038.00
00726989	735010	BOHLEN SARAH	08/10/18	50.00
00726990	90879	CHAVEZ BELIA P	08/10/18	61.00
00726991	8816052	EMILY GRIFFITH TECHNICAL COLLE	08/10/18	55.00
00726992	369792	FLORES MICHAEL	08/10/18	61.00
00726993	523307	FLUHRER GENOA	08/10/18	25.00
00726994	843241	GLASSER NOELLE	08/10/18	61.00
00726995	735011	HARRIS SAMANTHA	08/10/18	80.00
00726996	700828	MARTINEZ JASMIN	08/10/18	25.00
00726997	580067	MCBOAT GREG	08/10/18	286.00
00726998	49485	MCGIRR RITA	08/10/18	61.00
00726999	735012	MILLER AMBER	08/10/18	80.00
00727000	40920	POST REBECCA	08/10/18	61.00
00727001	735013	RUSSO VALENTINA	08/10/18	80.00
00727003	8076	VERIZON WIRELESS	08/10/18	518.07
Fund Total				7,896.07

Net Warrants by Fund Detail

43 Front Range Airport

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00726896	351622	AURORA WATER	08/08/18	4,382.92
00726899	80257	CENTURYLINK	08/08/18	328.57
00726904	80156	DISH NETWORK	08/08/18	143.02
00726905	13410	EASTERN SLOPE RURAL TELEPHONE	08/08/18	88.45
00726924	37110	SB PORTA BOWL RESTROOMS INC	08/08/18	396.00
00726928	80267	SWIMS DISPOSAL	08/08/18	298.75
Fund Total				5,637.71

Net Warrants by Fund Detail

94Sheriff Payables

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00726949	95935	CLERK OF THE COUNTY COURT	08/09/18	2,730.00
00726950	95935	CLERK OF THE COUNTY COURT	08/09/18	2,520.00
00726951	92474	COLO DEPT OF HUMAN SERVICES	08/09/18	3,165.00
00726952	92474	COLO DEPT OF HUMAN SERVICES	08/09/18	2,220.00
00726953	44915	COLO JUDICIAL DEPT	08/09/18	282.00
00726954	44915	COLO JUDICIAL DEPT	08/09/18	259.00
			Fund Total	11,176.00

County of Adams
Net Warrants by Fund Detail

Grand Total 268,499.18

County of Adams
Vendor Payment Report

<u>4302</u>	<u>Airport Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	CENTURYLINK	00043	932427	313732	07/30/18	52.58
					Account Total	52.58
	Water/Sewer/Sanitation					
	SB PORTA BOWL RESTROOMS INC	00043	932550	313970	07/31/18	396.00
	SWIMS DISPOSAL	00043	932721	314194	08/03/18	298.75
					Account Total	694.75
					Department Total	747.33

County of Adams
Vendor Payment Report

<u>4308</u>	<u>Airport ATCT</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	CENTURYLINK	00043	932427	313732	07/30/18	51.93
	CENTURYLINK	00043	932427	313732	07/30/18	126.74
					Account Total	<u>178.67</u>
					Department Total	<u><u>178.67</u></u>

County of Adams
Vendor Payment Report

<u>4303</u>	<u>Airport FBO</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Satellite Television					
	DISH NETWORK	00043	932428	313732	07/30/18	143.02
					Account Total	143.02
	Telephone					
	CENTURYLINK	00043	932427	313732	07/30/18	48.51
					Account Total	48.51
					Department Total	191.53

County of Adams
Vendor Payment Report

<u>4304</u>	<u>Airport Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	EASTERN SLOPE RURAL TELEPHONE	00043	932720	314194	08/03/18	88.45
					Account Total	88.45
					Department Total	88.45

County of Adams
Vendor Payment Report

<u>1011</u>	<u>Board of County Commissioners</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	BISCUITS AND BERRIES CATERING	00001	932741	314197	08/03/18	<u>3,603.48</u>
					Account Total	<u>3,603.48</u>
					Department Total	<u><u>3,603.48</u></u>

County of Adams
Vendor Payment Report

<u>9275</u>	<u>Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	BULLOCK RACHEL	00001	933046	314634	08/08/18	74.23
	TORGENSEN BETH	00001	933047	314634	08/08/18	29.87
					Account Total	<u>104.10</u>
					Department Total	<u><u>104.10</u></u>

County of Adams
Vendor Payment Report

<u>1022</u>	<u>CLK Elections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Destruction of Records					
	SHRED IT USA LLC	00001	932789	314210	08/03/18	30.00
					Account Total	30.00
	Postage & Freight					
	US POSTAL SERVICE	00001	932667	314111	08/02/18	225.00
					Account Total	225.00
					Department Total	255.00

County of Adams
Vendor Payment Report

<u>1023</u>	<u>CLK Motor Vehicle</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Destruction of Records					
	SHRED IT USA LLC	00001	932788	314210	08/03/18	145.00
					Account Total	145.00
	Mileage Reimbursements					
	ESPINAL-MINER MELISSA	00001	932561	313981	08/01/18	55.59
	FEDERICO LETICIA M	00001	932568	313981	08/01/18	51.23
	HALL KRISTEN J	00001	931891	313300	07/25/18	63.77
	LEWIS BETHANY	00001	931892	313300	07/25/18	67.36
	LOPEZ BRANDI N	00001	931893	313300	07/25/18	46.43
	SANTISTEVAN DEBRA F	00001	931894	313300	07/25/18	60.73
	SIEMERING KARYN K	00001	931895	313300	07/25/18	30.74
	SISKA-SALKIN STEPHANIE	00001	931896	313300	07/25/18	40.88
	SOLANO CRYSTAL	00001	931897	313300	07/25/18	65.67
	TALLEY LORI	00001	931899	313300	07/25/18	37.50
	TALLEY LORI	00001	931900	313300	07/25/18	28.99
	VALDEZ MONIQUE	00001	931901	313300	07/25/18	66.71
					Account Total	615.60
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00001	932786	314210	08/03/18	18.41
	ALSCO AMERICAN INDUSTRIAL	00001	932787	314210	08/03/18	18.41
					Account Total	36.82
	Security Service					
	ALLIED UNIVERSAL SECURITY SERV	00001	932784	314210	08/03/18	1,880.75
	ALLIED UNIVERSAL SECURITY SERV	00001	932785	314210	08/03/18	1,899.40
					Account Total	3,780.15
					Department Total	<u>4,577.57</u>

County of Adams
Vendor Payment Report

<u>951016</u>	<u>CSBG</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	ALMOST HOME INC	00034	932944	314501	08/07/18	8,171.36
	PROJECT ANGEL HEART	00034	932945	314501	08/03/18	16,535.70
					Account Total	24,707.06
	Mileage Reimbursements					
	RAMIREZ ESTHER	00034	933048	314634	08/08/18	92.60
					Account Total	92.60
					Department Total	24,799.66

County of Adams
Vendor Payment Report

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	932791	314213	08/03/18	214.52
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	932791	314213	08/03/18	20.00
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	932791	314213	08/03/18	72.13
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	932791	314213	08/03/18	73.50
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	932791	314213	08/03/18	78.59
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	932791	314213	08/03/18	34.69
					Account Total	<u>493.43</u>
					Department Total	<u><u>493.43</u></u>

County of Adams
Vendor Payment Report

<u>99500</u>	<u>Employment First</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	FLORES MICHAEL	00035	932554	313980	08/01/18	<u>61.00</u>
					Account Total	<u>61.00</u>
					Department Total	<u><u>61.00</u></u>

County of Adams
Vendor Payment Report

<u>97802</u>	<u>Employment Support Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	ARAPAHOE COUNTY COMMUNITY RESO	00035	932570	313980	08/01/18	<u>6,038.00</u>
					Account Total	<u>6,038.00</u>
					Department Total	<u><u>6,038.00</u></u>

County of Adams
Vendor Payment Report

<u>1018</u>	<u>Finance General Accounting</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	CHERNYAK DMITRIY	00001	933038	314634	08/08/18	<u>36.62</u>
					Account Total	<u>36.62</u>
					Department Total	<u><u>36.62</u></u>

County of Adams
Vendor Payment Report

<u>9114</u>	<u>Fleet- Commerce</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Tools Reimbursement					
	CHAVIRA JAIME	00006	932661	314112	08/02/18	224.99
	PATRIDGE CHRISTOPHER	00006	932513	313851	07/31/18	491.43
					Account Total	716.42
	Uniforms & Cleaning					
	CHAVIRA JAIME	00006	932663	314112	08/02/18	150.00
					Account Total	150.00
	Vehicle Repair & Maint					
	ACJ RADIATORS	00006	932849	314337	08/06/18	150.00
	HRT ENTERPRISES LLC	00006	932512	313851	07/31/18	270.00
	JB AUTO CLEAN	00006	932850	314337	08/06/18	100.00
	NICKS WELDING INC	00006	932851	314337	08/06/18	520.00
					Account Total	1,040.00
					Department Total	1,906.42

County of Adams
Vendor Payment Report

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00001	932664	314111	08/02/18	<u>336.50</u>
					Account Total	<u>336.50</u>
					Department Total	<u><u>336.50</u></u>

County of Adams
Vendor Payment Report

<u>1113</u>	<u>FO - Children & Family Service</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00001	932665	314111	08/02/18	<u>345.60</u>
					Account Total	<u>345.60</u>
					Department Total	<u><u>345.60</u></u>

County of Adams
Vendor Payment Report

<u>2090</u>	<u>FO - Flatrock Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	COLO DEPT OF PUBLIC HEALTH & E	00050	932668	314111	08/02/18	<u>75.00</u>
					Account Total	<u>75.00</u>
					Department Total	<u><u>75.00</u></u>

County of Adams
Vendor Payment Report

<u>1077</u>	<u>FO - Government Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	SYSTEMS GROUP	00001	932659	314111	08/02/18	4,320.00
	SYSTEMS GROUP	00001	932660	314111	08/02/18	3,480.00
					Account Total	7,800.00
	Maintenance Contracts					
	SUMMIT LABORATORIES INC	00001	932662	314111	08/02/18	480.00
					Account Total	480.00
					Department Total	8,280.00

County of Adams
Vendor Payment Report

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	MILE HIGH TREE CARE INC	00001	932658	314111	08/02/18	2,000.00
					Account Total	<u>2,000.00</u>
	Repair & Maint Supplies					
	MARINA POOL SPA & PATIO	00001	932655	314111	08/02/18	1,006.95
					Account Total	<u>1,006.95</u>
					Department Total	<u><u>3,006.95</u></u>

County of Adams
Vendor Payment Report

<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	FENCE CONSULTING SERVICES	00001	932656	314111	08/02/18	4,875.00
	TRI COUNTY HEALTH DEPT	00001	932654	314111	08/02/18	341.25
					Account Total	<u>5,216.25</u>
	Maintenance Contracts					
	ROCKY MTN SEWER-JET INC	00001	932666	314111	08/02/18	1,560.00
					Account Total	<u>1,560.00</u>
					Department Total	<u><u>6,776.25</u></u>

County of Adams
Vendor Payment Report

<u>1112</u>	<u>FO-Sheriff HQ/Coroner Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	FENCE CONSULTING SERVICES	00001	932657	314111	08/02/18	<u>1,562.00</u>
					Account Total	<u>1,562.00</u>
					Department Total	<u><u>1,562.00</u></u>

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ADAMSON POLICE PRODUCTS	00001	932793	314226	08/03/18	575.00
	ADAMSON POLICE PRODUCTS	00001	932793	314226	08/03/18	40.00
	ADVANCED LAUNDRY SYSTEMS	00001	932794	314226	08/03/18	220.00
	CHEMATOX LABORATORY INC	00001	932795	314226	08/03/18	488.00
	CHEMATOX LABORATORY INC	00001	932796	314226	08/03/18	510.00
	CHEMATOX LABORATORY INC	00001	932797	314226	08/03/18	1,100.00
	CML SECURITY LLC	00001	932798	314226	08/03/18	13,300.00
	COAST TO COAST COMPUTER PRODUC	00001	932799	314226	08/03/18	3,899.70
	COMMUNITY REACH CENTER	00001	932800	314226	08/03/18	21,463.46
	EIDE BAILLY LLP	00001	933122	314847	08/10/18	4,185.00
	EON OFFICE PRODUCTS	00001	932801	314226	08/03/18	10,403.64
	FOUND MY KEYS	00001	932802	314226	08/03/18	980.00
	GALLS LLC	00001	932803	314226	08/03/18	345.15
	GALLS LLC	00001	932804	314226	08/03/18	225.30
	GALLS LLC	00001	932805	314226	08/03/18	82.34
	GALLS LLC	00001	932805	314226	08/03/18	204.02
	GALLS LLC	00001	932805	314226	08/03/18	201.21
	GALLS LLC	00001	932806	314226	08/03/18	91.68
	GALLS LLC	00001	932806	314226	08/03/18	230.96
	GALLS LLC	00001	932806	314226	08/03/18	464.32
	GALLS LLC	00001	932807	314226	08/03/18	187.23
	GALLS LLC	00001	932808	314226	08/03/18	3,214.70
	GALLS LLC	00001	932809	314226	08/03/18	92.00
	GALLS LLC	00001	932810	314226	08/03/18	198.89
	GALLS LLC	00001	932811	314226	08/03/18	446.65
	GALLS LLC	00001	932812	314226	08/03/18	50.95
	GALLS LLC	00001	932812	314226	08/03/18	324.25
	MCDONALD YONG HUI V	00001	932813	314226	08/03/18	5,505.00
	MGT OF AMERICA INC	00001	933099	314739	08/09/18	10,400.00
	MURPHY RICK	00001	932814	314226	08/03/18	4,173.48
					Account Total	83,602.93
					Department Total	<u>83,602.93</u>

County of Adams
Vendor Payment Report

<u>5026</u>	<u>Golf Course- Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	BUCKEYE WELDING SUPPLY CO INC	00005	932613	314095	08/02/18	26.00
					Account Total	26.00
	Fuel, Gas & Oil					
	AGFINITY INC	00005	932610	314095	08/02/18	2,583.45
	AGFINITY INC	00005	932611	314095	08/02/18	3,988.81
					Account Total	6,572.26
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	932620	314095	08/02/18	330.01
	UNITED POWER (UNION REA)	00005	932622	314095	08/02/18	1,124.05
	XCEL ENERGY	00005	932623	314095	08/02/18	52.70
					Account Total	1,506.76
	Grounds Maintenance					
	AGFINITY INC	00005	932607	314095	08/02/18	189.00
	AGFINITY INC	00005	932608	314095	08/02/18	1,332.25
	AGFINITY INC	00005	932609	314095	08/02/18	270.00
	GOLF & SPORT SOLUTIONS	00005	932615	314095	08/02/18	408.65
	GOLF & SPORT SOLUTIONS	00005	932616	314095	08/02/18	755.28
	GOLF & SPORT SOLUTIONS	00005	932617	314095	08/02/18	400.32
	GOLF ENVIRO SYSTEMS INC	00005	932614	314095	08/02/18	830.00
	SIMPLOT PARTNERS	00005	932619	314095	08/02/18	705.82
					Account Total	4,891.32
	Repair & Maint Supplies					
	ALSCO AMERICAN INDUSTRIAL	00005	932612	314095	08/02/18	45.58
					Account Total	45.58
					Department Total	13,041.92

County of Adams
Vendor Payment Report

<u>5021</u>	<u>Golf Course- Pro Shop</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	932621	314095	08/02/18	<u>34.92</u>
					Account Total	<u>34.92</u>
	Golf Carts					
	INTERSTATE BATTERY OF ROCKIES	00005	932618	314095	08/02/18	<u>126.90</u>
					Account Total	<u>126.90</u>
					Department Total	<u><u>161.82</u></u>

County of Adams
Vendor Payment Report

<u>9252</u>	<u>GF- Admin/Org Support</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	ARBITRAGE COMPLIANCE SPECIALIS	00001	933031	314634	08/08/18	<u>2,750.00</u>
					Account Total	<u>2,750.00</u>
					Department Total	<u><u>2,750.00</u></u>

County of Adams
Vendor Payment Report

<u>1056</u>	<u>IT Help Desk & Servers</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	OKADA DAVID	00001	933049	314634	08/08/18	<u>86.49</u>
					Account Total	<u>86.49</u>
					Department Total	<u><u>86.49</u></u>

County of Adams
Vendor Payment Report

<u>1130</u>	<u>MM&R-Painting and Caulking</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	MCDONALD WATERPROOFING & RESTO	00001	932652	314111	08/02/18	4,843.00
	MCDONALD WATERPROOFING & RESTO	00001	932653	314111	08/02/18	1,550.00
					Account Total	<u>6,393.00</u>
					Department Total	<u><u>6,393.00</u></u>

County of Adams
Vendor Payment Report

<u>5010</u>	<u>PKS- Fair & Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Fair Expenses-General					
	CURTIS JAMES	00001	932883	314393	08/06/18	1,000.00
	FUSION TALENT GROUP	00001	932866	314375	08/06/18	5,000.00
	FUSION TALENT GROUP	00001	932867	314375	08/06/18	7,500.00
	FUSION TALENT GROUP	00001	932868	314375	08/06/18	7,500.00
	FUSION TALENT GROUP	00001	932869	314375	08/06/18	7,500.00
	FUSION TALENT GROUP	00001	932870	314375	08/06/18	7,500.00
	REFFEL JEREMY	00001	932884	314393	08/06/18	500.00
	REMPEL BRIAN	00001	932885	314393	08/06/18	500.00
	THEATRICAL MEDIA SERVICES INC	00001	932583	313988	08/01/18	6,675.22
					Account Total	43,675.22
	Operating Supplies					
	GMCO CORPORATION	00001	932579	313988	08/01/18	1,606.00
					Account Total	1,606.00
	Regional Park Rentals					
	BUSTILLOS GUIDO	00001	932575	313988	08/01/18	650.00
	ESCOVEDO HILIANA	00001	932578	313988	08/01/18	400.00
	LEDEZMA CARMEN	00001	932580	313988	08/01/18	400.00
	LYONS DENISE	00001	932581	313988	08/01/18	225.00
	REAGAN CLUB OF COLORADO	00001	932582	313988	08/01/18	175.00
					Account Total	1,850.00
					Department Total	47,131.22

County of Adams
Vendor Payment Report

<u>5016</u>	<u>PKS- Trail Ranger Patrol</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	COLO OPEN SPACE ALLIANCE	00001	932576	313988	08/01/18	150.00
					Account Total	150.00
	Uniforms & Cleaning					
	COX RANCH ORIGINALS	00001	932577	313988	08/01/18	495.25
					Account Total	495.25
					Department Total	645.25

County of Adams
Vendor Payment Report

<u>1089</u>	<u>PLN- Boards & Commissions</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	BUSH MELVIN E	00001	932831	314307	08/06/18	65.00
	GREEN THOMAS D	00001	932834	314307	08/06/18	65.00
	HANCOCK FORREST HAYES	00001	932835	314307	08/06/18	65.00
	NYHOLM STEWART E	00001	932832	314307	08/06/18	65.00
	STANFIELD THOMSON	00001	932833	314307	08/06/18	65.00
					Account Total	325.00
					Department Total	325.00

County of Adams
Vendor Payment Report

<u>1037</u>	<u>Regional Transportation</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	SHREVE JEANNE	00001	933117	314837	08/10/18	274.35
	SHREVE JEANNE	00001	933118	314837	08/10/18	175.93
	SHREVE JEANNE	00001	933119	314837	08/10/18	53.85
					Account Total	<u>504.13</u>
					Department Total	<u><u>504.13</u></u>

County of Adams
Vendor Payment Report

<u>13</u>	<u>Road & Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	BNSF RAILWAY COMPANY	00013	933030	314625	08/08/18	14,233.00
	SAND FOUR SALE.COM	00013	932930	314493	08/07/18	12,922.87
					Account Total	27,155.87
					Department Total	27,155.87

County of Adams
Vendor Payment Report

<u>94</u>	<u>Sheriff Payables</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Brain Trust					
	COLO DEPT OF HUMAN SERVICES	00094	933036	314634	08/08/18	3,165.00
	COLO DEPT OF HUMAN SERVICES	00094	933037	314634	08/08/18	2,220.00
					Account Total	5,385.00
	Family Friendly Fee					
	COLO JUDICIAL DEPT	00094	933034	314634	08/08/18	282.00
	COLO JUDICIAL DEPT	00094	933035	314634	08/08/18	259.00
					Account Total	541.00
	State Surcharge					
	CLERK OF THE COUNTY COURT	00094	933032	314634	08/08/18	2,730.00
	CLERK OF THE COUNTY COURT	00094	933033	314634	08/08/18	2,520.00
					Account Total	5,250.00
					Department Total	11,176.00

County of Adams
Vendor Payment Report

<u>2011</u>	<u>SHF- Admin Services Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	ARAMARK REFRESHMENT SERVICES	00001	932816	314234	08/03/18	596.85
	DS WATERS OF AMERICA INC	00001	932824	314234	08/03/18	94.65
					Account Total	<u>691.50</u>
					Department Total	<u><u>691.50</u></u>

County of Adams
Vendor Payment Report

<u>2075</u>	<u>SHF- Commissary Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	CENTURY LINK	00001	932819	314234	08/03/18	231.39
					Account Total	231.39
	Other Professional Serv					
	A & A LANGUAGES LLC	00001	932815	314234	08/03/18	275.00
					Account Total	275.00
					Department Total	<u>506.39</u>

County of Adams
Vendor Payment Report

<u>2016</u>	<u>SHF- Detective Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	TREBLIK JESSE M	00001	932829	314234	08/03/18	<u>204.00</u>
					Account Total	<u>204.00</u>
					Department Total	<u><u>204.00</u></u>

County of Adams
Vendor Payment Report

<u>2071</u>	<u>SHF- Detention Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	BOWMAN LORI	00001	932818	314234	08/03/18	48.07
					Account Total	48.07
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	932822	314234	08/03/18	44.60
	DS WATERS OF AMERICA INC	00001	932823	314234	08/03/18	671.64
					Account Total	716.24
					Department Total	<u>764.31</u>

County of Adams
Vendor Payment Report

<u>2072</u>	<u>SHF- Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	932821	314234	08/03/18	<u>42.14</u>
					Account Total	<u>42.14</u>
					Department Total	<u><u>42.14</u></u>

County of Adams
Vendor Payment Report

<u>2010</u>	<u>SHF- MIS Unit</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	CENTURY LINK	00001	932820	314234	08/03/18	<u>90.95</u>
					Account Total	<u>90.95</u>
					Department Total	<u><u>90.95</u></u>

County of Adams
Vendor Payment Report

<u>2017</u>	<u>SHF- Patrol Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	AUSTIN IAN M	00001	932817	314234	08/03/18	92.43
					Account Total	92.43
	Travel & Transportation					
	GALLEGOS JASON	00001	932826	314234	08/03/18	204.00
					Account Total	204.00
					Department Total	296.43

County of Adams
Vendor Payment Report

<u>2018</u>	<u>SHF- Records/Warrants Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Extraditions					
	WORLD CONNECTIONS TRAVEL	00001	932828	314234	08/03/18	1,470.97
					Account Total	<u>1,470.97</u>
	Operating Supplies					
	FIRST CHOICE	00001	932825	314234	08/03/18	139.15
					Account Total	<u>139.15</u>
	Other Professional Serv					
	SHRED IT USA LLC	00001	932827	314234	08/03/18	1,627.35
					Account Total	<u>1,627.35</u>
					Department Total	<u><u>3,237.47</u></u>

County of Adams
Vendor Payment Report

<u>97800</u>	<u>Wagner-Peyser</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	932569	313980	08/01/18	<u>40.01</u>
					Account Total	<u>40.01</u>
					Department Total	<u><u>40.01</u></u>

County of Adams
Vendor Payment Report

<u>97803</u>	<u>Wagner-Peyser Migrant Seasonal</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	932569	313980	08/01/18	<u>105.06</u>
					Account Total	<u>105.06</u>
					Department Total	<u><u>105.06</u></u>

County of Adams
Vendor Payment Report

<u>4316</u>	<u>Wastewater Treatment Plant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	CENTURYLINK	00043	932427	313732	07/30/18	48.81
					Account Total	48.81
	Water/Sewer/Sanitation					
	AURORA WATER	00043	932426	313732	07/30/18	4,382.92
					Account Total	4,382.92
					Department Total	4,431.73

County of Adams
Vendor Payment Report

<u>99804</u>	<u>WIOA Shared Program Direct</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	932569	313980	08/01/18	<u>57.82</u>
					Account Total	<u>57.82</u>
					Department Total	<u><u>57.82</u></u>

County of Adams
Vendor Payment Report

<u>97500</u>	<u>WIOA YOUTH OLDER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Clnt Trng-Books					
	EMILY GRIFFITH TECHNICAL COLLEGE	00035	932562	313980	08/01/18	55.00
					Account Total	55.00
	Supp Svcs-Incentives					
	FLUHRER GENOA	00035	932563	313980	08/01/18	25.00
	HARRIS SAMANTHA	00035	932564	313980	08/01/18	80.00
	MARTINEZ JASMIN	00035	932565	313980	08/01/18	25.00
	MILLER AMBER	00035	932566	313980	08/01/18	80.00
	RUSSO VALENTINA	00035	932567	313980	08/01/18	80.00
					Account Total	290.00
					Department Total	345.00

County of Adams
Vendor Payment Report

<u>97400</u>	<u>WIOA YOUTH YOUNGER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Supp Svcs-Incentives					
	BOHLEN SARAH	00035	932560	313980	08/01/18	<u>50.00</u>
					Account Total	<u>50.00</u>
					Department Total	<u><u>50.00</u></u>

County of Adams
Vendor Payment Report

<u>99807</u>	<u>Youth Shared Prgrm Direct Cost</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	932569	313980	08/01/18	<u>315.18</u>
					Account Total	<u>315.18</u>
					Department Total	<u><u>315.18</u></u>

County of Adams
Vendor Payment Report

<u>99200</u>	<u>10% Discretionary Grant (CIMS)</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	AGUINIGA CAROL	00035	932552	313980	08/01/18	61.00
	BANKS RACHEL	00035	932886	314473	08/07/18	61.00
	CHAVEZ BELIA P	00035	932553	313980	08/01/18	61.00
	GLASSER NOELLE	00035	932555	313980	08/01/18	61.00
	GONZALEZ JESSICA	00035	932887	314473	08/07/18	61.00
	KAMMERZELL JODIE	00035	932888	314473	08/07/18	49.00
	MCBOAT GREG	00035	932556	313980	08/01/18	225.00
	MCBOAT GREG	00035	932557	313980	08/01/18	61.00
	MCGIRR RITA	00035	932558	313980	08/01/18	61.00
	POST REBECCA	00035	932559	313980	08/01/18	61.00
	RODRIGUEZ SONIA	00035	932889	314473	08/07/18	61.00
	ZOBEL GABRIELE	00035	932890	314473	08/07/18	61.00
					Account Total	884.00
					Department Total	884.00

County of Adams
Vendor Payment Report

Grand Total 268,499.18

**MINUTES OF COMMISSIONERS' PROCEEDINGS FOR
TUESDAY, AUGUST 14, 2018**

1. ROLL CALL

Present: Charles "Chaz" Tedesco Steve O'Doriso Eva J. Henry and Mary Hodge
Excused: Erik Hansen

2. PLEDGE OF ALLEGIANCE (09:29 AM)

3. MOTION TO APPROVE AGENDA (09:29 AM)

**Motion to Approve 3. MOTION TO APPROVE AGENDA Moved by Eva J. Henry,
seconded by Steve O'Doriso, unanimously carried.**

4. AWARDS AND PRESENTATIONS (09:29 AM)

A. 18-753 Recognition of the Oil & Gas Team, Community & Economic Development
Department (09:30 AM)

5. PUBLIC COMMENT (09:37 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

6. CONSENT CALENDAR (09:37 AM)

- A. 18-742 Minutes of the Commissioners' Proceedings from August 7, 2018
- B. 18-704 Resolution Approving Right-of-Way Agreement between Adams County and 20 Cortez Street, LLC, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
- C. 18-705 Resolution Approving Right-of-Way Agreement between Adams County and Manuel Philip Covarrubias, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
- D. 18-706 Resolution Approving Right-of-Way Agreement between Adams County and Erik Ryan Wareham and Marcella P. Wareham, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
- E. 18-707 Resolution Approving Amended Right-of-Way Agreement between Adams County and Jorge Isaac Medina Herrera, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
- F. 18-708 Resolution Approving Right-of-Way Agreement between Adams County and Justin Michael Yert and Joy Elizabeth Yert, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
- G. 18-709 Resolution Approving Right-of-Way Agreement between Adams County and Emily Minh Le, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
- H. 18-710 Resolution Approving Right-of-Way Agreement between Adams County and Son Le

- and Thuy Le, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
- I. 18-711 Resolution Approving Adams County's Scientific and Cultural Facilities District Funding Distribution Plan for 2018-2019 (File approved by ELT)
 - J. 18-712 Resolution Approving Right-of-Way Agreement between Adams County and Jose M. Araiza and Francisca Romero, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
 - K. 18-713 Resolution Approving Right-of-Way Agreement between Adams County and Pedro Santizo Morales, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
 - L. 18-714 Resolution Approving Right-of-Way Agreement between Adams County and Evette K. Bissett, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
 - M. 18-715 Resolution Approving Right-of-Way Agreement between Adams County and Jefferson Martin Sheppard and Mary Johanna Sheppard, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
 - N. 18-716 Resolution Approving Right-of-Way Agreement between Adams County and Francisco Rodriguez and Alicia Rodriguez, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
 - O. 18-722 Resolution Approving the 2017-2018 Cooperative Agreement between the Adams County Head Start Program and Adams County School District 27J (File approved by ELT)
 - P. 18-724 Resolution Approving the 2018-2019 Cooperative Agreement between the Adams County Head Start Program and Adams County School District 27J (File approved by ELT)
 - Q. 18-727 Resolution Appointing Jeffry Lapin to the Cultural Council (File approved by ELT)
 - R. 18-728 Resolution Appointing Evan Siegel to the Adams County Visual Arts Commission (File approved by ELT)
 - S. 18-729 Resolution Appointing Lynn Sites to the Cultural Council (File approved by ELT)
 - T. 18-731 Resolution Approving Right-of-Way Agreement between Adams County and Aaron C. Kester, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
 - U. 18-732 Resolution Approving Right-of-Way Agreement between Adams County and Mary R. Carney and Nathan W. Westlund, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
 - V. 18-741 Resolution Approving the Adams County Human Services Department Title IV-E Waiver Demonstration Project Memorandum of Understanding between Adams County and the Colorado Department of Human Services (File approved by ELT)
- Motion to Approve 6. CONSENT CALENDAR Moved by Charles "Chaz" Tedesco, seconded by Eva J. Henry, unanimously carried.**

7. NEW BUSINESS (09:37 AM)

A. COUNTY MANAGER (09:37 AM)

- 1. 18-734 Resolution Authorizing Second Supplemental Appropriations to the 2018 Adams County Government Budget (File approved by ELT) (09:37 AM)
Motion to Approve 1. 18-734 Resolution Authorizing Second Supplemental Appropriations to the 2018 Adams County Government Budget (File approved by ELT) Moved by Steve O'Dorisio, seconded by Charles "Chaz" Tedesco, passed with a roll call vote 3:1.
- 2. 18-684 Resolution Awarding an Agreement to Family Tree, Inc., to Provide Housing Services for the Temporary Assistance for Needy Families Program (File approved by ELT) (09:40 AM)
Motion to Approve 2. 18-684 Resolution Awarding an Agreement to Family Tree, Inc., to Provide Housing Services for the Temporary Assistance for Needy Families Program

(File approved by ELT) Moved by Eva J. Henry, seconded by Charles "Chaz" Tedesco, unanimously carried.

3. 18-696 Resolution Awarding an Agreement to Access Housing, Inc., to Provide Housing Services for the Temporary Assistance for Needy Families Program (File approved by ELT)
Motion to Approve 3. 18-696 Resolution Awarding an Agreement to Access Housing, Inc., to Provide Housing Services for the Temporary Assistance for Needy Families Program

(File approved by ELT) Moved by Eva J. Henry, seconded by Charles "Chaz" Tedesco, unanimously carried.

4. 18-697 Resolution Awarding an Agreement to Almost Home, Inc., to Provide Housing Services for the Temporary Assistance for Needy Families Program (File approved by ELT)
Motion to Approve 4. 18-697 Resolution Awarding an Agreement to Almost Home, Inc., to Provide Housing Services for the Temporary Assistance for Needy Families Program
(File approved by ELT) Moved by Eva J. Henry, seconded by Charles "Chaz" Tedesco, unanimously carried.

5. 18-698 Resolution Awarding an Agreement to Growing Home, Inc., to Provide Housing Services for the Temporary Assistance for Needy Families Program (File approved by ELT)
Motion to Approve 5. 18-698 Resolution Awarding an Agreement to Growing Home, Inc., to Provide Housing Services for the Temporary Assistance for Needy Families Program

(File approved by ELT) Moved by Eva J. Henry, seconded by Charles "Chaz" Tedesco, unanimously carried.

6. 18-737 Resolution Approving Amendment Four to the Agreement between Adams County and Granicus, Inc., for the Legislative Management Services Software System (File approved by ELT) (09:44 AM)

Motion to Approve 6. 18-737 Resolution Approving Amendment Four to the Agreement between Adams County and Granicus, Inc., for the Legislative Management Services Software System

(File approved by ELT) Moved by Charles "Chaz" Tedesco, seconded by Eva J. Henry, unanimously carried.

7. 18-739 Resolution Approving Amendment Two to the Agreement between Adams County and G Squared Design for Architect and Engineering Design Services for the Riverdale Animal Shelter and Regional Park Infrastructure (File approved by ELT) (09:46 AM)
Motion to Approve 7. 18-739 Resolution Approving Amendment Two to the Agreement between Adams County and G Squared Design for Architect and Engineering Design Services for the Riverdale Animal Shelter and Regional Park Infrastructure
(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

B. COUNTY ATTORNEY (09:48 AM)

Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for the Purpose of Receiving Legal Advice Regarding Current Litigation with Denver

Motion to Approve Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for the Purpose of Receiving Legal Advice Regarding Current Litigation with Denver Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

8. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 21, 2018
SUBJECT: Resolution ratifying the Grant Agreement allocation in the amount of \$350,000 from the State of Colorado for the Community Development Block Grant – Disaster Relief (CDBG-DR) funds for the Monaco Blight property acquisition
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: July 31, 2018 AIR
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners ratifies the Grant Agreement allocation from CDBG-DR for the Monaco Blight Property.

BACKGROUND:

During the September 2013 floods, the residential buildings at 9625 Monaco Street were inundated with approximately three feet of standing water. Concentrated flow paths around the property's residential building created turbulent flows downstream undermining and eroding the County's road infrastructure. The flooding on this property and the adjacent roadway prevented access to the adjacent South Adams County Water and Sanitation District wastewater treatment facility. The property was directly affected by the flooding that occurred at this location, the South Adams County Water and Sanitation District's wastewater treatment facility and County road operations were directly impacted by flooding in this location as well. During the 2013 floods, Adams County had to close Monaco/McKay Road from 96th Avenue to 101st Avenue because of flooding, preventing access to homes and businesses. Additionally, long-term flooding at the property had caused the buildings to become uninhabitable, as both an incubator of fungal / mold health hazards and the surrounding property to become home to several noxious weed species. The property had been deemed uninhabitable by the Development Services Division; under the International Building Code. The County seeks to address the immediate blight and public health issues by acquiring the property, removing the buildings, and conducting the appropriate environmental abatement. Due to time constraints, the Grant Agreement was signed on July 31, 2018. The attached resolution allows the County to ratify the Grant Agreement Allocation from CDBG-DR by resolution for the acquisition of the property by any means necessary.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works, County Attorney

ATTACHED DOCUMENTS:

Draft resolution, Grant Agreement

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RATIFYING THE GRANT AGREEMENT ALLOCATION IN THE
AMOUNT OF \$350,000 FROM THE STATE OF COLORADO FOR THE COMMUNITY
DEVELOPMENT BLOCK GRANT – DISASTER RELIEF (CDBG-DR) FUNDS FOR THE
MONACO BLIGHT PROPERTY ACQUISITION

Resolution 2018-

WHEREAS, during the September 2013 floods, the residential buildings at 9625 Monaco Street (“Property”) were inundated with approximately three feet of standing water. Concentrated flow paths around the Property's residential building created turbulent flows downstream undermining and eroding the County's road infrastructure. The flooding on this Property and the adjacent roadway prevented access to the adjacent South Adams County Water and Sanitation District wastewater treatment facility; and,

WHEREAS, the Property was directly affected by the flooding that occurred at this location, the South Adams County Water and Sanitation District's waste water treatment facility and County road operations were directly impacted by flooding in this location as well. During the 2013 floods, Adams County had to close Monaco/McKay Road from 96th Avenue to 101st Avenue because of flooding, preventing access to homes and businesses. Additionally, long-term flooding at the property had caused the buildings to become incubators of fungal / mold health hazards, and the surrounding property to become home to several noxious weed species. The Property had been deemed uninhabitable by the Development Services Division under the International Building Code; and,

WHEREAS, the County seeks to address the immediate blight and public health issues; by acquiring the property, removing the buildings, and conducting the appropriate environmental abatement. More importantly, the long-term outcome desired is mitigation of future flooding that currently would affect the water treatment plant and thereby create an immediate threat to the health and welfare of the surrounding community and downstream neighbors; and,

WHEREAS, by means of the attached Grant Agreement, the State of Colorado, acting by and through the Department of Public Safety, Division of Homeland Security and Emergency Management (“State”) is willing to grant the County \$350,000 of Community Development Block Grant – Disaster Relief (CDBG-DR) funds towards the acquisition of the Property; and,

WHEREAS, the CDBG-DR requires that the attached Grant Agreement be executed prior to award of a Contract for the acquisition of blight property by any means necessary; and,

WHEREAS, the Grant Agreement requires numerous reports and forms to be signed by an individual authorized to obligate the County and then submitted for reimbursement of Project expenses; and,

WHEREAS, the County wishes to delegate signature authority for such periodic reports and forms to the County Manager or a Designee for this Project.

WHEREAS, due to deadline constraints, this agreement was signed on July 31, 2018.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners,

County of Adams, State of Colorado, that the Grant Agreement between the State of Colorado – Department of Public Safety – Division of Homeland Security and Emergency Management and Adams County, Colorado – regarding the Monaco Blight Property Acquisition Project, a copy of which is attached hereto and incorporated herein by this reference, is hereby RATIFIED.

BE IT FURTHER RESOLVED, that the County Manager and Designee are individually authorized to sign the periodic reporting and reimbursement documents on behalf of Adams County.

Routing # CMS# 108929

Subrecipient DUNS#: 764766373

Initial Amount of Federal Funds Obligated by this Action: \$350,000.00

Total Amount of the Federal Award: \$350,000.00

HUD Grant Number: B-13-DS-08-0001

Name of Federal Awarding Agency: HUD

Identification if the Award is for R&D: No

Indirect Cost Rate for the Federal Award: N/A

GRANT AGREEMENT

**Between the
STATE OF COLORADO
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT**

And

ADAMS COUNTY

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1. PARTIES

This Agreement (hereinafter called “Grant”) is entered into by and between Adams County(hereinafter called “Subrecipient”), and the STATE OF COLORADO acting by and through the Department of Public Safety, Division of Homeland Security and Emergency Management (hereinafter called the “State”or “DHSEM”).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). Except as specified in §5.1 of the Subproject Scope of Work/Budget, the State shall not be liable to pay or reimburse Subrecipient for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date or after termination of the Grant.

3. RECITALS**A. Authority, Appropriation and Approval**

Authority to enter into this Grant exists in CRS §24-32-106, funds have been budgeted, appropriated and otherwise made available pursuant to CRS §24-32-106 and a sufficient unencumbered balance remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

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

C. Purpose

The purpose of this Grant is described in **Exhibit B**.

D. References

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

4. DEFINITIONS

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

A. Beneficiary

“Beneficiary” shall have the meaning given in the Subproject Scope of Work/Budget.

B. Budget

“Budget” means the budget for the Project and/or Work described in **Exhibit B** and individual Subproject Scope of Work/Budget.

C. Evaluation

“Evaluation” means the process of examining Subrecipient’s Work and rating it based on criteria established in §6, **Exhibit B** and individual Subproject Scope of Work/Budgets and Project Performance Plans.

D. Exhibits and Other Attachments

The following are attached hereto and incorporated by reference herein:

- i. Exhibit A (Applicable Laws)
- ii. Exhibit B (Overall Statement of Work - Reporting)
- iii. Exhibit C (Supplemental Provisions for Federal Funding Accountability and Transparency Act of 2006 (FFATA))
- iv. Exhibit D (Maximum Income Limits)
- v. Exhibit E (Procedure to Prevent Duplication of Benefits)
- vi. Form 1 (Grant Change Letter)
- vii. Form 2 (Residency Declaration)
- viii. Form 3 (FFATA Data Report Form)
- ix. Attachment A-1(a) SUBPROJECT SCOPE OF WORK/BUDGET
- x. Attachment A-1(b) SUBPROJECT PROJECT PROJECT PERFORMANCE PLAN

E. Federal Funds

“Federal Funds” means the funds provided by the Community Development Block Grant Disaster Recovery Program (CDBG-DR) from the U.S. Department of Housing and Urban Development (HUD) to fund performance of the Work, which may be used to reimburse Pre-award Costs, if authorized in this Grant.

F. Goods

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

G. Grant

“Grant” means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Federal guidance in **Exhibit A**, Colorado State law, Fiscal Rules, and State Controller Policies.

H. Grant Funds

“Grant Funds” means available funds payable by the State to Subrecipient pursuant to this Grant.

I. Party or Parties

“Party” means the State or Subrecipient and “Parties” means both the State and Subrecipient.

J. Pay Request(s)

“Pay Request(s)” means the Subrecipient’s payment request(s) for Work submitted on form(s) provided by the State and including all supporting documentation (including invoices) and as specified in the Subproject Scope of Work/Budget.

K. Personal Property

“Personal Property” means the personal property, if any, which Grant funds are used to acquire or improve.

L. Pre-agreement Costs

“Pre-agreement costs,” when applicable, means the costs incurred on or after the date as specified in the Subproject Scope of Work/Budget, and prior to the Effective Date of this Grant. Such costs shall have been detailed in Subrecipient’s grant application and specifically authorized by the State and incorporated herein pursuant to **Exhibit B** and individual Subproject Scope of Work/Budgets.

M. Project Performance Plan

“Project Performance Plan” means the milestones, performance goals and timelines for a Subproject identified in the Project Performance Plan for such Subproject which is attached to this Grant.

N. Program

“Program” means the CDBG-DR grant program that provides the funding for this Grant.

O. Project

“Project” means the total Work to be performed as described in **Exhibit B** and individual Subproject Scope of Work/Budgets.

P. Review

“Review” means examining Subrecipient’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6, **Exhibit B** and individual Subproject Scope of Work/Budgets and Project Performance Plans.

Q. Services

“Services” means the required services to be performed by Subrecipient pursuant to this Grant.

R. Status Report(s)

“Status Report(s)” means the Subrecipient’s status report(s) on the Work/Subproject submitted on form(s) provided by the State.

S. Subcontractor

“Subcontractor” means third-parties, if any, engaged by Subrecipient to carry out specific vendor related services.

T. Subgrantee

“Subgrantee” means third-parties, if any, engaged by Subrecipient to aid in performance of its obligations. Subgrantee is bound by the same overall programmatic and grant requirements as Subrecipient.

U. Subject Property

“Subject Property” means the real property, if any, which Grant Funds are used to acquire, construct, or clear or demolish existing structures.

V. Subproject

“Subproject” means each subdivision of the Project which is specified on an Attachment pursuant to §1.3 of Exhibit B.

W. Subproject Scope of Work/Budget

“Subproject Scope of Work/Budget” means the scope of work and budget for a Subproject which is attached to this Grant in Attachment A-1(a).

X. Work

“Work” means the tasks and activities Subrecipient is required to perform to fulfill its obligations under this Grant, Exhibit B and individual Subproject Scope of Work/Budgets, including the performance of the Services and delivery of the Goods.

Y. Work Product

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

5. TERM

A. Initial Term – Work Commencement

Unless otherwise permitted in §2 above or §5.1 of the Subproject Scope of Work/Budget in this Grant shall commence on the Effective Date, and funds shall be expended by **March 30, 2019** (the “End Date”), as detailed under the Project Schedule in §5.1 of the Subproject Scope of Work/Budget. If the Work shall be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in §5.1 of the Subproject Scope of Work/Budget. Subprojects shall commence and terminate on the dates specified in the applicable Subproject Scope of Work/Budget(s).

B. Two Month Extension

The State, at its sole discretion upon written notice to Subrecipient as provided in §16, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF PROJECT

A. Completion

Subrecipient shall complete the Work and its other obligations as described herein and in Exhibit B and individual Subproject Scope of Work/Budgets. Except as specified in §5.1 of the Subproject Scope of Work/Budget. The State shall not be liable to compensate Subrecipient for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

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

C. Employees

All persons employed by Subrecipient or Subgrantees shall be considered Subrecipient’s or Subgrantees’ employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO SUBRECIPIENT

The State shall, in accordance with the provisions of this §7, pay Subrecipient in the following amounts, using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Subrecipient by the State is **\$350,000.00** as determined by the State from available funds. Subrecipient agrees to provide any additional funds required for the successful completion of the Work. Payments to Subrecipient are limited to the unpaid obligated balance of the Grant as set forth in individual Subproject Scope of Work/Budgets.

B. Payment**i. Payments**

Any payment allowed under this Grant and in individual Subproject Scope of Work/Budget shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Subrecipient shall initiate any payment request by submitting invoices or reimbursement requests (referred to as “invoices” herein) to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall not pay interest on Subrecipient invoices. The State shall fully pay each invoice within 45 days of receipt thereof if the amount represents performance by Subrecipient previously accepted by the State. The State shall not pay interest on Subrecipient invoices.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State’s current fiscal year. Therefore, Subrecipient’s compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State’s performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State’s liability for such payments shall be limited to the amount remaining of such encumbered funds. If State, federal funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may terminate this Grant in whole or in part to the extent of funding reduction without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State’s sole discretion, payments made to Subrecipient in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Subrecipient, may be recovered from Subrecipient by deduction from subsequent payments under this Grant or other grants or agreements between the State and Subrecipient or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any party other than the State. The closeout of a federal award does not affect the right of HUD or DHSEM to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

v. Recapture. Upon completion of activity for which funds were awarded recipient shall report and certify whether additional funds were received for disaster-related expenses, the amount, and when funds were received. If additional funds were received that are determined to be duplicative, the awarded recipient must repay the State the total amount of additional funds received.

vi. Advance Payments. To maximize the use of Grant Funds, the State shall evaluate Subrecipient’s expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant and Subproject Scope of Work/Budget. DOLA reserves the right to recapture advanced Grant Funds when Subrecipient has not or is not complying with the terms of this Grant and/or the Subproject Scope of Work/Budget.

vii. Repayment. Subrecipient shall conduct, in a satisfactory manner as determined by the State, the Project as set forth in this Grant Agreement. The discretionary right of the State to terminate for convenience under §15(C) notwithstanding, it is expressly understood and agreed by Subrecipient that the State shall have the right to terminate the Grant Agreement and to recapture, and be reimbursed for any payments made by the State (i) that exceed the maximum allowable HUD rate; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

One year after completion of Subproject for which funds were awarded, the recipient must report and certify whether additional funds were received for disaster-related expenses, the amount, and when funds were received. If additional funds were received that are determined to be duplicative, the

recipient must repay the State the total amount of additional funds received.

viii. Retroactive Payments

As specified §5.1 in the Subproject Scope of Work/Budget, the State shall pay Subrecipient for costs or expenses incurred or performance by the Subrecipient prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules and regulations applicable to the Work provide for such retroactive payments to the Subrecipient. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Subrecipient shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs so identified in the Budget. Subrecipient may request budget modifications by submitting a written Grant Change Request to the State. In response to such requests, the State may, in its sole discretion, agree to modify, adjust, and revise the Budget, delivery dates, and the goals and objectives for the Work, and make such other modifications that do not change the total amount of the Budget.

D. Other Funds

The Subrecipient shall provide Other Funds as provided in and individual Subproject Scope of Work/Budgets. The Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. The Subrecipient represents to the State that the amount designated "Other Funds" in and individual Subproject Scope of Work/Budgets has been legally appropriated for the purposes of this Grant by its authorized representatives and paid into its treasury or bank account. The Subrecipient does not by this Grant irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of the Subrecipient. The Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the Local Agency's laws or policies. Subrecipient shall provide Other Funds in accordance with a specific Subproject Scope of Work/Budget.

E. Reimbursement of Subrecipient Costs

The State shall reimburse the Subrecipient's allowable costs, not exceeding the maximum total amount described in Attachment A-1(a) and §7. The State shall reimburse the Subrecipient for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and Exhibit B. However, any costs incurred by the Subrecipient prior to the Effective Date shall not be reimbursed absent specific allowance of Pre-award Costs and indication that the Federal Award funding is retroactive. Allowable costs shall be:

- i. **Reasonable and Necessary.** Reasonable and necessary to accomplish the Work and for the Goods and Services provided.
- ii. **Net Cost.** Actual net cost to the Subrecipient (i.e. the price paid minus any items of value received by the Subrecipient that reduce the cost actually incurred).

F. Close Out

The Subrecipient shall close out this Grant within 90 days after the End Date. Grant close out entails submission to the State by the Subrecipient of all documentation defined in this Grant, and Subrecipient's final reimbursement request. The State can withhold 5% of the allowable costs until all final project documentation has been submitted and accepted by State as substantially complete.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

A. Performance, Progress, Personnel, and Funds

Subrecipient shall submit a report to the State upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder. In addition, Subrecipient shall comply with all reporting requirements, if any, set forth in individual Subproject Scope of Work/Budgets and Project Performance Plans.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Subrecipient's ability to perform its obligations hereunder, Subrecipient shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of the Department of Public Safety.

C. Noncompliance

Subrecipient's failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Grant.

D. Subgrants/Subcontracts

Copies of any and all subgrants and subcontracts entered into by Subrecipient to perform its obligations hereunder shall be submitted to the State or its principal representative. Any and all subgrants and subcontracts entered into by Subrecipient related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants and subcontracts be governed by the laws of the State of Colorado.

E. Performance and Final Status.

Party shall submit, all financial, performance, and other reports to State no later than 90 calendar days after the End Date or sooner termination of this Agreement containing an Evaluation and Review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

F. Violations Reporting

Subrecipient must disclose, in a timely manner, in writing to the State and to the Federal Awarding Agency responsible for issuance of the Federal Award, all violations of Federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Grant. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. SUBRECIPIENT RECORDS

Subrecipient shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Subrecipient shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Subrecipient shall maintain such records (the Record Retention Period) until the last to occur of the following: (i) a period of five years after the State's entire grant is completed, terminated, closed out with HUD, or (ii) for such further period as may be necessary to resolve any pending matters, or (iii) if an audit is occurring, or Subrecipient has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved.

B. Inspection

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

C. Monitoring**i. Subrecipient**

Subrecipient shall permit the State, the federal government (if Grant Funds include Federal Funds), and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Subrecipient pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Subrecipient's performance hereunder.

ii. Subgrantee/Subcontractor

Subrecipient shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Subrecipient and maintained on file.

iii. Final Audit Report

Subrecipient shall provide a copy of its audit report(s) to DHSEM as specified in **Exhibit B**.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Subrecipient shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

Subrecipient shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Subrecipient shall be immediately forwarded to the State's principal representative. Except as otherwise provided in this Grant, Subrecipient shall keep all tenant, patient and offender information confidential.

B. Notification

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

C. Use, Security, and Retention

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

D. Disclosure-Liability

Disclosure of State records or other confidential information by Subrecipient for any reason may be cause for legal action by third parties against Subrecipient, the State or their respective agents. Subrecipient shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against

any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Subrecipient, or its employees, agents, Subgrantees, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Subrecipient shall not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Subrecipient's obligations hereunder. Such a conflict of interest would arise when a Subrecipient's employee, officer or agent, or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or receives a tangible personal benefit from Subrecipient's receipt of the Federal Award and/or entry into this Grant Agreement. Officers, employees and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

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

12. REPRESENTATIONS AND WARRANTIES

Subrecipient makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Subrecipient shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Subrecipient and Subrecipient's Signatory

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

C. Licenses, Permits, Etc.

Subrecipient represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Subrecipient warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Subrecipient performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Subrecipient, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Subrecipient to properly perform the terms of this Grant shall be deemed to be a material breach by Subrecipient and constitute grounds for termination of this Grant.

D. Exclusion, Debarment and/or Suspension

Subrecipient represents and warrants that Subrecipient, or its employees, Subgrantees or authorized Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment,

declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a federal payment program by any federal or State of Colorado department or agency. If Subrecipient, Subgrantee, or any of their respective subcontractors, employees or authorized agents, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Grant, Subrecipient will notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Subrecipient, the State, in its sole discretion, reserves the right to immediately cease contracting with Subrecipient and terminate this Grant without penalty.

13. INSURANCE

Subrecipient and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Subrecipient and the State.

A. Subrecipient

i. Public Entities

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

ii. Non-Public Entities

If Subrecipient is not a "public entity" within the meaning of the GIA, Subrecipient shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

B. Subrecipients and Subgrantees

Subrecipient shall require each Grant with Subgrantees, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Subrecipient and Subgrantee employees acting within the course and scope of their employment.

ii. General Liability

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

iii. Automobile Liability

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

iv. Malpractice/Professional Liability Insurance

This section shall | shall not apply to this Grant.

Subrecipient, Subgrantees and Subcontractors shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, written on an occurrence form that provides coverage for its work undertaken pursuant to this Grant. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Grant and for at least two years beyond the completion and acceptance of the work under this Grant, or, alternatively, a two year extended reporting period must be purchased. The Subrecipient, Subgrantee or Subcontractor shall be

responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Grant, a subcontract or subgrant.

v. Umbrella Liability Insurance

For construction projects exceeding \$10,000,000, Subrecipient, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §13(B)(i)-(iv) above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Subrecipient, Subgrantee and Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

vi. Property Insurance

This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.

Insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called "all risk" form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Properties, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.

vii. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §vi above or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

viii. Builder's Risk Insurance

This subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.

Subrecipient, Subgrantee and/or Subcontractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

- a) The insurance shall include interests of the property owner, Subrecipient, Subgrantee, Subcontractors in the Project as named insureds.
- b) All associated deductibles shall be the responsibility of the Subrecipient, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed \$10,000.
- c) Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Subrecipient's, Subgrantee's and Subcontractor's services and expenses required as a result of such insured loss.
- d) Builders Risk coverage shall include partial use by Subrecipient and/or property owner.

- e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

ix. Pollution Liability Insurance

If Subrecipient and/or its Subgrantee or Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Subrecipient's Subcontractor and/or Subgrantee.

C. Miscellaneous Insurance Provisions

Certificates of Insurance and/or insurance policies required under this Grant shall be subject to the following stipulations and additional requirements:

- i. Deductible.** Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Subrecipient, its Subgrantees or Subcontractors,
- ii. In Force.** If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Subrecipient, its Subgrantee and its Subcontractor shall promptly obtain a new policy.
- iii. Insurer.** All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Subrecipient,
- iv. Additional Insured**
Subrecipient and the State shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).
- v. Primacy of Coverage**
Coverage required of Subrecipient and Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Subrecipient or the State.
- vi. Cancellation**
The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Subrecipient and Subrecipient shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Subrecipient's receipt of such notice.
- vii. Subrogation Waiver**
All insurance policies in any way related to this Grant and secured and maintained by Subrecipient or its Subgrantee, and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

D. Certificates

Subrecipient, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Subrecipient, Subgrantee and Subcontractor shall deliver to the State or Subrecipient certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subgrant or subcontract, Subrecipient, Subgrantee and Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

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

breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Subrecipient, or the appointment of a receiver or similar officer for Subrecipient or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

Except for the remedies listed in §15(E) which do not require a notice and cure period for Subrecipient's breach and may be immediately exercised by the State, if Subrecipient is in breach under any provision of this Grant or if the State terminates this Grant pursuant to §15(B), the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B), if applicable. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

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

i. Obligations and Rights

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

ii. Payments

The State shall reimburse Subrecipient only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Subrecipient was not in breach or that Subrecipient's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

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

Subrecipient shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Subrecipient, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Subrecipient of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Subrecipient shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Grant is terminated by the State pursuant to this §15(B), Subrecipient may be liable for reimbursement to the State for payments made under this Grant agreement.

C. Termination for Convenience

In addition to the Remedies found in §15 of the main Grant agreement, the State may in its sole discretion terminate this Grant at any time the State desires. The State shall effect such termination by giving written notice of termination to the Subrecipient and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contract or under this Contract shall, at the opinion of the State, become its property. In addition to the Remedies listed in §15 of the main Grant agreement, this Grant may be terminated in whole or part as follows:

- i.** By the State with consent of the Subrecipient in which case the Subrecipient and State shall agree upon the termination conditions including the effective date and in the case of partial termination, the portion to be terminated.
- ii.** By the Subrecipient upon written notification to the State, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the States determines that the remaining portion of the Grant will not accomplish the purposes for which the Grant was made, the State may terminate the Grant in its entirety.

D. Untimely Expenditure of Funds

The CDBG-DR appropriation (the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2)) requires that all funds must be fully expended within 24 months of the date HUD obligates the State's allocation. HUD requires that the State implement procedures to determine timely expenditures of Subrecipients. To fulfill this requirement, the State will track performance measures and expenditures as described in the overall Statement of Project, **Exhibit B**, in a specific Subproject Scope of Work/Budget and in the Subproject's Project Performance Plan (collectively, the "**Milestones**"). If, at any time during the term of this Grant, State determines the Project or any individual Subproject is not proceeding timely in accordance with its Milestones, State may elect to take one or more of the following actions, which shall not be deemed a breach of its obligations hereunder:

- i. Technical Assistance.** State may elect to conduct on-site monitoring and work closely with Subrecipient until the Project/Subproject is back on schedule. State shall provide prior written notice to Subrecipient if its elects to conduct on-site monitoring, which shall be conducted during normal business hours and shall not unduly disrupt Subrecipient's business operations.
- ii. Terminate Grant.** The State, at its option, may terminate this entire Grant or such Subproject as to which there has been a failure to properly meet its Milestones. Subrecipient shall continue performance of this Grant to the extent not terminated, if any.

a) Method and Content.

The State shall notify Subrecipient of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

b) Obligations and Rights.

Upon receipt of a termination notice and to the extent specified in such termination notice, Subrecipient shall be subject to and comply with the same obligations set forth in §15(A)(i).

c) Deobligation of Grant Funds; Repayment by Subrecipient of Received Funds.

If this Grant is terminated by the State pursuant to this §15(D)(ii), State shall de-obligate any remaining unexpended Grant Funds for the Project and/or Subproject, as applicable, and shall provide notice to Subrecipient that such Project and/or Subproject has failed to meet its Milestones and the corresponding HUD timeliness requirements and that as a result, Subrecipient is required to immediately return to the State any previously received Grant Funds for the Project and/or Subproject.

E. Remedies Not Involving Termination

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

i. Suspend Performance

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

ii. Withhold Payment

Withhold payment to Subrecipient until corrections in Subrecipient's performance are satisfactorily made and completed.

iii. Deny Payment

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

iv. Removal

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

v. Intellectual Property

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

16. NOTICES and REPRESENTATIVES

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

A. State:

Esther Son, Grants and Contracts Manager
Department of Public Safety, Division of Homeland Security and Emergency Management
9195 E. Mineral Ave, Suite 200
Centennial, CO 80112
Esther.son@state.co.us

B. Subrecipient:

Ray Gonzales, County Manager
Adams County
4430 S. Adams County Parkway
Brighton, Co 80601
rgonzales@adcogov.org

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

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

18. GOVERNMENTAL IMMUNITY

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

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Subrecipient under this Grant is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 applies.

Subrecipient agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Subrecipient's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Subrecipient's performance shall be part of the normal Grant administration process and Subrecipient's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Subrecipient's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Subrecipient's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Subrecipient shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

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

20. RESTRICTION ON PUBLIC BENEFITS

An individual Subproject Scope of Work/Budget shall specify if a Residency Declaration is required.

Subrecipient must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

A. Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue's Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.

B. Execute an affidavit herein attached as **Form 2**, Residency Declaration, stating

i. That he or she is a United States citizen or legal permanent resident; or

ii. That he or she is otherwise lawfully present in the United States pursuant to federal law.

Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration attached hereto as **Form 2**, Residency Declaration and any provision of federal law, the provisions of federal law shall prevail.

21. GENERAL PROVISIONS

A. Assignment and Subgrants

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

B. Binding Effect

Except as otherwise provided in §21(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

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

D. Counterparts

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

E. Entire Understanding

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

F. Indemnification-General

Subrecipient shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Subrecipient, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

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

H. List of Selected Applicable Laws

Subrecipient at all times during the performance of this Grant shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A, Applicable Laws**. Subrecipient also shall require compliance with such laws and regulations by Subgrantees under subgrants permitted by this Grant.

I. Use Covenants, Deed Restrictions and Conservation Easements

An individual Subproject Scope of Work/Budget shall specify if a Use Covenant, Deed Restriction or Conservation Easement is required.

For Subject Property that is owned by Subrecipient upon execution of this Grant, Subrecipient shall record a Use Covenant, in the form provided by the State, with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Subrecipient using Grant Funds, Subrecipient shall record a Use Covenant, in the form provided by the State, with the county in which the property resides as soon as reasonably practicable after acquisition of such property. For Subject Property acquired by Subrecipient using Grant Funds for flood mitigation, Subrecipient shall record a Deed Restriction and/or Conservation Easement, in the forms provided by the State, with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

J. Modification**i. By the Parties**

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

ii. By Operation of Law

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

iii. Grant Change Letter

The State may increase or decrease Grant Funds available under this Grant using a **Form 1, Grant Change Letter**. The provisions of the Grant Change Letter shall become part of and be incorporated into this Grant agreement. The Grant Change Letter is not valid until it has been approved by the State Controller or designee.

K. Order of Precedence

The provisions of this Grant shall govern the relationship of the State and Subrecipient. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Subrecipient, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Exhibit C (Supplemental Provisions for Federal Funding Accountability and Transparency Act)
- ii. Colorado Special Provisions
- iii. The provisions of the main body of this Grant (excluding the cover page)
- iv. Exhibit E (Procedure to Prevent Duplication of Benefits)
- v. Exhibit B (Overall Statement of Project)
- vi. Attachment A-1(a) - Subproject Scope of Work/Budget
- vii. Attachment A-1(b) - Subproject Project Performance Plan
- viii. Exhibit A (Applicable Laws)
- ix. Any executed Option Letter
- x. Exhibit D (Maximum Income Limits)
- xi. Any document incorporated by reference which is not included in any item listed in (i) through (xi) above

L. Severability

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

M. Survival of Certain Grant Terms

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

N. Taxes

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

O. Third Party Beneficiaries

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

P. Waiver

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

Q. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

22. COLORADO SPECIAL PROVISIONS

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. INDEPENDENT CONTRACTOR.

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

insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW.

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

G. BINDING ARBITRATION PROHIBITED.

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

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

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

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

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

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

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

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

[Not Applicable to Agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services] Subrecipient certifies, warrants, and agrees that it does not knowingly employ or Grant with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Subrecipient shall not knowingly employ or Grant with an illegal alien to perform work under this Grant or enter into a Grant with a Subgrantee that fails to certify to Subrecipient that the Subgrantee shall not knowingly employ or Grant with an illegal alien to perform work under this Grant. Subrecipient (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the Granting State agency within three days if Subrecipient has actual knowledge that a Subgrantee is employing or Granting with an illegal alien for work under this Grant, (c) shall terminate the subGrant if a Subgrantee does not stop employing or Granting with the illegal alien within three days of

receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Subrecipient participates in the State program, Subrecipient shall deliver to the Granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Subrecipient has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Subrecipient fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the Granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Subrecipient shall be liable for damages.

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

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

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

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

**SUBRECIPIENT
ADAMS COUNTY**

By: _____

Title: Chair

**STATE OF COLORADO
John Hickenlooper, GOVERNOR
Department of Public Safety,
Division of Homeland Security and Emergency
Management
Kevin R. Klein, Director**

By: Kevin R. Klein, Director

<p style="text-align: center;">*Signature</p> <p>Date: <u>Mary Hodges</u></p>	<p>Date: _____</p>
	<p style="text-align: center;">LEGAL REVIEW Cynthia H. Coffman, Attorney General</p> <p>By: _____ Signature – Attorney General</p> <p>Date: _____</p>

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

<p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Colorado Department of Public Safety, Ezra Michaels, Office of Preparedness Director</p> <p>Date: _____</p>
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APPROVED AS TO FORM
COUNTY ATTORNEY
W. Best

EXHIBIT A – APPLICABLE LAWS

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. Housing and Community Development Act of 1974, Pub L, No. 93-383, as amended.
2. 24 CFR Part 570, Community Development Block Grants.
3. State of Colorado Community Development Block Grant (CDBG) Guidebook, available on DOLA's website.
4. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub L, No 93-288, as amended.
5. 24 CFR Parts 0-91 Housing and Urban Development.
6. 24 CFR Subtitle B, Chapter I – XXV, HUD.
7. 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities.
8. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
9. CRS §29-1-601 et seq., Local Government Audit Law.
10. CRS §24-32-106 – Powers of the director provision.
11. 16 USC §469 et seq., Historic Preservation
12. 2 USC Chapter 26, Disclosure of Lobbying Activities.
13. 5 USC §552a, Public Information; agency rules, opinions, order, records and proceedings (Privacy Act 1974).
14. 8 USC §1101-1646, Immigration and Nationality.
15. 12 USC §§1701- 1701z-15, National Housing Act.
16. 15 USC Chapter 49, Fire Prevention and Control.
17. 16 USC Chapters 1-92, Conservation.
18. 16 USC §469 et seq., Historic Preservation
19. 16 USC §1531 et seq., Endangered Species
20. 16 USC §1271 et seq., Wild and Scenic Rivers
21. 20 USC Chapter 38, Discrimination Based on Sex or Blindness (Title IX, as amended, Education Amendment of 1972).
22. 29 USC Chapter 8, §§201, 206, et seq., as amended, Labor.
23. 29 USC Chapter 14 Age Discrimination in Employment.
24. 29 USC Chapter 16, §§793-794, et seq., as amended, Vocational Rehabilitation and Other Rehabilitation Services.
25. 31 USC Subtitles I – VI, Money and Finance.
26. 40 USC Subtitle I, Federal Property and Administrative Services.
27. 40 USC Subtitle II, Public Buildings and Works.
28. 40 USC §§ 3141 – 3148, Wage Rate Requirements (Davis Bacon).
29. 40 USC §§ 3701 – 3708, Contract Work Hours and Safety Standards Act.
30. 40 CFR Parts 1500-1508, Council on Environmental Quality (Regulations Implementing NEPA).
31. 41 CFR Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
32. 41 USC § 6502, et seq., Walsh-Healey Public Contracts Act.
33. 41 USC Chapter 81, Drug Free Workplace.
34. 42 USC Chapter 6A, Public Health Service.
35. 42 USC Chapter 21, Civil Rights.
36. 42 USC Chapter 45 Fair Housing.
37. 42 USC Chapter 50, National Flood Insurance.
38. 42 USC Chapter 55, National Environmental Policy.
39. 42 USC Chapter 63, Lead-Based Paint Poisoning Prevention.
40. 42 USC Chapter 69, Community Development.
41. 42 USC Chapter 76, Age Discrimination in Federally Assisted Programs.
42. 42 USC Chapter 85, Air Pollution Prevention and Control.
43. 42 USC Chapter 89, Congregate Housing Services.

44. 42 USC Chapter 126, Equal Opportunity for Individuals with Disabilities.
45. 42 USC Chapter 130, National Affordable Housing.
46. 42 USC §§300f – 300j-26, Safe Drinking Water
47. 49 CFR Part 24, as amended, Uniform Relocation Assistance and Real Property for Federal and Federally Assisted Programs.
48. CRS §24-34-301, et seq., Colorado Civil Rights Division.
49. CRS §24-34-501, et seq. Housing Practices.
50. CRS §24-75-601 et seq., Legal Investment of Public Funds.
51. Executive Order 11063, HUD Equal Opportunity in Housing, as amended by Executive Order 12259, Leadership and Coordination of Fair Housing in Federal Programs.
52. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
53. Executive Order 11988, Floodplain Management.
54. Executive Order 11990, Protection of Wetlands
55. Public Law 110-289, Housing and Economic Recovery Act of 2008.
56. Public Law 111-203, Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.
57. Compliance with all applicable standards, orders, or requirements issued pursuant to section 508 of the Clean Water Act (33 USC §1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applicable to contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
58. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8068, March 11, 1988, as amended at 60 FR 19639, Apr. 19, 1995].
59. Federal Emergency Management Agency, Department of Homeland Security Regulations: All Applicable Portions of 44 CFR.
60. Privacy Act of 1974, 5 U.S.C. § 5529(a) and Regulations adopted thereunder (44 CFR 6)
61. Buy American Act, 41 U.S.C. 10a et seq
62. Colorado CDBG-DR Administrative Manual.

Supplemental Provisions for Federal Awards

Subject to

2 CFR, 200, The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”),

Federal Register, Vol. 78, No. 248, 78590

The Grant agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal Funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the Grant agreement or any attachments or exhibits incorporated into and made a part of the Grant agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. “Award” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38

1.2. “Federal Award” means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

1.3. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient. 2 CFR §200.37

1.4. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

1.5. “Grant” or “Grant Agreement” means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.

1.6. “OMB” means the Executive Office of the President, Office of Management and Budget.

1.7. “Grantee” means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86

1.8. “State” means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.

1.9. “Subrecipient” means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.

1.10. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance

flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

1.11. “Uniform Guidance Supplemental Provisions” means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.

2. Compliance. Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. Procurement Standards.

3.1 Procurement Procedures. Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

3.2 Procurement of Recovered Materials. If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4. Access to Records. Subrecipient shall permit Recipient and auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

5. Single Audit Requirements. If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient’s fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

5.1 Election. Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program’s statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

5.2 Exemption. If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

5.3 Subrecipient Compliance Responsibility. Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

6. Contract Provisions for Subrecipient Contracts. Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

6.1 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

- 6.2 Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 6.3 Rights to Inventions Made Under a Contract or Agreement.** If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 6.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 6.5 Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise

excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

6.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal Funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

7. Certifications. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

8. Event of Default. Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

9. Effective Date. The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

10. Performance Measurement

The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

EXHIBIT B – OVERALL STATEMENT OF WORK - REPORTING**I. GENERAL DESCRIPTION OF THE PROJECT(S).**

- 1.1 **Purpose.** On September 14, 2013, President Barack Obama signed FEMA-DR-4145-CO; subsequent amendments to date have declared 18 counties as a Presidential Disaster Area: Adams, Arapahoe, Boulder, Clear Creek, Crowley, Denver, El Paso, Fremont, Gilpin, Jefferson, Lake, Larimer, Lincoln, Logan, Morgan, Sedgwick, Washington, and Weld. On December 16, 2013, the U.S. Department of Housing and Urban Development (“**HUD**”) published a notice in the Federal Register at Fed. Reg. 76,154 – 76,160 (December 16, 2013), which allocates Community Development Block Grant-Disaster Recovery (“**CDBG-DR**”) funds to the State of Colorado (the “**Colorado Notice**”). Boulder, Larimer, and Weld counties have been designated as the “most impacted and distressed” counties in the Colorado Notice, and 80% of the CDBG-DR allocation provided under the Colorado Notice must address unmet needs within these three counties. As a requirement of funding, in cooperation with impacted communities, DOLA developed and HUD approved an action plan (the “**Initial Action Plan**”), which assessed the short term and long term housing, infrastructure, and economic needs in the flood-impacted areas, and developed a strategy for addressing the needs. The Initial Action Plan shall be amended as necessary and available on DOLA’s website (collectively, the “**Action Plan**”). This Project implements an element of the infrastructure component of the Action Plan for authorized disaster recovery activities (collectively, “**Authorized Activities**”). Additional requirements for Authorized Activities are published in notices in the Federal Register at Fed. Reg 14,329-14,349 (March 5, 2013) (the “**March Notice**”) and Fed. Reg. 23,578-23,581 (April 19, 2013) (the “**April Notice**”). The Colorado Notice, March Notice and April Notice are collectively, the “**Notices**”.
- 1.2 **Overall Project Description.** CDBG-DR funding will be used to purchase the property at 9625 Monaco Street, Hederson, CO, remove a residence deemed uninhabitable and other structures at the location, cut and cap the utilities at the road, restore the floodplain, and prevent future development in the floodplain.
- 1.3 **Subproject Description.** Each Subproject shall include a Subproject Scope of Work/Budget, a Project Performance Plan, and (if required) Use Covenant/Deed Restriction/Conservation Easement (all as defined in §2 of this Exhibit). Initially, the following Subprojects are attached and incorporated herein:
- 1.3.1. Subprojects (Attachment A-1(a)(b))
- 1.3.1.1 Subproject Scope of Work/Budget (Attachment A-1(a))
- 1.3.1.2 Subproject Project Performance Plan (Attachment A-1(b))
- 1.4 **Responsibilities.** Subrecipient shall be responsible for the completion of the Project, administration of this Grant, and to provide required documentation to the State as specified herein.
- 1.5 **Service Area.** The performance of the Services for this Grant shall be located in Adams County, City of Henderson. Latitude, 39° 52.271 N, Longitude, -104° 54.721 W. (“**Service Area**”).

2. DEFINITIONS

- 2.1 **Beneficiary.** “Beneficiary” is specified on the Subproject Scope of Work/Budget.
- 2.2 **CDBG Guidebook.** “CDBG Guidebook” means the DOLA CDBG Guidebook. It is updated periodically and available on DOLA’s website. The more stringent of local, state, or federal guidance, rules, regulations, or law shall be determinative for this Grant.

- 2.3 **Conservation Easement.** “Conservation Easement” means the conservation easement that limits use of and lists requirements for the real property in a Subproject which may be attached. Conservation Easements only apply if they are attached to this Grant.
- 2.4 **Cost Savings.** “Cost Savings” means the Subproject budget amount less the amount expended to complete the Subproject Work. Cost Savings are determined at the time the Subproject Work is completed and the final payment request is submitted by the Subrecipient to the State. Cost Savings do not result in payment by the State to Subrecipient above actual expenditures beyond the required ratio, but de-obligates unexpended Grant Funds. State shall provide written notice to Subrecipient verifying any Cost Savings.
- 2.5 **Deed Restriction.** “Deed Restriction” means the deed restriction that limits uses of the real property in a Subproject which may be attached. Deed Restrictions only apply if they are attached to this Grant.
- 2.6 **HUD.** “HUD” is the U.S. Department of Housing and Urban Development.
- 2.7 **Low- and Moderate- Income Persons.** “Low- and Moderate- Income Persons” are specified on the Subproject Scope of Work/Budget.
- 2.8 **National Objective.** “National Objective” means those objectives approved by HUD and listed in the Subproject Scope of Work/Budget.
- 2.9 **CDPS.** “CDPS” means the Colorado Department of Public Safety located at 700 Kipling Avenue, Denver, CO 80215.
- 2.10 **DHSEM.** “DHSEM” means the Division of Homeland Security and Emergency Management located at 9195 E. Mineral Ave., Ste. 200, Centennial, CO 80112.
- 2.11 **Other Funds.** “Other Funds” means funding provided by other federal, state, local or private sources for the Project. Other Funds are good faith estimates and do not include Grant Funds.
- 2.12 **Pre-agreement Costs.** “Pre-agreement Costs” are those costs specifically authorized as pre-agreement costs by DHSEM which are specifically authorized by the Federal Funding source.
- 2.13 **Program Income.** “Program Income” shall have the meaning given at §VI.17.a. of the March Notice.
- 2.14 **Substantial Completion.** “Substantial Completion” for each Subproject shall have the meaning given for each Subproject in its associated Subproject Scope of Work/Budget and Project Performance Plan.
- 2.15 **Use Covenant.** “Use Covenant” means the use covenant that limits uses of the real property in a Subproject which may be attached. Use Covenants only apply if they are attached to this Grant.

3. FUNDING

Funding for individual Subprojects shall be stated in the Subproject Scope of Work/Budget for such Subproject.

4. PAYMENT

Payments shall be made in accordance with this section, the provisions set forth in §7 of the Grant Agreement and in accordance with the applicable Subproject Scope of Work/Budget. Subrecipient’s requests for funds from this Grant shall be for the reimbursement of actual Eligible Expenses (as defined in the Subproject Scope of Work/Budget).

- 4.1 **Payment Schedule.** Grant Funds shall be disbursed as specified in the Subproject Scope of Work/Budget. Excess funds shall be returned to DHSEM. Each Subproject Scope of Work/Budget shall specify the payment schedule for such Subproject.
- 4.2 **Remittance Address.** If mailed, payments shall be remitted to the following address unless changed in accordance with §16 of the Grant Agreement:

Adams County
4430 South Adams County Parkway
Brighton, CO 80601

- 4.3 **Interest.** If advance payments are authorized, Subrecipient or Subgrantee may keep interest earned from all Federal Funds received by Subrecipient or Subgrantee up to \$100 per year (calculated on Subrecipient's fiscal year) for administrative expenses. All interest earned in excess of \$100 shall be remitted to DHSEM.

5. ADMINISTRATIVE REQUIREMENTS

These funds will be administered by Subrecipient, in accordance with the requirements of this Grant, the Action Plan, and the Subproject Scope of Work/Budgets and Project Performance Plans. Subrecipient shall comply with the administration requirements set forth in the most recent State Community Development Block Grant ("CDBG") Guidebook, or such requirements as may be subsequently amended by the State, which shall be available on DOLA's website at www.colorado.gov/dola.

- 5.1 **Accounting.** Subrecipient shall maintain properly segregated accounts of Grant Funds, and Other Funds associated with the Project and make those records available to the State upon request. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the Subproject Scope of Work/Budgets which are attached.
- 5.2 **Prevention and Detection of Waste, Fraud, and Abuse.** Subrecipient shall certify that all reported information submitted to State is complete and accurate. Subrecipient shall work with State staff to review project budgets, financial projections and other supporting documents to ensure that Grant Funds are responsibly expended and are used on projects that are necessary and feasible. Subrecipient shall allow State, or State's authorized agent, full on-site monitoring including site visits and inspections (if applicable), file review and administrative review to ensure compliance with requirements, no duplication of benefits occurred, that any long-term affordability requirements are met and all payments disbursed are eligible and reasonable. Subrecipient warrants that it has adequate procedures to detect fraud, waste and/ or abuse in its programs and/or expenditures. If Subrecipient suspects or has knowledge of any waste, fraud and/or abuse of Grant Funds, Subrecipient shall immediately provide written notice to State of such waste, fraud and/or abuse and Subrecipient shall be liable to the State to repay/reimburse State for any waste, fraud and/or abuse of Grant Funds.
- 5.3 **Monitoring.** The State shall monitor this Grant in accordance with this Exhibit and the applicable Subproject Scope of Work/Budget and §9(B) and §9(C) of the Grant Agreement. Final evaluation of the Subproject will be accomplished when DOLA and/or DHSEM approves the Subproject Completion Report for the applicable Subproject.
- 5.4 **Procurement Standards.** Selection of subcontractors and purchase of materials to accomplish a Subproject shall follow appropriate procurement standards as outlined in DOLA's CDBG Guidebook, Financial Management Section (which is available on DOLA's website). If the standards in the CDBG Guidebook conflict with this Grant, the provisions of this Grant shall prevail. Procurement documentation shall be submitted to CDPS at the time of occurrence.
- 5.5 **Environmental Requirements.** Subrecipient shall comply with all HUD and other federal environmental requirements and shall not obligate Grant Funds prior to compliance with all federal environmental requirements in 24 CFR Part 58 and receipt of the written release of funds from the State.
- 5.6 **The Federal Funding Accountability and Transparency Act of 2006 as Amended 10/15/2010 (FFATA).** The Subrecipient and Subgrantee shall comply with all the requirements of the Federal Funding Accountability and Transparency Act in accordance with the provisions set forth in **Exhibit C**. Subrecipient shall complete the FFATA Data Report Form on Form 2 and submit it to the DHSEM's Controller prior to execution of this Grant by the State Controller.

- 5.7 **Program Income.** For the purpose of these Grant Funds, Program Income is defined at §VI.17.a. of the March Notice. This Project is not anticipated to generate Program Income; however, if it does, Subrecipient shall return such Program Income to DHSEM on a calendar quarterly basis within 20 days of the end of such quarter. Subrecipient shall track and account for all Program Income in accordance with the requirements in the CDBG-DR Program Income Guidelines (available on DOLA's website).
- 5.8 **Recapture.** Upon completion of activity for which funds were awarded recipient shall report and certify whether additional funds were received for disaster-related expenses, the amount, and when funds were received. If additional funds were received that are determined to be duplicative, the awarded recipient must repay the State the total amount of additional funds received.
- 5.9 **Advance Payments.** To maximize the use of Grant Funds, the State shall evaluate Subrecipient's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant and Subproject Scope of Work/Budget. DOLA reserves the right to recapture advanced Grant Funds when Subrecipient has not or is not complying with the terms of this Grant and/or the Subproject Scope of Work/Budget.
- 5.10 **Repayment.** Subrecipient shall conduct, in a satisfactory manner as determined by the State, the Project as set forth in this Grant Agreement. The discretionary right of the State to terminate for convenience under §15(C) notwithstanding, it is expressly understood and agreed by Subrecipient that the State shall have the right to terminate the Grant Agreement and to recapture, and be reimbursed for any payments made by the State (i) that exceed the maximum allowable HUD rate; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

One year after completion of Subproject for which funds were awarded, the recipient must report and certify whether additional funds were received for disaster-related expenses, the amount, and when funds were received. If additional funds were received that are determined to be duplicative, the recipient must repay the State the total amount of additional funds received.

6. CONSTRUCTION STANDARDS

For all rehabilitation, reconstruction, new construction and clearance of or demolition of existing structures, Subrecipient shall or shall cause such projects to meet the construction standards outlined in the Action Plan, which is available on DOLA's website, and the following requirements:

- 6.1 **Plans & Specifications.** Construction plans and specifications (the "Plans") shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Subrecipient. All Plans must be stamped by a licensed professional civil engineer in the State of Colorado.
- 6.2 **Standards.** Subrecipient, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.
- 6.3 **Bidding.** Subrecipient shall provide to DHSEM all necessary forms relating to bidding and construction funded by CDBG-DR funds as outlined in the CDBG Guidebook.
- 6.4 **License, permits, etc.** Subrecipient shall ensure that Beneficiaries and their subcontractors (if required to register to do business in the State of Colorado and if performing services in the State of Colorado) comply with §12(c) of the Grant Agreement.

- 6.5 **Oversight.** Construction Work must be built to the approved Plans. A professional engineer shall have responsible charge of the Work for quality and safety.

EXHIBIT C – SUPPLEMENTAL PROVISIONS FOR FFATA

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

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

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. **“Award”** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

- 1.1.1. Grants;
- 1.1.2. Contracts;
- 1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.4. Loans;
- 1.1.5. Loan Guarantees;
- 1.1.6. Subsidies;
- 1.1.7. Insurance;
- 1.1.8. Food commodities;
- 1.1.9. Direct appropriations;
- 1.1.10. Assessed and voluntary contributions; and
- 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal Funds by non-Federal Entities.

Award *does not* include:

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

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

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

shall continue to be subject to the reporting requirements.

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

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

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

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

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

8. Exemptions.

8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3. Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4. There are no Transparency Act reporting requirements for Vendors.

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

EXHIBIT D – MAXIMUM INCOME LIMITS

This section shall | shall not apply to this Grant.

EXHIBIT E - PROCEDURE TO PREVENT DUPLICATION OF BENEFITS

For activities carried out by Subrecipient, the designated administrator of the activity will be contractually required to complete this procedure and submit documentation for review before the responsible State agency will release payment.

1. PROCEDURE

- a. Prior to assistance
 - i. Identify total need
 1. Determine the specific purpose for the CDBG-DR request
 2. Total need will be determined by project type (e.g. homeowner rehabilitation cost estimate, infrastructure reconstruction cost estimate). The total need must be documented.
 3. All costs included in total need must be reasonable and necessary.
 - ii. Identify all other potentially duplicative sources of funding received and reasonably anticipated
 1. For individuals as well as entities, the application for assistance will require documentation for all sources of funding received or reasonably anticipated, and certification that all assistance is reported.
 2. 3rd party verify when possible (FEMA, SBA)
 - iii. Determine which funding sources to include in and exclude from unmet need calculation (based upon guidance in Fed. Reg. 71,060 – 71,066 (November 16, 2011)) and deduct assistance determined to be duplicative
 - iv. Apply program cap, if applicable
 - v. Arrive at maximum award
 - vi. Execute grant/loan agreement with recipient, including provision that all additional funds received will be reported to the State or Subrecipient program administrator within 15 calendar days. If the additional funds are determined to be duplicative, the award will be reduced and/or the recipient will be required to repay any disbursed duplicative benefit.
- b. Upon completion of activity for which funds were awarded
 - i. Require recipient to report and certify whether additional funds were received for disaster-related expenses, the amount, and when funds were received. If additional funds were received that are determined to be duplicative, require repayment.
- c. One year after completion of activity for which funds were awarded
 - i. Require recipient to report and certify whether additional funds were received for disaster-related expenses, the amount, and when funds were received. If additional funds were received that are determined to be duplicative, require repayment.

2. RESPONSIBLE PERSONNEL

- a. Colorado Department of Public Safety, Division of Homeland Security and Emergency Management
 - i. Activities carried out through Subrecipients
 - ii. CDBG-DR Program Manager – contract review and oversight
- b. The Department of Local Affairs, Executive Director's Office
 - i. CDBG-DR Program Manager – overall program management
 - ii. Accounting and Financial Services – fiscal control
 - iii. Communications

- c. Activities carried out through Subrecipient
 - i. **Subrecipient program administrator – initial calculation and follow-up**
 - ii. Contract managers – review Subrecipient submitted calculations and documentation and monitor for compliance

The applicant, Adams County, certifies acceptance of responsibility to adhere to the Procedure for the Prevention of Duplication of Benefits, and assumes responsibility for adherence by any and all Subcontractors or Subrecipients to the program.

Mary Hodge
Signature, Chief Elected Official/Executive Director/President

7/31/18
Date

By: Mary Hodge, Chair

Title: Chair

APPROVED AS TO FORM
COUNTY ATTORNEY
[Signature]

FORM 1 – GRANT CHANGE LETTER

GRANT CHANGE LETTER
NUMBER "SAMPLE ONLY"

To The
AGREEMENT

Between the

STATE OF COLORADO
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

And

INSERT GRANTEE NAME

Date:	Original Contract #:	Original Contract CMS #	CMS Routing #
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In accordance with Section _____ of the Original Grant Agreement between the State of Colorado, acting by and through the Department of Public Safety, Division of Homeland Security and Emergency Management, and Contractor's Name beginning Insert start date and ending on Insert ending date, the provisions of the Contract and any amendments thereto affected by this Grant Award Letter are modified as follows:

- 1) **Project Description.** Subrecipient shall perform the activities listed in Subrecipient's Application dated _____, which is incorporated by reference herein in accordance with the provisions of the Original Contract.

Budget

Subproject Activities	Total Cost	Grant Funds	1 st Obligation	2 nd Obligation	Other Funds	Other Funds Source
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Total

- 2) **Price/Cost.** The maximum amount payable by the State for performance of this Grant Agreement is \$ _____.
- 3) **Performance Period.** Subrecipient shall complete its obligations under this Grant Agreement on or before _____.
- 4) **Effective Date.** The effective date hereof is upon approval of the State Controller or _____, whichever is later.

5) **Additional Requirements.** None

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
Division of Homeland Security and Emergency
Management

By: _____
Kevin Klein, Director

Date: _____

ALL GRANTS REQUIRE APPROVAL BY
THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____ **"SAMPLE ONLY"** _____
Department of Public Safety

Date: _____

FORM 2 - RESIDENCY DECLARATION

This section shall | shall not apply to this Grant.

In order to be eligible to receive the assistance you seek, you, as an applicant must be lawfully within the United States. Please read this Declaration carefully. Please feel free to consult with an immigration lawyer or other expert of your choosing.

I, _____, swear or affirm under penalty of perjury that (check one):

- I am a United States citizen, or
- I am a non-citizen national of the United States, or
- I have an immigration status that makes me a "qualified alien".

I hereby agree to provide any documentation which may be required pursuant to Federal law, Interim Guidelines published by the United States Department of Justice (62 FR 61344) or, if applicable, Colorado laws and regulations, if the Colorado laws are not inconsistent with Federal law.

I acknowledge that making a false, fictitious, or fraudulent statement or representation in this Declaration is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statutes §18-8-503 and shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Name (please print)

Signature

Date

**FORM 3 - FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARANCY ACT (FFATA) DATA
REPORT FORM**

Reporting is required for initial awards of \$25,000 or more or award modifications that result in a total award of \$25,000 or more.

Information Field. (Refer to the definitions under Section 1 of this Exhibit)	Response
1. Agency or Jurisdiction DUNS Number:	
2. Subrecipient Name Receiving Award:	
3. Subrecipient Parent DUNS Number: (Report if different from subrecipient number)	
4. Location of Entity Receiving Award: (Full street address)	
5. Primary Location of Performance of the Award: (City, State and Congressional District)	
Answer True or False	
6. In the preceding fiscal year, Contractor received:	
a. \$25,000,000 or more in annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	
b. 80% or more of its annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	
c. The public does not have access to information about the compensation of its five most highly compensated Executives through periodic reports filed through the Securities Exchange Act of 1934 or the IRS.	

An answer to question 7 is required ONLY when all answers to questions 6 are true.

7. Names and total compensation of the five (5) most highly compensated Executives for the preceding fiscal year.

Name (Print)	Compensation Amount
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Certification: By signing below, I certify the information contained in this report is complete and accurate to the best of my knowledge.

_____ Name & Title of Authorizing Official

_____ Signature

_____ Date

ATTACHMENT A-1(a) - SUBPROJECT SCOPE OF WORK/BUDGET

1. DESCRIPTION OF THE SUBPROJECT

- 1.1. **Subproject Description.** These funds will be used to purchase a property at 9625 Monaco Street, Henderson, Co which was significantly impacted in the 2013 Flood.
- 1.2. **Responsibilities.** This subsection is, or is not applicable.
- 1.2.1. **Subgrantee.** Subrecipient has entered into an agreement with _____ ("**Subgrantee**"), for the administration of the Subproject. When applicable, the terms and provisions of this Grant pertain to Subgrantee, whether Subgrantee is specifically mentioned or not. Subrecipient is not released from its obligations under this Grant even if it has contracted out the administration of the Subproject.
- 1.2.2. **Approval of Subgrantee's Agreement.** Subrecipient shall submit its agreement with Subgrantee to DHSEM and obtain DHSEM's approval of such agreement prior to disbursement of Grant Funds. Subgrantee's agreement shall clearly delineate contractual responsibilities of the Subrecipient and Subgrantee and contain a provision preventing transfer, assignment, or further subcontracting of its agreement without prior written approval of DHSEM.
- 1.3. **Program Income.** This Subproject shall shall not generate Program Income.
- 1.4. **Term-Work Commencement.** The Parties respective performances for this Subproject shall commence on the Effective Date and terminate March 30, 2019 unless sooner terminated or further extended as specified elsewhere herein.

2. DEFINITIONS

- 2.1. **Advance Payment.** "Advance Payment" means the use of Grant Funds to pay for Work that has been completed and invoiced to DHSEM for such Work, but Subrecipient has not paid such invoices.
- 2.2. **Application.** "Application" means application completed by the Subrecipient on the prescribed form, including proper attachments and documents required thereunder, for approval of this Subproject.
- 2.3. **Beneficiary.** "Beneficiary" for this Subproject is:
 The persons and/or households who are the end users that benefit from this Subproject which is funded with Grant Funds.
 The area that benefits from this Subproject which is funded with Grant Funds.
- 2.4. **Business Day.** "Business Day" means a day during which the State is open for business, excluding weekends and legal public holidays.
- 2.5. **Cumulative Basis.** "Cumulative Basis" means a cumulative or increasing accumulation of additional expenses within a specific Subproject Budget Line Item starting with the initial amount approved in §4.2, Subproject Budget as of the term commencement date for this Subproject. Such starting point will reset with an amendment to this Grant approved by the DHSEM Controller changing the Subproject Budget Line Item amount or the Subproject Budget Line Item has been amended through an approved True-up Budget Proposal.
- 2.6. **Eligible Expenses.** "Eligible Expenses" are the costs of performing approved and eligible Subproject activities pursuant to this Subproject Scope of Work/Budget. Such Eligible Expenses

are specified in the Action Plan and must comply with all CDBG-DR requirements, State Fiscal Rules, this Subproject Scope of Work/Budget and the Grant Agreement.

- 2.7. **Low- and Moderate- Income Persons.** This subsection is, or is not applicable.

“Low- and Moderate- Income Persons” for this Subproject are (check all that apply):

Those persons who are members of families whose incomes are at or below 80% of area median income as set forth in Exhibit D, as may be amended by HUD and which shall be posted by HUD on its website, or

51% of the persons who reside in areas that have been determined by HUD, based upon the current tile American Community Survey based on 2006-2010 data, to be at or below 80% of area median income areas, as further specified in the National Objective in §3.2 below, or

Those persons belonging to clientele groups (as such term is defined by HUD) who are presumed by HUD to be at or below 80% of area median income, as further specified in the National Objective in §3.2 below, or

Those persons who are members of families whose incomes are at or below 80% of area median income as determined by utilizing an income survey methodology approved by HUD.

- 2.8. **Lump Sum Budgeting.** “Lump Sum Budgeting” means a very general, nonspecific budget for a multi-component project that leaves all discretion with the recipient of the grant for use of grant funds. For purposes of this definition, “component” means a distinct period or stage in a sequence of events to complete a project. For example, a multi-component construction project *not* using Lump Sum Budgeting may include separate line items for Real Property Acquisition, Design, Utilities, and Construction. A multi-component construction project using Lump Sum Budgeting may only include a line item for Construction. Lump Sum Budgeting is not permitted under this Grant.

- 2.9. **Subproject Budget Line Item.** “Subproject Budget Line Item” means each line for Subproject activities specified and approved in the Subproject Budget in §4.2 of this Subproject Scope of Work/Budget.

3. DELIVERABLES

- 3.1. **Outcome.** The final outcome of this Subproject is to design and replace passive flood protection in accordance with Subrecipient's CDBG-DR grant application and the specific Subproject activities as described herein.

- 3.2. **National Objective.** As determined by the State, Subrecipient shall present documentation to demonstrate compliance by the Subproject with the National Objective identified below during the term of this Grant:

Area Benefit Activities: This Subproject meets the national objective of benefit to Low- and Moderate-Income Persons as required in 24 CFR §570.483(b)(1).

Low- and Moderate- Income Benefit. This Subproject meets the national objective of benefit of persons, the majority of whom are Low- and Moderate- Income Persons as required in 24 CFR §570.483(b)(4).

Limited Clientele Activities: This Subproject meets the national objective of benefit to Low- and Moderate- Income Persons as required in 24 CFR §570.483(b)(2).

Slum/Blight, Area Benefit: This Subproject meets the national objective of benefit to a slum/blighted area as required in 24 CFR §570.483(c)(1). Subrecipient shall provide to the State

a copy of the resolution designating the area being served as slum/blight and the basis for such determination prior to obligation of funds. The area exhibits:

- substantial number of deteriorated or deteriorating buildings, or the public improvements throughout the area is in a general state of deterioration.
- public improvements throughout the area in a state of deterioration.

Slum/Blight, Spot Basis: This Subproject meets the national objective of benefit to eliminate a specific condition of blight or physical decay not located in a designated slum or blighted area as required in 24 CFR §570.483(c)(2).

Urgent Need: This Subproject meets the national objective of urgent need as required in 24 CFR §570.483(d). Subrecipient has determined it was unable to finance the activity on its own and other sources of funding are not available. Subrecipient shall provide to DHSEM information regarding the origin and date the need occurred prior to obligation of funds.

Urgent Need: This Subproject meets the national objective of urgent need as defined in the Federal Register, Volume 78, Number 43 (March 5, 2013), at VI.A.1.f.

Urgent Need: This Subproject meets the national objective of urgent need as defined in the Federal Register, Volume 78, Number 43 (March 5, 2013), at VI.A.1.f.

3.3. **Project Performance Plan.** The Parties shall comply with the milestones, performance goals and timelines in the Subproject Project Performance Plan.

3.4. **Residency Declaration.** This Subproject shall shall not require Beneficiaries to execute a Residency Declaration (**Form 2**). This requirement shall not apply when the owner of the Subject Property is a charitable non-profit pursuant to 8 USC §1642(d).

4. **FUNDING**

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of §4.2, Subproject Budget, below.

4.1. **Other Funds.** Subrecipient shall provide the required Other Funds as listed in the “Other Funds” column of §4.2 below during the term of this Subproject.

4.2. **Subproject Budget.**

Subproject Activities	CDBG-DR Grant Funds	Other Funds	Other Funds Source	Total Cost
Real Property Acquisition/Demolition	\$350,000.00	\$50,000.00	Adams County	\$400,000.00

5. **PAYMENT**

Payments shall be made in accordance with this section and the provisions set forth in §4 of Exhibit B and §7 of the Grant Agreement.

5.1. **Liability for Costs.** The State shall not be liable to pay or reimburse Subrecipient for any performance under this Subproject, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to (check all that apply):

- The Effective Date.

- The Effective Date; provided, however, that all Project costs, if specifically authorized by the federal funding authority, incurred on or after DATE, may be submitted for reimbursement as if incurred after the Effective Date.
- DATE for authorized Pre-agreement Costs. Such costs may be submitted for reimbursement as if incurred after the Effective Date.

5.2. **Subproject Payment Schedule.** State shall make payments to Subrecipient as follows (check one):

- State shall make payment to Subrecipient pursuant to accepted Pay Requests until 95% of Grant Funds have been disbursed, which final 5% shall be disbursed in accordance with §5.6.
- For acquisition of real property only (with escrow):** State shall make payment to escrow agent pursuant to accepted Pay Requests prior to closing of the acquisition of real property.
- For acquisition of real property only (reimbursement basis):** State shall make payment to Subrecipient pursuant to accepted Pay Requests after closing of the acquisition of real property.
- For acquisition of real property only (State attendance):** State shall make payment to seller pursuant to accepted Pay Requests at closing of the acquisition of real property.
- For acquisition of real property (with escrow) and post-acquisition construction/activities:** State shall make payment to escrow agent pursuant to accepted Pay Requests prior to closing of the acquisition of real property for acquisition expenditures. All non-acquisition expenditures for the Subproject shall be paid by the State to Subrecipient pursuant to accepted Pay Requests until 95% of non-acquisition Grant Funds have been disbursed, which final 5% of the non-acquisition Grant Funds shall be disbursed in accordance with §5.6.
- For acquisition of real property (reimbursement basis) and post-acquisition construction/activities:** State shall make payment to Subrecipient pursuant to accepted Pay Requests after closing of the acquisition of real property for acquisition expenditures. All non-acquisition expenditures for the Subproject shall be paid by the State to Subrecipient pursuant to accepted Pay Requests until 95% of non-acquisition Grant Funds have been disbursed, which final 5% of the non-acquisition Grant Funds shall be disbursed in accordance with §5.6.
- For acquisition of real property (State attendance) with post-acquisition construction/activities:** State shall make payment to Subrecipient pursuant to accepted Pay Requests after closing of the acquisition of real property for acquisition expenditures. All non-acquisition expenditures for the Subproject shall be paid by the State to Subrecipient pursuant to accepted Pay Requests until 95% of non-acquisition Grant Funds have been disbursed, which final 5% of the non-acquisition Grant Funds shall be disbursed in accordance with §5.6.

5.3. **Advance Payments.** This subsection is, or is not applicable.

DOLA and/or DHSEM Controller has previously approved in writing Advance Payments for this Subproject. If Work is subcontracted or subgranted, such Subcontractors and/or Subgrantees are not previously paid, Subrecipient shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within three Business Days of receipt. Subrecipient shall provide DHSEM with proof of payment of qualified and Eligible Expenses within three Business Days of such payment. Excess funds shall be returned to DHSEM.

To maximize the use of Grant Funds, the State shall evaluate Subrecipient's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant and Subproject Scope of Work/Budget. DHSEM reserves the right to recapture advanced Grant Funds when Subrecipient has not or is not complying with the terms of this Grant and/or the Subproject Scope of Work/Budget.

5.4. **Milestones.**

Subproject Activity	Milestone	Target Date
Property Acquisition	Appraiser RFP	February 2018
Property Acquisition	Appraisal	May 2018
Property Acquisition	Contract review and approval	August 2018
Property Acquisition	Project Closeout Request	September 2018

If Target Date for such Milestone is not met, State has the authority to use any remedies stated in the Grant, including, but not limited to, those specified in §15(C) of the Grant Agreement which allow the State, at its sole discretion, to provide technical assistance and/or termination of the overall Project and/or a Subproject.

5.5. **Monthly Pay Requests.** Payment requests will be due on or before the 10th day of each month. The State shall pay the Subrecipient for qualified and Eligible Expenses made in the performance of this Subproject based on the submission of Pay Requests. The Subrecipient shall submit Pay Requests setting forth a detailed description and provide documentation (including invoices) of the amounts and types of reimbursable expenses. For months in which there are no expenditures to reimburse, Subrecipient shall indicate zero (0) in the request. The Pay Request shall contain actual expenditures of Grant Funds incurred in the period by Subproject Budget Line Item pursuant to §4.2 of this Subproject Scope of Work/Budget as well as a projection of all Subproject Work expected to be accomplished in the following month, including an estimate of Grant Funds to be expended.

5.6. **Final Payment/Substantial Completion.** Final payment for this Subproject shall not be released by DHSEM until Subrecipient has submitted a final Pay Request and achieved substantial completion, which includes completion of the Subproject Work; completion, submission, and DHSEM's acceptance of all interim reports; completion of on-site Subproject monitoring by DHSEM, including approval of all corrective action taken on any identified findings or concerns; and submission by Subrecipient and acceptance by DOLA and/or DHSEM of the Subproject Completion Report (collectively, "**Substantial Completion**"). For the purposes of this Subproject, "completion of the Subproject Work" means the following

For Construction: Completion of all CDBG-DR construction activities on the final Subject Property under the Subproject, which may require inspection and approval.

5.7. **Eligible Expenses.** Pay Requests shall include only Eligible Expenses. Eligible Expenses do not include administrative expenses.

5.8. **Cost Savings.** Cost Savings derived while completing the Subproject shall be (choose one):

- split on a pro-rata basis between the State and Subrecipient
- returned to the State

6. ADMINISTRATIVE REQUIREMENTS

6.1. Personnel.

6.1.1. Responsible Administrator. Subrecipient's performance hereunder shall be under the direct supervision of Todd Leopold, County Manager, an employee or agent of Subrecipient, who is hereby designated as the responsible administrator of this Subproject.

6.1.2. Other Key Personnel: Ian Cortez, Right-of-Way Supervisor, Public Works. Such key personnel shall be updated through the approval process in §6.1.3.

6.1.3. Replacement. Subrecipient shall immediately notify DHSEM if any key personnel cease to serve. Provided there is a good-faith reason for the change, if Subrecipient wishes to replace its key personnel, it shall notify DHSEM and seek its approval, which shall be at DHSEM's sole discretion, as DHSEM issued this Grant in part in reliance on Subrecipient's representations regarding Key Personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what his/her qualifications are, and when the change will take effect. Anytime key personnel cease to serve, DHSEM, in its sole discretion, may direct Subrecipient to suspend Work on the Subproject until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with §16 of the Grant Agreement.

6.2. Reporting. Subrecipient shall submit the following reports to DHSEM using the state-provided forms. DHSEM may withhold payment(s) or take additional action described in §15 of the Grant Agreement, if such reports are not submitted timely. When there is a conflict between the reporting requirement in this section and the CDBG Guidebook, the stricter requirement shall prevail.

6.2.1. Pay Requests. Pay Requests are due in accordance with §5.5 of this Subproject Scope of Work/Budget.

6.2.2. Financial Status Report. This report is due within 10 calendar days of the end of each quarter until the Subproject has been closed out with the State.

6.2.3. Performance Reports. The Project Performance Plan report for the Subproject shall be submitted within 10 calendar days of the end of each quarter until the Subproject has been closed out with the State.

6.2.4. Subproject Completion Report. Within 90 days of the earlier of termination or completion of the Subproject, the Subrecipient shall submit one copy of the Subproject Completion Report, and two copies of the final Financial Status Report.

6.2.5. System of Award Management (SAM) and Data Universal Numbering System (DUNS). In accordance with Section 3 of Exhibit C (FFATA) Subrecipient is required to register with the System of Award Management (SAM) and have an active registration in SAM in accordance with 2 CFR Part 25. Subrecipient shall provide its DUNS number to the State and shall update Subrecipient's information at least annually after the registration and more frequently if required by changes in Subrecipient's information.

6.3. Inspections.

6.3.1.Subrecipient. Prior to submitting a request for payment, Subrecipient must inspect as described below in §§6.3.1.1 through 6.3.1.7 and certify that it meets the requirements and standards of the Notices and the Action Plan. Subrecipient's payment request to DHSEM must include documentation of the inspection and approval.

6.3.1.1. **For Construction:** Subrecipient shall inspect Work for progress that is consistent with the Application and this Exhibit, and compliance with the standards specified in the Action Plan, this Grant, the scope of work in the agreement between the contractor and Subrecipient (if any) and applicable laws, rules and regulations.

6.3.1.2. **For Acquisition of Real Property Only:** Subrecipient shall inspect the targeted property to ensure that it meets the legal description of such property included in the Application and that it meets requirements of an Authorized Activity.

6.3.1.3. **For Acquisition of Real Property, Demolition and Return to Open Space:** Subrecipient shall inspect the targeted property to ensure that it meets the legal description of such property included in the Application and that it meets requirements of an Authorized Activity. After acquisition, Subrecipient shall inspect Work for progress that is consistent with the Application and this Exhibit, and compliance with the standards specified in the Action Plan, this Grant, the scope of work in the agreement between the contractor and Subrecipient (if any) and applicable laws, rules and regulations.

6.3.1.4. **For Preliminary Design and Engineering:** Subrecipient shall inspect design and engineering documents for progress that is consistent with the Subcontractor invoice.

6.3.1.5. **For Demolition and Removal:** Subrecipient shall inspect the Subject Property for progress that is consistent with the Subcontractor invoice.

6.3.1.6. **Life Safety Equipment Purchase and Installation:** Subrecipient shall confirm that the equipment purchased is consistent with the invoice submitted for such equipment. Subrecipient shall inspect installation Work for progress that is consistent with the Application and this Exhibit, and compliance with the standards specified in the Action Plan, this Grant, the scope of work in the agreement between the contractor and Subrecipient (if any) and applicable laws, rules and regulations..

6.3.1.7. **For Hazard Mitigation Planning and Stream Master Planning:** Subrecipient shall inspect planning documents for progress that is consistent with the Subcontractor invoice.

6.3.2.DOLA and/or DHSEM.

6.3.2.1. At its sole discretion, DOLA and/or DHSEM, or its authorized agent, may perform an inspection of the Work and/or Subject Property, as applicable, prior to release of requested payment.

6.3.2.2. Prior to Substantial Completion of the Subproject, DHSEM or its authorized agent shall perform an inspection of the Subproject Work and/or Subject Property, and shall have access to all Subrecipient financial, administrative, and Beneficiary records related to the Subproject Scope of Work/Budget. Release of final payment shall be subject to acceptable completion of this monitoring, pursuant to §5.6, above.

6.4. Prevention of Duplication of Benefits. The CDBG-DR appropriation (Pub. L. 113-2) and the Stafford Act require that Beneficiaries of federal disaster assistance do not receive a duplication

of benefits of resources available to them between federal, state, local, and certain private sources.

- 6.4.1. **Determine Maximum Eligible Benefit.** Prior to awarding Grant Funds to Subrecipient, DHSEM reviewed information submitted by the Subrecipient, pursuant to DHSEM's Procedure to Prevent Duplication of Benefits (attached as **Exhibit E**). The Grant Funds awarded pursuant to each Subproject Scope of Work/Budget do not exceed DHSEM's determination of Subrecipient's unmet need for each Subproject.
- 6.4.2. **Subrecipient Agreement to Reimburse Duplicative Benefits.** Subrecipient acknowledges that the source and amount of any and all additional funds received for costs associated with the disaster will be reported to DHSEM within 15 calendar days of receipt. If DHSEM determines the additional funds to be duplicative, the Grant Funds will be reduced by and/or the Subrecipient will be required to repay any disbursed duplicative amount.
- 6.4.3. **Completion Monitoring.** Upon Substantial Completion of each Subproject, Subrecipient will report and certify to DHSEM whether additional funds were received for disaster related expenses, the source, the amount, and date of receipt. If additional funds were received and DHSEM determines that they are duplicative, the Subrecipient must repay the duplicative amount to DHSEM.
- 6.4.4. **On-going Monitoring.** One year after Substantial Completion of each Subproject, and until three years after Substantial Completion, Subrecipient will report and certify whether additional funds were received for disaster related expenses, the source, the amount, and date of receipt. If additional funds were received that are determined to be duplicative, the Subrecipient must repay the duplicative amount to DHSEM.
- 6.4.5. **Subrogation.** Subrecipient hereby assigns to the State all of Subrecipient's future rights to reimbursement and all payments received that are determined in the sole discretion of the State to be a duplication of benefits.
- 6.5. **Bonds.** If Subproject includes construction or facility improvements, Subrecipient, Subgrantee and/or their subcontractors performing such Work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.
 - 6.5.1. **Bid Bond.** A bid guarantee from each bidder of Work equivalent to five (5) percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
 - 6.5.2. **Performance Bond.** A performance bond on the part of the Subrecipient, Subgrantee or their subcontractor for 100 percent of the awarded contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Subrecipient, Subgrantee or their subcontractor's obligations under such contract.
 - 6.5.3. **Payment Bond.** A payment bond on the part of the Subrecipient, Subgrantee or their subcontractor for 100 percent of the awarded contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.
 - 6.5.4. **Substitution.** The bonding requirements in this §6.5 may be waived in lieu of an irrevocable letter of credit if the price of the awarded contract is less than \$50,000.

6.6. Change of Use.

6.6.1. During a period of five (5) years following the date of closeout for the Subproject specified in writing by the State to Subrecipient (“**Closeout Date**”), Subrecipient may not change the use or planned use of the Subject Property and/or Personal Property acquired or improved unless: 1) the State determines the new use meets one of the National Objectives of the CDBG-DR program, and 2) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes.

6.6.2. If Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Subject Property and/or Personal Property to a use which the State determines does not qualify in meeting a National Objective, Subrecipient shall reimburse to the State an amount equal to the current fair market value of the Subject Property and/or Personal Property, less any portion of the value attributable to expenditures of non-CDBG-DR funds for acquisition of and improvements to, the Subject Property and/or Personal Property.

6.6.3. After the five (5) year period following the Closeout Date, no State restrictions on use of the Subject Property and/or Personal Property shall be in effect.

6.7. Reversion of Assets

6.7.1. Upon expiration of this Grant, Subrecipient shall transfer to the State any CDBG Funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG Funds. Any real property under the Subrecipient’s control that was acquired or improved in whole or in part with CDBG funds (including CDBG Funds provided to the Subrecipient in the form of a loan) in excess of \$25,000 is either:

6.7.1.1 Used to meet one of the national objectives in §570.208 (formerly §570.901) until five years after expiration of the Grant Agreement, or for such longer period of time as determined to be appropriate by the State; or

6.7.1.2. Not used in accordance with paragraph 6.18.1 (A) of this section, in which event the Subrecipient shall pay the State an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the State. (No payment is required after the period of time specified in paragraph 6.18.1 (A) of this section.) [53 FR 8058, Mar. 11, 1988, as amended at 53 FR 41331, Oct. 21, 1988; 57 FR 27120, June 17, 1992; 60 FR 56915, Nov. 9, 1995; 68 FR 56405, Sept. 30, 2003]

6.8. Davis-Bacon Act.

This section shall shall not apply to this Subproject.

Subrecipient shall comply with all the requirements set forth in 24 CFR §570.603 (Davis-Bacon Act). If applicable, the responsible party for oversight of compliance shall be designated in the Project Performance Plan.

6.9. Section 3 of the HUD Act of 1968 and 24 CFR Part 135.

To the greatest extent feasible, the Subrecipient and Subgrantee (if applicable) will provide opportunities for training and employment that arise from this HUD-financed project, will give preference in hiring to persons whose income is equal to or less than 80% of Area Median Income (AMI), and will give preference in contracting to businesses owned in substantial part by

persons, or that substantially employ persons, whose income is equal to or less than 80% of AMI in the Subproject area.

In addition, Subrecipient shall, to the maximum extent feasible, provide for the hiring of employees who reside in the vicinity, as such term is defined below herein, or contract with small businesses that are owned and operated by persons residing in the vicinity of such projects. Note: This local hiring requirement does not replace the responsibilities of Subrecipient under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), and implementing regulations at 24 CFR part 135, except to the extent the obligations may be in direct conflict. For the purposes of this Grant, "vicinity" is defined as each neighborhood identified by the Subrecipient and approved by the State as being the areas of greatest need. "Small business" means a business that meets the criteria set forth in §3(a) of the Small Business Act.

- 6.10. **Minority and Women Business Enterprises (24 CFR 570.506(g)(6)).** To the greatest extent feasible, the Subrecipient and Subgrantee (if applicable) will take affirmative steps to assure that women's business enterprises have an equal opportunity to obtain or compete for subcontracts to be paid with CDBG-DR funds.
- 6.11. **Uniform Relocation Act (URA).** Subrecipient and Subgrantee are required to follow a URA Residential Anti-displacement and Relocation Assistance Plan when designing their programs in that obligations related to voluntary property acquisition activities for vacant and abandoned property apply. Subrecipient shall follow the alternative relocation requirements associated with these Grant Funds, which are specified in the March Notice.

Attachment A-1(b)
 Subproject Name: McKay Condemned Blight Property
 Subproject No.: CDBGDR3-ADM-02

Applicant: Adams County	Project Number:	DR#-ADM-02	Month:	
Task Name	Projected Start Date	Actual Start Date	Projected End Date	Actual End Date
Draft and Execute Grant Agreement with DHSEM				
Notify owner of agency intention to acquire property				
Draft procurement package (send to DHSEM for review)				
Procure and execute contract for appraisal services (send to DHSEM for review)				
Review appraisals (send to DHSEM for review)				
Provide owner with written offer and summary statement for property to be acquired and other required documents				
Negotiation of purchase of property				
Complete Sale				
Initial RFR Submitted				
Final RFR Submitted				
Project Closeout				
Key:				
Manual Entry Cell		First Time Only Manual Entry Cell		
These cells require manual input every month		These cells require manual input the first time only		
Notes/Comments:				



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 21, 2018
SUBJECT: PLN2018-00020 Creekside South Estates Metropolitan District
FROM: Kristin Sullivan, Director, Community and Economic Development
AGENCY/DEPARTMENT: Community and Economic Development
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners sets a public hearing for September 11, 2018 in order to consider case PLN2018-00020.

BACKGROUND:

The applicant is requesting a service plan for the Creekside South Estates Metropolitan District (District) to provide funding for construction and maintenance of public services and facilities in the proposed service area. Pursuant to Title 32, Article 1 of Colorado Revised Statutes, Metropolitan Districts, a type of Special District providing two or more services, are quasi-governmental agencies and political subdivisions of the State of Colorado organized for specific functions. Special Districts commonly include fire protection, parks and recreation, or water and sanitation services.

The proposed District will provide financing for construction of required public infrastructure (e.g., water transmission and distribution lines and drainage facilities) as well as covenant enforcement and design review services. The service area of the proposed district will include 53 single-family homes located in the Creekside Estates Subdivision (Filings 1, 2, and 3).

Pursuant to Section 10-05-02-03-07 of the County's Development Standards, at the next regular meeting of the Board of County Commissioners (BOCC) after the Planning Commission considers the request, a date shall be set within thirty days of such meeting for a public hearing on the service plan of the proposed Special District. Staff recommends September 11, 2018 as the set date for the public hearing for case PLN2018-00020 (Creekside South Estates Metropolitan District).

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development, County Attorney, Finance Department.

ATTACHED DOCUMENTS:

Resolution
Service Plan for Creekside South Estates Metropolitan District

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION SETTING THE SERVICE PLAN HEARING DATE FOR CREEKSIDE METROPOLITAN DISTRICT (PLN2018-00020)

WHEREAS, the Adams County Community and Economic Development Department has received a service plan for the Creekside Metropolitan District; and,

WHEREAS, the Planning Commission heard Case # PLN2018-00020 Creekside Metropolitan District and recommended approval of the service plan for the Creekside Metropolitan District with 9 Findings of Fact; and,

WHEREAS, the August 21, 2018 BOCC consent calendar item is intended to officially set the second BOCC hearing date of September 11, 2018 per Title 32, Special Districts, Special District Act of the Colorado Revised Statutes.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the hearing date for the Creekside Metropolitan District service plan be hereby set for September 11, 2018 at 9:30 am at the Adams County Government Center Public Hearing Room.

SERVICE PLAN
FOR
CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT
ADAMS COUNTY, COLORADO

Prepared By
WHITE BEAR ANKELE TANAKA & WALDRON
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
(303) 858-1800

Revised Submittal Date: July 6, 2018

Approved: _____, 2018

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EXHIBIT F Pro-Forma Financial Plan

EXHIBIT G List of Property Owners and Adjacent Owners

EXHIBIT H Mill Levies of Overlapping Entities

I. INTRODUCTION

A. Purpose and Intent.

The Creekside South Estates Metropolitan District (the “District”) is an independent unit of local government, separate and distinct from the County, and except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the County only insofar as such activities may deviate in a material way from the requirements of this Service Plan. It is intended that the District will provide a part or all of the Public Improvements necessary and appropriate for the development of properties within the District Boundaries. The Public Improvements will be constructed for the use and benefit of the public, generally and those residents and property owners within the District Boundaries, specifically. The primary purposes of the District will be: 1) to finance the construction of Public Improvements; 2) to operate and maintain such Public Improvements that are not otherwise dedicated or conveyed to the County or other governmental entities; and 3) to provide covenant enforcement and design review services within the District Boundaries.

The District is expected to manage and oversee the permitted District Activities, and to collect property taxes and other legally available revenues sufficient for the debt service requirements of Debt issued to cover the costs associated with financing, acquisition and/or construction of the Public Improvements.

B. Need for District

There are currently no other governmental entities, including the County, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, operation and maintenance of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Organizers and Consultants

This Service Plan has been prepared by the following:

Organizers

Creekside South Estates Homeowners
Association, Inc.
c/o Stan Martin
2154 South Holly Street
Denver, CO 80222

District’s Legal Counsel

WHITE BEAR ANKELE TANAKA & WALDRON
Jennifer Gruber Tanaka, Esq.
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
(303) 858-1800
jtanaka@wbapc.com

Financial Advisor
D.A. Davidson & Co.
Zachary Bishop, Managing Director
1550 Market Street, Suite 300
Denver, CO 80202
(303) 764-5759
zbishop@dadco.com

Engineer
MMI Water Engineers, LLC
Bradley A. Simons, PE
7262 South Garrison Court
Littleton, CO 80128
(720) 234-8398
bradley.a.simons@gmail.com

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Alternative Service Provider: means any other any other governmental service provider with jurisdiction over the Public Improvements.

Board: means the board of directors of the District.

Board of County Commissioners: means the Board of County Commissioners of Adams County, Colorado.

County: means Adams County, Colorado.

Cost Estimates: means the preliminary estimated cost of the Public Improvements, as represented in **Exhibit D**.

Debt: means general obligation bonds or other financial obligations issued by the District, which are not subject to annual appropriation, the repayment of which the District has promised to impose, collect and pledge an *ad valorem* property tax mill levy.

Debt Limitation: means the maximum amount of Debt that the District may issue. If a present value savings can be shown, increases necessary to accomplish a refunding, reissuance or restructuring of Debt shall not count towards the Debt Limitation. The Debt Limitation may be increased pursuant to a future intergovernmental agreement with the County.

District Activities: means any and all functions undertaken by the District in accordance with this Service Plan and as permitted under applicable law in order to effectuate the purposes for which the District is organized.

District: means the Creekside South Estates Metropolitan District, a quasi-municipal corporation and political subdivision of the State.

District Boundaries: means the current boundaries of the District as described in **Exhibit A**, as may be amended from time to time as the same is permitted hereunder.

District Boundary Map: means the map attached hereto as **Exhibit B** depicting the current boundaries of the District.

Fees: means any fee, rate, toll, penalty or other charge imposed by the District and permitted by applicable law for services, programs, improvements, facilities, capital costs or operations costs provided by the District, or the payment of Debt, which may be adjusted by the District to account for annual budgetary needs.

Financial Plan: has the meaning assigned to such term in Section VI.A of this Service Plan. In addition, Section VI of this Service Plan describes the following to be considered with other revenues identified in this Service Plan: 1) how the Public Improvements are to be financed; 2) how the Debt is expected to be incurred; 3) the estimated operating revenue derived from Fees or taxes for the first budget year; and 4) proposed sources of revenue and projected expenses of the District.

HOA: means, the Creekside South Estates Homeowners' Association, Inc., a Colorado non-profit corporation, and its affiliates, successors or assigns.

Maximum Debt Mill Levy: means a mill levy for payment of Debt which exceeds 50% of the District's assessed valuation, which mill levy is not to exceed a total of ninety-one (91.000) mills imposed upon the taxable property of the District, as adjusted and more particularly described pursuant to Section VI.C, *infra*.

Maximum Net Effective Interest Rate: means the maximum net effective interest rate applicable to any issuance of Debt, which is 18% under this Service Plan.

Maximum Underwriting Discount: means the maximum underwriter's discount applicable to any issuance of Debt, which is 3% under this Service Plan.

Preliminary Engineering Survey: means that map shown in **Exhibit E**, which depicts all existing infrastructure and planned Public Improvements for the District.

Pro-Forma Financial Plan: means the pro-forma financial plan attached as **Exhibit F** hereto.

Public Improvements: means a part or all of the public improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped, operated, maintained and/or financed, including necessary and appropriate landscaping, appurtenances and acquisition of real property to effect such improvements, as generally described in the Preliminary Engineering Survey, and as are necessary to serve the present and future taxpayers and inhabitants of the District Boundaries, as determined by the Board.

Service Plan: means this service plan for the District approved by the Board of County Commissioners, as may be amended or modified from time to time.

Service Plan Amendment: means an amendment to the Service Plan approved by the Board of County Commissioners in accordance with the County's policies and the applicable State law.

Services Proposed: means those services proposed to be provided by the District, as described in **Exhibit C-2**.

Special District Act: means Sections 32-1-101, *et seq.*, of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

TABOR: means Article X Section 20 of the Colorado Constitution, as the same may be amended from time to time.

Vicinity and 3-Mile Radius Maps: means the maps showing the general vicinity of the District within the County and the relative location of other existing special districts located within 3 miles of the District Boundaries, as represented in **Exhibit C-1**.

III. BOUNDARIES

The area within the District Boundaries includes approximately 143.112 acres. A legal description of the District Boundaries is attached hereto as **Exhibit A**. A map of the District Boundaries is attached hereto as **Exhibit B**. Vicinity and 3-Mile Radius Maps are attached hereto as **Exhibit C-1**.

IV. PROPOSED LAND USE/POPULATION PROJECTION/ASSESSED VALUATION

The property located within the District Boundaries is fully built-out at this time and consists of fifty-three (53) single-family residences and encompasses 143.112 acres. The current assessed valuation of the District Boundaries is \$1,746,350 as of January 1, 2017. The population contained within the District Boundaries is currently estimated to be approximately one hundred and fifty-six (156) persons, based on an average of 2.93 persons per residential unit. Listings of the property owners located within the District Boundaries and those property owners located directly adjacent to the District Boundaries, as provided by the Adams County Assessor on May 22, 2018, are attached hereto as **Exhibit G**.

Approval of this Service Plan by the County does not imply approval of the development of a specific area within the District Boundaries nor of any of the Public Improvements.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. General Powers of the District/District Services.

The District shall have the power and authority to acquire, construct, install, finance and operate and maintain the Public Improvements within and without the District Boundaries and undertake related District Activities within the District Boundaries, as such power and authority is described in the Special District Act, other applicable statutes, the common law and the State Constitution, subject to the limitations set forth in this Service Plan. Further, the District shall have the power to provide any and all services necessary or incidental to the provision of the Public Improvements.

1. Storm Drainage. The District shall have the power and authority to provide for the design, acquisition, installation, construction, financing, operation, and maintenance of storm sewers, flood and surface drainage improvements including, but not limited to, culverts, dams, retaining walls, access ways inlets, detention ponds and paving, roadside swales and curb and gutter, and all necessary or proper equipment and appurtenances incident thereto, together with all necessary, incidental and appurtenant facilities, land and easements, and all necessary extensions of and improvements to said facilities or systems.

2. Water. The District shall have the power and authority to provide for the design, acquisition, installation, construction, financing, operation and maintenance of a complete potable water and non-potable irrigation and water system, including, but not limited to, water rights, water supply, transmission and distribution systems for domestic and other public or private purposes, together with all necessary and proper water rights, equipment and appurtenances incident thereto which may include, but shall not be limited to, transmission lines, distribution mains and laterals, storage facilities, land and easements, together with extensions of and improvements to said systems.

3. Covenant Enforcement. The District shall have the power and authority to provide covenant enforcement and design review services within the District.

If, after the Service Plan is approved, the State Legislature includes additional powers or grants new or broader powers for Title 32 districts by amendment of the Special District Act, to the extent permitted by law, any or all such powers shall be deemed to be a part hereof and available to or exercised by the District and shall not constitute a material modification of this Service Plan by the District.

The District shall be authorized to fund the District Activities from the proceeds of Debt to be issued by the District, and from other legally available revenues, including Fees. The District will construct the Public Improvements in compliance with the County's standards and requirements. The scope and specific Public Improvements that may be undertaken by the District shall be determined in the discretion of the Board, subject to the requirements of the County and other applicable service providers, and are anticipated to include those Public Improvements as generally set forth in **Exhibit D**.

B. Limitations of the District Powers and Service Plan Amendment.

1. Operation and Maintenance Limitation

Unless otherwise required by separate intergovernmental agreement with the County or an Alternative Service Provider, it is anticipated that the District shall own some or all of the Public Improvements and operate and maintain the same from any legally-available revenues of the District. In the event that certain of the Public Improvements are for any reason conveyed to the County or an Alternative Service Provider, to the extent that the District possesses sufficient property interests to do so, the District shall dedicate such Public Improvements to the County or such Alternative Service Provider, as appropriate. Notwithstanding the foregoing, the District shall be permitted to own, operate and maintain the storm drainage and water facilities and improvements contemplated herein without the requirement of any separate agreement.

The District is anticipated to be responsible for the ongoing operation and maintenance of potable and non-potable water transmission and distribution facilities within the District Boundaries. The District is also anticipated to be responsible for the operation and maintenance of certain storm drainage improvements, including detention ponds, within the District Boundaries, as well as be responsible for eventually taking over covenant enforcement and design review responsibilities from the HOA. The budget(s) adopted by the District will authorize expenditures from District revenues for the District's administration and the operation and maintenance of the Public Improvements not otherwise conveyed to the County or an Alternative Service Provider. In addition to property taxes, and in order to offset the expenses of the anticipated operations and maintenance costs, the District may also rely upon various other revenue sources authorized by law, which may include, without limitation, Fees. Any Fees imposed by the District shall be reasonably related to the District Activities provided by the District that such Fees fund.

2. Construction Standards Limitation. Construction of all Public Improvements shall be subject to applicable ordinances, codes and regulations of the County, as well as the applicable ordinances, codes and regulations of any other governmental service provider with jurisdiction over the Public Improvements. The District will ensure that the Public Improvements to be dedicated or maintained by the District are designed and constructed in accordance with the standards and specifications of the County, as well as the applicable standards of other governmental entities with jurisdiction over the specific Public Improvements. The District will obtain approval of civil engineering plans and permits for construction and installation of Public Improvements from the County or other governmental entity with jurisdiction, as appropriate.

3. Inclusion and Exclusion Limitation. The District shall be permitted to undertake inclusions and exclusions at its discretion and without further amendment to this Service Plan, so long as such inclusions are in accordance with the Special District Act. Notice of any such boundary adjustment shall be provided to the County pursuant to the requirements of the annual report required herein under Section VII. The County shall not be required to take any action to facilitate such boundary adjustments or obligations with respect to the same.

4. Debt Limitation. The District's Debt Limitation shall be Two Million Five Hundred Thousand Dollars (\$2,500,000). The obligations of the District set forth in any agreements concerning the funding and/or operations of the Public Improvements and District Activities, for which voter approval will be obtained to the extent required by law, shall not count against the Debt Limitation. Increases necessary to accomplish a refunding, reissuance or restructuring of Debt shall also not count against the Debt Limitation if a present value savings can be shown.

5. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for amendments. Actions of the District that constitute material modifications to this Service Plan under the Special District Act shall entitle the County to all remedies available under applicable State and local law to enjoin such actions. Any violation of the Debt Limitation or the Maximum Debt Mill Levy without County approval, as set forth herein, shall constitute a material modification of this Service Plan and shall require an

amendment to the Service Plan.

6. Overlapping Districts. The District Boundaries do not overlap with any other special districts providing similar services as those being proposed by the District. A listing of the mill levies of governmental entities that overlap with the District Boundaries, as of January 1, 2018, is attached hereto as **Exhibit H**.

C. Preliminary Engineering Survey/Site Plan.

A preliminary engineering survey setting forth the anticipated scope of Public Improvements and the initial estimated costs of the Public Improvements, which may be provided by or through the District is attached hereto as **Exhibit E**. The estimated costs of the Public Improvements total approximately One Million Seven Hundred Eighty-Six Thousand One Hundred Four Dollars (\$1,786,104). Actual Public Improvements costs will vary based in part upon the specific requirements and timing related to construction of the Public Improvements. Final planning and design of Public Improvements will depend upon the specific design specifications and plans adopted at the time of construction, and, therefore, the estimates and proposed scope presented herein are conceptual in nature. All Public Improvements will be designed in such a way as to assure that the facility and service standards will be compatible with those of the County and of other municipalities and special districts and any future subdivision improvement agreements which may be affected thereby.

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the District Activities from the proceeds of Debt to be issued by the District and from other legally available revenues, including grants and Fees. The plan of finance for the District shall be to issue, from time to time, such Debt as the District can reasonably pay from legally available revenues of the District (the "Financial Plan"), based upon the generation of the revenue sources depicted in the pro-forma financial plan, attached hereto as **Exhibit F** (the "Pro-Forma Financial Plan"). The Pro-Forma Financial Plan sets forth a projection currently associated with development within the District Boundaries. Timing associated with issuance of any permitted Debt shall be based upon the valuation of property located within the District Boundaries and shall take into account variables such as levels of interest rate, the interests and needs of the taxpayers and residents within the Service Plan, all within the reasonable determination of the Board. As a consequence, Debt that the District issues may be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan, and may be phased to best serve the District's residents and taxpayers. The Pro-Forma Financial Plan provides an illustration of how the Public Improvements and other services of the District may be financed; however, the final terms of Debt financing are likely to be different and shall be determined by the District, subject to the key limiting parameters established within this Service Plan. Further, the Public Improvements may be financed in whole or in part by low-interest loans and/or grant proceeds received by the District. As further described in the Pro-Forma Financial Plan, the District anticipates issuing approximately Two Million One Hundred Ninety-Seven Thousand Dollars (\$2,197,000) of Debt.

The actual amount of Debt may increase or decrease, depending upon the timing with respect to actual home property values and, ultimately, actual assessed value that is established within the District. Notwithstanding, the District shall not be permitted to issue Debt in excess of the Debt Limitation, and Debt which exceeds 50% of the District's assessed valuation shall be subject to the Maximum Debt Mill Levy established hereunder.

The District anticipates that it will be necessary to impose a debt service mill levy of approximately seventy (70.000) mills upon all taxable property of the District. Notwithstanding, mill levies may be certified by the District as necessary to cover debt service requirements, subject to the limitations of the Maximum Debt Mill Levy. The District will use its best efforts to keep the debt service mill levy as low as possible and, if possible or where appropriate, consider temporarily reducing the debt service mill levy if revenues are over-collected and not otherwise required pursuant to agreements pursuant to which Debt is issued.

B. Maximum Net Effective Interest Rate/Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued, but not to exceed the Maximum Net Effective Interest Rate. The underwriting discount on any Debt shall not exceed the Maximum Underwriting Discount. Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then-applicable to the issuance of public securities. Interest rates and Debt terms will ultimately be determined within the limitations of this Service Plan, as well as the amounts and timing of Debt issuance.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" authorized herein shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt which exceeds 50% of the District's assessed valuation, and shall be determined as follows: the Maximum Debt Mill Levy for payment of Debt which exceeds 50% of the District's assessed valuation shall be ninety-one (91.000) mills; provided that if, on or after January 1, 2018, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2018, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation. The number of mills which equal the Maximum Debt Mill Levy is intended to adjust from time to time upon the occurrence of the changes described in this paragraph.

For the portion of any Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, without limitation of rate. For purposes of the foregoing, once Debt has been determined to be equal to or less than fifty percent (50%) of the District's assessed valuation, so that the District is entitled to pledge to its payment an unlimited *ad valorem* mill levy, such District may provide that such Debt shall remain secured by such unlimited mill levy, inclusive of refundings of the same, notwithstanding any subsequent change in such District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., as amended, and all other requirements of applicable State law.

D. Debt Repayment Sources.

The District may rely upon various revenue sources authorized by law including, but not limited to, *ad valorem* property taxes, Fees and grants. The District shall have the authority to pledge revenue from its Fees to the repayment of Debt.

E. Security for Debt.

The District shall not pledge any revenue or property of the County as security for the Debt authorized in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the County of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the County in the event of default by the District in the payment of any such obligation.

F. District's Operating Costs.

The estimated cost of engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are included within assumptions contained in the Pro-Forma Financial Plan and are anticipated to be funded with any revenues legally available to the District, including Fees and property taxes.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be One Hundred Fifty Thousand Dollars (\$150,000), which is anticipated to be derived from available revenues of the District.

The District will use its best efforts to keep the operations and maintenance mill levy as low as possible and, if possible or where appropriate, consider temporarily reducing the operations and maintenance mill levy if revenues are over-collected and not otherwise required to meet the District's needs.

G. Debt Instrument Disclosure Requirement.

Debt instruments shall be required to include the following statement: “The [debt instrument] does not constitute a debt, financial obligation or liability of the County, and the County is not liable for payment of the principal of, premium if any, and interest on the [debt instrument]”.

VII. ANNUAL REPORT

The District shall be responsible for submitting an annual report to the County pursuant to Section 32-1-207(3)(c), C.R.S., by June 1 of each year.

VIII. CONSOLIDATION/DISSOLUTION

The consolidation of the District with any other special district shall be subject to the approval of the County. The District will take all action necessary to dissolve pursuant to Sections 32-1-701, *et seq.*, C.R.S., as amended from time to time, at such time as it does not need to remain in existence to discharge its financial obligations or perform its services.

IX. INTERGOVERNMENTAL AGREEMENTS

Although none are anticipated at this time, the District may enter into one or more intergovernmental agreements with other governmental entities as may be necessary or appropriate for the District to provide District Activities.

X. ELECTION OF BOARD OF DIRECTORS

The Board of Directors of the District is anticipated to have up to five (5) directors. The initial Board of Directors will be elected from a pool of eligible electors at an organizational election held as soon after approval of this Service Plan as practicable. At the organizational election, up to three (3) directors may be elected to serve an initial term of four (4) years, and up to two (2) directors may be elected to serve an initial term of two (2) years. Thereafter, pursuant to Section 1-13.5-111, C.R.S., as amended, the District shall hold regular elections pursuant to applicable Colorado law. At such regular elections, directors may be elected to any term of office available for election at such election.

XI. CONCLUSION

It is submitted that this Service Plan, as required by Section 32-1-203(2) and Section 32-1-203(2.5), C.R.S., as amended, establishes that:


- A. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
- B. The existing service in the area to be served by the District is inadequate for present and projected needs;

- C. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and
- D. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
- E. Adequate service is not, and will not be, available to the area through the County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.
- F. The facility and service standards of the District are compatible with the facility and service standards of each county within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.
- G. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to Section 30-28-106, C.R.S.
- H. The proposal is in compliance with any duly adopted county, regional or state long-range water quality management plan for the area.
- I. The creation of the District is in the best interests of the area proposed to be served.

Therefore, it is hereby respectfully requested that the Board of County Commissioners, which has jurisdiction to approve this Service Plan by virtue of Section 32-1-203(2), C.R.S., as amended, adopt a resolution, which approves this “Service Plan for the Creekside South Estates Metropolitan District” as submitted.

Respectfully submitted this 6th day of July, 2018.

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law



Jennifer Gruber Tanaka, Esq.
Attorney for the Petitioners

EXHIBIT A

Legal Description

CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT

BEING A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 11, A 3 ¼" ALUMINUM CAP, LS 28056, AND THENCE SOUTH 68°17'57" WEST FOR 85.89 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 45°48'13" EAST ON THE NORTHEAST LINE OF LOT 10, BLOCK 1 OF CREEKSIDE ESTATES - FIRST FILING, FILE 17, MAP 444, RECEPTION #1995030110214, FOR 28.06 FEET;

THENCE SOUTH 00°20'53" EAST ON THE EAST LINE OF SAID LOT 10, BLOCK 1 FOR 320.00 FEET;

THENCE CONTINUING SOUTH 00°20'53" EAST FOR 100.00 FEET TO THE EAST LINE OF LOT 1, BLOCK 2 OF CREEKSIDE ESTATES - FIRST FILING;

THENCE SOUTH 07°52'42" EAST ON THE EAST LINE OF SAID LOT 1, BLOCK 2 FOR 341.99 FEET;

THENCE CONTINUING SOUTH 07°52'42" EAST FOR 115.83 FEET, ON THE NORTHERLY LINE OF LOTS 5 AND 6 OF CREEKSIDE OUTLOT SUBDIVISION FILE 17, MAP 477, RECEPTION #CO138738, TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11;

THENCE SOUTH 00°20'53" EAST ON SAID EAST LINE FOR 1532.96 FEET TO THE NORTHEAST CORNER OF OUTLOT 20, CREEKSIDE ESTATES - THIRD FILING;

THENCE THE FOLLOWING EIGHT COURSES ON THE PERIMETER OF OUTLOT 20, CREEKSIDE ESTATES - THIRD FILING:

1. THENCE CONTINUING SOUTH 00°20'53" EAST ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11 FOR 180.00 FEET TO THE CENTER OF SAID SECTION 11;
2. THENCE SOUTH 00°21'09" EAST ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, FOR 4.08 FEET;
3. NORTH 88°17'09" WEST FOR 163.80 FEET;
4. SOUTH 70°15'21" WEST FOR 580.99 FEET;
5. NORTH 82°00'00" WEST FOR 275.00 FEET;
6. NORTH 02°00'00" WEST FOR 80.00 FEET;
7. NORTH 65°45'00" WEST FOR 127.54 FEET, TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11;
8. SOUTH 88°42'31" WEST ON SAID SOUTH LINE FOR 1485.02 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT 20;

THENCE NORTH 00°26'16" WEST ON THE WEST LINE OF SAID OUTLOT 20, AND THE WEST LINE OF LOTS 17, 18, AND 19, BLOCK 1 OF CREEKSIDE ESTATES - THIRD FILING, FOR 714.89 FEET;

THENCE CONTINUING NORTH 00°26'16" WEST ON THE WEST LINE OF LOTS 1, 3, AND 4, BLOCK 2 OF CREEKSIDE ESTATES - SECOND FILING, FILE 17, MAP 483, RECEPTION #1996030141029, FOR 1258.68 FEET;

THENCE CONTINUING NORTH 00°26'16" WEST FOR 100.00 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 1 OF CREEKSIDE ESTATES - SECOND FILING;

THENCE CONTINUING NORTH 00°26'16" WEST ON THE WEST LINE OF SAID LOT 1 AND LOT 2, BLOCK 1 OF CREEKSIDE ESTATES - SECOND FILING, FOR 515.57 FEET;

THENCE NORTH 44°09'06" EAST ON THE NORTHWEST LINE OF SAID LOT 2, BLOCK 1 FOR 28.49 FEET;

THENCE NORTH 88°44'28" EAST ON THE NORTH LINE OF SAID LOT 2 AND LOT 3, BLOCK 1 OF CREEKSIDE ESTATES - SECOND FILING, FOR 665.55 FEET;

THENCE SOUTH 04°27'55" EAST ON THE EAST LINE OF SAID LOT 3, BLOCK 1 FOR 331.21 FEET;

THENCE SOUTH 87°45'58" EAST ON THE NORTH LINE OF LOTS 3 AND 4, BLOCK 1 OF CREEKSIDE ESTATES - FIRST FILING, FOR 307.85 FEET;

THENCE NORTH 00°00'00" EAST ON THE WEST LINE OF SAID LOT 4, BLOCK 1 FOR 349.53 FEET;

THENCE NORTH 88°44'28" EAST ON THE NORTH LINE OF SAID LOT 4, BLOCK 1 AND THE NORTH LINE OF LOTS 7, 8, 9, AND 10, BLOCK 1 OF CREEKSIDE ESTATES - FIRST FILING, FOR 1492.26 FEET, TO THE POINT OF BEGINNING.

EXCEPT THE FOLLOWING ROADS LYING WITHIN THE ABOVE DESCRIBED PERIMETER:

1. E 159TH PLACE
2. JAMAICA DRIVE
3. HAVANA WAY
4. E 157TH COURT
5. E 158TH COURT
6. HAVANA COURT

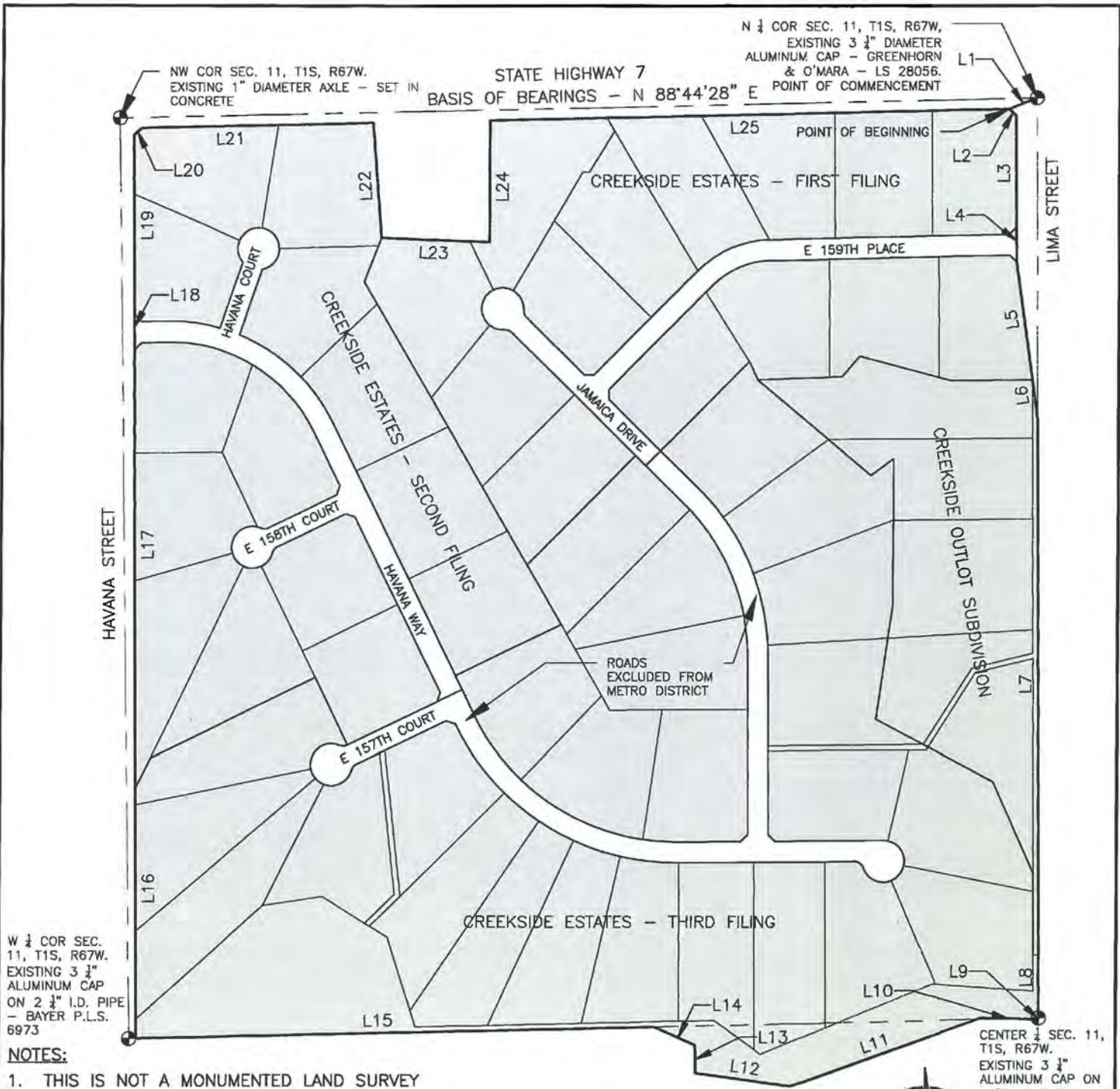
SAID PARCEL CONTAINS 143.112 ACRES, MORE OR LESS

BASIS OF BEARING

THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., ADAMS COUNTY, COLORADO, IS ASSUMED TO BEAR NORTH 88°44'28" EAST. MONUMENTED AT THE NORTHWEST CORNER BY AN EXISTING AXLE IN CONCRETE, AND AT THE NORTH QUARTER CORNER BY A 3 ¼" ALUMINUM CAP, LS 28056, AS SHOWN ON THE PLAT OF CREEKSIDE ESTATES - FIRST FILING, FILE 17, MAP 44, RECORD #1995030110214.

EXHIBIT B

District Boundary Map



NOTES:

1. THIS IS NOT A MONUMENTED LAND SURVEY
2. BEARINGS ARE ASSUMED BASED ON:

CREEKSIDE ESTATES - FIRST FILING, FILE 17, MAP 444, RECEPTION NUMBER 1995030110214,
 CREEKSIDE ESTATES - SECOND FILING, FILE 17, MAP 483, RECEPTION NUMBER 1996030141029,
 CREEKSIDE ESTATES - THIRD FILING, FILE 17, MAP 516, RECEPTION NUMBER 1996030173294,
 AND CREEKSIDE OUTLOT SUBDIVISION, FILE 17, MAP 477, RECEPTION NUMBER CO138738



SCALE: 1" = 400'
U.S. SURVEY FEET

**CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT
BOUNDARY MAP**

SHEET 1 OF 4



**LAMP RYNEARSON
& ASSOCIATES**

4715 Innovation Drive 970.226.0342 | P
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JAC	TDS	LAL	0417045.02	05-17-2018		

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Line Table		
Line #	Length	Direction
L1	85.89	S68° 17' 57"W
L2	28.06	S45° 48' 13"E
L3	320.00	S00° 20' 53"E
L4	100.00	S00° 20' 53"E
L5	341.99	S07° 52' 42"E
L6	115.83	S07° 52' 42"E
L7	1532.96	S00° 20' 53"E
L8	180.00	S00° 20' 53"E
L9	4.08	S00° 21' 09"E
L10	163.80	N88° 17' 09"W
L11	580.99	S70° 15' 21"W
L12	275.00	N82° 00' 00"W
L13	80.00	N02° 00' 00"W
L14	127.54	N65° 45' 00"W
L15	1485.02	S88° 42' 31"W
L16	714.89	N00° 26' 16"W
L17	1258.68	N00° 26' 16"W
L18	100.00	N00° 26' 16"W
L19	515.57	N00° 26' 20"W
L20	28.49	N44° 09' 06"E
L21	665.55	N88° 44' 28"E
L22	331.21	S04° 27' 55"E
L23	307.85	S87° 45' 58"E
L24	349.53	N00° 00' 00"E
L25	1492.26	N88° 44' 28"E

**CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT
BOUNDARY MAP**

SHEET 2 OF 4



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& ASSOCIATES

4715 Innovation Drive 970.226.0342 | P
Fort Collins, CO 80525 970.226.0879 | F
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EXHIBIT C-1

Vicinity Map and 3-Mile Radius Maps



**CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT
VICINITY MAP**



0 3000
SCALE: 1" = 3000'
U.S. SURVEY FEET

SHEET 1 OF 1

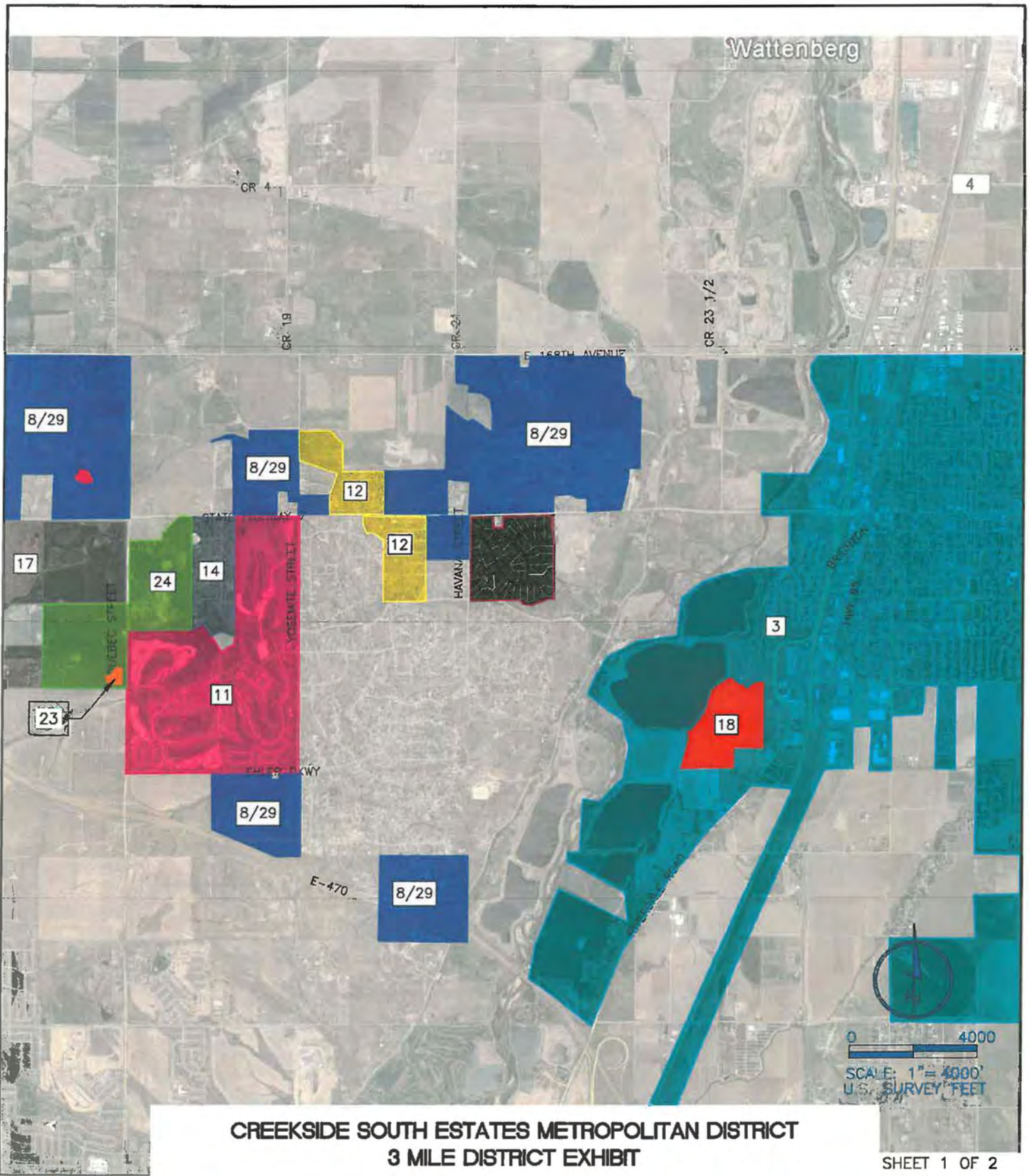


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& ASSOCIATES**

4715 Innovation Drive 970.226.0342 | P
Fort Collins, CO 80525 970.226.0879 | F
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**CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT
3 MILE DISTRICT EXHIBIT**

SHEET 1 OF 2



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Fort Collins, CO 80525 970.226.0879 | F
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CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT

1. ADAMS COUNTY	-	(NON PLOTTABLE)
2. ADAMS EAST METROPOLITAN DISTRICT	-	(OFF MAP)
3. BRIGHTON		
4. BRIGHTON URBAN RENEWAL AUTHORITY	-	(NON PLOTTABLE)
5. CENTRAL COLO GROUND WATER SUBD	-	(NON PLOTTABLE)
6. CENTRAL COLO WATER CONSERV	-	(NON PLOTTABLE)
7. CENTRAL COLO WELL AUGMENTATION	-	(NON PLOTTABLE)
8. EAGLE SHADOW METRO DIST NO 1		
9. FIRE DISTRICT 6 GREATER BRIGHTON	-	(NON PLOTTABLE)
10. FIRE DISTRICT 6 IGA	-	(NON PLOTTABLE)
11. HERITAGE TODD CREEK METRO DISTRICT		
12. HI-LAND ACRES WATER & SAN		
13. HI-LAND ACRES WATER&SAN BOND	-	(NON PLOTTABLE)
14. LAKEVIEW ESTATES WATER		
15. NORTH HOLLY METRO DISTRICT	-	(NON PLOTTABLE)
16. NORTH METRO FIRE BOND(FKA FD1B)	-	(NON PLOTTABLE)
17. NORTH METRO FIRE RESCUE FKA FIRE DIST.1		
18. PLATTE RIVER RANCH SOUTH METRO		
19. RANGEVIEW LIBRARY DISTRICT	-	(NON PLOTTABLE)
20. RIVERDALE PEAKS II METRO DISTRICT	-	(NON PLOTTABLE)
21. RTD	-	(NON PLOTTABLE)
22. School District 27-Brighton	-	(NON PLOTTABLE)
23. TALON POINTE COORDINATING METRO		
24. TALON POINTE METRO DIST		
25. THE LAKES METRO DIST NO 2	-	(NON PLOTTABLE)
26. THORNTON	-	(NON PLOTTABLE)
27. TIMBERLEAF METRO	-	(NON PLOTTABLE)
28. TODD CREEK FARMS 2	-	(NON PLOTTABLE)
29. TODD CREEK VILLAGE METRO		
30. TODD CREEK VILLAGE PARK & REC DISTRICT		
31. URBAN DRAINAGE & FLOOD CONTROL	-	(NON PLOTTABLE)
32. URBAN DRAINAGE SOUTH PLATTE	-	(NON PLOTTABLE)

CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT 3 MILE DISTRICT EXHIBIT

SHEET 2 OF 2



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& ASSOCIATES

4715 Innovation Drive 970.226.0342 | P
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EXHIBIT C-2

Proposed Services

The District proposes to provide the following services:

- **Ongoing Water Services** –The District proposes to provide water services with respect to the operation and maintenance of its potable and non-potable water distribution and transmission system within the District Boundaries.
- **Ongoing Storm Drainage Services** – The District proposes to provide storm drainage services with respect to the operation and maintenance of storm sewers, flood and surface drainage improvements including but not limited to, culverts, dams, retaining walls, access ways inlets, detention ponds and paving, roadside swales and curb and gutter within the District Boundaries. The District does not propose to provide storm drainage services with respect to any storm drainage improvements that are conveyed to the County or any other Alternative Service Provider.
- **Covenant Enforcement Services** –The District proposes to provide covenant enforcement and design review services within the District Boundaries in conformance with applicable State law.
- **Finance and Construction of Public Improvements** - The District proposes to provide for the financing and construction of all or a part of the Public Improvements described in **Exhibit D**.

EXHIBIT D

Cost Estimates

**OPINION OF PROBABLE COST
For
CREEKSIDE SOUTH METROPOLITAN DISTRICT
INFRASTRUCTURE IMPROVEMENTS COST**



**LAMP RYNEARSON
& ASSOCIATES**
ENGINEERS | SURVEYORS | PLANNERS

4715 Innovation Drive, Suite 100
Fort Collins, Colorado 80525
[P] 970.226.0342
[F] 970.226.0879
www.LRA-Inc.com

PN 0417020.01
2/26/2018
TDS



GROUNDWATER WELLS AND TREATMENT	\$1,074,364
POTABLE WATER DISTRIBUTION	\$711,740

TOTAL OPINION OF CONSTRUCTION COST	\$1,786,104
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Leaving a Legacy of Enduring Improvements to Our Communities - PURPOSE STATEMENT

ENGINEERS SURVEYORS PLANNERS

**OPINION OF PROBABLE COST
For
CREEKSIDE SOUTH METROPOLITAN DISTRICT
INFRASTRUCTURE IMPROVEMENTS COST**



**LAMP RYNEARSON
& ASSOCIATES**
ENGINEERS | SURVEYORS | PLANNERS

4715 Innovation Drive, Suite 100
Fort Collins, Colorado 80525
[P] 970.226.0342
[F] 970.226.0879
www.LRA-Inc.com

PN 0417045.02
2/28/2018
TDS

CLASSIFICATION	QUANTITY	UNIT	UNIT COST	CONST COSTS	ENG SOFT COSTS	CONST SOFT COSTS	CONTINGENCY	TOTAL
					10.0%	9.5%	10%	
GROUNDWATER WELLS AND TREATMENT								
Well - 1000' Total Depth	2	EA	\$250,000	\$500,000	\$50,000	\$47,500	\$55,000	\$652,500
Well Pump and 30 HP Motor	2	EA	\$13,200	\$26,400	\$2,640	\$2,508	\$2,904	\$34,452
Variable Frequency Drive	2	EA	\$10,000	\$20,000	\$2,000	\$1,900	\$2,200	\$26,100
Column Pipe	1,750	ft	\$15	\$26,250	\$2,625	\$2,494	\$2,888	\$34,256
Pitless Adapter	2	EA	\$11,850	\$23,700	\$2,370	\$2,252	\$2,607	\$30,929
Well Level Transducer and Cabling	2	EA	\$3,000	\$6,000	\$600	\$570	\$660	\$7,830
Well Airline	1,750	ft	\$0.50	\$875	\$88	\$83	\$96	\$1,142
3" PVC - Sch 40	1,785	ft	\$25	\$44,625	\$4,463	\$4,239	\$4,909	\$58,236
Precast Concrete Vault	1	EA	\$21,000	\$21,000	\$2,100	\$1,995	\$2,310	\$27,405
3" Mechanical Flow Meter	3	EA	\$720	\$2,160	\$216	\$205	\$238	\$2,819
Hypochlorite Dosing Pump	2	EA	\$567	\$1,133	\$113	\$108	\$125	\$1,479
Dosing Pump Control Module	2	EA	\$279	\$557	\$56	\$53	\$61	\$727
25,000 Gallon Storage Tank	1	EA	\$115,383	\$115,383	\$11,538	\$10,961	\$12,692	\$150,575
Tank Level Transducer & Transmitter	1	EA	\$2,077	\$2,077	\$208	\$197	\$228	\$2,710
Electrical I&C	1	EA	\$13,106	\$13,106	\$1,311	\$1,245	\$1,442	\$17,104
Water Rights Determination	1	EA	\$20,000	\$20,000	\$2,000	\$1,900	\$2,200	\$26,100
GROUNDWATER SUBTOTAL								\$1,074,364
POTABLE WATER DISTRIBUTION								
8" PVC - C900	8,255	ft	\$60	\$495,300	\$49,530	\$47,054	\$54,483	\$646,367
7.5 HP Booster Pump and VFD	2	EA	\$4,866	\$9,732	\$973	\$925	\$1,071	\$12,700
Pressure Transducer	2	EA	\$237	\$474	\$47	\$45	\$52	\$619
Gate Valve	18	EA	\$1,500	\$27,000	\$2,700	\$2,565	\$2,970	\$35,235
Blowoff Valve	6	EA	\$2,000	\$12,000	\$1,200	\$1,140	\$1,320	\$15,660
Electrical I&C	1	EA	\$889	\$889	\$89	\$84	\$98	\$1,160
DRINKING WATER SUBTOTAL								\$711,740
TOTAL OPINION OF DEVELOPMENT COST								\$1,786,104

Leaving a Legacy of Enduring Improvements to Our Communities - PURPOSE STATEMENT

ENGINEERS SURVEYORS PLANNERS

EXHIBIT E

Preliminary Engineering Survey and Location of Public Improvements

NW COR SEC. 11,
T1S, R67W.
EXISTING 1" DIAMETER
AXLE - SET IN
CONCRETE

N 1/4 COR SEC. 11, T1S, R67W,
EXISTING 3 1/2" DIAMETER
ALUMINUM CAP - GREENHORN
& O'MARA - LS 28056.

STATE HIGHWAY 7

CREEKSID ESTATES - FIRST FILING

E 159TH PLACE

HAVANA STREET

HAVANA COURT

CREEKSID ESTATES - SECOND FILING

JAMAICA DRIVE

CREEKSID OUTLOT SUBDIVISION

E 158TH COURT

HAVANA WAY

E 157TH COURT

CREEKSID ESTATES - THIRD FILING

E 1/4 COR SEC. 11,
T1S, R67W.
EXISTING 3 1/2" ALUMINUM CAP ON
2 1/2" I.D. PIPE -
BAYER P.L.S.
6973

CENTER 1/4 SEC. 11,
T1S, R67W.
EXISTING 3 1/2" ALUMINUM CAP ON
2 1/2" I.D. PIPE -
BAYER - PLS 6973



0 400

SCALE: 1" = 400'
U.S. SURVEY FEET

CREEKSID SOUTH ESTATES METROPOLITAN DISTRICT ROADWAY EXHIBIT

SHEET 1 OF 1



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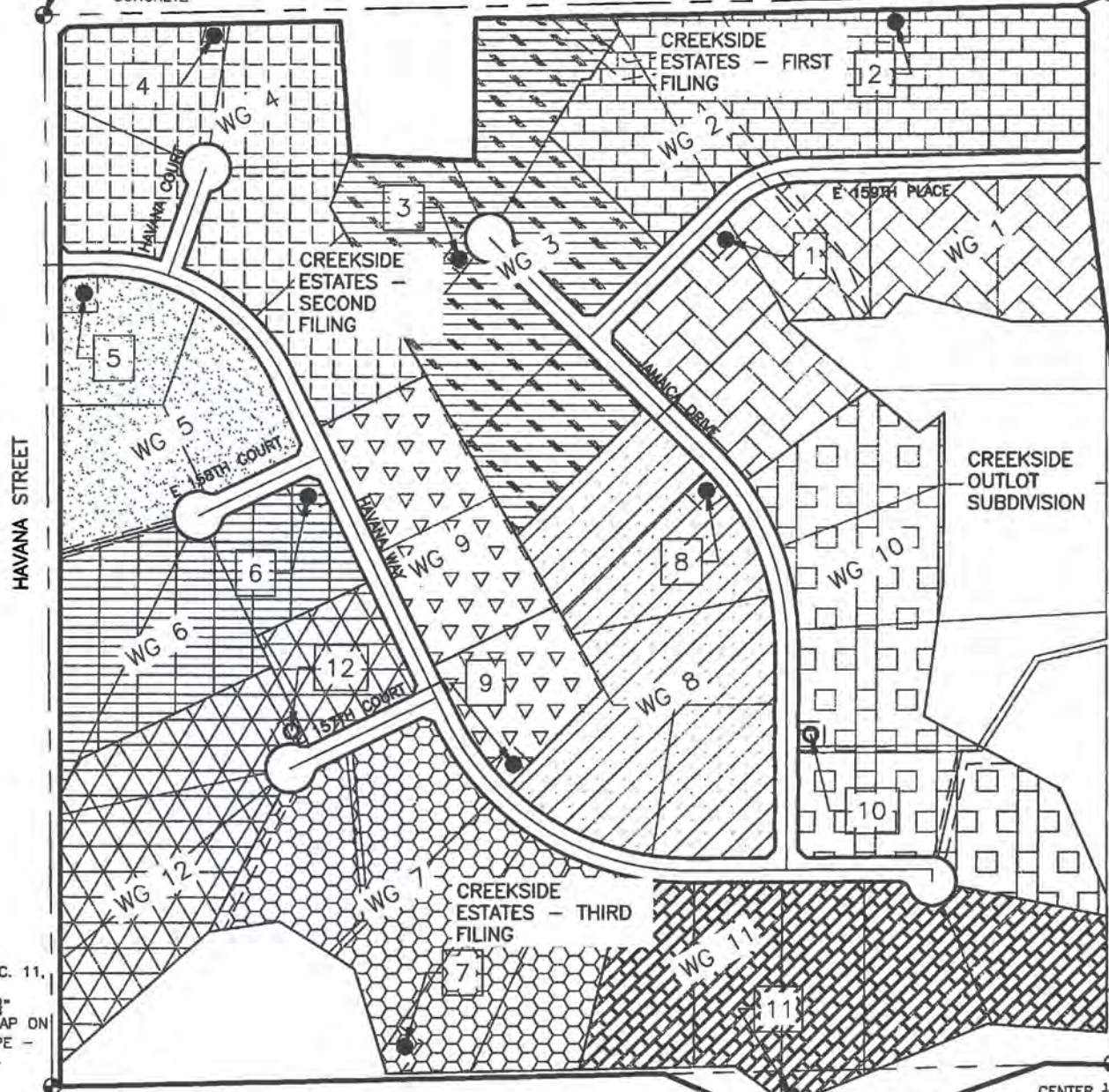
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JAC	TDS		0417045.02	05-17-2018		

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NW COR SEC. 11,
T1S, R67W.
EXISTING 1" DIAMETER
AXLE - SET IN
CONCRETE

N 1/4 COR SEC. 11, T1S, R67W.
EXISTING 3 1/4" DIAMETER
ALUMINUM CAP - GREENHORN
& O'MARA - LS 28056.

STATE HIGHWAY 7



E 1/4 COR SEC. 11,
T1S, R67W.
EXISTING 3 1/4" I.D. PIPE -
ALUMINUM CAP ON
BAYER P.L.S.
6973

CENTER 1/4 SEC. 11,
T1S, R67W.
EXISTING 3 1/4" I.D. PIPE -
ALUMINUM CAP ON
BAYER - PLS 6973



0 400
SCALE: 1" = 400'
U.S. SURVEY FEET

WG - WELL GROUP (1-12)
[X] - WELL NUMBER (1-12)

**CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT
EXISTING WELLS, CISTERNS AND PUMPS**

SHEET 1 OF 1



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NW COR SEC. 11,
T1S, R67W.
EXISTING 1" DIAMETER
AXLE - SET IN
CONCRETE

STATE HIGHWAY 7

N 1/4 COR SEC. 11, T1S, R67W,
EXISTING 3 1/2" DIAMETER
ALUMINUM CAP - GREENHORN
& O'MARA - LS 28056.

EXISTING WELL TO
BE ABANDONED
(TYP)

CREEKSIDE ESTATES -
FIRST FILING

E 158TH PLACE

CREEKSIDE
ESTATES -
SECOND
FILING

PROPOSED
WATER
DISTRIBUTION
LINE
(TYP)

CREEKSIDE
OUTLOT
SUBDIVISION

HAVANA STREET

E 158TH COURT

JAMAICA DRIVE

NEW 100
GPM WELL

NEW 100 GPM
WELL, CHLORINE
DOSING PUMP,
AND 25,000 GAL
STORAGE TANK.

3" RAW WATER
COLLECTION LINE

CREEKSIDE
ESTATES - THIRD
FILING

E 1/4 COR SEC. 11,
T1S, R67W.
EXISTING 3 1/2"
ALUMINUM CAP ON
2 1/2" I.D. PIPE -
BAYER P.L.S.
6973

CENTER 1/4 SEC. 11,
T1S, R67W.
EXISTING 3 1/2"
ALUMINUM CAP ON
2 1/2" I.D. PIPE -
BAYER - PLS 6973



SCALE: 1" = 400'
U.S. SURVEY FEET

[X] - WELL NUMBER (1-12)
TO BE ABANDONED

**CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT
PROPOSED WATER DISTRIBUTION SYSTEM**

SHEET 1 OF 1



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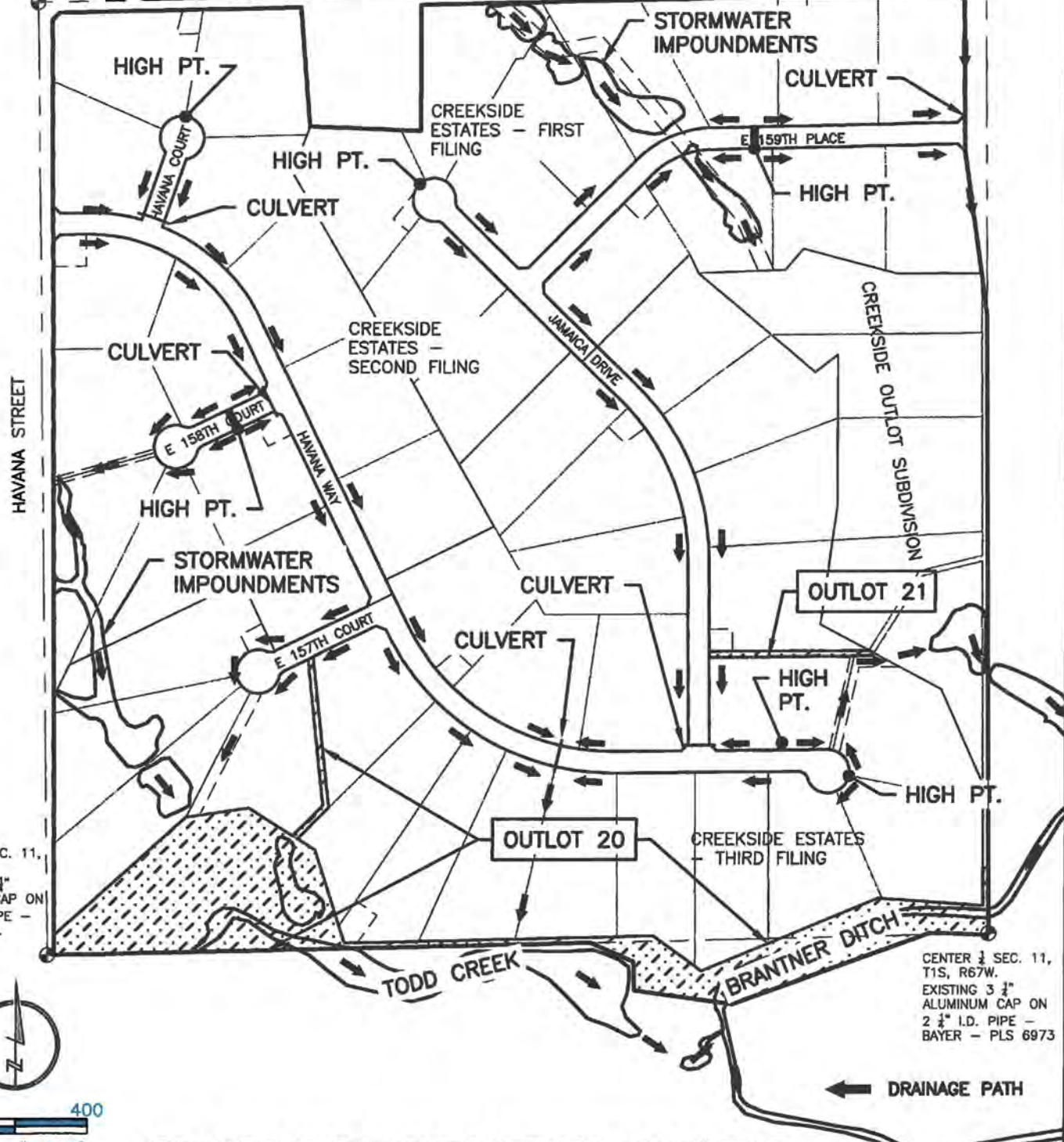
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NW COR SEC. 11,
T1S, R67W.
EXISTING 1" DIAMETER
AXLE - SET IN
CONCRETE

N 1/4 COR SEC. 11, T1S, R67W,
EXISTING 3 1/2" DIAMETER
ALUMINUM CAP - GREENHORN
& O'MARA - LS 28056.

STATE HIGHWAY 7



E 1/4 COR SEC. 11,
T1S, R67W.
EXISTING 3 1/2" ALUMINUM CAP ON
2 1/2" I.D. PIPE -
BAYER P.L.S.
6973

CENTER 1/4 SEC. 11,
T1S, R67W.
EXISTING 3 1/2" ALUMINUM CAP ON
2 1/2" I.D. PIPE -
BAYER - PLS 6973

**CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT
STORM SEWER EXHIBIT**

SHEET 1 OF 1



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EXHIBIT F

Financial Plan

May 24, 2018

Creekside South Estates Metropolitan District
c/o Jennifer Gruber Tanaka
White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122

RE: Proposed Creekside South Estates Metropolitan District

We have analyzed the bonding capacity for the proposed Creekside South Estates Metropolitan District (the "District"). The analysis presented summarizes and presents information provided by the County assessor and does not include independently verifying the accuracy of the information or assumptions.

Estimate of Potential Bonding Capacity

1. It is estimated that the District may issue a bond in March, 2019 with a par amount of \$2,197,000. The bond is modeled to carry an interest rate of 5.0% based on 30-year debt. At issuance, it is projected that the District will fund costs of issuance and a debt service reserve fund for the bond with bond proceeds. The remaining \$1,786,104 is projected to be used to pay for the costs of designing, constructing and installing public infrastructure that the District is authorized to provide.
2. The debt service mill levy target is 70 mills (with a cap of 91 mills for debt). Operations and maintenance expenses are expected to be funded from mills imposed by the District in an amount necessary to meet the operational and maintenance needs of the District.
3. Specific Ownership Tax revenues have been calculated based on applying a factor of 6.0% to annual property tax revenues (on both the Debt Service and Operations levies).
4. It is projected that 98% of property taxes levied will be collected and available to the District (for both the Debt Service and Operations levies).
5. It is projected that there will be a 2% biennial inflation rate on assessments. The bonding capacity could be higher if the rate of assessment inflation is greater or conversely lower if the inflation rate is below 2%.

The assumptions disclosed in the Financial Plan are based upon the certified assessed value provided by the County assessor and have not been independently reviewed by D.A. Davidson. Those assumptions identified are believed to be the significant factors in determining financial feasibility; however, they are likely not to be all-inclusive. There will be differences between forecasted and actual results, because events and circumstances frequently do not occur as projected, and those differences may be material. Key assumptions — like those relating to market values of real property improvements — are particularly sensitive in terms of the timing necessary to create the tax base for the District. A small variation in these variables, and to their timing, can have a large effect on the forecasted results. There is a high probability

that the forecasted results will differ from realized future tax base factors and such variations can be material. Additionally, other key assumptions relating to inflation, assessment ratios, interest rates, and infrastructure, administrative, and operating costs may, and likely will, vary from those projected.

Because D.A. Davidson has not independently evaluated or reviewed the assumptions that the financial model is based upon, we do not vouch for the achievability (and disclaim any opinion) of the information provided. Furthermore, because of the inherent nature of future events, which are subject to change and variation as events and circumstances change, the actual results may vary materially from the results presented here. D.A. Davidson has no responsibility or obligation to update this information or this financial model for events occurring after the date of this report.

Respectfully submitted,

D.A. DAVIDSON & CO. FIXED INCOME CAPITAL MARKETS



Zachary Bishop
Managing Director, Public Finance

CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT



Development Projection at 70.000 (target) District Mills for Debt Service -- 05/23/2018

Series 2019, L.T.G.O. Bonds, Non-Rated, \$1,786,104 Project, 130x, 30-yr. Maturity

YEAR	Total Res'l Units	<<<<<<< Residential >>>>>>>			< Platted/Developed Lots >			Total Assessed Value	District D/S Mill Levy [70.000 Target]	District D/S Mill Levy Collections @ 98%	District S.O. Taxes Collected @ 6%	Total Available Revenue
		Mkt Value Biennial Reasses'mt @ 2.0%	Manual Adj. ¹	Cumulative Market Value	As'ed Value ^a @ 7.20% of Market (2-yr lag)	Cumulative Market Value	As'ed Value @ 28.00% of Market (2-yr lag)					
2016	***		24,254,861	24,254,861		0						
2017	0			24,254,861		0				\$0	\$0	\$0
2018	0	485,097		24,739,958	1,746,350	0	\$1,746,350	70.000	119,800	0	0	0
2019	0			24,739,958	1,746,350	0	1,746,350	70.000	122,196	7,332	7,188	126,988
2020	0	484,799		25,234,758	1,781,277	0	1,781,277	70.000	122,196	7,332	7,332	129,527
2021	0			25,234,758	1,781,277	0	1,781,277	70.000	124,640	7,478	7,478	132,118
2022	0	504,695		25,739,453	1,816,903	0	1,816,903	70.000	127,132	7,628	7,628	134,760
2023	0			25,739,453	1,816,903	0	1,816,903	70.000	127,132	7,628	7,628	134,760
2024	0	514,789		26,254,242	1,853,241	0	1,853,241	70.000	129,675	7,780	7,780	137,455
2025	0			26,254,242	1,853,241	0	1,853,241	70.000	129,675	7,780	7,780	137,455
2026	0	525,085		26,779,327	1,890,305	0	1,890,305	70.000	132,268	7,936	7,936	140,205
2027	0			26,779,327	1,890,305	0	1,890,305	70.000	132,268	7,936	7,936	140,205
2028	0	535,587		27,314,913	1,928,112	0	1,928,112	70.000	134,914	8,095	8,095	143,009
2029	0			27,314,913	1,928,112	0	1,928,112	70.000	134,914	8,095	8,095	143,009
2030	0	546,298		27,861,211	1,966,674	0	1,966,674	70.000	137,612	8,257	8,257	145,869
2031	0			27,861,211	1,966,674	0	1,966,674	70.000	137,612	8,257	8,257	145,869
2032	0	557,224		28,418,436	2,006,007	0	2,006,007	70.000	140,364	8,422	8,422	148,786
2033	0			28,418,436	2,006,007	0	2,006,007	70.000	140,364	8,422	8,422	148,786
2034	0	568,369		28,986,804	2,046,127	0	2,046,127	70.000	143,172	8,590	8,590	151,762
2035	0			28,986,804	2,046,127	0	2,046,127	70.000	143,172	8,590	8,590	151,762
2036	0	579,736		29,566,540	2,087,050	0	2,087,050	70.000	146,035	8,762	8,762	154,797
2037	0			29,566,540	2,087,050	0	2,087,050	70.000	146,035	8,762	8,762	154,797
2038	0	591,331		30,157,871	2,128,791	0	2,128,791	70.000	148,956	8,937	8,937	157,893
2039	0			30,157,871	2,128,791	0	2,128,791	70.000	148,956	8,937	8,937	157,893
2040	0	603,157		30,761,029	2,171,367	0	2,171,367	70.000	151,935	9,116	9,116	161,051
2041	0			30,761,029	2,171,367	0	2,171,367	70.000	151,935	9,116	9,116	161,051
2042	0	615,221		31,376,249	2,214,794	0	2,214,794	70.000	154,974	9,298	9,298	164,272
2043	0			31,376,249	2,214,794	0	2,214,794	70.000	154,974	9,298	9,298	164,272
2044	0	627,525		32,003,774	2,259,090	0	2,259,090	70.000	158,073	9,484	9,484	167,557
2045	0			32,003,774	2,259,090	0	2,259,090	70.000	158,073	9,484	9,484	167,557
2046	0	640,075		32,643,850	2,304,272	0	2,304,272	70.000	161,235	9,674	9,674	170,809
2047	0			32,643,850	2,304,272	0	2,304,272	70.000	161,235	9,674	9,674	170,809
2048	0	652,877		33,296,727	2,350,357	0	2,350,357	70.000	161,235	9,674	9,674	170,809
	0	9,041,866	24,254,861						4,184,924	251,095		4,436,020

[1] Adj. to actual/prelim. AV

[*] RAR @ 7.96% thru 2017

CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT

Development Projection at 70.000 (target) District Mills for Debt Service -- 05/23/2018

Series 2019, L.T.G.O. Bonds, Non-Rated, \$1,786,104 Project, 130x, 30-yr. Maturity



YEAR	Net Available for Debt Svc	Ser. 2019 \$2,197,000 Par [Net \$1,786 MM] Net Debt Service	Annual Surplus	Surplus Release @ to \$219,700	Cumulative Surplus \$219,700 Target	Debt/ Assessed Ratio	Debt/ Act'l Value Ratio	Cov. of Net DS: @ 70.000 target
2016								
2017	\$0					0%	0%	0%
2018	0					0%	0%	0%
2019	126,988	\$82,388	44,600		44,600	123%	9%	154%
2020	129,527	128,850	677	0	45,277	122%	9%	101%
2021	129,527	127,900	1,627	0	46,905	119%	8%	101%
2022	132,118	130,950	1,168	0	48,073	118%	8%	101%
2023	132,118	130,800	1,318	0	49,391	114%	8%	101%
2024	134,760	133,600	1,160	0	50,551	112%	8%	101%
2025	134,760	133,200	1,560	0	52,111	109%	8%	101%
2026	137,455	135,750	1,705	0	53,816	107%	8%	101%
2027	137,455	136,100	1,355	0	55,172	103%	7%	101%
2028	140,205	139,350	855	0	56,028	101%	7%	101%
2029	140,205	139,350	855	0	56,881	97%	7%	101%
2030	143,009	141,250	1,759	0	58,640	95%	7%	101%
2031	143,009	141,950	1,059	0	59,698	90%	6%	101%
2032	145,869	144,500	1,369	0	61,067	86%	6%	101%
2033	145,869	144,800	1,069	0	62,136	83%	6%	101%
2034	148,786	147,950	836	0	62,972	80%	6%	101%
2035	148,786	147,800	986	0	63,958	75%	5%	101%
2036	151,762	150,500	1,262	0	65,220	72%	5%	101%
2037	151,762	149,900	1,862	0	67,082	67%	5%	101%
2038	154,797	153,150	1,647	0	68,729	63%	4%	101%
2039	154,797	153,050	1,747	0	70,477	58%	4%	101%
2040	157,893	156,750	1,143	0	71,620	53%	4%	101%
2041	157,893	156,050	1,843	0	73,463	48%	3%	101%
2042	161,051	159,150	1,901	0	75,364	43%	3%	101%
2043	161,051	159,850	1,201	0	76,565	37%	3%	101%
2044	164,272	162,250	2,022	0	78,587	32%	2%	101%
2045	164,272	163,250	1,022	0	79,609	26%	2%	101%
2046	167,557	165,900	1,657	0	81,266	20%	1%	101%
2047	167,557	166,100	1,457	0	82,723	14%	1%	101%
2048	170,909	168,850	2,059	84,782	0	0%	0%	101%
	4,436,020	4,351,238	84,782	84,782				

[DMay2216 19rvttD]

CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT

Operations Revenue and Expense Projection – 05/23/2018



YEAR	Total Assessed Value	Oper'n's Mill Levy	Total Collections @ 98%	Specific Ownership Tax @ 6%	Total Available For O&M	Less District Operations @ of \$300,000 Infl. @ 1% or max 168,000 mills	Developer Advances for Operations	Developer Repayment for Operations	Annual Surplus	Total Mills
2016										
2017										
2018										
2019	\$1,746,350	165.370	283,019	16,981	\$300,000	300,000	0	0	0	235.370
2020	1,781,277	163.749	285,849	17,151	303,000	303,000	0	0	0	233.749
2021	1,781,277	165.387	288,708	17,322	306,030	306,030	0	0	0	235.387
2022	1,816,903	163.765	291,595	17,496	309,090	309,090	0	0	0	233.765
2023	1,816,903	165.403	294,511	17,671	312,181	312,181	0	0	0	235.403
2024	1,853,241	163.781	297,456	17,847	315,303	315,303	0	0	0	233.781
2025	1,853,241	165.419	300,430	18,026	318,456	318,456	0	0	0	235.419
2026	1,890,305	163.797	303,435	18,206	321,641	321,641	0	0	0	233.797
2027	1,890,305	165.435	306,469	18,388	324,857	324,857	0	0	0	235.435
2028	1,928,112	163.813	309,534	18,572	328,106	328,106	0	0	0	233.813
2029	1,928,112	165.452	312,629	18,758	331,387	331,387	0	0	0	235.452
2030	1,966,674	163.830	315,755	18,945	334,701	334,701	0	0	0	233.830
2031	1,966,674	165.468	318,913	19,135	338,048	338,048	0	0	0	235.468
2032	2,006,007	163.846	322,102	19,326	341,428	341,428	0	0	0	233.846
2033	2,006,007	165.484	325,323	19,519	344,842	344,842	0	0	0	235.484
2034	2,046,127	163.862	328,576	19,715	348,291	348,291	0	0	0	233.862
2035	2,046,127	165.500	331,862	19,912	351,774	351,774	0	0	0	235.500
2036	2,087,050	163.878	335,180	20,111	355,291	355,291	0	0	0	233.878
2037	2,087,050	165.516	338,532	20,312	358,844	358,844	0	0	0	235.516
2038	2,128,791	163.894	341,918	20,515	362,433	362,433	0	0	0	233.894
2039	2,128,791	165.533	345,337	20,720	366,057	366,057	0	0	0	235.533
2040	2,171,367	163.910	348,790	20,927	369,718	369,718	0	0	0	233.910
2041	2,171,367	165.549	352,278	21,137	373,415	373,415	0	0	0	235.549
2042	2,214,794	163.926	355,801	21,348	377,149	377,149	0	0	0	233.926
2043	2,214,794	165.565	359,359	21,562	380,920	380,920	0	0	0	235.565
2044	2,259,090	163.942	362,952	21,777	384,730	384,730	0	0	0	233.942
2045	2,259,090	165.581	366,582	21,995	388,577	388,577	0	0	0	235.581
2046	2,304,272	163.958	370,248	22,215	392,463	392,463	0	0	0	233.958
2047	2,304,272	165.598	373,950	22,437	396,387	396,387	0	0	0	235.598
2048	2,350,357	163.974	377,690	22,661	400,351	400,351	0	0	0	233.974
			9,844,781	590,687	10,435,467	12,509,723	0	0	0	

SOURCES AND USES OF FUNDS

**CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2019
\$1,786,104 Project
Non-Rated, 30-yr. Maturity
[Preliminary – for discussion only]**

Dated Date 03/01/2019
Delivery Date 03/01/2019

Sources:

Bond Proceeds:	
Par Amount	2,197,000.00
	2,197,000.00

Uses:

Project Fund Deposits:	
Project Fund	1,786,104.00
Other Fund Deposits:	
Debt Service Reserve Fund	166,100.00
Cost of Issuance:	
Other Cost of Issuance	200,000.00
Delivery Date Expenses:	
Underwriter's Discount	43,940.00
Other Uses of Funds:	
Rounding Amount	856.00
	2,197,000.00

BOND SUMMARY STATISTICS

**CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2019**

\$1,786,104 Project

Non-Rated, 30-yr. Maturity

[Preliminary -- for discussion only]

Dated Date	03/01/2019
Delivery Date	03/01/2019
First Coupon	06/01/2019
Last Maturity	12/01/2048
Arbitrage Yield	5.000615%
True Interest Cost (TIC)	5.164344%
Net Interest Cost (NIC)	5.094685%
All-In TIC	5.978487%
Average Coupon	5.000000%
Average Life (years)	21.123
Weighted Average Maturity (years)	21.123
Duration of Issue (years)	12.594
Par Amount	2,197,000.00
Bond Proceeds	2,197,000.00
Total Interest	2,320,337.50
Net Interest	2,364,277.50
Bond Years from Dated Date	46,406,750.00
Bond Years from Delivery Date	46,406,750.00
Total Debt Service	4,517,337.50
Maximum Annual Debt Service	334,950.00
Average Annual Debt Service	151,843.28
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2048	2,197,000.00	100.000	5.000%	21.123	04/14/2040	3,383.38
	2,197,000.00			21.123		3,383.38

	TIC	All-In TIC	Arbitrage Yield
Par Value	2,197,000.00	2,197,000.00	2,197,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-43,940.00	-43,940.00	
- Cost of Issuance Expense		-200,000.00	
- Other Amounts			
Target Value	2,153,060.00	1,953,060.00	2,197,000.00
Target Date	03/01/2019	03/01/2019	03/01/2019
Yield	5.164344%	5.978487%	5.000615%

BOND DEBT SERVICE

**CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2019
\$1,786,104 Project
Non-Rated, 30-yr. Maturity
[Preliminary – for discussion only]**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2019			27,462.50	27,462.50	
12/01/2019			54,925.00	54,925.00	82,387.50
06/01/2020			54,925.00	54,925.00	
12/01/2020	19,000	5.000%	54,925.00	73,925.00	128,850.00
06/01/2021			54,450.00	54,450.00	
12/01/2021	19,000	5.000%	54,450.00	73,450.00	127,900.00
06/01/2022			53,975.00	53,975.00	
12/01/2022	23,000	5.000%	53,975.00	76,975.00	130,950.00
06/01/2023			53,400.00	53,400.00	
12/01/2023	24,000	5.000%	53,400.00	77,400.00	130,800.00
06/01/2024			52,800.00	52,800.00	
12/01/2024	28,000	5.000%	52,800.00	80,800.00	133,600.00
06/01/2025			52,100.00	52,100.00	
12/01/2025	29,000	5.000%	52,100.00	81,100.00	133,200.00
06/01/2026			51,375.00	51,375.00	
12/01/2026	33,000	5.000%	51,375.00	84,375.00	135,750.00
06/01/2027			50,550.00	50,550.00	
12/01/2027	35,000	5.000%	50,550.00	85,550.00	136,100.00
06/01/2028			49,675.00	49,675.00	
12/01/2028	40,000	5.000%	49,675.00	89,675.00	139,350.00
06/01/2029			48,675.00	48,675.00	
12/01/2029	42,000	5.000%	48,675.00	90,675.00	139,350.00
06/01/2030			47,625.00	47,625.00	
12/01/2030	46,000	5.000%	47,625.00	93,625.00	141,250.00
06/01/2031			46,475.00	46,475.00	
12/01/2031	49,000	5.000%	46,475.00	95,475.00	141,950.00
06/01/2032			45,250.00	45,250.00	
12/01/2032	54,000	5.000%	45,250.00	99,250.00	144,500.00
06/01/2033			43,900.00	43,900.00	
12/01/2033	57,000	5.000%	43,900.00	100,900.00	144,800.00
06/01/2034			42,475.00	42,475.00	
12/01/2034	63,000	5.000%	42,475.00	105,475.00	147,950.00
06/01/2035			40,900.00	40,900.00	
12/01/2035	66,000	5.000%	40,900.00	106,900.00	147,800.00
06/01/2036			39,250.00	39,250.00	
12/01/2036	72,000	5.000%	39,250.00	111,250.00	150,500.00
06/01/2037			37,450.00	37,450.00	
12/01/2037	75,000	5.000%	37,450.00	112,450.00	149,900.00
06/01/2038			35,575.00	35,575.00	
12/01/2038	82,000	5.000%	35,575.00	117,575.00	153,150.00
06/01/2039			33,525.00	33,525.00	
12/01/2039	86,000	5.000%	33,525.00	119,525.00	153,050.00
06/01/2040			31,375.00	31,375.00	
12/01/2040	94,000	5.000%	31,375.00	125,375.00	156,750.00
06/01/2041			29,025.00	29,025.00	
12/01/2041	98,000	5.000%	29,025.00	127,025.00	156,050.00
06/01/2042			26,575.00	26,575.00	
12/01/2042	106,000	5.000%	26,575.00	132,575.00	159,150.00
06/01/2043			23,925.00	23,925.00	
12/01/2043	112,000	5.000%	23,925.00	135,925.00	159,850.00
06/01/2044			21,125.00	21,125.00	
12/01/2044	120,000	5.000%	21,125.00	141,125.00	162,250.00
06/01/2045			18,125.00	18,125.00	
12/01/2045	127,000	5.000%	18,125.00	145,125.00	163,250.00
06/01/2046			14,950.00	14,950.00	
12/01/2046	136,000	5.000%	14,950.00	150,950.00	165,900.00
06/01/2047			11,550.00	11,550.00	
12/01/2047	143,000	5.000%	11,550.00	154,550.00	166,100.00
06/01/2048			7,975.00	7,975.00	
12/01/2048	319,000	5.000%	7,975.00	326,975.00	334,950.00
	2,197,000		2,320,337.50	4,517,337.50	4,517,337.50

NET DEBT SERVICE

**CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2019**

\$1,786,104 Project

Non-Rated, 30-yr. Maturity

[Preliminary -- for discussion only]

Period Ending	Principal	Interest	Total Debt Service	Debt Service Reserve Fund	Net Debt Service
12/01/2019		82,387.50	82,387.50		82,387.50
12/01/2020	19,000	109,850.00	128,850.00		128,850.00
12/01/2021	19,000	108,900.00	127,900.00		127,900.00
12/01/2022	23,000	107,950.00	130,950.00		130,950.00
12/01/2023	24,000	106,800.00	130,800.00		130,800.00
12/01/2024	28,000	105,600.00	133,600.00		133,600.00
12/01/2025	29,000	104,200.00	133,200.00		133,200.00
12/01/2026	33,000	102,750.00	135,750.00		135,750.00
12/01/2027	35,000	101,100.00	136,100.00		136,100.00
12/01/2028	40,000	99,350.00	139,350.00		139,350.00
12/01/2029	42,000	97,350.00	139,350.00		139,350.00
12/01/2030	46,000	95,250.00	141,250.00		141,250.00
12/01/2031	49,000	92,950.00	141,950.00		141,950.00
12/01/2032	54,000	90,500.00	144,500.00		144,500.00
12/01/2033	57,000	87,800.00	144,800.00		144,800.00
12/01/2034	63,000	84,950.00	147,950.00		147,950.00
12/01/2035	66,000	81,800.00	147,800.00		147,800.00
12/01/2036	72,000	78,500.00	150,500.00		150,500.00
12/01/2037	75,000	74,900.00	149,900.00		149,900.00
12/01/2038	82,000	71,150.00	153,150.00		153,150.00
12/01/2039	86,000	67,050.00	153,050.00		153,050.00
12/01/2040	94,000	62,750.00	156,750.00		156,750.00
12/01/2041	98,000	58,050.00	156,050.00		156,050.00
12/01/2042	106,000	53,150.00	159,150.00		159,150.00
12/01/2043	112,000	47,850.00	159,850.00		159,850.00
12/01/2044	120,000	42,250.00	162,250.00		162,250.00
12/01/2045	127,000	36,250.00	163,250.00		163,250.00
12/01/2046	136,000	29,900.00	165,900.00		165,900.00
12/01/2047	143,000	23,100.00	166,100.00		166,100.00
12/01/2048	319,000	15,950.00	334,950.00	166,100	168,850.00
	2,197,000	2,320,337.50	4,517,337.50	166,100	4,351,237.50

BOND SOLUTION

**CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2019**

\$1,786,104 Project

Non-Rated, 30-yr. Maturity

[Preliminary -- for discussion only]

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2019		82,388		82,388	126,988	44,600	154.13453%
12/01/2020	19,000	128,850		128,850	129,527	677	100.52568%
12/01/2021	19,000	127,900		127,900	129,527	1,627	101.27235%
12/01/2022	23,000	130,950		130,950	132,118	1,168	100.89186%
12/01/2023	24,000	130,800		130,800	132,118	1,318	101.00756%
12/01/2024	28,000	133,600		133,600	134,760	1,160	100.86844%
12/01/2025	29,000	133,200		133,200	134,760	1,560	101.17135%
12/01/2026	33,000	135,750		135,750	137,455	1,705	101.25632%
12/01/2027	35,000	136,100		136,100	137,455	1,355	100.99592%
12/01/2028	40,000	139,350		139,350	140,205	855	100.61325%
12/01/2029	42,000	139,350		139,350	140,205	855	100.61325%
12/01/2030	46,000	141,250		141,250	143,009	1,759	101.24506%
12/01/2031	49,000	141,950		141,950	143,009	1,059	100.74579%
12/01/2032	54,000	144,500		144,500	145,869	1,369	100.94728%
12/01/2033	57,000	144,800		144,800	145,869	1,069	100.73814%
12/01/2034	63,000	147,950		147,950	148,786	836	100.56519%
12/01/2035	66,000	147,800		147,800	148,786	986	100.66725%
12/01/2036	72,000	150,500		150,500	151,762	1,262	100.83849%
12/01/2037	75,000	149,900		149,900	151,762	1,862	101.24211%
12/01/2038	82,000	153,150		153,150	154,797	1,647	101.07552%
12/01/2039	86,000	153,050		153,050	154,797	1,747	101.14156%
12/01/2040	94,000	156,750		156,750	157,893	1,143	100.72925%
12/01/2041	98,000	156,050		156,050	157,893	1,843	101.18110%
12/01/2042	106,000	159,150		159,150	161,051	1,901	101.19445%
12/01/2043	112,000	159,850		159,850	161,051	1,201	100.75130%
12/01/2044	120,000	162,250		162,250	164,272	2,022	101.24621%
12/01/2045	127,000	163,250		163,250	164,272	1,022	100.62602%
12/01/2046	136,000	165,900		165,900	167,557	1,657	100.99905%
12/01/2047	143,000	166,100		166,100	167,557	1,457	100.87744%
12/01/2048	319,000	334,950	-166,100	168,850	170,909	2,059	101.21917%
	2,197,000	4,517,338	-166,100	4,351,238	4,436,020	84,782	

EXHIBIT G

List of Property Owners and Adjacent Owners

Property Owner Listing
 Crookside South Estates Metropolitan District

PARCELNO	ACCOUNTNO	MILINGADDRESS1	MILINGADDRESS2	CITY	STATECODE	ZIPCODE	PROVINCE	COUNTRY	STREETNO	PREDIRECTION	STREETNAME	STREETTYPE
0157111002001	R0008525	11299 E 159TH PL		BRIGHTON	CO	80602			11299	E	159TH	PL
0157111002002	R0008526	11077 E 159TH PL		BRIGHTON	CO	80602			11077	E	159TH	PL
0157111002003	R0008527		10855 E 159TH PL	BRIGHTON	CO	806027405			10955	E	159TH	PL
0157111002007	R0008531	15990 JAMAICA DRIVE		BRIGHTON	CO	80602			15990		JAMAICA	DR
0157111002004	R0008528		10933 E 159TH PL	BRIGHTON	CO	806027405			10933	E	159TH	PL
0157111002005	R0008529	10811 E 159TH PL		BRIGHTON	CO	80602			10811	E	159TH	PL
0157111002013	R0008537	15980 HAVANA COURT		BRIGHTON	CO	80602			15980		HAVANA	CT
0157111002012	R0008536	15991 HAVANA CT		BRIGHTON	CO	806027404			15991		HAVANA	CT
0157111002011	R0008535	15970 HAVANA WAY		BRIGHTON	CO	80602			15970		HAVANA	WAY
0157111002008	R0008530		15910 JAMAICA DR	BRIGHTON	CO	806027407			15910		JAMAICA	DR
0157111002009	R0008532	15985 JAMAICA DR		BRIGHTON	CO	806027407			15985		JAMAICA	DR
0157111002014	R0008538	15980 HAVANA WAY		BRIGHTON	CO	80602			15980		HAVANA	WAY
0157111003003	R0008544		10920 E 159TH PL	BRIGHTON	CO	806027406			10920	E	159TH	PL
0157111003004	R0008546	10810 E 159TH PL		BRIGHTON	CO	80602			10810	E	159TH	PL
0157111002015	R0008539		PO BOX 424	EASTLAKE	CO	806140424			15800		HAVANA	WAY
0157111002000	R0008533	15905 JAMAICA DR		BRIGHTON	CO	806027407			15905		JAMAICA	DR
0157111004001	R0008552	15925 HAVANA WAY		BRIGHTON	CO	806027411			15925		HAVANA	WAY
0157111004002	R0008553		15855 HAVANA WAY	BRIGHTON	CO	806027411			15855		HAVANA	WAY
0157111004005	R0008556	10561 E 158TH CT		BRIGHTON	CO	80602			10561	E	158TH	CT
0157111004007	R0008558	15745 HAVANA WAY		BRIGHTON	CO	806027402			15745		HAVANA	WAY
0157111002021	R0106786	15726 JAMAICA DR		BRIGHTON	CO	80602			15726		JAMAICA	DR
0157111003014	R0106789		15700 JAMAICA DR	BRIGHTON	CO	806027416			15700		JAMAICA	DR
0157111002018	R0106785		15710 HAVANA WAY	BRIGHTON	CO	806027401			15710		HAVANA	WAY
0157111003029	R0106779	10655 E 157TH CT		BRIGHTON	CO	806027434			10655	E	157TH	CT
0157111002010	R0108502	15670 HAVANA WAY		BRIGHTON	CO	806027409			15670		HAVANA	WAY
0157111002020	R0108503		15650 HAVANA WAY	BRIGHTON	CO	806027409			15650		HAVANA	WAY
0157111003025	R0106777	15705 HAVANA WAY		BRIGHTON	CO	80602			15705		HAVANA	WAY
0157111003031	R0106791	10088 GRANITE HILL DR		PARKER	CO	80134			0			
0157111003015	R0106770	15630 HAVANA WAY		BRIGHTON	CO	80602			15630		HAVANA	WAY
0157111003016	R0108607	15610 HAVANA WAY		BRIGHTON	CO	80602			15610		HAVANA	WAY
0157111003028	R0106778	10700 E 157TH CT		BRIGHTON	CO	80602			10700	E	157TH	CT
0157111003028	R0106466	10625 E 157TH CT		BRIGHTON	CO	806027434			10625	E	157TH	CT
0157111003024	R0106778	15695 HAVANA WAY		BRIGHTON	CO	80602			15695		HAVANA	WAY
0157111003023	R0106775	15675 HAVANA WAY		BRIGHTON	CO	806027415			15675		HAVANA	WAY
0157111003017	R0108771	15605 HAVANA WAY		BRIGHTON	CO	80602			15605		HAVANA	WAY
0157111003027	R0108511	10800 E 157TH CT		BRIGHTON	CO	80602			10800	E	157TH	CT
0157111003001	R0008542	11200 E 159TH PL		BRIGHTON	CO	80602			11200	E	159TH	PL
0157111003002	R0008543	11040 E 159TH PL		BRIGHTON	CO	80602			11040	E	159TH	PL
0157111003011	R0108605	15820 JAMAICA DR		BRIGHTON	CO	80602			15820		JAMAICA	DR
0157111003008	R0008549	15700 JAMAICA DR		BRIGHTON	CO	80602			0			
0157111003009	R0008550	15610 HAVANA WAY		BRIGHTON	CO	80602			0			
0157111003006	R0008547	15750 JAMAICA DRIVE		BRIGHTON	CO	80602			0			
0157111003005	R0008546	15820 JAMAICA DR		BRIGHTON	CO	80602			0			
0157111002010	R0008534	15875 JAMAICA DR		BRIGHTON	CO	80602			15875		JAMAICA	DR
0157111002016	R0008540	15610 HAVANA WAY		BRIGHTON	CO	806027412			15610		HAVANA	WAY
0157111002023	R0108604	15825 JAMAICA DR		BRIGHTON	CO	80602			15825		JAMAICA	DR
0157111004003	R0008554	10541 E 158TH CT		BRIGHTON	CO	806027403			10541	E	158TH	CT
0157111004006	R0008557	15815 HAVANA WAY		BRIGHTON	CO	806027402			15815		HAVANA	WAY
0157111002022	R0106797		15775 JAMAICA DR	BRIGHTON	CO	806027417			15775		JAMAICA	DR
0157111002017	R0008541	15750 HAVANA WAY		BRIGHTON	CO	80601			15750		HAVANA	WAY
0157111004004	R0008555	10551 E 158TH CT		BRIGHTON	CO	80602			10551	E	158TH	CT
0157111003022	R0106774	15685 HAVANA WAY		BRIGHTON	CO	806027415			15685		HAVANA	WAY
0157111003021	R0106773	15655 HAVANA WAY		BRIGHTON	CO	80602			15655		HAVANA	WAY
0157111003018	R0108508		15635 HAVANA WAY	BRIGHTON	CO	806027408			15635		HAVANA	WAY
0157111003018	R0106772	15825 HAVANA WAY		BRIGHTON	CO	806027408			15825		HAVANA	WAY
0157111003020	R0106509	15645 HAVANA WAY		BRIGHTON	CO	80602			15645		HAVANA	WAY
0157111003030	R0106780	10086 GRANITE HILL DR		PARKER	CO	80134			0			
0157111003012	R0108506	15800 JAMAICA DR		BRIGHTON	CO	806027418			15800		JAMAICA	DR
0157111003013	R0108768	15760 JAMAICA DR		BRIGHTON	CO	80602			15760		JAMAICA	DR
0157111003010	R0008551	10088 GRANITE HILL DR		PARKER	CO	80134			0			
0157111003007	R0008548	15750 JAMAICA DRIVE		BRIGHTON	CO	80602			0			

Adjacent Property Owner Listing
 Creekside South Estate Metropolitan District

PARCEL NO	ACCOUNT NO	ADDRESS1	ADDRESS2	CITY	STATE	ZIP CODE	PRVINCIE	COUNTRY	STREET NO	PRE DIRECTION	STREET NAME	STREET TYPE	UNIT NAME
7	R0108764	15725 HAVANA ST		BRIGHTON	CO	8			15725		HAVANA	ST	
0	R0108763	15686 HAVANA ST		BRIGHTON	CO	80802			15686		HAVANA	ST	
1	R0152873	300 S 4TH AVE 3RD FL		BRIGHTON	CO	5			15659		HAVANA	ST	
0	R0114799		65948 E RD 48	STRASBURG	CO	5			15785		HAVANA	ST	
5	R0173400	9200 E MINERAL AVE STE 306		CENTENNIAL	CO	9			10450	E	196TH	CT	
0	R0108883	7501 VILLAGE SQUARE DR STE 205		CASTLE PINES	CO	0			0				
1	R0108903	7501 VILLAGE SQUARE DR STE 205		CASTLE PINES	CO	0			0				
0	R0108738	PO BOX 201553		DENVER	CO	3			0				
1	R0108737	PO BOX 201553		DENVER	CO	3			0				
2	R0108738	10750 E 161ST AVE		BRIGHTON	CO	8			10750	E	161ST	AVE	
3	R0108739	10800 E 161ST AVE		BRIGHTON	CO	8			10800	E	161ST	AVE	
4	R0108740	10840 E 161ST AVE		BRIGHTON	CO	8			10840	E	161ST	AVE	
5	R0108741	10880 E 161ST AVE		BRIGHTON	CO	8			10880	E	161ST	AVE	
6	R0108742	PO BOX 201553		DENVER	CO	3			10920	E	161ST	AVE	
7	R0108743	PO BOX 201553		DENVER	CO	3			10960	E	161ST	AVE	
8	R0108744	PO BOX 201553		DENVER	CO	3			11040	E	161ST	AVE	
9	R0108745		11080 E 161ST AVE	BRIGHTON	CO	7			11080	E	161ST	AVE	
1	R0114773	15635 HAVANA ST		BRIGHTON	CO	80802			15635		HAVANA	ST	
0	R0102471	15655 RIVERDALE RD		BRIGHTON	CO	6			15655		RIVERDALE	RD	
5	R0117574	4450 SOUTH ADAMS COUNTY PKWY	6TH FLOOR SUITE C6000A	BRIGHTON	CO	4			0				
6	R0175401		1401 FOCH ST STE 140	FORT WORTH	TX	8			10200	E	156TH	CT	
1	R0102472	15625 RIVERDALE RD		BRIGHTON	CO	6			15625		RIVERDALE	RD	

EXHIBIT H
Mill Levy of Overlapping Entities

Name	Tax Collection Year	Mill Levy
ADAMS COUNTY	2018	26.929
FIRE DISTRICT 6 GREATER BRIGHTON	2018	11.795
RANGEVIEW LIBRARY DISTRICT	2018	3.669
RTD	2018	0.000
School District 27-Brighton	2018	49.164
URBAN DRAINAGE & FLOOD CONTROL	2018	0.500
URBAN DRAINAGE SOUTH PLATTE	2018	0.057
Total		92.114

Exhibit C
Form DLG-60



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 14, 2018
SUBJECT: Abatement Hearings held on August 3, 2018
FROM: Meredith P. Van Horn, Assistant Adams County Attorney; Lorena D. Boston, CBOE/Abatement Coordinator
AGENCY/DEPARTMENT: County Attorney
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the recommendations of the August 3, 2018, Hearing Officer.

BACKGROUND:

On August 3, 2018, the Abatement Hearing officer convened to conduct property and personal property tax abatement hearings for abatement petitions received concerning tax years 2015, 2016 and 2017. The summary findings and recommendations of the Hearing Officer are attached hereto for approval and adoption.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Assessor's Office

ATTACHED DOCUMENTS:

Resolution
Summary Findings and Recommendations of the Hearing Officer

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION ADOPTING HEARING OFFICER'S RECOMMENDATIONS FOR
DECISION REGARDING PROPERTY TAX ABATEMENT PETITIONS

WHEREAS, pursuant to C.R.S. § 39-1-113 (1) and (1.7), the Adams County Board of County Commissioners is to hold hearings and make decisions on petitions for property tax abatement; and,

WHEREAS, a Hearing Officer duly appointed by the Adams County Board of County Commissioners in compliance with C.R.S. § 39-1-113(1) conducted property tax abatement hearings on August 03, 2018; and,

WHEREAS, the Hearing Officer has made findings and prepared recommendations to the Board of County Commissioners for consideration and final decision; and,

WHEREAS, those findings and recommendations are attached hereto as Exhibit A and are incorporated by reference as though fully set forth herein.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the findings and recommendations set forth in the abatement hearing summary, attached hereto as Exhibit A, are hereby adopted and confirmed.

BE IT FURTHER RESOLVED, that letters of decisions be mailed to the petitioners or their designated agent.

Category	Amount
Operating	100,000,000
Capital	50,000,000
Debt	20,000,000
Reserve	10,000,000
Other	5,000,000

Operating Budget

Item	Amount
Salaries	40,000,000
Benefits	10,000,000
Travel	5,000,000
Printing	2,000,000
Utilities	3,000,000
Repairs	1,000,000
Supplies	1,000,000
Other	1,000,000

Capital Budget

Item	Amount
Equipment	20,000,000
Construction	30,000,000

Debt Budget

Item	Amount
Interest	10,000,000
Principal	10,000,000

Reserve Budget

Item	Amount
Reserve	10,000,000

Other Budget

Item	Amount
Other	5,000,000

Total Budget

Item	Amount
Total	188,000,000



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 8/21/18
SUBJECT: Aggregate Industries Property Dedication
FROM: Nathan Mosley, Parks Director and Marc Pedrucci, Natural Resource Manager
AGENCY/DEPARTMENT: Parks and Open Space
HEARD AT STUDY SESSION ON : January 9, 2018
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO N/A
RECOMMENDED ACTION: That the County accepts a Quit Claim Deed from Aggregate Industries for a property dedication requirement from a CUP approval.

BACKGROUND:

The City of Thornton has taken ownership of the Hazeltine Mine site (north of 104th Avenue and east of S. Platte River) now that the mine operator Aggregate Industries has completed mining and converted the sand and gravel pit into a water storage facility. Aggregate Industries wishes to dedicate a Quit Claim Deed to the County for a 15-acre parcel along Brighton Road, which is a condition of the CUP that permitted the mining activity (case EXG2011-00004). The parcel will be managed as open space by the POSD and has the potential to be a trailhead connection to the S. Platte River Trail in the future. A Phase I Environmental Report for the 15-acre parcel was conducted and did not identify any recognized environmental conditions.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Parks & Open Space, Aggregate Industries, Community and Economic Development

ATTACHED DOCUMENTS:

1. Resolution
2. Quitclaim Deed
3. Resolution for case EXG2011-00004

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION TO ACCEPT A QUIT CLAIM DEED FROM AGGREGATE
INDUSTRIES FOR A 15-ACRE PARCEL OF LAND

WHEREAS, Aggregate Industries applied for a conditional use permit in order to allow for an extension of sand and gravel mining at the Hazeltine Mine (EXG2011-00004); and,

WHEREAS, Adams County approved the application subject to certain conditions; and,

WHEREAS, Condition #21 requires the dedication to the County of a certain 15-acre parcel of property upon completion of the mining operations; and,

WHEREAS, Aggregate Industries has completed mining operations at the Hazeltine Mine; and,

WHEREAS, Aggregate Industries now wishes to dedicate the aforementioned 15-acre parcel in accordance with the requirements of conditional use permit EXG2011-00004; and,

WHEREAS, Adams County wishes to accept a Quit Claim Deed from Aggregate Industries for the 15-acre parcel.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Quit Claim Deed from Aggregate Industries for a 15-acre parcel of land is hereby accepted.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, dated June 6, 2018 between **Aggregate Industries-WCR Inc.**, a Colorado corporation, whose address is 1687 Cole Blvd., Suite 300, Golden, CO 80401, formerly known as **CAMAS Colorado, Inc.**, Grantor, and the **Board of County Commissioners, County of Adams, State of Colorado**, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601, Grantee:

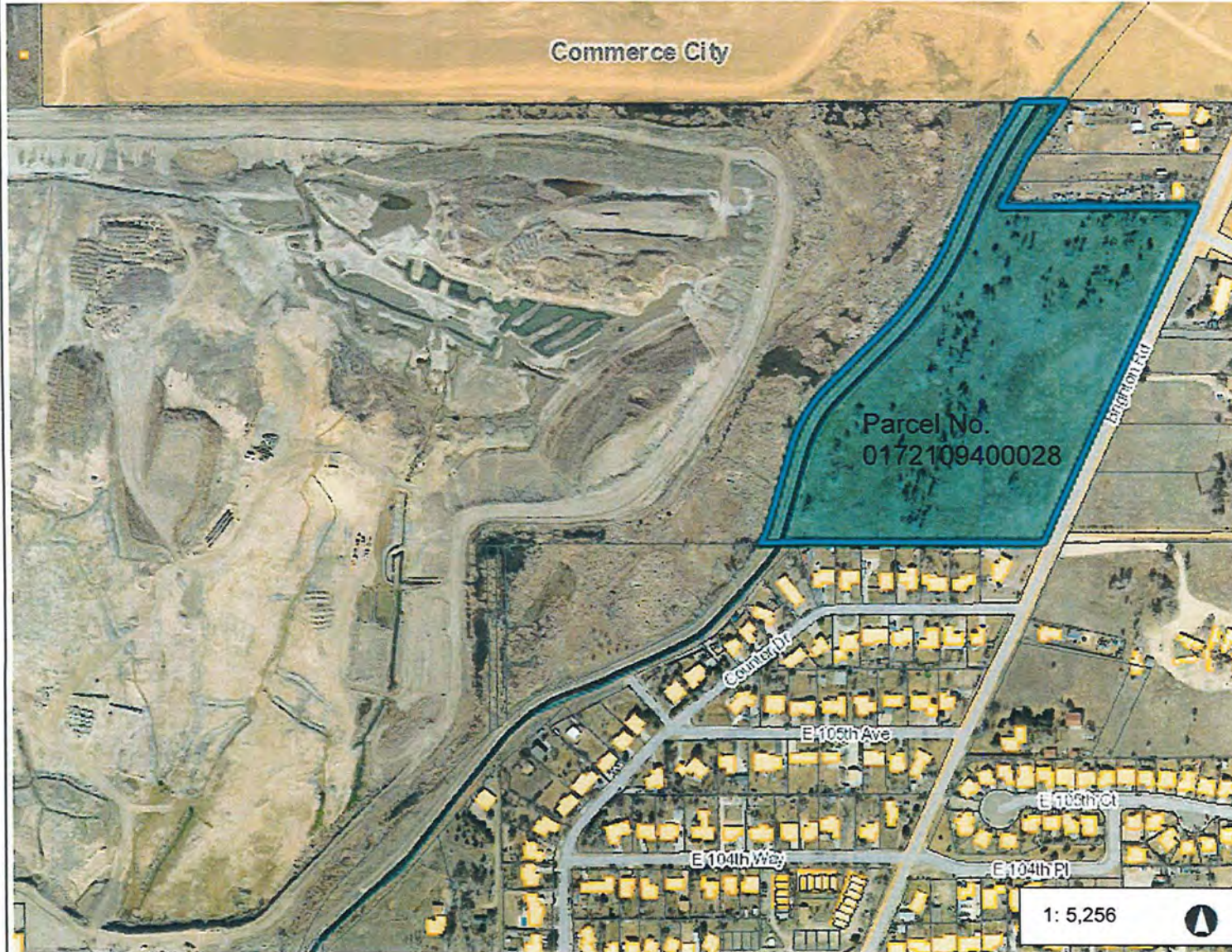
WITNESS, that Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells and QUITCLAIMS, unto Grantee, its successors and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to the property described in the Adams County Assessor's records as Parcel Number 0172109400028 in Thornton, CO, 80640-9059, also described in said records as: SECT,TWN,RNG:9-2-67 DESC: BEG 1323/88 FT N OF SW COR SEC 9 SD PT BEING THE SW COR N2 SW4 SD SEC TH CONT N ALG SD W LN 1323/88 FT TO W4 COR SD SEC TH E ALG C/L SD SEC 4915/60 FT TO WLY ROW OF BRIGHTON BLVD TH S 25D 30M W ALG SD WLY ROW 1457/70 FT TO A PT ON N LN S2 SE4 TH W ALG SD N LN 4283/64 FT TO POB EXC PARCS (REC NO 2016000113582) AND EXC RD 19/3228A, a single parcel comprising approximately 19 acres as generally shown on Quit Claim Deed - Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee, its successors and assigns forever.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

[Signature page follows]

Quit Claim Deed Exhibit A



Legend

- Lake
- River
- Parks and Open Space
- Highways**
 - Highways (5,000 - 10,000)
 - Interstate
 - Highway
 - Tollway
- Streets**
 - Streets (2,000 - 10,000)
 - Streets
 - Ramp
- Parcels
- Building
- County Boundary
- City**
 - Arvada
 - Aurora
 - Bennett
 - Brighton
 - Commerce City
 - Federal Heights
 - Lochbuie
 - Northglenn
 - Thornton
 - Westminster

1: 5,256

876.1 0 438.03 876.1 Feet

NAD_1983_StatePlane_Colorado_Central_FIPS_0502_Feet
© Latitude Geographics Group Ltd.

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

Notes
Aggregate Industries, WCR-Inc. to Board of County Commissioners, Adams Co., CO. That portion of Parcel No. 0172109400028 lying easterly of the Fulton Ditch Easement.

STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Administration Building in Brighton, Colorado on the 11th day of June, 2012 there were present:

W.R. "Skip" Fischer _____ Chairman
Alice J. Nichol _____ Commissioner
Erik Hansen _____ Commissioner
Jen Wascak _____ County Attorney
Keisha Hirsch, Deputy _____ Clerk of the Board

when the following proceedings, among others were held and done, to-wit:

RESOLUTION ADOPTING ZONING HEARING DECISION - CASE#EXG2011-00004 AI-FULTON WILDLIFE, JERONIMUS & HAZELTINE MINES

6
6
1

WHEREAS, on the 11th day of June, 2012, the Board of County Commissioners, held a public hearing on the application of Aggregate Industries Case #EXG2011-00004; and,

WHEREAS, this case involved an application for Major amendment to permits (078-99-ZCP, EXG2003-00001, and EXG2004-00005) to allow an extension in time for Major Excavation and Hauling of sand and gravel on the following described property:

LEGAL DESCRIPTION:

SECT, TWN, RNG: 9-2-67 DESC: RD ROW COM AT S4 COR OF SW4 OF SEC TH W 16 1/2 FT TH N 2640 FT TH E 16 1/2 FT TH S 2640 FT TO BEG 0/6A

APPROXIMATE LOCATION: 100th Avenue to 108th Avenue Alignment, East of the South Platte River

WHEREAS, substantial testimony was presented by members of the public and the applicant; and,

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that based upon the evidence presented at the hearing and the recommendations of the Department of Planning and Development and the Planning Commission, the application in this case be hereby **APPROVED** based upon the following findings of fact:

1. The conditional use is consistent with the purposes of the Adams County Development Standards and Regulations.
2. The conditional use is permitted in the applicable zone district.

3. The conditional use will comply with the requirements of the Adams County Development Standards and Regulations, including but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, is harmonious with the character of the neighborhood, will not be detrimental to the immediate area, will not be detrimental to the future development of the area, and will not be detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the proposed conditional use.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.

Condition Precedent:

1. The applicants shall contact the Adams County Public Works Department Floodplain Administrator in order to determine if the existing Floodplain Use Permits need to be amended. All necessary amendments shall be reviewed and approved prior to further mining.

Conditions:

1. All relevant conditions from Cases 078-99-ZCP, EXG2003-00001, and EXG2004-00005 shall become conditions of this case.
2. No storage or processing of materials that are buoyant, flammable, hazardous, explosive, or solid waste shall be allowed in the floodplain.
3. This site shall be used for mining only, with any additional uses to be added only after a Major Amendment to the Conditional Use.
4. Hours of operation, to include all uses on the site, shall be from 7:00 am to 7:00 pm Monday through Saturday.
5. The applicant shall install radar activated or white noise backup alarms for their equipment to minimize noise impacts to the area.
6. The applicant shall comply with all CDOT requirements as stated in their e-mail dated January 26, 2012.

7. The applicant shall comply with all Colorado Division of Water Resources requirements as stated in their letter dated December 20, 2011.
8. All complaints received by the applicant concerning impacts to offsite wells, and the resolution of those complaints, shall be conveyed to the Department of Planning and Development. Impacts to offsite water wells shall be responded to and resolved immediately by the applicant. Disputes concerning impacts to offsite water wells may be resolved by the Department of Planning and Development and may be justification for a Show Cause Hearing before the Adams County Board of County Commissioners.
9. Mining and Reclamation shall comply with Section 3-35 pertaining to the Mineral Conservation Overlay (MCO) and Section 4-09-02-03-01 pertaining to Extraction Uses, as adopted by Adams County under the Adams County Development Standards.
10. Any construction activity that disturbs one acre or more of land shall require a storm water permit.
11. Fugitive dust control mechanisms must be in place, and functioning at all times.
12. This site is subject to inspection from Adams County inspectors, during reasonable working hours. Adams County may give notice of inspection prior to the inspection.
13. All haul trucks shall cover their loads pursuant to C.R.S. 42-4-1407.
14. All fluid spills such as hydraulic and oil from maintenance of equipment, shall be removed and disposed of at a facility permitted for such disposal.
15. The mining operations shall be completed no later than June 30, 2017. Reclamation shall be completed by December 31, 2018.
16. One Hundred (100) feet of undisturbed material will be maintained from the Urban Drainage and Flood Control District (UDFCD) top of bank. Riverside protection must be installed prior to mining within 400 feet of the top of bank.
17. Mining activities less than 400 feet away from the UDFCD top-of-bank shall not be allowed without further approval of UDFCD and DMG.
18. Temporary overburden and topsoil stockpiles shall be placed a maximum of 30 feet in height and 100-foot width and 300 feet long with 100-foot gaps between piles. The piles shall be placed parallel to the overbank flow direction. The stockpiles or any other development within the floodway is prohibited.
19. The conveyor belt system must be maintained at all times. All rollers emitting high-pitched squealing noises must be immediately replaced or repaired. Adams County will be the final arbitrator regarding the intensity of noise emitting from the conveyor system.

20. All applicable Operational Standards found within the Adams County Development Standards and Regulations shall be followed.
21. The conveyance of the 15 acres between the Fulton Ditch and Brighton Road and labeled as Phase IA on the site plan and a trail dedication on the north and northeast boundaries shall be conveyed in a form acceptable to the Adams County Parks Department. The conveyance shall be completed prior to the mining deadline of June 30, 2017.
22. Landscaping shall be required to be installed on the south side of the mine along 104th Avenue. The final landscaping plan for this area shall be finalized during the permitting process for the future water reservoir.
23. Should Parks construct the trail prior to AI's construction of the spillway, Parks agrees to construct the section of trail that traverses the spillway area with temporary crusher fines donated by Aggregate Industries. Upon construction of the spillway that section of trail shall be replaced with concrete by Adams County.
24. Spillway design and construction schedules shall be provided to the Parks Department. The designs shall accommodate ADA and AASHTO standards to facilitate connection into the trail system.
25. The applicant shall notify the Planning Director for off-site hauling of material if and when: (1) Construction activities on SH44 (104th Avenue) preclude use of the conveyor; (2) It is necessary to haul excess overburden or topsoil material to off-site location(s); and (3) At the end of the mining, when the conveyor has been removed export material to either the existing plant on 100th Avenue or to another off-site plant, or to export material processed by a temporary on-site plant after the existing plant on 100th Avenue has been removed. The Planning Director shall require a Major or Minor Amendment to this permit in response to any requested changes with respect to truck hauling of aggregate material.
26. If fuel will be stored on this site:
 - All fuel storage at this site shall be provided with secondary containment, which complies with State of Colorado Oil Inspection Section Regulations; and
 - Fueling areas shall be separated from the rest of the site's surface area, and protected from storm water; and
 - Applicant shall provide a spill prevention plan and release prevention plan for fuel storage and fueling operations. Good housekeeping shall be practiced at this site. Spill and drip containment pans shall be emptied frequently and all spills shall be cleaned up and disposed of immediately at a facility permitted for such disposal.
27. An approximate 650 foot length of additional trail easement shall be conveyed to Adams County along the northwest property as determined by the Adams County Parks Department by December 31, 2012.

Notes to the Applicant:

1. All conditions precedent must be satisfied prior to commencing mining on the subject site. Proof that the concerns have been addressed will require a Notice to Proceed from the Department of Planning and Development before operations may commence.
2. All applicable requirements of the Zoning, Health, Building, Engineering and Fire Codes shall be adhered to with this request.
3. The end use of the site should endeavor to be a facility that has natural resource values as well as water storage. These uses may include but are not limited to public access fishing and public access for hiking & wildlife viewing.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Fischer _____ Aye
Nichol _____ Aye
Hansen _____ Aye
Commissioners

STATE OF COLORADO)
County of Adams)

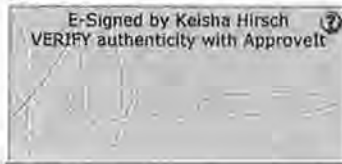
I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 11th day of June, A.D. 2012.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Karen Long:



By:



Deputy



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 21, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and Dennis C. Bolte and Patricia E. Bolte for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Jeffery Maxwell, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Dennis C. Bolte and Patricia E. Bolte for dedication of road right-of-way for \$595.00. 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
Right-of-way agreement.

FISCAL IMPACT:

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

Fund: 13
Cost Center: 3056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561827	\$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$1,000,000</u></u>

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

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

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS
COUNTY AND DENNIS C. BOLTE AND PATRICIA E. BOLTE, FOR PROPERTY
NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS
PROJECT

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project (“Project”); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps (“street improvements”) where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 8207 Conifer Road located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Dennis C. Bolte and Patricia E. Bolte (“Parcel 32”); and,

WHEREAS, Adams County requires ownership of Parcel 32 for construction of the street improvements; and,

WHEREAS, Dennis C. Bolte and Patricia E. Bolte are willing to sell Parcel 32 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 Dennis C. Bolte and Patricia E. Bolte, 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 **Dennis C. Bolte and Patricia E. Bolte** whose address is **PO Box 897, Morrison, CO 80465** (“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 **8207 Conifer Road, Denver, CO 80221** hereinafter (the “Property”) for the 2018 Miscellaneous Concrete and ADA Ramps Project (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 **FIVE HUNDRED NINETY-FIVE AND NO/100 DOLLARS (\$595.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$540.00 for the land dedication of road right-of-way, and \$55.00 for sod. 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 July 18, 2018.
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 County will remove approximately 50 square feet of lawn/sod. But the County has agreed to reimburse the owner the expense of the lost lawn/sod and made a part of this Agreement.

6. 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.
7. 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.
8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.
9. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner:

By: 
Dennis C. Bolte

By: 
Patricia E. Bolte

Date: 6/23/18

Date: 6/23/18

Approved:

BOARD OF COUNTY COMMISSIONERS-COUNTY OF ADAMS, STATE OF COLORADO

Chair

Date

Approved as to Form:

County Attorney

EXHIBIT "A"

**DEED FROM DENNIS AND PATRICIA BOLTE
TO
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

A parcel of land being a portion of Lot 11, Block 6, of the SHERRELWOOD ESTATES FILING NO. 7, a Subdivision recorded on February 24, 1960 in File No. 10 Map 352 Reception No. 602722 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Southeasterly Corner of said Lot 11, said point being the beginning of a nontangent curve concave Southerly and having a radius of 715.00 feet, said curve being the Southerly line of said Lot 11, thence Westerly along said curve to the left, and the Southerly line of said Lot 11 a distance of 10.00 feet through a central angle of 00°48'05", with a chord bearing North 66°31'56" West and a chord distance of 10.00 feet;

Thence leaving said Southerly line, North 68°30'28" East, a distance of 14.15 feet to the beginning of a nontangent curve concave Westerly and having a radius of 894.00 feet, said curve being the Easterly line of said Lot 11;

Thence Southerly along said curve to the right, and the Easterly line of said Lot 11, a distance of 10.00 feet through a central angle of 0°38'27", with a chord bearing South 23°32'52" West and a chord distance of 10.00 feet to the Point of Beginning.

Containing: 50 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado

Exhibit "B" attached and hereby made a part thereof.



EXHIBIT "B"



Ian Cortez

DENNIS AND PATRICIA BOLTE
LOT 11, BLOCK 6
SHERRELWOOD ESTATES FILING NO. 7
8207 CONIFER RD.
PN: 1719-27-3-13-011

CONIFER ROAD

MARIGOLD DRIVE

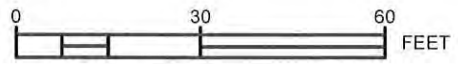
AREA=
50 S.F., ±

N68°30'28"E
14.15'

L=10.00'
R=894.00'
Δ=0°38'27"
ChBrg=S23°32'52"W
LC=10.00'

L=10.00'
R=715.00'
Δ=0°48'05"
ChBrg=N66°31'56"W
LC=10.00'

POINT OF
BEGINNING



SCALE: 1" = 30'



THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 21, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and Thomas Linenberger and Janice Linenberger for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Jeffery Maxwell, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Thomas Linenberger and Janice Linenberger for dedication of road right-of-way for \$595.00. 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
Right-of-way agreement.

FISCAL IMPACT:

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

Fund: 13
Cost Center: 3056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561827	\$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$1,000,000</u></u>

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

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

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS
COUNTY AND THOMAS LINENBERGER AND JANICE LINENBERGER, FOR
PROPERTY NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA
RAMPS PROJECT

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project (“Project”); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps (“street improvements”) where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 8327 Conifer Road located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Thomas Linenberger and Janice Linenberger (“Parcel 33”); and,

WHEREAS, Adams County requires ownership of Parcel 33 for construction of the street improvements; and,

WHEREAS, Thomas Linenberger and Janice Linenberger are willing to sell Parcel 33 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 Thomas Linenberger and Janice Linenberger, 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 **Thomas Linenberger and Janice Linenberger** whose address is **8327 Conifer Road, Denver, CO 80221** (“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 **8327 Conifer Road, Denver, CO 80221** hereinafter (the “Property”) for the 2018 Miscellaneous Concrete and ADA Ramps Project (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 **FIVE HUNDRED NINETY-FIVE AND NO/100 DOLLARS (\$595.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$540.00 for the land dedication of road right-of-way, and \$55.00 for sod. 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 July 18, 2018.
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 County will remove approximately 50 square feet of lawn/sod. But the County has agreed to reimburse the owner the expense of the lost lawn/sod and made a part of this Agreement.

6. 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.
7. 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.
8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.
9. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner:

By: Thomas Linenberger
Thomas Linenberger

By: Janice Linenberger
Janice Linenberger

Date: 06-21-2018

Date: 06-21-2018

Approved:

BOARD OF COUNTY COMMISSIONERS-COUNTY OF ADAMS, STATE OF COLORADO

Chair

Date

Approved as to Form:

County Attorney

EXHIBIT "A"

**DEED FROM THOMAS AND JANICE LINENBERGER
TO
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

A parcel of land being a portion of Lot 1 Block 6 of the SHERRELWOOD ESTATES FILING NO. 7, a Subdivision recorded on February 24, 1960 in File No. 10 Map 352 Reception No. 602722 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Northeasterly Corner of said Lot 1, thence South 00°18'16" East, along the Easterly line of said Lot 1, a distance of 10.00 feet;

Thence leaving said Easterly line, North 45°18'16" West, a distance of 14.14 feet to a point on the Northerly line of said Lot 1;

Thence North 89°41'44" East, along the Northerly line of said Lot 1, a distance of 10.00 feet to the Point of Beginning.

Containing: 50 square feet, more or less.

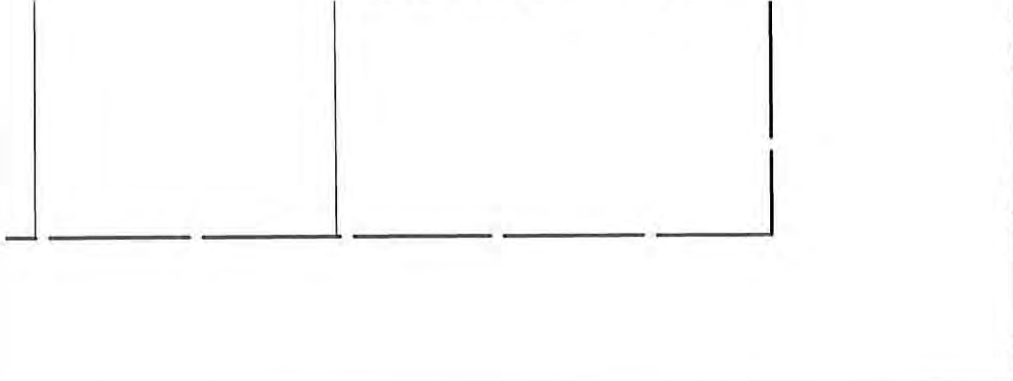
Legal description prepared by:

Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado

Exhibit "B" attached and hereby made a part thereof.



EXHIBIT "B"



W. 83rd WAY

N89°41'44"E
10.00'

POINT OF BEGINNING

N45°18'16"W
14.14'

S0°18'16"E
10.00'

AREA=
50 S.F., ±

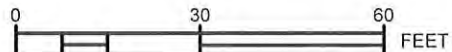
THOMAS AND JANICE LINENBERGER
LOT 1, BLOCK 6
SHERRELWOOD ESTATES FILING NO. 7

8327 CONIFER RD.
PN: 1719-27-3-13-021

CONIFER ROAD



Ian Cortez



SCALE: 1" = 30'



ADAMS COUNTY
COLORADO

THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 21, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and Veronica Munoz Contreras for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Jeffery Maxwell, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Veronica Munoz Contreras for dedication of road right-of-way for \$3,045.00. 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
Right-of-way agreement.

FISCAL IMPACT:

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

Fund: 13
Cost Center: 3056

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561827	\$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$1,000,000</u></u>

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

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

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS
COUNTY AND VERONICA MUNOZ CONTRERAS, FOR PROPERTY NECESSARY FOR
THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROJECT

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project (“Project”); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps (“street improvements”) where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 484 Sundown Lane located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Veronica Munoz Contreras (“Parcel 25”); and,

WHEREAS, Adams County requires ownership of Parcel 25 for construction of the street improvements; and,

WHEREAS, Veronica Munoz Contreras is willing to sell Parcel 25 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 Veronica Munoz Contreras, 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 **Veronica Monoz Contreras** whose address is **484 Sundown Lane, Denver, CO 80221** (“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 **484 Sundown Lane, Denver, CO 80221** hereinafter (the “Property”) for the 2018 Miscellaneous Concrete and ADA Ramps Project (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 **THREE THOUSAND FORTY-FIVE AND NO/100 DOLLARS (\$3,045.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$540.00 for the land dedication of road right-of-way, \$1755.00 for concrete barrier, \$510.00 for rock landscaping and \$240.00 to trim juniper bush. 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:

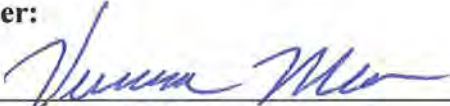
1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance 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 July 14, 2018.
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 County will remove approximately 15 lineal feet of concrete wall, approximately 3 cubic yards of 12-18 inch landscape rocks and a Juniper bush. But the County has

agreed to reimburse the owner the expense of the lost concrete wall, landscape stones and Juniper bus and made a part of this Agreement.

6. 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.
7. 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.
8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.
9. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner:

By: _____


Veronica Monoz Contreras

Date: _____

7/25/18

Approved:

BOARD OF COUNTY COMMISSIONERS-COUNTY OF ADAMS, STATE OF COLORADO

Chair

Date

Approved as to Form:

County Attorney

EXHIBIT "A"

**DEED FROM VERONICA MUNOZ CONTRERAS
TO
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

A parcel of land being a portion of Lot 23, Block 5, of the SHERRELWOOD ESTATES FILING NO. 8, a Subdivision recorded on November 8, 1962 in File No. 11 Map 11 Reception No. 679075 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Northeasterly Corner of said Lot 23, thence North 82°48'21" West, along the Northerly line of said Lot 23, a distance of 10.00 feet;

Thence leaving said Northerly line, South 39°43'42" East, a distance of 14.61 feet to the beginning of a nontangent curve concave Easterly and having a radius of 447.24 feet, said curve being the Easterly line of said Lot 23;

Thence Northerly along said curve to the right, and the Easterly line of said Lot 23, a distance of 10.00 feet through a central angle of 1°16'52", with a chord bearing North 3°20'57" East and a chord distance of 10.00 feet to the Point of Beginning.

Containing: 50 square feet, more or less.

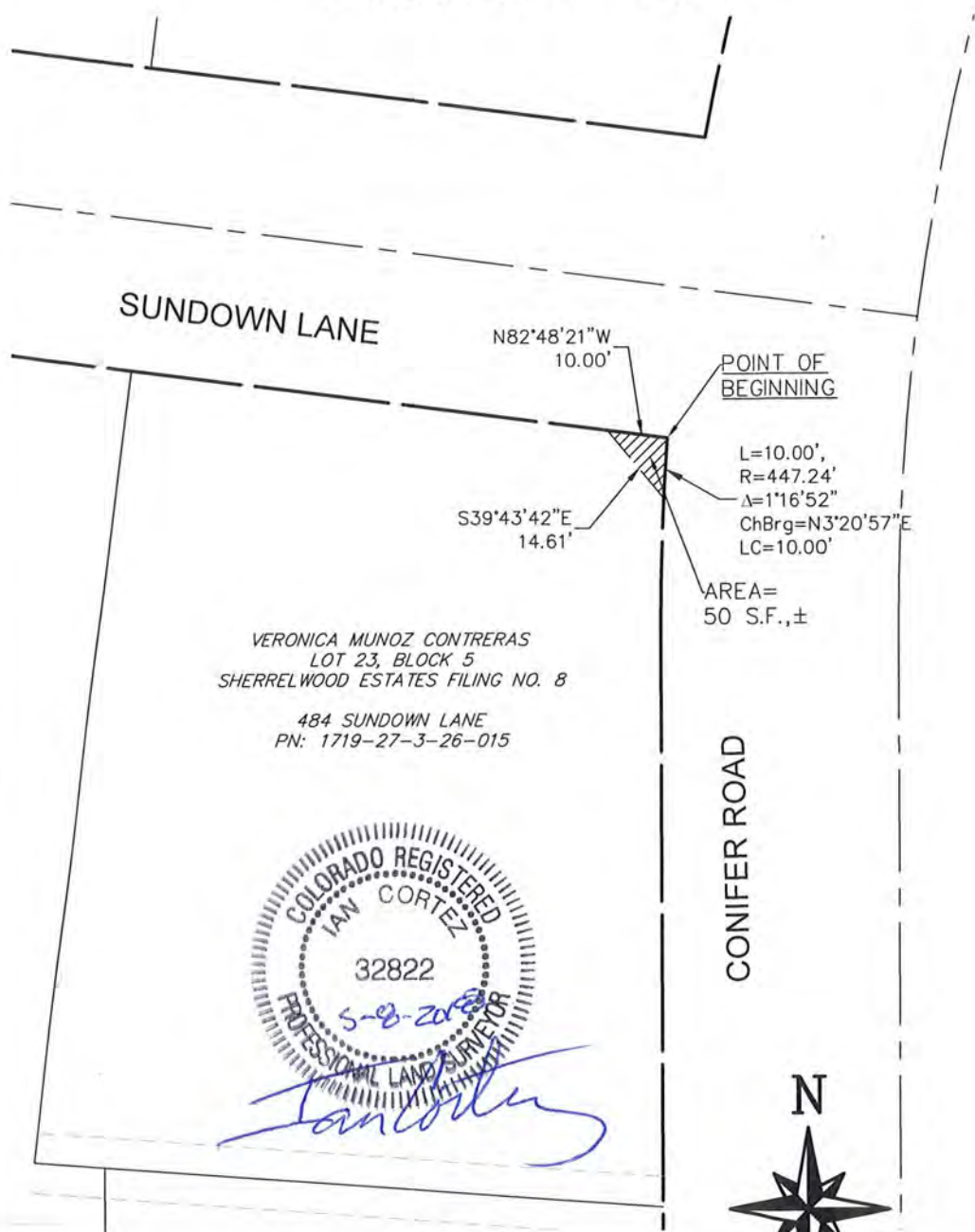
Legal description prepared by:

Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado

Exhibit "B" attached and hereby made a part thereof.



EXHIBIT "B"

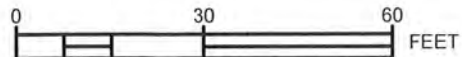


VERONICA MUNOZ CONTRERAS
LOT 23, BLOCK 5
SHERRELWOOD ESTATES FILING NO. 8

484 SUNDOWN LANE
PN: 1719-27-3-26-015



CONIFER ROAD



SCALE: 1" = 30'



THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 8/21/2018
SUBJECT: Amendment to MOU – Brighton Head Start Outdoor Playground
FROM: Nicci Beauprez, Land & Asset Coordinator
AGENCY/DEPARTMENT: Facilities & Fleet Management
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Amendment 1 to Memorandum of Understanding between Adams County Board of County Commissioners for the Adams County Head Start facility.

BACKGROUND:

Adams County currently leases space at 1850 Egbert St., Brighton, CO for its Head Start Facilities and Classroom. This space continues to offer services for Residents and their children in the area. Previously a Memorandum of Understanding (MOU) was established between Adams County and the City of Brighton for use of the neighboring Benedict Park as a playground space for the Head Start program. This Amendment 1 extends the MOU for playground use through June of 2023.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services
Head Start

ATTACHED DOCUMENTS:

Resolution
Amendment 1 to Memorandum of Understanding between the Adams County Board of County Commissioners for the Adams County Head Start Program and the City of Brighton effective 7/1/2018 thru 6/30/2023.

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT 1 TO MEMORANDUM OF
UNDERSTANDING BETWEEN THE ADAMS COUNTY BOARD OF
COUNTY COMMISSIONERS FOR THE ADAMS COUNTY HEAD START
PROGRAM AND THE CITY OF BRIGHTON FOR PLAYGROUND USE AT
BENEDICT PARK, BRIGHTON, CO

Resolution 2018-755

WHEREAS, Adams County previously held a Memorandum of Understanding in connection with its leased space at 1850 Egbert St., Brighton, CO, for use of an area within Benedict Park for one of its Head Start outdoor playgrounds; and,

WHEREAS, Adams County wishes to Amend the Memorandum of Understanding to extend the term for an additional (5) years from July 1, 2018 until June 30, 2023, pursuant to the terms and conditions of the attached Amendment 1; and,

WHEREAS, Adams County believes the proposed use of the lease space at Benedict Park is a legitimate governmental use as it has been used under the existing Memorandum of Understanding since 2008 for the same purpose and this will enhance the welfare of those residents and their children participating in the Head Start program.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Amendment 1 to the Memorandum of Understanding between Adams County and the City of Brighton, for Brighton's Head Start outdoor playground, a copy of which is attached hereto, be and hereby is approved.

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

**AMENDMENT 1 TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE ADAMS COUNTY BOARD OF COUNTY
COMMISSIONERS FOR THE ADAMS COUNTY HEAD START
PROGRAM AND THE CITY OF BRIGHTON**

THIS AMENDMENT 1 is made and entered into this 26 day of July, 2018, by and between Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado, 80601 ("County") and the City of Brighton, located at 500S. 4th Avenue, Brighton, Colorado, 80601 ("Brighton").

RECITALS

A. WHEREAS, by means of a 2008 Memorandum of Understanding ("MOU"), a copy of which is attached as Exhibit 1, Brighton agreed to allow County to construct and operate a small playground in Benedict Park for use by Head Start students enrolled at an adjacent building; and,

B. WHEREAS, the term of the MOU expired in June 2018; and,

C. WHEREAS, by means of this Amendment 1 the parties wish to extend the term of the MOU for five years.

NOW, therefore, in consideration of the promises, conditions and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following changes in the MOU:

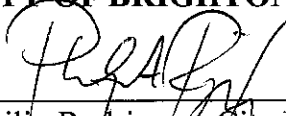
1. Section A. of the MOU, entitled "Term of the Memorandum of Understanding," is replaced in its entirety by the following:

The term of this Memorandum of Understanding shall be from July 1, 2018 through June 30, 2023.

2. Except as modified by this Amendment 1, the terms of the MOU shall remain in full force and effect.

IN WITNESS WHEREOF the Parties have executed this MOU on the date first written above.

CITY OF BRIGHTON



Philip Rodriguez, City Manager

ATTEST:



Natalie Hoel, City Clerk

Approved as to form:


City Attorney

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

Chair Date

ATTEST:

Deputy Clerk

Approved as to form:


Adams County Attorney's Office

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ADAMS COUNTY BOARD OF COMMISSIONERS
FOR THE ADAMS COUNTY HEAD START PROGRAM
AND
THE CITY OF BRIGHTON

WHEREAS, on behalf of Adams County, Colorado, the Board of County Commissioners (hereinafter "Adams County"), located at 450 South 4th Avenue, Brighton, CO 80601, is a grantee for the Adams County Head Start program (hereinafter "ACHS"); and,

WHEREAS, the City of Brighton (hereinafter "Brighton"), located at 22 South 4th Avenue, Brighton, CO 80601, owns property, located at 1750 Skeel Street, Brighton, CO 80601, upon which is situated Benedict Park; and,

WHEREAS, Adams County and Brighton desire to enter into a memorandum of understanding (the "MOU") concerning the use of a 46' x 84' area located in the northeast section of Benedict Park (directly south of the Brighton Lifelong Learning Center, located at 1850 Egbert Street, Brighton and directly east of the Brighton Outdoor Pool, located at 1201 Skeel Street, Brighton) for the ACHS outdoor playground area (hereinafter the "Playground Area"). The Playground Area is more particularly described in the site plan attached hereto as Exhibit "A" and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the recitals and representations set forth above, together with other good and sufficient consideration, the parties hereto agree as follows:

A. Term of the Memorandum of Understanding.

The term of this Memorandum of Understanding shall be from July 1, 2008 through June 30, 2018, which term may be extended for additional Ten year terms upon the mutual written agreement of all parties.

B. Responsibilities of Adams County Head Start (ACHS).

1. ACHS will provide age appropriate playground equipment and accompanying CPSC compliant, ADA accessible engineered wood fiber, professionally installed according to the manufacturer's recommendations. ACHS will be responsible for all expenses related to the installation of the playground equipment and wood fiber.

2. ACHS will enclose the Playground Area with six (6) foot high chain link fencing that is professionally installed. ACHS will be responsible for all expenses related to the installation of the chain link fence. ACHS shall be solely responsible for keeping the Playground Area secure during Regular Business Hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.).
3. ACHS shall be responsible for the ongoing maintenance and repair and replacement, if necessary, of playground equipment, wood fiber and fencing for the Playground Area.
4. ACHS shall be responsible for proper maintenance and landscaping within the enclosed Playground Area, including lawn mowing, weed control, plant and turf repair and replacement, and trash removal. ACHS will ensure the City of Brighton has access to the Playground Area for irrigation of the turf.
5. Adams County/ACHS hereby covenants to indemnify, defend and hold the City of Brighton and its officers, directors, members, employees, agents, successors and assigns harmless from any and all demands, claims, causes of action, liabilities, losses, damages or judgments for personal injury, death or property damage asserted or brought against the City of Brighton arising out of or connected with any activities conducted or performed by ACHS or its successors, assigns, agents or employees on the Playground Area.
6. The Playground Area shall be used exclusively by ACHS and any other program designated by ACHS during Regular Business Hours. ACHS reserves the right to secure the Playground Area from the general public during Regular Business Hours. The general public may utilize the Playground Area during non-Regular Business Hours.
7. In the event of vandalism, destruction or other abuses to the Playground Area by the general public during non-Regular Business Hours, ACHS reserves the right to completely exclude the general public from use of the Playground Area. Under such circumstances, ACHS will communicate with the City before it secures the Playground Area at all times and limits its availability solely to ACHS and programs specifically designated by ACHS.

C. Responsibilities of City of Brighton.

At no cost to ACHS, Brighton shall permit ACHS the sole use of the Playground Area for its Head Start outdoor playground area, as provided herein.

D. Mutual Understandings.

1. Adams County, Colorado, as grantee of the Adams County Head Start Program, is a "public entity" within the meaning of the Colorado Governmental Immunity Act (Act), § 24-10-101, et seq., C.R.S., as amended. Adams County shall at all times during the term of this Memorandum of Understanding maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its obligations under Colorado law.
2. Neither this Memorandum of Understanding, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by any party without the written consent of all of the parties.
3. Waiver of strict performance or the breach of any provision of this MOU shall not be deemed as a consent to or waiver of any other breach of the same or any other term or provision of this MOU, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible. No waiver shall be valid unless in writing, executed by the waiving Party and delivered to the other Party.
4. No party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
5. This Memorandum of Understanding contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by all of the parties hereto.
6. Paragraph headings are inserted for the convenience of reference only.
7. Nothing expressed or implied in this Memorandum of Understanding is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this agreement or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions in this Memorandum of Understanding made by and on behalf of the Board of County Commissioners for the Head Start program, and the City of Brighton shall be for their sole and exclusive benefit.
8. If any provision of this Memorandum of Understanding is determined to be unenforceable or invalid for any reason, the remainder of the agreement

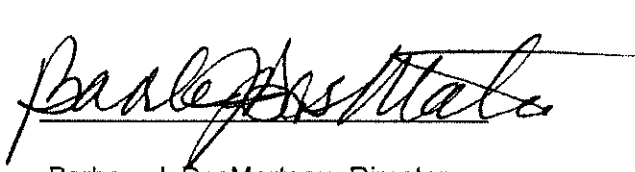
shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

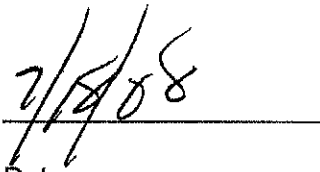
9. Each party represents and warrants that it has the power and authority to enter into this MOU, to grant the rights granted herein, and to perform the duties and obligations herein described.
10. TERMINATION OF AGREEMENT: This MOU may be terminated by either party upon thirty (30) days prior written notice in the event of the failure of any party to substantially perform in accordance with the terms of this MOU. If the MOU is terminated, the playground equipment in the Playground Area shall remain the property of ACHS. ACHS shall remove the playground equipment from the Playground Area at its own expense, within ninety (90) days of the termination date, and shall return the Playground Area to the condition as it existed prior to the this MOU.

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

BOARD OF COUNTY COMMISSIONERS

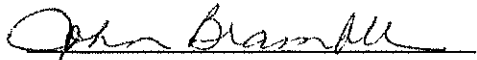
ADAMS COUNTY COLORADO



Barbara J. DesMarteau, Director


Date

Adams County Community & Economic Opportunity Department

CITY OF BRIGHTON, COLORADO


John Bramble, City Manager

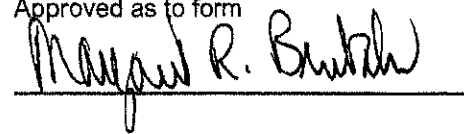

Date

DATE

Approved as to form

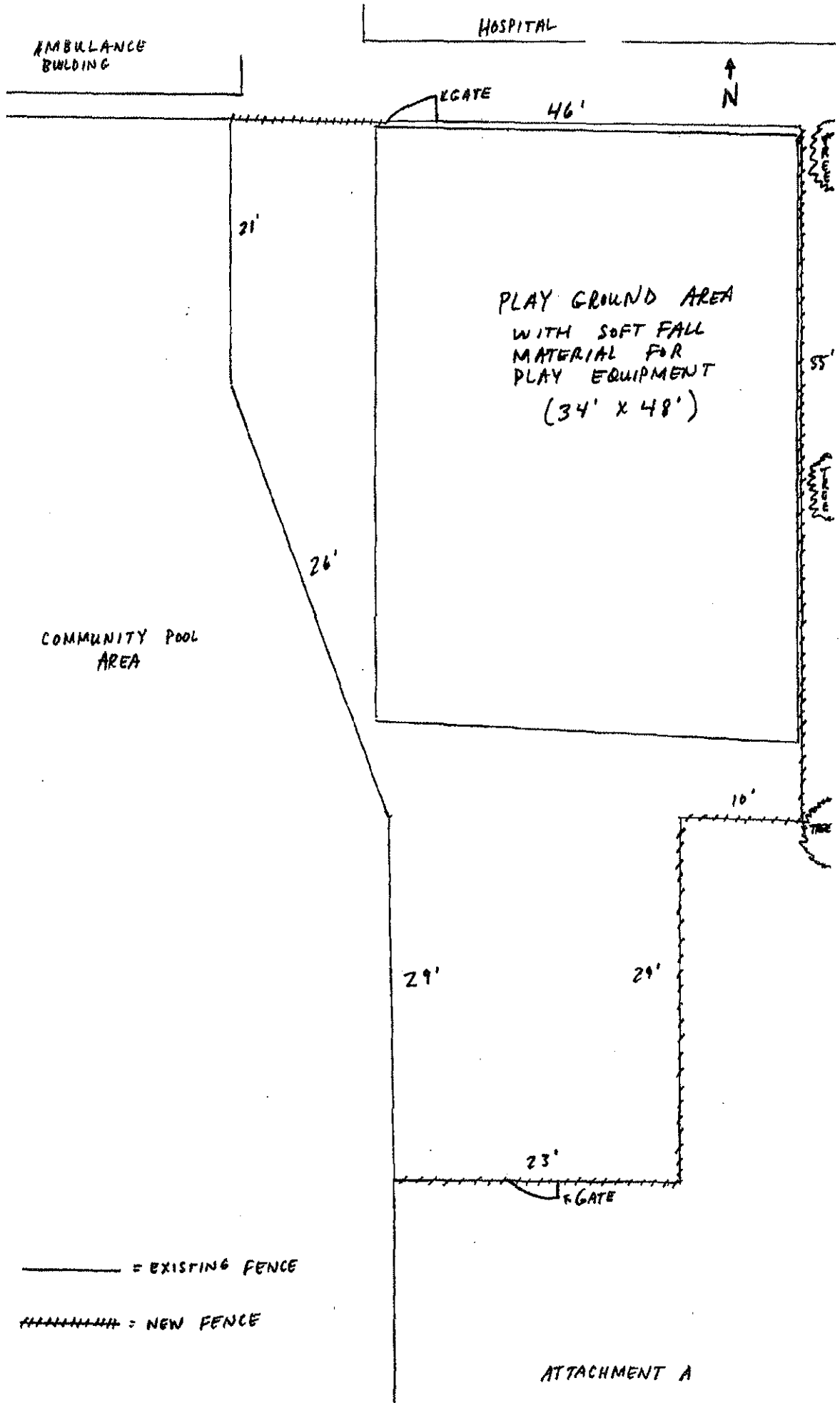


Approved as to form



Adams County Attorney's office

City of Brighton Attorney



ATTACHMENT A



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 8/21/2018
SUBJECT: Lease Renewal – Aurora Work Force
FROM: Nicci Beauprez, Land & Asset Coordinator
AGENCY/DEPARTMENT: Facilities & Fleet Management
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves Amendment to Lease Agreement between Adams County Board of County Commissioners and Chambers Holdings, LLC for Aurora Workforce Department office space at 3155 N Chambers Road, Aurora, CO.

BACKGROUND:

Adams County currently leases space at 3155 N Chambers Rd., Aurora, CO for its Aurora Work Force Department. This space continues to offer services for residents in the Aurora area and those surrounding areas in proximity of this location for Adams County Residents. Termination dates have been aligned with neighboring County sites to aid in Consolidations, Master Planning, and any plans for these offices and area.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services

ATTACHED DOCUMENTS:

Resolution
Amendment to Lease dated 7/10/2018, effective 9/1/2018 thru 8/31/2023

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT TO LEASE AGREEMENT
BETWEEN ADAMS COUNTY AND CHAMBERS HOLDINGS, LLC FOR
AURORA WORKFORCE DEPARTMENT OFFICE SPACE AT 3155 N.
CHAMBERS ROAD, AURORA, CO

Resolution 2018-756

WHEREAS, Adams County currently leases space at 3155 N. Chambers Road, Aurora, CO (the Property), for use as office space for one of its Aurora Work Force Department offices; and,

WHEREAS, Adams County wishes to renew the lease for the Property for an additional term of five (5) years from September 1, 2018 until August 31, 2023, pursuant to the terms and conditions of the attached Amendment to Lease, for an initial annual base rent of \$155,403.72; and,

WHEREAS, Adams County believes the proposed use of the lease space at the Property is a legitimate governmental use as it has been leased since 2013 for the same purpose and this will enhance the welfare of residents of Aurora and surrounding areas within Adams County.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Amendment to Lease Agreement between Adams County and Chambers Holdings, LLC, for Aurora Work Force Department office space at 3155 N. Chambers Road, Aurora, CO, a copy of which is attached hereto and incorporated herein by reference, be and hereby is approved.

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

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (this "Amendment") is entered into as of the 16th day of May, 2018, between CHAMBERS HOLDINGS, LLC, a Colorado limited liability company ("Landlord"), and Adams County, Colorado ("Tenant").

Recitals

A. Pursuant to a Lease Agreement dated as of January 14, 2013, (the "Lease Agreement"), Landlord has leased to Tenant and Tenant has leased from Landlord that certain office space known as Unit C, together with the non-exclusive right to use all public and Building Common Areas designated by Landlord from time to time for the use by tenants in the Building, said Premises being agreed, for the purpose of the Lease, to have an area of approximately 10,039 rentable square feet ("Rentable Square Feet") and being located at 3155 N. Chambers Road, Aurora, Colorado, situated in the business center commonly known as Commerce Center III (the "Building").

B. Landlord and Tenant wish to modify the Lease Agreement in certain respects.

Agreement

1. Initially capitalized defined terms used herein and defined in the Lease Agreement shall have the definitions contained in the Lease Agreement, unless otherwise defined herein.

2. Term. Landlord and Tenant agree to extend the Term of this Lease for an additional five (5) years, subject to the lease termination option outlined in Paragraph 6 below.

3. Base Rent. The Base Rent schedule for the five-year (5) extension shall be:

TERM:	Annual Base Rent PSF:	Annual Base Rent:	Monthly Base Rent:
9/7/2018 – 8/31/2019	\$ 15.48	\$ 155,403.72	\$ 12,950.31
9/1/2019 – 8/31/2020	\$ 15.87	\$ 159,288.81	\$ 13,276.58
9/1/2020 – 8/31/2021	\$ 16.26	\$ 163,271.03	\$ 13,602.85
9/1/2021 – 8/31/2022	\$ 16.67	\$ 167,352.81	\$ 13,945.84
9/1/2022 – 8/31/2023	\$ 17.09	\$ 171,536.63	\$ 14,297.21

4. Renewal Option: Tenant shall maintain the Lease Renewal rights as outlined in section 2.2 of the original Lease document.

5. Availability of Funds: The Lease Renewal Amendment would continue to provide – similar to the rights provided by Section 25.19 of the current Lease - that Payments made pursuant to the Lease Amendment, whether in whole or in part, would be 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, would become unavailable as determined by Tenant, then may Tenant terminate this Lease with ninety (90) days' written notice to Landlord. If the Tenant should cancel the Lease due to loss of funding, then Tenant would pay to Landlord a Cancellation Fee at the time the Cancellation goes into effect. The Cancellation Fee shall equal the then unamortized leasing commissions amortized at seven percent (7%) annual interest.

6. Termination Option. Tenant shall be granted a Tenant Termination right to cancel its Lease, similar to the termination rights granted as per Paragraph 25.20 of the current lease, allowing Tenant a continuing right to cancel its lease **at any time after August 31, 2021**, if Tenant has acquired or constructed a building that can accommodate its Social Service uses as are currently contained in 3155 Chambers Road Aurora, by providing not less than seven (7) months' advance written notice to Landlord. If the Tenant should cancel the Lease under this provision, then Tenant would pay to Landlord a Cancellation Fee at the time the Cancellation goes into effect equal to the then unamortized leasing commissions, amortized at seven percent (7%) annual interest.

7. Property Tax Exemption. Tenant intends to continue to apply for an exemption from the levy and collection of property taxes as allowed by Colorado HB 08-1395. To the extent such exemption is granted, it will apply to both Landlord and Tenant such that the property tax bill for the center will be correspondingly reduced by the same amount as the Tenant's exemption. Colorado HB 09-1365 requires that once the exemption is granted, the rent due by the governmental entity shall be reduced by an amount equal to the property tax exemption. Once the property tax exemption is granted, the rent reduction will be achieved by Landlord waiving the Tenant's obligation to pay its proportionate share of the Building's property taxes.

8. Non-Disturbance Subordination and Attornment Agreement. In this Lease Amendment, Section 25.22 of the Lease is affirmed.

9. Tenant Improvements. Landlord, at Landlord's sole cost, shall patch any drywall dings and then shall repaint the full interior of the Premises. This work shall be done on weekends or after normal business hours and may be staged over several weekends as may be required. Landlord shall utilize low VOC paint to minimize paint odors. Tenant shall move furniture as required to facilitate painting.

10. HVAC. Tenant shall, at Tenant's cost, be allowed to provide its own quarterly and/or other maintenance and repair services, by using its own maintenance staff or its own selected outside HVAC contractor, as required for all HVAC equipment installed on the Premises. Tenant shall not be charged any pro-rata share of HVAC maintenance or repair costs for any other non-Tenant units located at the Property. Tenant shall, at Tenant's cost, be allowed to add digital controls to the existing rooftop HVAC systems that will allow it to remotely manage and monitor this equipment Upon Vacancy Tenant will remove said digital and/or remote controls and restore unit operation to its original state or within a similar capacity as it was prior to the implementation of said controls. Tenant shall provide the Landlord with proof of insurance for any maintenance personal or contractors that will perform work at the property.

11. Rooftop Antenna. Tenant shall have the right, at its sole cost and expense, to install and operate a satellite antenna dish or other antenna(s), including cables thereto, on the roof of the Building at no additional charge to Tenant during the initial term of the Lease and all renewal periods. Landlord shall have the right to approve the size, location, manner and contractor for such rooftop antenna(s), as well as the right to limit the number and size of such equipment.

12. Illegal Alien Language. The Lease Amendment shall reaffirm language contained in Exhibit E to the current lease ("Illegal Alien Compliance").

13. Other Modifications. Except as expressly modified by this Amendment, the Lease Agreement remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

LANDLORD:

Chambers Holdings, LLC, a Colorado
limited liability company

By: Resolute Investments, Inc., a Colorado
corporation

Its: Managing Member

By: 

Name: Gary Rohr

Its: President


TENANT:

Adams County, Colorado

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM
COUNTY ATTORNEY




PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 8/21/2018
SUBJECT: Sale of Real Estate – Uneconomic Remainder
FROM: Nicci Beauprez, Land & asset Coordinator
AGENCY/DEPARTMENT: Facilities & Fleet Management
HEARD AT STUDY SESSION ON: 4/18/2018
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves Contract to Buy and Sell Real Estate between Adams County and Rocky Mountain Prestress, LLC. For land located at 5855 Pecos Street, Denver, CO.

BACKGROUND:

Adams County purchased this parcel in August of 2009 for \$273,000 for the Pecos Street Grade Separation Project. Upon completion of this project the parcel was left landlocked and considered an uneconomic remainder. The adjacent property owner approached the County to purchase this parcel. Staff brought this request to Study Session on 4/18/2018 and received direction to negotiate the sale. The County has received an offer to buy the property for \$330,000. Public Works and Facilities support the disposition of this parcel.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works
Facilities & Fleet Management

ATTACHED DOCUMENTS:

Resolution
Contract to Buy and Sell Real Estate between Adams County and Rocky Mountain Prestress, LLC for 5855 Pecos Street, Denver, CO.

FISCAL IMPACT:

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

Fund: 1
Cost Center: 1

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	6855		\$330,000
Total Revenues:			<u>\$330,000</u>

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CONTRACT TO BUY AND SELL REAL ESTATE
BETWEEN ADAMS COUNTY AND ROCKY MOUNTAIN PRESTRESS

Resolution 2018-757

WHEREAS, Adams County owns the commercial land located at 5855 Pecos Street, Denver, CO; and,

WHEREAS, by means of the attached Contract to Buy and Sell Real Estate, Adams County wishes to sell the property to Rocky Mountain Prestress (“Buyer”); and,

WHEREAS, the sale price for the property to be conveyed to the Buyer is three hundred thirty thousand dollars; and,

WHEREAS, Adams County purchased this parcel in August of 2009 for two hundred seventy-three thousand dollars for the Pecos Street Grade Separation Project. Upon completion of this project the parcel was left landlocked; and,

WHEREAS, the Buyer is an adjacent property owner, and through this transaction the landlocked parcel will be returned to beneficial use.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Contract to Buy and Sell Real Estate between Adams County and Rocky Mountain Prestress, a copy of which is attached hereto, is hereby approved,

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to execute said Contract to Buy and Sell Real Estate on behalf of Adams County.

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE
(COMMERCIAL)
 Property with No Residences
 Property with Residences-Residential Addendum Attached

Date: 7/10/2018

AGREEMENT

1. **AGREEMENT.** Buyer agrees to buy and Seller agrees to sell, the Property described below on the terms and conditions set forth in this contract (Contract).

2. **PARTIES AND PROPERTY.**

2.1. **Buyer.** Buyer, *Rocky Mountain Prestress LLC, a Colorado Limited Liability Company* or it permitted assigns, will take title to the Property described below as

Joint Tenants Tenants In Common Other .

2.2. **No Assignability.** This Contract Is Not assignable by Buyer unless otherwise specified in Additional Provisions.

2.3. **Seller.** Seller, *Adams County Colorado*, is the current owner of the Property described below.

2.4. **Property.** The Property is the following legally described real estate in the County of Denver, Colorado:

known as No. *5855 Pecos Street, Denver, CO 80221*,

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):

2.5.1. **Inclusions - Attached.** If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers (including remote controls). If checked, the following are owned by the Seller and included (leased items should be listed under **Due Diligence Documents**): None Solar Panels Water Softeners Security Systems Satellite Systems (including satellite dishes). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. **Inclusions - Not Attached.** If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. **Personal Property - Conveyance.** Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except .

Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

Initials VJK

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2.5.4. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price: **None.**

2.5.5. Parking and Storage Facilities. Use Only Ownership of the following parking facilities: ; and Use Only Ownership of the following storage facilities:

2.6. Exclusions. The following items are excluded (Exclusions):

2.7. Water Rights, Well Rights, Water and Sewer Taps.

2.7.1. Deeded Water Rights. The following legally described water rights:

Any deeded water rights will be conveyed by a good and sufficient deed at Closing.

2.7.2. Other Rights Relating to Water. The following rights relating to water not included in §§ 2.7.1, 2.7.3, 2.7.4 and 2.7.5, will be transferred to Buyer at Closing:

2.7.3. Well Rights. Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well," used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is **3723.**

2.7.4. Water Stock Certificates. The water stock certificates to be transferred at Closing are as follows:

2.7.5. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water), § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

3. DATES AND DEADLINES.

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	3 business days after MEC
Title			
2	§ 8.1	Record Title Deadline	10 days after MEC
3	§ 8.2	Record Title Objection Deadline	25 days after MEC
4	§ 8.3	Off-Record Title Deadline	15 days after MEC
5	§ 8.3	Off-Record Title Objection Deadline	25 days after MEC
6	§ 8.4	Title Resolution Deadline	28 days after MEC
7	§ 8.6	Right of First Refusal Deadline	Not Applicable.
Owners' Association			
8	§ 7.3	Association Documents Deadline	Not Applicable.
9	§ 7.4	Association Documents Objection Deadline	Not Applicable.
Seller's Property Disclosure			
10	§ 10.1	Seller's Property Disclosure Deadline	10 days after MEC
Loan and Credit			
11	§ 5.1	Loan Application Deadline	Not Applicable.
12	§ 5.2	Loan Objection Deadline	Not Applicable.
13	§ 5.3	Buyer's Credit Information Deadline	Not Applicable.
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	Not Applicable.

Initials VJK

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15	§ 5.4	Existing Loan Documents Deadline	<i>Not Applicable.</i>
16	§ 5.4	Existing Loan Documents Objection Deadline	<i>Not Applicable.</i>
17	§ 5.4	Loan Transfer Approval Deadline	<i>Not Applicable.</i>
18	§ 4.7	Seller or Private Financing Deadline	<i>Not Applicable.</i>
Appraisal			
19	§ 6.2	Appraisal Deadline	<i>Not Applicable.</i>
20	§ 6.2	Appraisal Objection Deadline	<i>Not Applicable.</i>
21	§ 6.2	Appraisal Resolution Deadline	<i>Not Applicable.</i>
Survey			
22	§ 9.1	New ILC or New Survey Deadline	<i>22 days after MEC</i>
23	§ 9.3	New ILC or New Survey Objection Deadline	<i>25 days after MEC</i>
24	§ 9.4	New ILC or New Survey Resolution Deadline	<i>28 days after MEC</i>
Inspection and Due Diligence			
25	§ 10.3	Inspection Objection Deadline	<i>25 days after MEC</i>
26	§ 10.3	Inspection Resolution Deadline	<i>28 days after MEC</i>
27	§ 10.5	Property Insurance Objection Deadline	<i>25 days after MEC</i>
28	§ 10.6	Due Diligence Documents Delivery Deadline	<i>10 days after MEC</i>
29	§ 10.6	Due Diligence Documents Objection Deadline	<i>25 days after MEC</i>
30	§ 10.6	Due Diligence Documents Resolution Deadline	<i>28 days after MEC</i>
31	§ 10.6	Environmental Inspection Objection Deadline	<i>28 days after MEC</i>
32	§ 10.6	ADA Evaluation Objection Deadline	<i>Not Applicable.</i>
33	§ 10.7	Conditional Sale Deadline	<i>Not Applicable.</i>
34	§ 11.1	Tenant Estoppel Statements Deadline	<i>Not Applicable.</i>
35	§ 11.2	Tenant Estoppel Statements Objection Deadline	<i>Not Applicable.</i>
Closing and Possession			
36	§ 12.3	Closing Date	<i>37 days after MEC</i>
37	§ 17	Possession Date	<i>37 days after MEC</i>
38	§ 17	Possession Time	<i>8:00 AM</i>
39	§ 28	Acceptance Deadline Date	
40	§ 28	Acceptance Deadline Time	
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3.1. Applicability of Terms. Any box checked in this Contract means the corresponding provision applies. Any box, blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision, including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	<i>\$330,000.00</i>	

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2	§ 4.3	Earnest Money		\$25,000.00
3	§ 4.5	New Loan		
4	§ 4.6	Assumption Balance		
5	§ 4.7	Private Financing		
6	§ 4.7	Seller Financing		
7	Addendum	Seller Credit 1		\$46,176.00
8	Addendum	Seller Credit 2		\$800.00
9	§ 4.4	Cash at Closing		\$258,024.00
10		TOTAL	\$330,000.00	\$330,000.00

4.2. Seller Concession. At Closing, Seller will credit to Buyer \$ 0 (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure, at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this section, in the form of a Wire of Good Funds, will be payable to and held by North American Title Company (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Return of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment; Available Funds. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**. Buyer represents that Buyer, as of the date of this Contract, Does Does Not have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan. (Omitted as inapplicable)

4.6. Assumption. (Omitted as inapplicable)

4.7. Seller or Private Financing. (Omitted as inapplicable)

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5. FINANCING CONDITIONS AND OBLIGATIONS. (Omitted as inapplicable)

5.3. Credit Information and Buyer's New Senior Loan. (Omitted as inapplicable)

5.4. Existing Loan Review. (Omitted as inapplicable)

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraisal Condition. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**, notwithstanding § 8.3 or § 13:

6.2.1.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraisal Value is less than the Purchase Price.

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline** (§ 3), this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

6.3. Lender Property Requirements. If the lender imposes any requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, Seller has the Right to Terminate under § 25.1, (notwithstanding § 10 of this Contract), on or before three days following Seller's receipt of the Lender Requirements, in Seller's sole subjective discretion. Seller's Right to Terminate in this § 6.3 does not apply if, on or before any termination by Seller pursuant to this § 6.3: (1) the parties enter into a written agreement regarding the Lender Requirements; or (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.

6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by Buyer Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. OWNERS' ASSOCIATION. This Section is applicable if the Property is located within a Common Interest Community and subject to such declaration.

7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY

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351 WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS
352 OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION
353 FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.
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355 **7.2. Owners' Association Documents.** Owners' Association Documents (Association
356 Documents) consist of the following:

357 **7.2.1.** All Owners' Association declarations, articles of incorporation, bylaws, articles of
358 organization, operating agreements, rules and regulations, party wall agreements;

359 **7.2.2.** Minutes of most recent annual owners' meeting;

360 **7.2.3.** Minutes of any directors' or managers' meetings during the six-month period
361 immediately preceding the date of this Contract. If none of the preceding minutes exist, then the most recent
362 minutes, if any (§§ 7.2.1, 7.2.2 and 7.2.3, collectively, Governing Documents); and

363 **7.2.4.** The most recent financial documents which consist of: (1) annual and most recent
364 balance sheet, (2) annual and most recent income and expenditures statement, (3) annual budget, (4) reserve
365 study, and (5) notice of unpaid assessments, if any (collectively, Financial Documents).
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367 **7.3. Association Documents to Buyer.**

368 **7.3.1. Seller to Provide Association Documents.** Seller is obligated to provide to Buyer the
369 Association Documents, at Seller's expense, on or before **Association Documents Deadline**. Seller
370 authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's
371 obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents,
372 regardless of who provides such documents.
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374 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents.
375 Buyer has the Right to Terminate under § 25.1, on or before **Association Documents Objection Deadline**,
376 based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective
377 discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer,
378 at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to Terminate received by Seller
379 on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the
380 Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller
381 after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does
382 not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association
383 Documents as satisfactory, and Buyer waives any Right to Terminate under this provision, notwithstanding the
384 provisions of § 8.6 (Right of First Refusal or Contract Approval).
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392 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

393 **8.1. Evidence of Record Title.**

394 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the
395 title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record**
396 **Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title
397 Commitment), in an amount equal to the Purchase Price, or if this box is checked, an **Abstract of Title**
398 certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as
399 soon as practicable at or after Closing.
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401 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the
402 title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record**
403 **Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title
404 Commitment), in an amount equal to the Purchase Price.
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406 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

407 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment **Will** **Will Not**
408 contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete
409 or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements,
410 (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time
411 of commitment to the date and time the deed is recorded), and (6) unpaid taxes, assessments and
412 unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid
413 by **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **Other** .
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416 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or
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421 delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require
422 a New Survey or New LLC, defined below, among other requirements for OEC. If the Title Insurance
423 Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.4 (Right to Object to Title,
424 Resolution).
425

426 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats,
427 declarations, covenants, conditions and restrictions burdening the Property, and (2) copies of any other
428 documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in
429 the Title Commitment furnished to Buyer (collectively, Title Documents).
430

431 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**,
432 copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of
433 the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the
434 documents required in this Section will be at the expense of the party or parties obligated to pay for the
435 owner's title insurance policy.
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437 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of
438 title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record**
439 **Title Deadline**.
440

441 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title
442 Commitment and any of the Title Documents as set forth in § 8.4 (Right to Object to Title, Resolution) on or
443 before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or
444 content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title
445 condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are
446 not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title
447 Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title
448 Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such
449 documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2)
450 any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title
451 Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2
452 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.4 (Right to Object to
453 Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required
454 by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title
455 Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the
456 Abstract of Title, Title Commitment and Title Documents as satisfactory.
457

458 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true
459 copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all
460 easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or
461 other title matters (including, without limitation, rights of first refusal and options) not shown by public records,
462 of which Seller has actual knowledge (Off-Record Matters). Buyer has the right to inspect the Property to
463 investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded
464 easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection
465 of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding §
466 8.2 and § 13), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title**
467 **Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer
468 has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record
469 Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3
470 (Off-Record Title), any title objection by Buyer and this Contract are governed by the provisions set forth in §
471 8.4 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of
472 Title Objection by the applicable deadline specified above, Buyer accepts title subject to such rights, if any, of
473 third parties of which Buyer has actual knowledge.
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475 **8.4. Right to Object to Title, Resolution.** Buyer's right to object to any title matters includes, but is
476 not limited to those matters set forth in §§ 8.2 (Record Title), 8.3 (Off-Record Title) and 13 (Transfer of Title), in
477 Buyer's sole subjective discretion. If Buyer objects to any title matter, on or before the applicable deadline,
478 Buyer has the following options:
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480 **8.4.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any
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title matter (Notice of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended to the earlier of Closing or ten days after receipt of the applicable documents by Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.4.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 25.1, on or before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective discretion.

8.5. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

Buyer has the Right to Terminate under § 25.1, on or before **Off-Record Title Objection Deadline**, based on any unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole subjective discretion.

8.6. Right of First Refusal or Contract Approval. If there is a right of first refusal on the Property or a right to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

8.7. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property, and various laws and governmental regulations concerning land use, development and environmental matters.

8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING

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8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.7.5. Title Insurance Exclusions. Matters set forth in this Section, and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record Title Objection Deadline**).

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, a **New Improvement Location Certificate (New ILC)** **New Survey** in the form of ALTA Survey is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. **Seller** **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: **Seller** **Buyer** or:

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title), and will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object to the **New ILC or New Survey**. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**.

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge, current as of the date of this Contract.

10.2. Disclosure of Latent Defects; Present Condition. Seller must disclose to Buyer any latent defects actually known by Seller. Seller agrees that disclosure of latent defects will be in writing. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an

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"As Is" condition, "Where Is" and "With All Faults."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Inspection Objection Deadline:**

10.3.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

10.3.2. Inspection Objection. Deliver to Seller a written description of any unsatisfactory physical condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this section survive the termination of this Contract. This § 10.4 does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the right to review and object to the availability, terms and conditions of and premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance Objection Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. If the respective box is checked, Seller agrees to deliver copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline:**

- 10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;
- 10.6.1.2.** Property tax bills for the last na years;
- 10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical, and structural systems, engineering reports, and permanent Certificates of Occupancy, to the extent now available;
- 10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;
- 10.6.1.5.** Operating statements for the past years;
- 10.6.1.6.** A rent roll accurate and correct to the date of this Contract;
- 10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):
- 10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet been completed and capital improvement work either scheduled or in process on the date of this Contract;
- 10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims

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which have been made for the past years;

10.6.1.10. Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3);

10.6.1.11. Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories, and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

10.6.1.12. Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

10.6.1.13. All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

10.6.1.14. Other documents and information:

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated;

or
10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

10.6.3. Zoning. Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. Seller Buyer will order or provide **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or , at the expense of Seller Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Objection Deadline** will be extended by 30 days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, Seller Buyer must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.5, Buyer has the Right to Terminate under § 25.1, on or before **Environmental Inspection Objection Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Objection Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

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10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as **Not Applicable**. Buyer has the Right to Terminate under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This § 10.7 is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

11. TENANT ESTOPPEL STATEMENTS.

11.1. Tenant Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must obtain and deliver to Buyer on or before **Tenant Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

- 11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;
- 11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;
- 11.1.3. The amount of any advance rentals paid, rent concessions given, and deposits paid to Seller;
- 11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;
- 11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and
- 11.1.6. That the Lease to which the Estoppel is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Tenant Estoppel Statements Objection. Buyer has the Right to Terminate under § 25.1, on or before **Tenant Estoppel Statements Objection Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Tenant Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's new loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions Are Are Not executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by **mutual agreement of the parties.**

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

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13. **TRANSFER OF TITLE.** Subject to tender of payment at Closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller must execute and deliver a good and sufficient **Special Warranty** deed to Buyer, at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as provided herein, title will be conveyed free and clear of all liens, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not. Title will be conveyed subject to:

13.1. Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with **Record Title**,

13.2. Distribution utility easements (including cable TV),

13.3. Those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge and which were accepted by Buyer in accordance with **Off-Record Title** and **New ILC or New Survey**,

13.4. Inclusion of the Property within any special taxing district, and

13.5. Any special assessment if the improvements were not installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, and

13.6. Other .

14. **PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid will be paid at or before Closing from the proceeds of this transaction or from any other source.

15. **CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**

15.1. **Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. **Closing Services Fee.** The fee for real estate closing services must be paid at Closing by Buyer Seller

One-Half by Buyer and One-Half by Seller

Other .

15.3. **Status Letter and Record Change Fees.** Any fees incident to the issuance of Association's

statement of assessments (Status Letter) must be paid by **None** **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller.** Any record change fee assessed by the Association including, but not limited to, ownership record transfer fees regardless of name or title of such fee (Association's Record Change Fee) must be paid by **None** **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller.**

15.4. **Local Transfer Tax.** **The Local Transfer Tax** of % of the Purchase Price must be paid at Closing by **None** **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller.**

15.5. **Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by **None** **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller.** The Private Transfer fee, whether one or more, is for the following association(s): in the total amount of % of the Purchase Price or \$.

15.6. **Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$ for:

Water Stock/Certificates Water District

Augmentation Membership Small Domestic Water Company and must be paid at Closing by **None** **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller**

15.7. **Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by **None** **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller.**

16. **PRORATIONS.** The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1. **Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on **Taxes for the Calendar Year Immediately Preceding Closing** **Most Recent Mill Levy and Most Recent Assessed Valuation**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or **Other .**

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16.2. Rents. Rents based on Rents Actually Received Accrued. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's obligations under such Leases.

16.3. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of Buyer Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents that the Association Assessments are currently payable at approximately \$ per and that there are no unpaid regular or special assessments against the Property except the current regular assessments and . Such assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to deliver to Buyer before **Closing Date** a current Status Letter.

16.4. Other Prorations. Water and sewer charges, propane, interest on continuing loan, and .

16.5. Final Settlement. Unless otherwise agreed in writing, these prorations are final.

17. POSSESSION. Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.7.

If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer for payment of \$ per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and **Possession Time** until possession is delivered.

GENERAL PROVISIONS

18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.

18.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

18.2. Computation of Period of Days, Deadline. In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included (e.g., three days after MEC). If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline Will Will Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

19.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date** if the Property is not repaired before **Closing Date** or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's

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981 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the
982 parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller
983 has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of
984 any deductible that applies to the insurance claim.

986 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and
987 communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or
988 plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is
989 earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size,
990 age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such
991 Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
992 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or
993 replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under §
994 25.1, on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair
995 or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer
996 receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing. Seller
997 and Buyer are aware of the existence of pre-owned home warranty programs that may be purchased and may
998 cover the repair or replacement of such Inclusions.

1000 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending
1001 condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly
1002 notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or
1003 before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer
1004 elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is
1005 entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of
1006 the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the
1007 Purchase Price.

1008 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to
1009 walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions
1010 complies with this Contract.

1011 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller
1012 acknowledge that the respective broker has advised that this Contract has important legal consequences and
1013 has recommended the examination of title and consultation with legal and tax or other counsel before signing
1014 this Contract.

1015 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines
1016 in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including
1017 Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as
1018 provided in this Contract or waived, the non-defaulting party has the following remedies:

1019 **21.1. If Buyer is in Default:**

1020 **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest
1021 Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest
1022 Money is not a penalty, and the Parties agree the amount is fair and reasonable. Seller may recover such
1023 additional damages as may be proper. ~~Alternatively, Seller may elect to treat this Contract as being in full force
1024 and effect and Seller has the right to specific performance or damages, or both.~~

1025 **21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies unless the box in § 21.1.1.**
1026 **is checked.** Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to
1027 Seller, and retained by Seller. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED
1028 DAMAGES, and not a penalty, which amount the parties agree is fair and reasonable and (except as provided
1029 in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for Buyer's failure to
1030 perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and
1031 additional damages.

1032 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all
1033 Earnest Money received hereunder will be returned and Buyer may recover such damages as may be proper.

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1051 Alternatively, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to
1052 specific performance or damages, or both.
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1055 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event
1056 of any ~~arbitration or~~ litigation relating to this Contract, prior to or after **Closing Date**, the ~~arbitrator or~~ court must
1057 award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and
1058 expenses.
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1061 **23. MEDIATION.** If a dispute arises relating to this Contract, (whether prior to or after Closing) and is not
1062 resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties
1063 meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot
1064 impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to
1065 the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the
1066 cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute
1067 is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the
1068 other at that party's last known address (physical or electronic as provided in § 27). Nothing in this Section
1069 prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the
1070 date of written notice requesting mediation. This section will not alter any date in this Contract, unless
1071 otherwise agreed.
1072

1073
1074 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must
1075 release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In
1076 the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release
1077 the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for
1078 any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of
1079 competent jurisdiction, (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
1080 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money
1081 Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the
1082 case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the
1083 parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money
1084 Holder does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest
1085 Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
1086 obligation of **Mediation**. This Section will survive cancellation or termination of this Contract.
1087
1088

1089
1090 **25. TERMINATION.**
1091 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to
1092 Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to
1093 Terminate), provided such written notice was received on or before the applicable deadline specified in this
1094 Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right
1095 to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to
1096 Terminate under such provision.
1097

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1099 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received
1100 hereunder will be returned and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23
1101 and 24.
1102

1103
1104 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and
1105 specified addenda, constitute the entire agreement between the parties relating to the subject hereof, and any
1106 prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this
1107 Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or
1108 enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its
1109 terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a
1110 Party receives the predecessor's benefits and obligations of this Contract.
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Initials JJK

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27. NOTICE, DELIVERY, AND CHOICE OF LAW.

27.1. Physical Delivery and Notice. Any document, or notice to Buyer or Seller must be in writing, except as provided in § 27.2, and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, the Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

27.2. Electronic Notice. As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, the Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party; not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or .

27.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the Fax No. of the recipient.

27.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

28. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 27 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

29. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations, Title Insurance, Record Title and Off-Record Title, New ILC, New Survey and Property Disclosure, Inspection, Indemnity, Insurability and Due Diligence.**

ADDITIONAL PROVISIONS AND ATTACHMENTS

30. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)
See Addendum to Contract to Buy and Sell Real Estate between Adams County, Colorado and Rocky Mountain Prestress LLC, attached hereto and incorporated herein by this reference.
Attachment 1: Access Easement

31. ATTACHMENTS.


31.1. The following attachments are a part of this Contract:

Exhibit A - legal description
Addendum

31.2. The following disclosure forms are attached but are not a part of this Contract:

Not Applicable

SIGNATURES

Buyer:  Date: 7-11-18
Rocky Mountain Prestress LLC, a Colorado Limited Liability Company or it permitted
assigns
By

Initials _____

[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32]

Seller: _____ Date: _____
Adams County Colorado
By County Manager's Office

32. COUNTER; REJECTION. This offer is Countered Rejected.
Initials only of party (Buyer or Seller) who countered or rejected offer

END OF CONTRACT TO BUY AND SELL REAL ESTATE

33. **BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**
(To be completed by Broker working with Buyer)

Broker Does Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a Buyer's Agent Seller's Agent Transaction-Broker in this transaction. This is a Change of Status.

Brokerage Firm's compensation or commission is to be paid by Listing Brokerage Firm
 Buyer Other .

Brokerage Firm's Name: _____
Broker's Name _____ Date: _____
Address: , _____
Ph: Fax: Email:

34. **BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**
(To be completed by Broker working with Seller)

Broker Does Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a Seller's Agent Buyer's Agent Transaction-Broker in this transaction. This is a Change of Status.

Initials *Y Y*

Brokerage Firm's compensation or commission is to be paid by Seller Buyer Other **Commisson**
Paid to Guidance per terms of Guidance signed agreement with Adams County..

Brokerage Firm's Name: ***Guidance Corporate Realty Advisors***

Broker's Name: _____ Date: _____

Norman S. DeHart

Address: ***521 Valley View Drive Boulder, CO 80304***

Ph: ***303-442-5400*** Fax: Email: ***ndehart@guidancebrokers.com***

CBS3-6-15. CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

CTM eContracts - ©2016 CTM Software Corp.

Initials _____

EXHIBIT A:

**Legal Description for Contract to Buy and Sell Real Estate
between Adams County, Colorado and Rocky Mountain
Prestress, LLC dated July 10, 2018**

EXHIBIT "A"

PARCEL NUMBER: 6A-R (1)

DATE: June 1, 2009

DESCRIPTION

A tract or parcel of land No. 6A-R(1) containing 118,911 sq. ft. (2.730 acres), more or less, being a portion of property described in the records of the Adams County Clerk & Recorder in book 16, Page 514, located in the SW ¼ Section 9, Township 3 South, Range 68 West, of the 6th Principal Meridian, in Adams County, Colorado, said tract or parcel being more particularly described as follows:

Commencing at a point whence the Center quarter corner of said Section 9 bears N.02°58'29"E., a distance of 924.33 feet, said point also being the TRUE POINT OF BEGINNING;

1. Thence S. 00°55'39" E., a distance of 297.64 feet, to a point on the northerly line of Lot 1, Block 2, Prestressed-Con Subdivision, Second Filing;
2. Thence along said property line N. 74°58'42" W., a distance of 646.21 feet;
3. Thence N. 02°26'59" E., a distance of 86.25 feet;
4. Thence N. 85°55'00" E., a distance of 617.19 feet, to the TRUE POINT OF BEGINNING.

The above described parcel contains 118,911 sq. ft. (2.730 acres), more or less.

Basis of Bearings: Bearings are based on the East line of the SW ¼ of Section 9, Township 3 South, Range 68 West, of the 6th Principal Meridian, being North 00°03'19" East. The Center quarter corner of said section is a 3 ¼" Aluminum Cap (stamped LS 16401) in a range box. The South quarter corner of said section is monumented by a witness corner, offset 5.00 feet to the west along the south line of the SW ¼ of said section, being a 2 1/2" Aluminum Cap (stamped PLS 11372) in a range box.

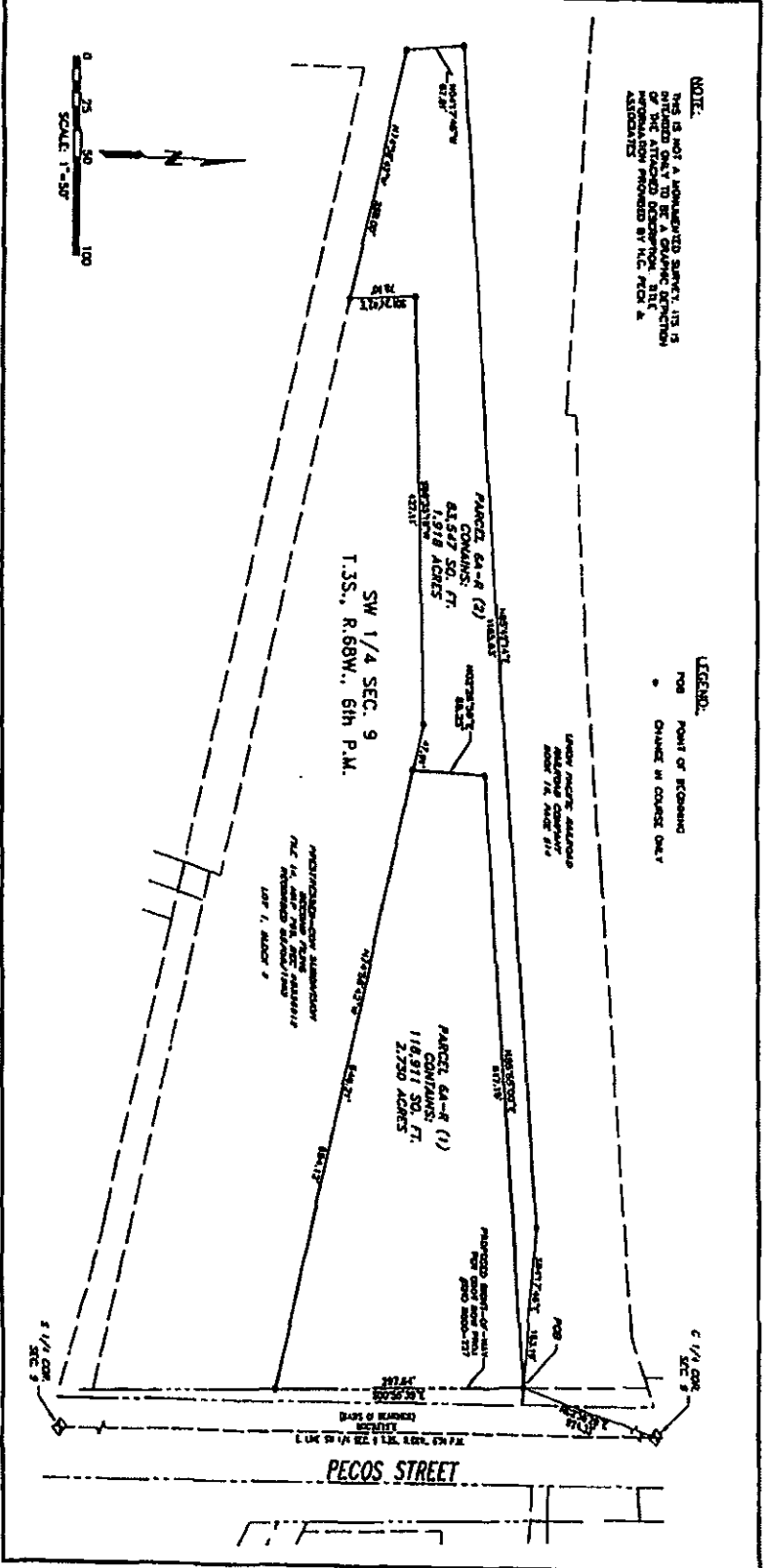
Prepared by
Micheal L. Bouchard, PLS #24941
For and on behalf of
Farnsworth Group, Inc.
4755 Forge Road, Suite 150
Colorado Springs, CO 80907



Farnsworth
 FARNSWORTH
 1800 S. W. 10TH ST. SUITE 200
 DENVER, COLORADO 80202
 (303) 733-8888 / (303) 733-8889 FAX

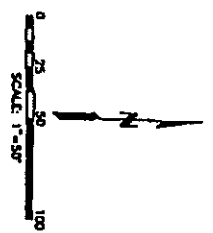
Adams County
 12300 N. Pecos St., Westminster, CO 80234
 EXHIBIT B
 PARCEL DATA

Parcel No. 200004
 Acreage 1.00
 Date of Sale 5-27-08



NOTE:
 THIS IS NOT A WARRANTED SURVEY. ITS RELIABILITY IS LIMITED TO THE INFORMATION PROVIDED BY THE RECORDS OF THE RECORDS DEPARTMENT OF THE COUNTY OF ADAMS.

LEGEND:
 ● POINT OF RECORDING
 ○ CHANGE IN COLOR ONLY



PECOS STREET

SW 1/4 SEC. 9
 T.3S., R.68W., 6th P.M.

PARCEL 6A-R (1)
 118,911 SQ. FT.
 2,720 ACRES

PARCEL 6A-R (2)
 61,597 SQ. FT.
 1,417 ACRES

UNDEVELOPED LAND
 RAILROAD

UNDEVELOPED LAND
 RAILROAD

SW 1/4 SEC 9

SW 1/4 SEC 9

DATE OF SALE: 5-27-08

ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE BETWEEN ADAMS COUNTY, COLORADO, AND ROCKY MOUNTAIN PRESTRESS, LLC

THIS ADDENDUM is made and entered into simultaneously with and is part of that certain Contract to Buy and Sell Real Estate dated July 10, 2018, by and between Adams County, Colorado (“Seller”) and Rocky Mountain Prestress, LLC (“Buyer”) (this Addendum and the foregoing Contract collectively the “Contract”). In the event of any conflict or inconsistency between the provisions of the Contract to Buy and Sell Real Estate and the provisions of this Addendum, the provisions of this Addendum shall govern. Capitalized terms used in this Addendum that are not defined herein shall have the meanings ascribed to them in the Contract to Buy and Sell Real Estate.

1. Within one hundred eighty (180) days after Closing, Buyer shall, at its sole cost and expense, complete the following requirements, the (“Buyer Post Closing Tasks”):
 - Install a new security fence that shall be located along the northern and western borders of the Property in order to comply with the fencing obligations set forth in the deed from Union Pacific Railroad to Adams County, a copy of which, including exhibits, is attached as Exhibit A-1. Notwithstanding the foregoing, the parties acknowledge that an existing security fence is currently located on the northern and western sides of the Property. The existing security fence is located on the adjoining property owned by the Union Pacific Railroad and shall be left in place.
 - Demolish and remove four (4) abandoned structures currently situated on the Property, including removing and disposing of any asbestos containing materials, in compliance with all applicable federal and state laws and regulations governing asbestos remediation.
2. For each of the above Buyer Post Closing Tasks, the parties have each obtained one arms-length written bids for the proposed work. The bids for the Buyer Post Closing Tasks have been based on construction and demolition specifications mutually agreed in advance by both parties. Seller and Buyer agree that a Seller Credit in the amount of forty-six thousand one hundred seventy six dollars (\$46,176.00) shall be provided by Seller to Buyer at Closing – which shall act to reduce the net purchase price payable by Buyer to Seller at Closing - to compensate Buyer for completing the Buyer Post Closing Tasks. In addition, Seller shall reimburse Buyer for the cost of the written asbestos survey it secured relative to the four abandoned structures as required to develop specifications for the demolition work in an amount equal to eight hundred dollars (\$800.00).
3. Buyer shall contract with its selected vendor(s) and shall be solely responsible for managing the Buyer Post Closing Tasks, at its sole cost, and for paying all vendors. Buyer shall be solely responsible and liable for completing the Buyer Post Closing Tasks and

bringing the Property into compliance with Exhibit A-1. Buyer assumes all obligations imposed by Exhibit A-1 and releases Seller from any non-compliance with the Exhibit A-1 requirements occurring prior to Closing. Seller shall have no obligations, and shall not be liable, for any of the obligations imposed on Buyer by this Addendum.

4. At no additional cost, Seller shall reserve a ten-foot wide drainage easement parallel to the easterly line of the Property – attached hereto as Attachment 1. No existing easements owned by Seller encumbering the Property will be conveyed as part of the sale.
5. Buyer understands that the Property was previously owned by a railroad company and may contain hazardous substances as a result of railroad related uses. Buyer releases Seller from any remediation costs the Property may need in the future.
6. Any water rights Seller may have for wells on the Property shall be conveyed by quitclaim deed. Seller makes no representations about its title to wells located on the Property.

The terms of this Addendum shall survive closing and shall not merge into the deed.

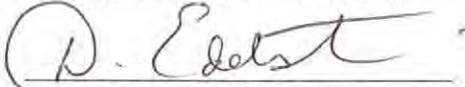
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

ATTEST:
STAN MARTIN, CLERK
& RECORDER

By: Chairman


Deputy Clerk

APPROVED AS TO FORM:



County Attorney's Office

ROCKY MOUNTAIN PRESTRESS, LLC



By: David Holstee

H C PECK AND ASSOCIATES INCORPORATION
4001 FOX ST
MICHELE SPENCER
DENVER, CO 80215
Trans# 0

Exhibit A-1 to Addendum to Contract to
Buy and Sell Real Estate between Adams County,
Colorado and Rocky Mountain Prestress, LLC
dated July 10, 2018

After Recording, Mail To:

The County of Adams
Attn: County Manager
450 South 4th Avenue
Brighton, Colorado 80601

SPACE ABOVE FOR RECORDER'S USE ONLY

QUITCLAIM DEED

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UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, Grantor, in consideration of the sum of Two Hundred Seventy-Three Thousand Four Hundred Ninety-Five and No/100th Dollars (\$273,495.00), and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto **THE COUNTY OF ADAMS, STATE OF COLORADO**, a body politic, Grantee, whose address is 450 South 4th Avenue, Brighton, Colorado 80601, and unto its successors and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate (hereinafter the "Property") situated in Adams County, State of Colorado, as more particularly described in **Exhibit A**, hereto attached and hereby made a part hereof, together with all after acquired title of the Grantor therein.

EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by the Grantee, its successors and assigns.

It is expressly understood that the subjacent support of the Property may have been impaired by mining operations heretofore carried on beneath the surface thereof, and the quitclaiming of the Property is upon the condition that Grantor, its successors and assigns, shall not be liable for damages resulting therefrom.

Except as may be otherwise provided in a written assignment or other written agreement between Grantor and Grantee, Grantor reserves all income (including, without limitation, rentals, license fees and royalties) from any existing license and other existing rights to use the Property and renewals thereof granted by Grantor or Grantor's predecessors in interest. Grantee agrees that if Grantee receives any such income, Grantee will promptly forward the income to Grantor.

The Property is quitclaimed by Grantor subject to the following covenants, conditions and restrictions which Grantee by the acceptance of this Deed covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

(a) Restriction on Use. The Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

(b) Fence Covenant. Grantee, at its sole cost and expense, shall install, within ninety (90) days after the date of delivery of this Deed, and thereafter maintain, permanent fencing to prevent access to or encroachment on the railroad right-of-way of Grantor adjacent to the northerly and westerly boundary lines of the Property. The fencing must be a minimum six foot (6') tall chain link fence and constructed in accordance with the CDOT M-607-2 fencing specifications set forth in **Exhibit B**, and in compliance with applicable building codes.

(c) Railroad Proximity Covenant.

(i) Grantee acknowledges that the property abutting the northerly and westerly boundary lines of the Property is dedicated and used for railroad purposes, that railroad operations may create noise, vibrations, emissions, fumes and odors twenty-four (24) hours a day, and that the amount, nature and intensity of railroad operations may increase or change (collectively, the "Permitted Effects"). Grantee accepts the Property subject to the existence of the Permitted Effects. By acceptance of the Property, Grantee, its successors and assigns, agrees that, at the sole cost and expense of Grantee, or its successors and assigns, in the event that the Property is developed, then as part of the development of the Property, Grantee, or its successors and assigns, shall design and install and/or construct, or cause to be designed and installed and/or constructed, and thereafter maintain improvements to reduce or limit the Permitted Effects and to comply with all governmental requirements, if any, which may be imposed as a condition to the development and use of the Property because of the Permitted Effects.

(ii) Grantee shall not, and hereby waives all rights to, (A) institute legal proceedings against Seller to reduce or lessen the Permitted Effects, and (B) directly or indirectly participate in petition drives, lobbying efforts or other activities seeking the enactment of federal, state or local laws or ordinances to reduce or lessen the Permitted Effects. Any party breaching such covenant shall reimburse Seller for all costs incurred by Seller to comply with any such orders, laws or ordinances, including, without limitation, attorney fees and court costs.

(iii) If Grantee sells or leases all or any portion of the Property, Grantee shall require all purchasers and tenants to acknowledge the location of the railroad operations abutting the Property and the existence of the Permitted Effects, and to agree in writing, for the benefit of Seller, to comply with the above covenants.

(d) Covenants To Run With Land. The foregoing covenants, conditions and restrictions shall run with the Property, the burdens of which will be binding on the successors and assigns of Grantee, and the benefits of which will inure to the successors and assigns of

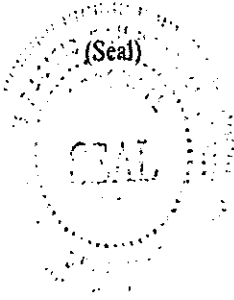
Seller. A breach of the foregoing covenants, conditions and restrictions, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed as of the 6th day of August, 2009.

Attest: **UNION PACIFIC RAILROAD COMPANY,**
a Delaware corporation

Barbara Holden
Assistant Secretary

By: Jonk Love
Title: Assistant Vice President - Real Estate



The undersigned Grantee hereby accepts this Quitclaim Deed and agrees for itself, its successors and assigns, to be bound by the covenants and conditions set forth herein.

GRANTEE: **THE COUNTY OF ADAMS, STATE OF**
COLORADO, a body politic

By: _____
Its: _____

Seller. A breach of the foregoing covenants, conditions and restrictions, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed as of the ____ day of August, 2009.

Attest: **UNION PACIFIC RAILROAD COMPANY,**
a Delaware corporation

Assistant Secretary

By _____
Title: _____

(Seal)

The undersigned Grantee hereby accepts this Quitclaim Deed and agrees for itself, its successors and assigns, to be bound by the covenants and conditions set forth herein.

GRANTEE: **THE COUNTY OF ADAMS, STATE OF**
COLORADO, a body politic

By: *Lynn Face* 8.5.09
Its: *Chairman*

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On August 6, 2009, before me, Gregg A. Larsen, Notary Public in and for said County and State, personally appeared Tony K. Love and Barbara Holder who are the AVP - Real Estate and the Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Gregg A. Larsen
Notary Public

(Seal)

EXHIBIT "A"

PARCEL NUMBER: 6A-R (1)

DATE: June 1, 2009

DESCRIPTION

A tract or parcel of land No. 6A-R(1) containing 118,911 sq. ft. (2.730 acres), more or less, being a portion of property described in the records of the Adams County Clerk & Recorder in book 16, Page 514, located in the SW ¼ Section 9, Township 3 South, Range 68 West, of the 6th Principal Meridian, in Adams County, Colorado, said tract or parcel being more particularly described as follows:

Commencing at a point whence the Center quarter corner of said Section 9 bears N.02°58'29"E., a distance of 924.33 feet, said point also being the TRUE POINT OF BEGINNING;

1. Thence S. 00°55'39" E., a distance of 297.64 feet, to a point on the northerly line of Lot 1, Block 2, Prestressed-Con Subdivision, Second Filing;
2. Thence along said property line N. 74°58'42" W., a distance of 646.21 feet;
3. Thence N. 02°26'59" E., a distance of 86.25 feet;
4. Thence N. 85°55'00" E., a distance of 617.19 feet, to the TRUE POINT OF BEGINNING.

The above described parcel contains 118,911 sq. ft. (2.730 acres), more or less.

Basis of Bearings: Bearings are based on the East line of the SW ¼ of Section 9, Township 3 South, Range 68 West, of the 6th Principal Meridian, being North 00°03'19" East. The Center quarter corner of said section is a 3 ¼" Aluminum Cap (stamped LS 16401) in a range box. The South quarter corner of said section is monumented by a witness corner, offset 5.00 feet to the west along the south line of the SW ¼ of said section, being a 2 1/2" Aluminum Cap (stamped PLS 11372) in a range box.

Prepared by
Micheal L. Bouchard, PLS #24941
For and on behalf of
Farnsworth Group, Inc.
4755 Forge Road, Suite 150
Colorado Springs, CO 80907

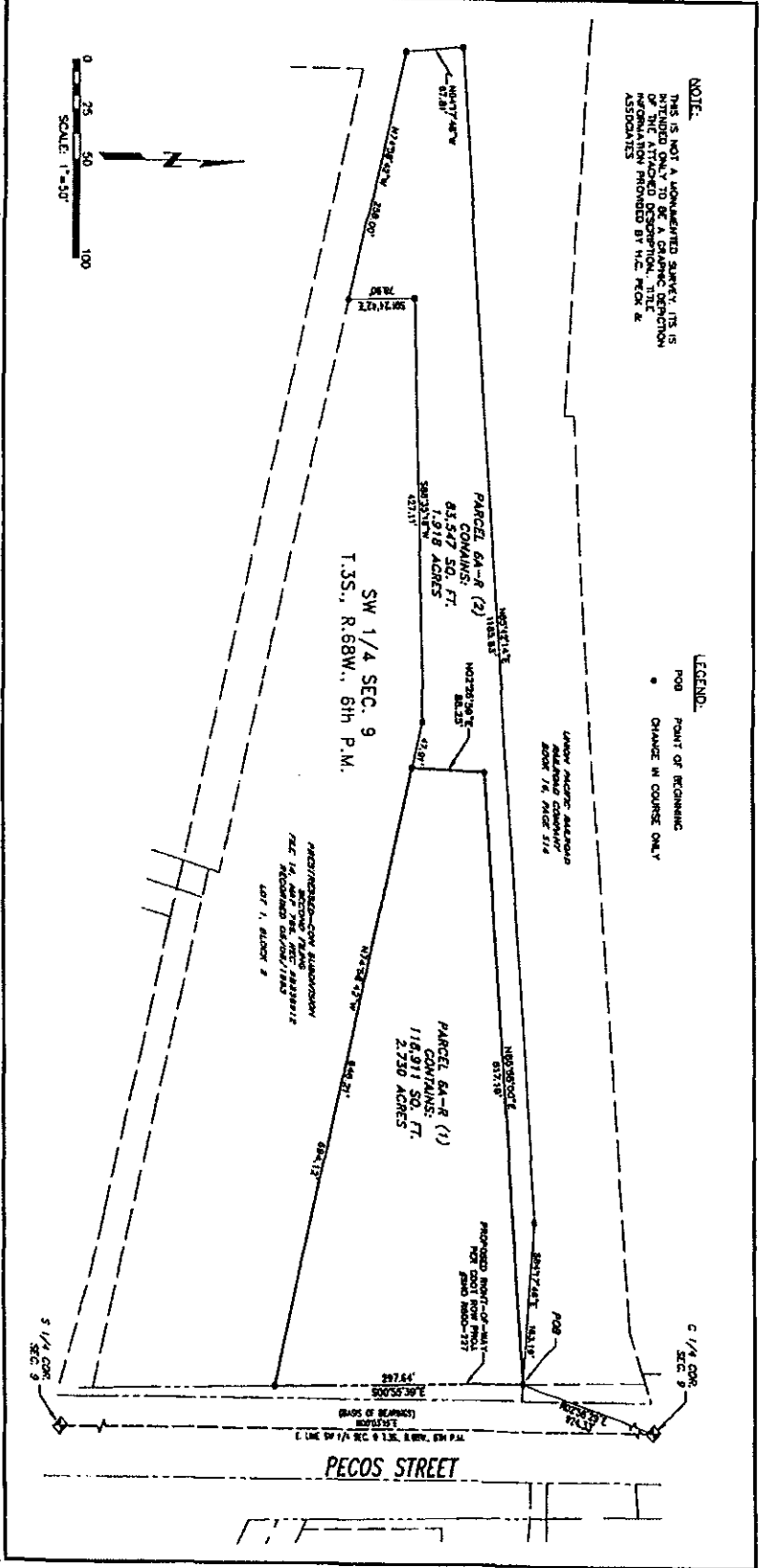


\\sorghes\p\2006\30606-pecos street\dwg\08-11-09\COUNTY-PARCELS.dwg DATE: 5/27/2009 TIME: 1:36:36 pm

Farnsworth
 8000 EAST 17TH AVENUE, SUITE 800
 DENVER, COLORADO 80237
 (303) 972-4444 / (303) 972-0470 Fax

Adams County
 12200 N. Pecos St., Westminster, Co 80234
 EXHIBIT B
 PARCEL 0A-R

200904
 JKL
 5-27-09



NOTE:
 THIS IS NOT A UNDEVELOPED SURVEY. IT IS INTENDED ONLY TO BE A GRAPHIC DESCRIPTION OF THE ATTACHED DESCRIPTION. TITLE INFORMATION PROVIDED BY M.C. FOX & ASSOCIATES

LEGEND:
 POB POINT OF BEGINNING
 • CHANGE IN COURSE ONLY

UNDEVELOPED SURVEY
 ADDRESS CORRECTION
 BOOK 14, PAGE 114

PARCEL 6A-R (2)
 CONTAINS:
 83,547 SQ. FT.
 1.918 ACRES

SW 1/4 SEC. 9
 T.3S., R.68W., 6th P.M.

PARCEL 6A-R (1)
 CONTAINS:
 116,911 SQ. FT.
 2.730 ACRES

PROPOSED NORTH-SOUTH LINE FOR ROAD WIDENING
 FOR ROAD WIDENING

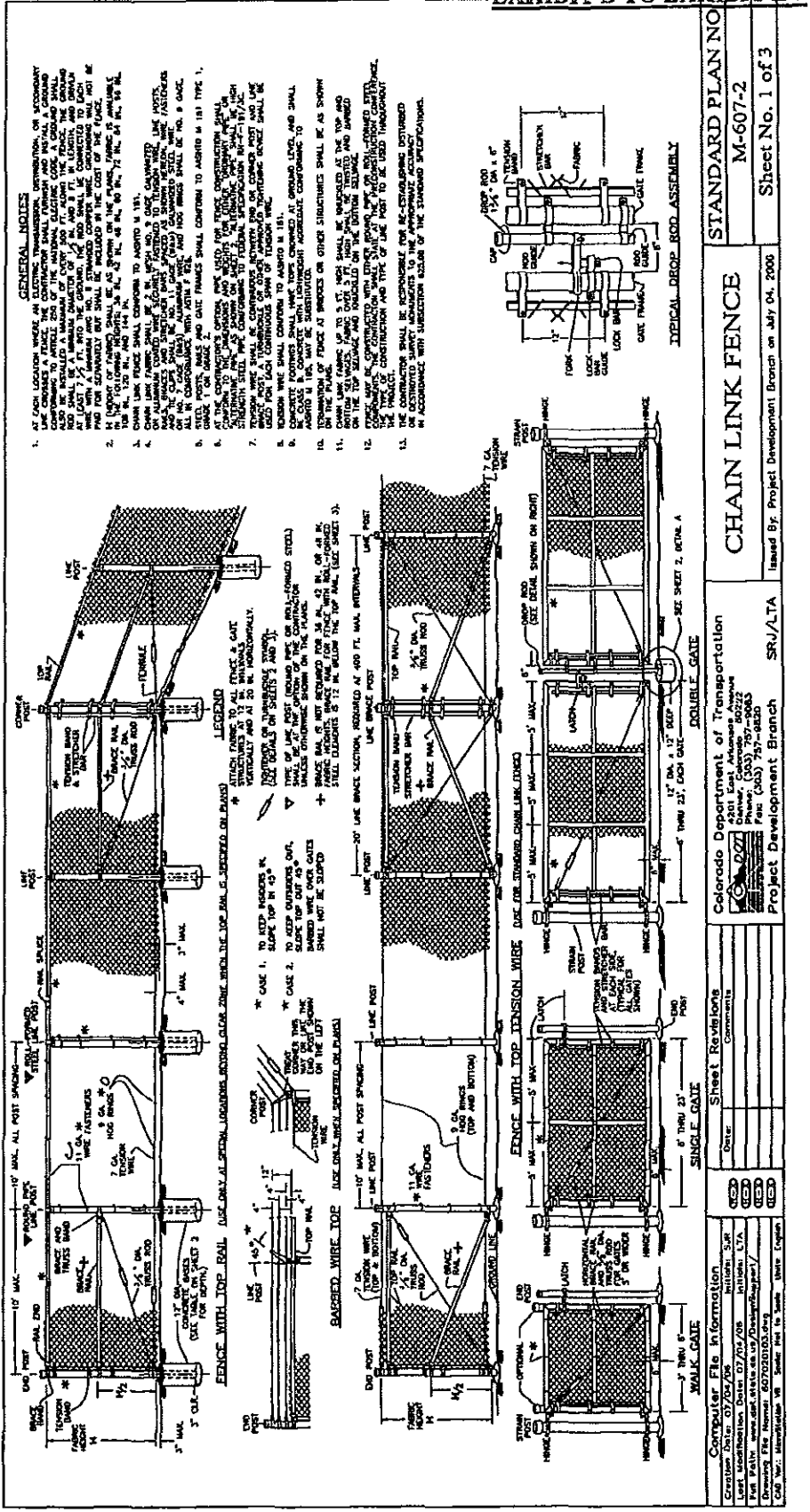
PECOS STREET

5 1/4 COR. SEC. 9

5 1/4 COR. SEC. 9

200904
 JKL
 5-27-09

EXHIBIT B TO EXHIBIT E-2



- GENERAL NOTES**
1. AT EACH LOCATION WHERE AN EXISTING TRANSDUCTION, DIMENSION, OR EXISTING FENCE IS TO BE REMOVED, THE CONTRACTOR SHALL REMOVE AND REINSTALL THE EXISTING TRANSDUCTION, DIMENSION, OR EXISTING FENCE TO THE ORIGINAL LOCATION AND CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
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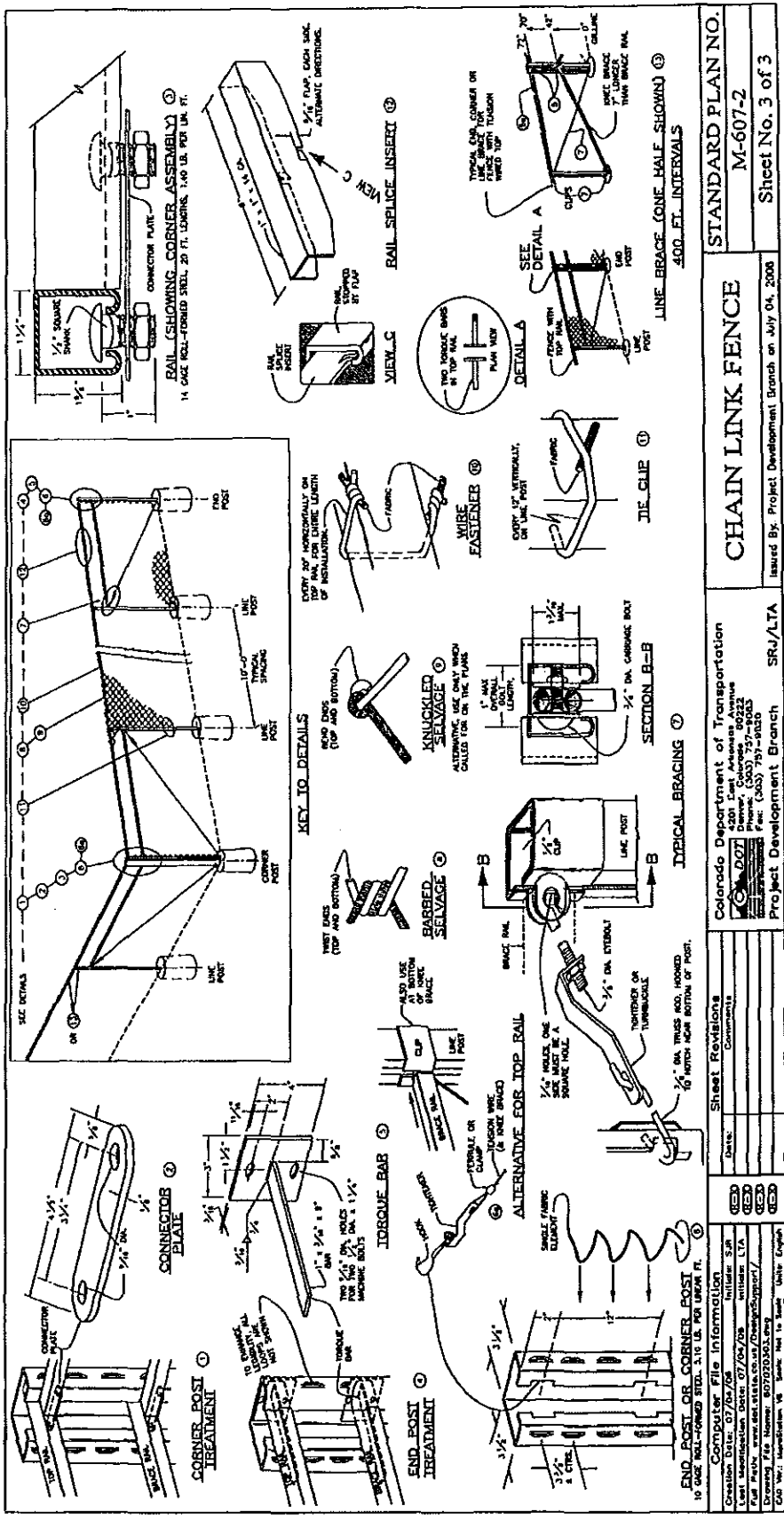
STANDARD PLAN NO
M-607-2
Sheet No. 1 of 3

CHAIN LINK FENCE

Colorado Department of Transportation
 4201 East Adams Avenue
 Denver, CO 80202
 Phone: (303) 767-3000
 Fax: (303) 757-8820
 Project Development Branch SRJ/LTA

Computer File Information	
Creation Date: 07/25/2009	Initials: SJK
Last Modification Date: 07/26/2009	Initials: LVA
File Path: \\ads\apps\project\2009000059722\	
File Name: 60720101.Dwg	
File Size: 1,417,376 bytes	
File Type: AutoCAD Drawing	
File Extension: .dwg	

Sheet Revisions	
Date	Comments
07/25/2009	Initial Design
07/26/2009	Final Design
07/27/2009	Final Design
07/28/2009	Final Design
07/29/2009	Final Design
07/30/2009	Final Design
07/31/2009	Final Design



CHAIN LINK FENCE STANDARD PLAN NO. M-607-2	Colorado Department of Transportation 400 East Arkansas Avenue Denver, Colorado 80222 Project File: (633) 737-0333		SRJ/LTA SRJ/LTA
	Project Development Branch		Project Development Branch
Sheet Revisions Date: _____ Comments: _____		Computer File Information Creation Date: 07/04/08 In: Billie S/R Last Modification Date: 07/04/08 In: William LTA Full Path: www.dot.state.co.us/DesignSupport/ Drawing File Name: 807030303.dwg CDR Ver.: 1 Modification Ver.: Blank Plot to Scale: Quarter English	

Sheet No. 3 of 3

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That ROCKY MOUNTAIN PRESTRESS, LLC, a Colorado limited liability company, whose legal address is 5801 Pecos Street, Denver, Colorado 80221, hereinafter called "Grantor", for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to the COUNTY OF ADAMS, STATE OF COLORADO, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter "County", its successors and assigns, a permanent drainage easement, hereinafter "Easement" for the purpose of maintenance of all County owned facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, detention basins, catch grates, roads, walls, etc., in conjunction with the Pecos Street improvements, hereinafter "Facilities", together with lateral and subjacent support thereto as may from time to time be required on, over, across, and through the following described land to wit:

Legal description as set forth in Exhibit "A" attached hereto and incorporated by this reference.

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

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

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

IN WITNESS WHEREOF, Grantor has hereto set his hand on this 11th day of July, 2018.

Rocky Mountain Prestress, LLC,
a Colorado limited liability company

By: [Signature]
Print Name: V David Holsteen
Print Title: President

STATE OF COLORADO)
COUNTY OF ADAMS)§

The foregoing instrument was acknowledged before me this 11 day of JULY, 2018 by V DAVID HOLSTEEN, as PRESIDENT of Rocky Mountain Prestress, LLC, a Colorado limited liability company.

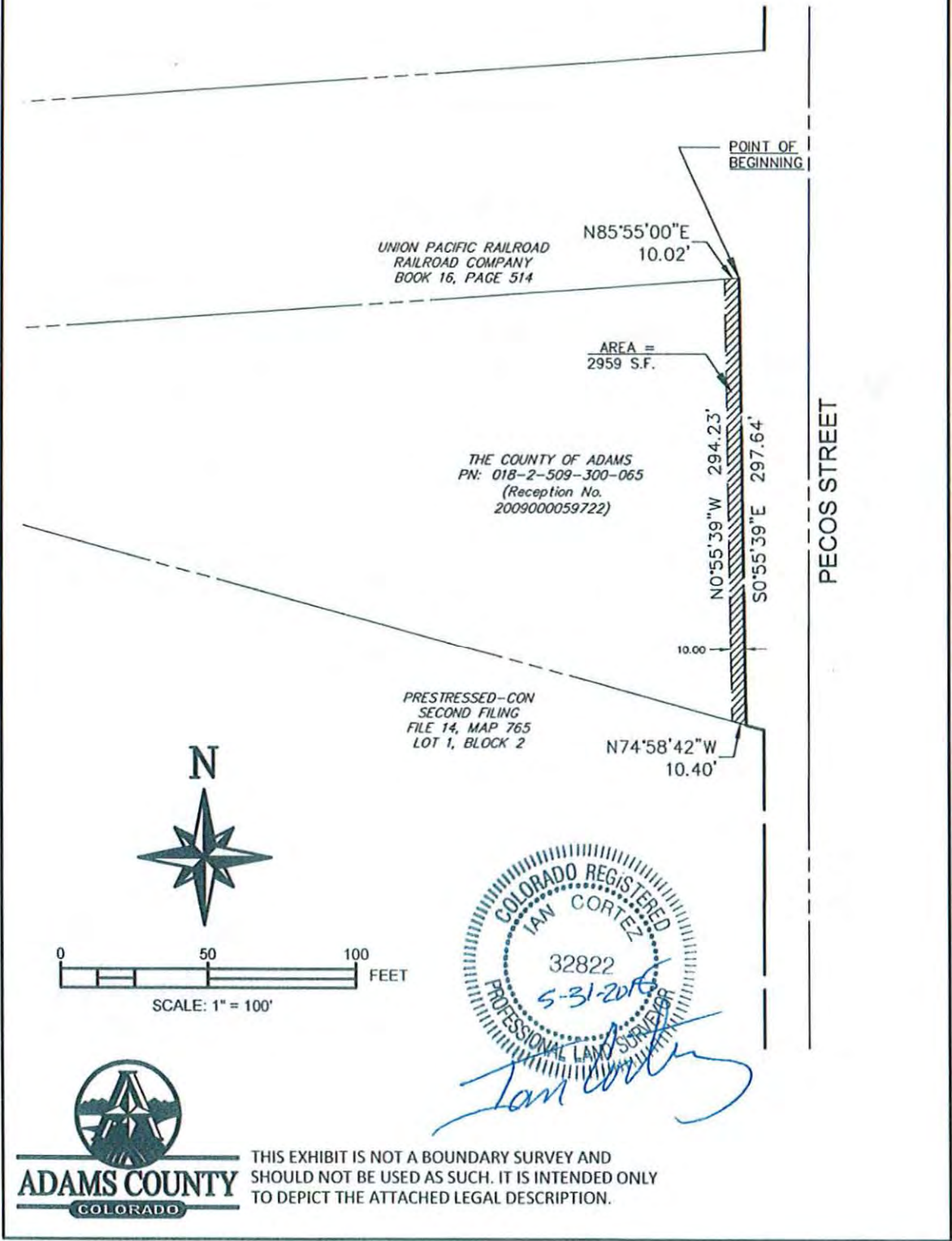
IN WITNESS WHEREOF, I have hereto set my hand and official seal.

My commission expires: 9/7/21

[Signature]
Notary Public



EXHIBIT "B"



UNION PACIFIC RAILROAD
RAILROAD COMPANY
BOOK 16, PAGE 514

N85°55'00"E
10.02'

POINT OF
BEGINNING

AREA =
2959 S.F.

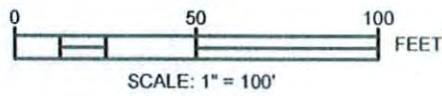
THE COUNTY OF ADAMS
PN: 018-2-509-300-065
(Reception No.
2009000059722)

N0°55'39"W 294.23'
S0°55'39"E 297.64'

PECOS STREET

PRESTRESSED-CON
SECOND FILING
FILE 14, MAP 765
LOT 1, BLOCK 2

N74°58'42"W
10.40'



THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND
SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "A"

**PERMANENT DRAINAGE EASEMENT
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

A Permanent Drainage Easement encumbering a portion of that tract described in Reception No. 2009000059722 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southwest Quarter of Section 9, Township 3 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Northeasterly Corner of said tract, thence South 0°55'39" East, along the Easterly line of said tract, a distance of 297.64 feet to a point on the Northerly line of Lot 1, Block 2, Prestressed-Con Subdivision, Second Filing, a Subdivision recorded on August 5, 1981 in File No. 14 Map No. 765 Reception No. B336912 of the Adams County Clerk and Recorder;

Thence leaving said Easterly line, North 74°58'42" West, along said Northerly line a distance of 10.40 feet to a point which is 10.00 feet distant from and perpendicular to the Easterly line of said tract;

Thence leaving said Northerly line and along a line which is 10.00 feet distant from and parallel to the Easterly line of said tract, North 0°55'39" West, a distance of 294.23 feet to the Northerly line of said tract;

Thence North 85°55'00" East, along the Northerly line of said tract, a distance of 10.02 feet to the Point of Beginning.

Containing: 2959 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado

Exhibit "B" attached and hereby made a part thereof.



A handwritten signature in blue ink that reads "Ian Cortez". The signature is written over the bottom portion of the professional seal.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 08/21/2018
SUBJECT: Land Lease Extension
FROM: Jeri Coin, on behalf of Dave Ruppel
AGENCY/DEPARTMENT: Front Range Airport
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the resolution.

BACKGROUND:

Eagle Hangar 1 Condominium Association, Inc. (“Tenant”) has an unimproved land lease located at 37450 Astra Way on a parcel of airport property, the land lease expired on October 31, 2017, and it is in its first 5 year renewal period, and by means of this Amendment 1 the Tenant would like to extend the term to fifty (“50”) years. Approval of Amendment 1 will extend the lease to expire on October 31, 2047.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

1. Attorney
2. County Manager

ATTACHED DOCUMENTS:

1. Resolution
2. Unimproved Land Lease
3. Consent to Assignment & Assignment
4. Amendment 1 to Lease

FISCAL IMPACT:

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

Fund:
Cost Center:

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT 1 TO UNIMPROVED LAND LEASE
BETWEEN FRONT RANGE AIRPORT AND EAGLE HANGAR 1 CONDOMINIUM
ASSOCIATION, INC.

Resolution 2018-

WHEREAS, in 1997, the Front Range Airport (“Airport”) entered into an Unimproved Land Lease with Chuck King concerning a parcel of land at the Airport; and,

WHEREAS, Chuck King executed a Consent to Assignment, and Assignment to Eagle Hangar 1 Condominium Association, Inc., who is the current tenant; and,

WHEREAS, the Unimproved Land Lease expired in 2017; and,

WHEREAS, by means of the attached Amendment 1 the parties wish to extend the term of the Unimproved Land Lease through October 31, 2047 and adjust the rent accordingly.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Amendment 1 to the Unimproved Land Lease between the Front Range Airport and Eagle Hangar 1 Condominium Association, Inc., a copy of which is attached hereto, is hereby approved.

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

DRAFT

AMENDMENT 1 TO LAND LEASE AGREEMENT BETWEEN THE FRONT RANGE AIRPORT AND EAGLE HANGAR 1. CONDOMINIUM ASSOCIATION, INC. FOR HANGAR LOCATED AT 37450 ASTRA WAY

THIS AMENDMENT 1 is made and entered into this ____ day of _____, 2018, by and between Adams County Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado, 80601 ("Landlord") on behalf of the Front Range Airport, and Eagle Hangar 1 Condominium Association, Inc., located at 777 Ogden Street, Denver, CO 80218 ("Tenant").

RECITALS

A. WHEREAS, the Front Range Airport Authority ("Authority") and Chuck King entered into an Land Lease ("Lease") dated November 1, 1997, regarding land at the Front Range Airport; and,

B. WHEREAS, Chuck King did a Consent to Assignment and Assignment to Eagle Hangar 1 Condominium Association, Inc., ("Tenant"); and,

C. WHEREAS, Tenant is the current owner of the Land Lease, and Tenant continues to occupy the leased premises; and,

D. WHEREAS, the Authority was dissolved in December 2013, and all right, title, and interest in its property, including contract rights and obligations, were transferred to Landlord; and,

E. WHEREAS, the initial term of the Lease expired on October 31, 2017, and it is in its first 5 year renewal period, and by means of this Amendment 1 the parties wish to extend the term to October 31, 2047.

NOW, therefore, in consideration of the promises, conditions and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following changes in the Lease:

1. Section 3 of the Lease is replaced with the following:

TERM: The initial term of this Lease shall be for fifty years commencing November 1, 1997 and ending at midnight on October 31, 2047. Tenant must remain in full compliance with the terms of this lease and the Minimum Standards, as may be changed from time to time, and must remain a financially viable entity, and must also maintain the structural integrity and condition of the building to the Landlord's reasonable satisfaction at all times

during the term of the Lease. In the event Tenant fails to comply with the obligations in this Section 3, Landlord may terminate this Lease upon thirty days written notice. Provided that the Property is serviceable as determined by the Airport, the Property shall revert to the Airport at the end of this lease extension. If the Property is not serviceable, it shall be removed from the Airport by Tenant at the termination of this lease extension.

2. Except as modified by this Amendment 1, the terms of the Lease shall remain in full force and effect.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

ATTEST:
STAN MARTIN, CLERK
& RECORDER

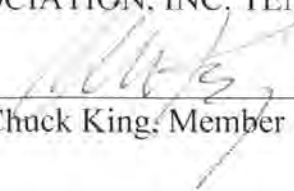
By: Chairman

Deputy Clerk

APPROVED AS TO FORM:

County Attorney's Office

EAGLE HANGAR 1 CONDOMINIUM
ASSOCIATION, INC. TENANT



By: Chuck King, Member

4/30/18

STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Administration Building in Brighton on MONDAY the 5TH day of JANUARY, 1998 there were present:

Martin J. Flaum _____ Chairman
Elaine T. Valente _____ Commissioner
Ted L. Strickland _____ Commissioner
Rita Connerly _____ County Attorney
Lucy Trujillo, Deputy _____ Clerk of the Board

when the following proceedings, among others were held and done, to-wit:

RESOLUTION TO APPROVE LAND LEASE BETWEEN CHUCK KING AND FRONT RANGE AIRPORT AUTHORITY FOR A T-HANGAR SITE

WHEREAS, the Front Range Airport Authority (the "Authority") was created pursuant to the Public Airport Authority Act, Article 3 of Title 41, Colorado Revised Statutes (the "Law"), on September 27, 1982, by the Board of County Commissioners of Adams County; and,

WHEREAS, the Authority has constructed and financed a general aviation airport (the "Airport") in Adams County, Colorado; and,

WHEREAS, the Authority and the County are authorized by the law to enter into contracts and agreements affecting the affairs of the Airport; and,

WHEREAS, the Front Range Airport Authority has hangar sites available and desires that private investors build aeronautical structures on the Airport; and,

WHEREAS, Chuck King has negotiated with the Front Range Airport Authority for land on which to erect a fifty-one by two hundred ninety-four foot T-Hangar building; and,

WHEREAS, the Board of County Commissioners must approve any raise or increase in revenue, C.R.S. §41-3-105(5)(h).

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Lease dated November 1, 1997, between Chuck King and the Front Range Airport Authority for the construction of a fifty-one by two hundred ninety-four foot T-Hangar building be approved upon the condition that Chuck King provide evidence of financial capability to complete the project and meet pre-construction requirements as previously communicated in writing by the Airport staff.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Flaum _____ Aye
Valente _____ Aye
Strickland _____ Aye
Commissioners

STATE OF COLORADO)
County of Adams)

I, Robert Sack, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 5TH day of JANUARY, A.D. 1998.

County Clerk and ex-officio Clerk of the Board of County Commissioners

Robert Sack

By Lucy Trujillo
Deputy



LAND LEASE

This lease is effective this 1st day of November, 1997, by Front Range Airport Authority, a political subdivision of the State of Colorado, located at 5200 Front Range Parkway, Watkins, Colorado 80137 ("Landlord") and Chuck King, located at 2156 E. Mineral Avenue, Littleton, CO 80122 ("Tenant"). This lease cancels and supersedes the lease dated July 9, 1997, between the Front Range Airport Authority and Chuck King.

For and in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. Lease and Description. Upon the terms and conditions hereinafter set forth, Landlord does hereby lease to Tenant and the Tenant does hereby lease from the Landlord those certain Premises situated at the Front Range Airport, County of Adams, State of Colorado, hereinafter called the ("Premises"), the configuration of and legal description of the Premises are set forth on the site plan attached hereto marked as Exhibit "A" and incorporated herein by this reference as though set forth herein verbatim. The Tenant shall have the non-exclusive use of taxiways, runways and other areas of the airport not within the exclusive use of other tenants and Landlord.

2. Business Purpose. The Premises are to be used for the construction and use of aircraft hangar buildings and facilities, which shall be subject to and pursuant to this Lease, and shall not in any way be interpreted as creating or vesting a fee ownership interest in the Tenant or any unit owners to the Premises.

The aircraft hangar building and the leasehold herein are to be used for aeronautical - related purposes including but not limited to parking and storing of aircraft, authorized owner maintenance per Federal Aviation Regulation Part 43. The owners and occupants of units shall not engage in any activity in violation of local fire codes nor any other use of the Premises without prior written consent from the Landlord. Tenants are subject to this Lease Agreement, the minimum standards of the Front Range Airport which "minimum standards" shall be provided to Tenant by Landlord from time-to-time as they are amended and all Federal, State and Local ordinances and laws.

3. Term. The initial term of this Lease shall be for twenty years commencing effective November 1, 1997 and ending at midnight on October 31, 2017. So long as the Tenant is in full compliance with the terms of this lease and the Minimum Standards, as may be changed from time to time, and so long as Tenant remains a financially viable entity and the Authority has determined that the structural integrity and condition of the building(s) remains good, Landlord shall extend the term of this lease for a five (5) year period. Thereafter, additional five (5) year renewal terms may be offered so long as the requirements of this paragraph have been met. Renewal rental rates shall be adjusted according to current land lease rates. Tenant shall provide 90 days prior written notice if it desires to terminate this Lease at the end of the Term or each subsequent renewal period.

4. Rent. The rent for said premises for the first year of this lease commencing upon execution hereof, shall be computed at the pro-rated, annual rate of .18 cents per square foot, with the entire lease consisting of 23,814 square feet as shown on Exhibit "A", footprint of the leasehold space (Premises). Such rent shall be paid to the landlord upon receipt of a building permit for this project, from the Adams County Building Department, and shall be mailed or delivered by hand to 5200 Front Range Parkway, Watkins, Colorado 80137.

a. Future Rental Periods. Commencing on January 1, 1998, and once every year thereafter the rent shall be \$4,286.52, computed at the annual rate of .18 cents per square foot, with the entire lease consisting of 23,814 square feet and beginning with January 1, 2003, every five years thereafter, the annual rental sum shall be adjusted based upon the prevailing land rental rate for the Front Range Airport and shall be calculated using 23,814 square feet as shown on Exhibit "A", footprint of the leasehold space (Premises).

b. Late Charges. The annual rent shall be due and owing as of the first day of each lease-year, commencing January, 1998. In the event rent is not timely paid, Landlord may assess, and the Tenant shall pay upon any installment of rent or portion thereof not paid within ten (10) days after such rent installment is due and payable, a late charge penalty for each month or fraction thereof during which the rent or a portion thereof is not paid, within ten (10) days after due date, equal to five percent (5%) of the amount of such rent or portion thereof (plus accrued late charge penalties, if any) due and payable. The amount of the late charge penalty shall be added to the amount due each month and the total thereof shall be subject to a late charge for each succeeding month or fraction thereof in the amount of five percent (5%) of the total.

5. Assignment of Lease; Release of Lessee. Tenant shall not assign, transfer, encumber or otherwise pledge any or all part of Tenant's interest or obligation of this agreement without the written consent of the Landlord and such consent will not be unreasonably withheld.

6. Buildings Constructed on Premises. Any construction of buildings and roads proposed on the Premises shall be approved by the Landlord in writing prior to commencement of construction. Any buildings and roads so constructed shall be done strictly in accordance with the full design plans and specifications, including drawings and elevations showing the dimensions, appearance, interior characteristics, to be filed with the Landlord and approved by the Landlord prior to commencing construction. Tenant and Tenants contractor and sub contractor shall only use the "Construction Route" as depicted on Exhibit "A" to get materials and equipment to and from the project site. Tenant and Tenants contractor and sub contractor shall only use the "Staging Area" as depicted on Exhibit "A" for the storage of materials and equipment necessary for this project. Tenant agrees to construct an Erect-A-Tube t-hangar building, two hundred ninety four (294) by fifty one (51) feet, two aprons having a single wheel aircraft weight bearing capacity of not less than 12,500 pounds. The East apron shall be forty (40) by three hundred thirty (330) feet. The West Apron shall be forty (40) by three hundred thirty (330) feet. The buildings shall be placed upon the lot at the location shown on the

plot plan submitted to the Adams County Building Department, which must be first approved by the Front Range Airport Authority. Tenant agrees to use Erect-A-Tube, Cinnamon Brown exterior finishes on north and south elevations, and Erect-A-Tube, White on east and west elevations. Any excess soil from this construction shall be removed from the site by the Tenant. All buildings shall be used for the business purpose (s) set forth in paragraph 2 of this Lease. All workmanship and work shall be warranted for a period of two years by the Tenant and Tenant agrees to correct any work which proves defective or deficient without cost to the Landlord. This warranty can not be assigned, transferred or delegated to subsequent Tenants unless otherwise agreed to by Landlord.

a. Unless construction of the buildings to be located upon the Premises, as set forth in Exhibit "A" to this Lease, is commenced within ninety (90) days of the date this Lease is executed, this agreement shall become null and void unless Landlord agrees to a longer period and Tenant shall be entitled to all advanced rents and other fees paid to Landlord. Tenant shall complete the hangar and have a Certificate of Occupancy no later than 120 days after the start of construction.

It shall be the responsibility of the Tenant to secure at Tenant's sole expense all permits, legal descriptions, Exhibit "A" and approvals required for the use of the Premises and construction of any buildings thereon.

7. Repairs. Tenant will at all times keep the Premises neat, clean and in a sanitary condition, and will replace any glass of all broken windows and doors of the buildings as may become cracked or broken, and except for reasonable wear and tear and damage by fire or other unavoidable casualty, will at all times present the Premises in as good repair as they are at the commencement of this Lease. All repairs shall be at Tenant's sole cost and expense.

8. Utilities. Tenant is responsible for bringing utilities from the present point of termination to the perimeter of the of the Premises except as noted in Exhibit "B" attached. The Tenant must provide all improvements within the perimeter of the Premises including, but not limited to, paving, landscaping, buildings, parking, lighting, septic/sewer, gas, telephone and other facilities or utilities. All utilities shall be underground and after installation pavement shall be repaired according to airport standards or at Landlords request. The Tenant hereby covenants and agrees to pay all monthly or other regular charges for heat, light, and water, and for all other public utilities which shall be used in or charged against the Premises during the full terms of this Lease. Landlord agrees to cooperate in the acquisition of temporary hook ups.

9. Taxes. The Tenant hereby covenants and agrees to pay all taxes that are assessed against the Premises during the terms of this Lease.

10. No Occupancy of Building(s) Prior To Issuance Of Certificate of Occupancy. The Tenant shall not occupy or use any buildings hereafter erected on the Premises until a certificate of occupancy thereof has been issued.

11. Structure Repair and Maintenance. The Tenant agrees at its expense, without cost or expense to the Landlord, during the terms hereof, to keep the Premises and improvements thereof and thereon in good and usable repair and maintenance and the improvements in a safe, sanitary, orderly and sightly condition. The Premises shall, at all times, be maintained in accordance with any applicable Building Code of Adams County, as adopted, amended or modified from time to time as required by law. Without limiting the foregoing:

a. Good Condition. Tenant shall keep leased Premises in good order and condition as set out above and will do all necessary and appropriate maintenance. If Tenant fails to so maintain the Premises, the Landlord, after (30) days written notice to Tenant, may, but shall not be obligated to, perform such maintenance and the cost thereof shall be invoiced to the Tenant by Landlord for immediate payment.

b. Removal of Waste. Tenant shall be responsible for the placement and charges of suitable trash containers for the removal of waste. Tenant shall not permit rubbish, debris, waste materials, or anything noxious or detrimental to safety or health or likely to create objectionable odors, a fire hazard, or conducive to deterioration, to remain on any part of the leased Premises or to be disposed of improperly. Tenant shall not permit any wastes, liquids, or other material to become a part of the influence to the Landlord's sewage plant which would cause malfunction of the plant equipment or impede the normal chemical and biological workings of the plant process system.

c. Snow Removal and Maintenance. Tenant shall be responsible for the cost of removing snow from and maintaining the cleanliness of leasehold paved areas as shown on Exhibit "A".

d. Repair. Tenant agrees to repair and maintain the parking spaces and apron within the leased premises so that surface and subsurface conditions are safe and structurally sound.

12. Use. The Tenant shall conduct and carry on in the Premises only the business for which the Premises are leased, and shall not use the Premises for illegal purposes.

13. Liens and Insolvency. Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. If the Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or if receiver, assignee, or other liquidating officer is appointed for the business of the Tenant, the Landlord may cancel this Lease through appropriate legal means.

14. Assignment

a. Rentals. Tenant may rent or sell hangar space for the purpose described in paragraph 2 of this Lease for a term in which the Tenant determines in its sole discretion, provided (1) the Tenant submits and receives Landlord approval of the proposed sale or rental of lease space; (2) the Tenant keeps the Landlord informed of the name, address, telephone number and aircraft make, model and registration number of all current hangar subtenants; and (3) the subtenant must abide by the terms of this Lease.

b. Default. If all or any part of the Premises are sublet or occupied by anybody other than the Tenant, the Landlord may, after default by the Tenant, collect rent from any and all subtenants or occupants, but such collection shall not be deemed a waiver of any agreement, term, covenant, or condition thereof, nor the acceptance by the Landlord of any subtenant or occupant as tenant.

15. Access. The Tenant will allow the Landlord or the Landlord's agents free access at all reasonable times and upon at least twenty-four (24) hours' notice to the Premises during normal business hours for the purpose of inspection. Nothing herein shall be construed in any way as limiting the authority of the Landlord's building official under existing law. In case of any emergency, the Landlord shall have immediate access.

16. Liability Insurance. Tenant shall at all times carry and maintain liability insurance in a company or companies which are acceptable to Landlord, insuring Tenant against all claims for damages for personal injury, including death, and against all claims for damage and destruction of property, which may arise by the acts or negligence of the Tenant, its agents, employees or servants, or by any means of transportation whatsoever, including owned, non-owned, and hired automobiles, to the extent required in Exhibit "C" attached hereto and incorporated herein. Landlord shall be named in all such policies as an additional named insured, and a duplicate true certified copy of the original of such insurance policy or policies shall be furnished to Landlord. Each such policy shall provide that the policy may not be canceled without the company first giving Landlord at least thirty (30) days written notice. Tenants Lessees shall maintain minimum insurance coverage's as required by the State of Colorado, as may be amended, for Lessee vehicles operating on the AOA of the Front Range Airport, and shall guarantee that Lessees guests have minimum insurance coverage's as required by the State of Colorado which are currently \$25,000 Bodily Injury; \$50,000 Per Accident; \$15,000 Property Damage, as may be amended from time to time.

17. Accidents-Indemnity. All personal property on said leased premises shall be at the risk of the Tenant. Landlord shall not be liable for any damage, either to person or property, sustained by the Tenant or others, caused by defects now at said premises or hereafter occurring therein, or due to the condition of any buildings hereafter erected to any part or appurtenances thereof becoming out of repair, or caused by fire, or by the bursting or leaking of water, gas, sewer, or steam pipes, or from any act of Tenant or other occupant(s) of the building(s), or any other person(s), or due to the happening of any accident from any cause in or about said buildings.

18. Fire Insurance. The Tenant shall at all times and during construction carry at its own expense fire insurance, hazard insurance, and vandalism and malicious mischief fire insurance on all buildings existing or hereafter constructed on the Premises acceptable to the Landlord, which policy or policies shall name the Landlord as an additional named insured, and to the extent of Landlords improvements upon the property, if any. The original policy, a duplicate certified true copy, or such other evidence of insurance as the Landlord shall have agreed in writing to accept, shall be on deposit with the Landlord at all times during the term hereof. Each such policy shall provide that the policy may not be canceled without the company first giving the Landlord at least thirty (30) days prior written notice. No such policy shall contain a deductible clause greater than FIVE THOUSAND DOLLARS (\$5,000) per claim. In the event of loss, the Tenant shall pay such deductible sum.

19. Application of Fire Insurance Proceeds in the Event of Loss. If any building(s) on the premises is partially or totally destroyed by fire, earthquake, or other casualty during the term of this Lease, the proceeds of insurance shall be used for the purpose of rebuilding such building(s) and or clean up. The proceeds shall first be applied to the cost of clean-up to the extent required by the Landlord. It is understood that if the Tenant sublets the premises and passes the expense of fire, earthquake, or other casualty insurance or of liability insurance on to the subtenant, the Tenant will require all insurance policies to name both the Landlord and Tenant (but as Landlord thereunder) as additional named insured parties as required above, as their interests may appear.

Any sublease declaration shall reflect the provisions of this Lease as to the selection of the insurer and the amount and nature of the coverage.

20. Recovery of Leased Premises. The Landlord is authorized to recover the leased premises from the Tenant in the event that the Airport determines the premises are required for another airport purpose. In the event such a determination is made and Landlord elects to recover the Premises, Landlord shall compensate Tenant for the value of the remainder of this Lease and the improvements on the premises based upon a twenty five (25) year Lease term. In the event of disagreement as to the value of the remainder of this Lease and the improvements on the premises, Landlord and Tenant agree to each retain an appraiser to determine the value of the remainder of this Lease and the improvements on the premises. If those appraisers are unable to agree on the value, a third appraiser shall be appointed by the two appraisers and that appraisers valuation shall be conclusive and binding upon both parties. The value of the improvements shall be pro-rated based upon the remaining length of this twenty year Lease, unless prior notice of termination has been given by Tenant. If the tenant has given written notice of termination, the Premises shall be surrendered by Tenant to Landlord without regard to this provision.

21. Tenants Right of Cancellation. In addition to any other remedies available to the Tenant, this agreement shall be subject to cancellation by the Tenant should any one or more of the following events occur.

a. Abandonment of Airport. The permanent abandonment of the Airport as an operating airport by act or decision of the Landlord. Tenant would be entitled to retake the hangar on the premises and be entitled to recover prepaid rent.

b. Supervening Event. The occurrence of any act of God which precludes the Tenant, from the use of the property for the purposes enumerated herein or from the use of airport facilities for a period of at least six months; however, neither Tenant nor Landlord shall have any liability under this subparagraph for any act of God under any theory on which recovery may be sought;

c. Landlord Breach of Lease. The breach by the Landlord of any of the covenants, terms or conditions of this agreement to be kept, performed and observed by the Landlord and the failure to remedy such breach within a period of sixty (60) days after written notice from the Tenant of the occurrence of the breach;

22. Improvements After Termination of Lease. Upon termination of this Lease the buildings, alterations, and additions made by the Tenant to the property shall be removed by Tenant at Tenants sole expense and premises surrendered in the same condition as existed at the time of execution of this Lease.

23. Notice. All notices and consents hereunder shall be given in writing, delivered in person, or mailed by certified mail, return receipt requested, postage prepaid, to the Front Range Airport Authority, with a copy to the Director of Aviation at its address below, Front Range Airport Authority, 5200 Front Range Parkway, Watkins, Colorado 80137-7131, the Board of County Commissioners at 450 South 4th Avenue, Brighton, Colorado 80601 and to the Tenant Chuck King, 2156 E. Mineral Avenue, Littleton, CO 80122.

24. Governmental Fees. All fees due under applicable law to the City, County or State on account of any inspection made on leased Premises by any officer thereof shall be paid by the Tenant.

a. Signs. All signs and symbols placed in the windows or doors or elsewhere about the Premises, or upon the exterior part of the buildings, shall be subject to the approval of the Landlord or Landlords agents. In the event the Tenant places signs or symbols on the exterior of said buildings or in the windows or doors or elsewhere where they are visible from the street that are not satisfactory to the Landlord or Landlord's agents, the Landlord or Landlord's agents may immediately demand removal of such signs or symbols at the cost of Tenant, and the refusal of the Tenant to comply with such demand within a reasonable time will entitle the Landlord to immediately remove said signs at Tenants expense. Any signs so placed on the Premises shall be so placed upon the understanding and agreement that the Tenant will remove same at the termination of the tenancy herein, and if not by Tenant, then the Landlord may have same removed at Tenant's expense. In installing any signs the Tenant shall conform to all requirements of applicable laws and regulations and pay applicable fees.

25. Default and Re-entry. Unless resulting from events enumerated in paragraphs 19 and 20 herein, if any rents above reserved or any part thereof shall be and

remain unpaid when the same shall become due, or if the Tenant shall violate or default in any of the covenants and agreements herein contained, the Landlord may cancel this Lease upon giving 60 days written notice to the Tenant. If the default or violation is not cured within said 60 days, the Lease shall then be canceled at the end of the said 60 days and the parties' obligations pursuant to the terms of this Lease shall terminate at that time. Tenant shall be entitled to any advance rents or other fees paid in advance and Landlord shall then be entitled to re-take the Premises. If Tenant refuses to remove itself from the premises, Landlord will then have the Tenant removed pursuant to Colorado statute.

26. Breach of Lease by Tenant. In the event of breach of any condition or term of this Agreement by Tenant, the Landlord shall have the right to terminate this Lease upon 60 days written notice if Tenant does not cure any default within the said 60 day period.

27. Nonwaiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements of this Lease, shall not be construed to be a waiver or relinquishment of any such strict performance, or any other covenants or agreements, but the same shall be and remain in full force and effect.

28. Hold Over. Should the Tenant hold over after the expiration of the term of this Lease, Tenant agrees to pay Landlord rent pursuant to the terms of this Lease.

29. Landlord's Ownership. Landlord warrants that it is the owner of the Premises and that it has the right to lease the Premises under the terms of this Lease.

30. Hazardous Substances. The Landlord warrants that the Premises being leased hereunder are free from contamination from hazardous substances. The Tenant shall not permit hazardous substances upon the Premises except those that are normally associated with aeronautical-like purposes.

31. Motor Vehicle Parking on Premises. Parking of vehicles will be permitted only in designated parking area or within the hangars. Only operational vehicles will be parked on Tenants Premises.

32. Parking Aircraft on Premises. Tenant shall not park or leave aircraft on taxiways or on pavement adjacent to the premises in a manner which unduly interferes with or obstructs access to adjacent hangars. Only airworthy aircraft will be parked on Tenants apron.

33. Venue. Each party hereto acknowledges that this agreement is entered into within the State of Colorado and that the courts of the County of Adams, State of Colorado, shall have jurisdiction and venue for any and all claims, controversies, disputes and disagreements arising out of this agreement or the breach thereof.

34. Site Plan. Where reference is made in this Lease to a plot plan or site plan, it is understood and agreed between the parties that such plan must include as a minimum those matters hereinafter set forth and shall be in the form of a scale drawing of the entire leased Premises with all of those matters set forth to scale and legible thereon:

- a. Location of all structures and sizes thereof, together with size and location of any future structures which the Tenant anticipates may be placed on the Premises;
- b. Location of all roads, driveways, entrances, and exits;
- c. Location of all parking areas and description of method of delineating such areas by curbs or other methods;
- d. Location of all utilities and, in case of underground utilities, mention thereof;
- e. Interior and exterior drainage;
- f. Location and type of all fencing and gates;
- g. Site and exterior building lighting;
- h. Location of taxiway ingress and egress.

35. Completion of Improvement. Tenant agrees to complete the improvements in complete compliance with the terms of this agreement. Should Tenant fail to complete construction of the building pursuant to the terms of Section 6., Tenant agrees to pay Front Range Airport Authority the sum of monies as shall be necessary for Front Range Airport Authority or its designee to satisfactorily complete the improvements. Such monies shall be paid to Front Range Airport Authority within 30 days from receipt of invoice.

36. Indemnification. Tenant assumes the risk of loss or damage to the hangar and its contents, whether from windstorm, fire, earthquake, snow, water run-off, or any other causes whatsoever. Tenant covenants and agrees that it will indemnify and save harmless Landlord from all demands, claims, costs, causes of action or judgment, from all expenses that be incurred, in investigating or resisting the same, arising from or growing out of acts or omissions of Tenant, its contractors, agents, members, stockholders, employees, invitees, servants, subtenants, successors or assigns in connection with its occupancy or their occupancy of any portion of Front Range Airport, including the leased premises.

37. Legal Description. At the completion of the project, the Tenant is responsible for providing Landlord with a legal description of the site and structures including the location of utilities. If the legal description is greater than 5% or less than 5% of the square footage for the building the legal description shall be used to compute land lease fees effective with the effective date of the lease.

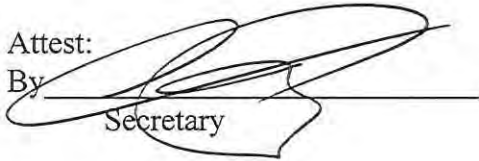
38. Notice of Proposed Construction. Tenant shall file FAA Form 7460-1 with the Federal Aviation Administration at least 30 days prior to the date of proposed construction.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the 5th day of December, 1997.


Landlord:
Front Range Airport Authority

Attest:

By


Secretary

By



Perry Miller, Chairman

Adams County Board of Commissioners

approved as to form



By

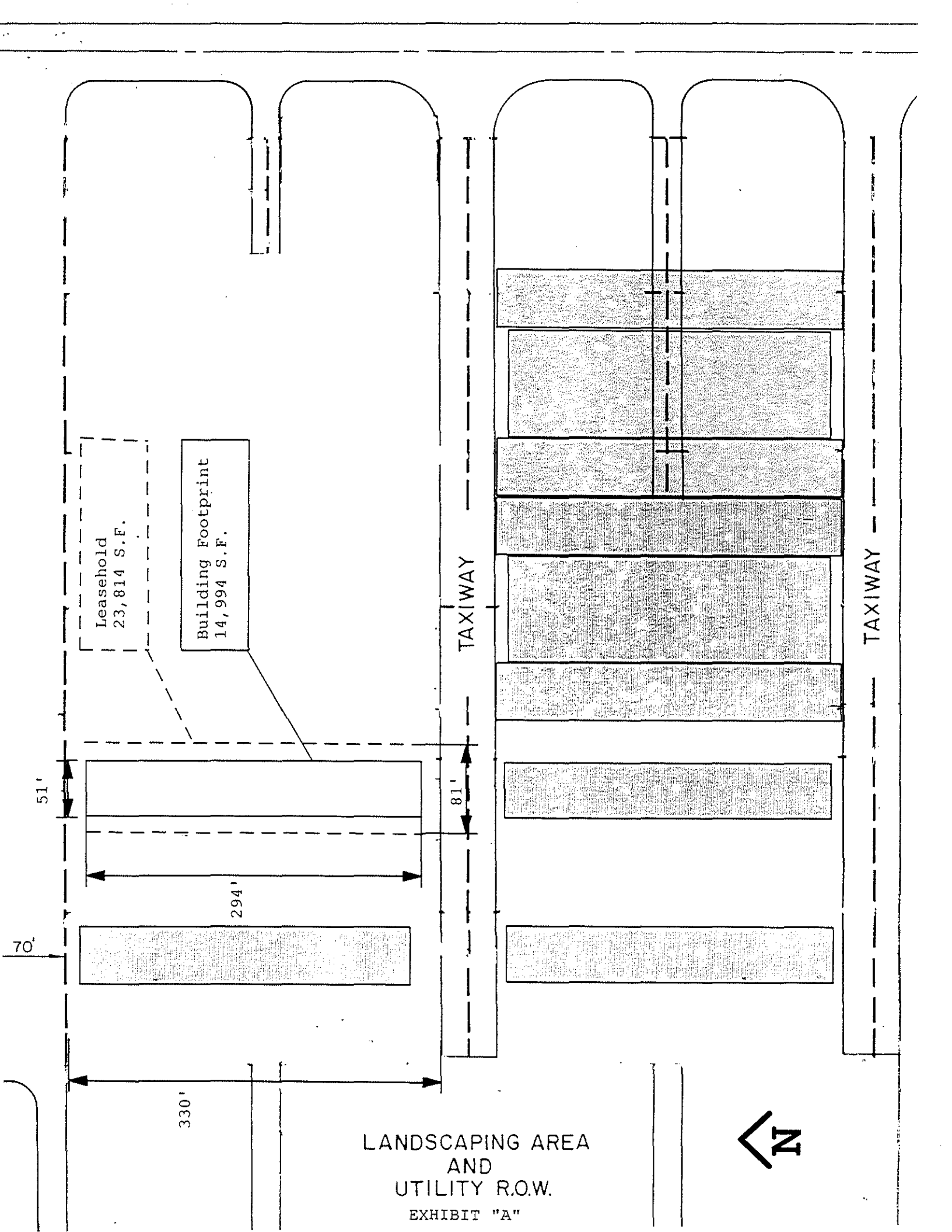

Martin J. Flaum, Chairman 1-5-98

Tenant:

By


Chuck King

KING2.DOC



Leasehold
23,814 S.F.

Building Footprint
14,994 S.F.

51'

294'

70'

TAXIWAY

81'

TAXIWAY

330'

LANDSCAPING AREA
AND
UTILITY R.O.W.
EXHIBIT "A"



EXHIBIT B

UTILITIES AND DRAINAGE

Tenant is responsible for bringing utilities from the present point of termination to the perimeter of the of the Premises except that Tenant and Landlord shall share equally in the cost of moving the electric transformer to a location that will not interfere with the building.

Additionally, Landlord will move the existing storm water drain on Premises to a location that will not interfere with the t-hangar building. Tenant at its expense, will install a new storm water drain on Premises at a location approved by Landlord.

Additionally, Landlord at its expense will grade and finish the transitional area between the Chuck King t-hangar and the Fliteline t-hangar per the Airports requirement for site completion and in a manner that will control erosion. The transitional area will be completed within 30 days after the completion of paving of the West Apron by Chuck King, subject to weather conditions.

EXHIBIT C

INSURANCE

The Tenant will be required to procure and maintain, at its own expense and without cost to the Landlord, the kinds and minimum amounts of insurance as follows:

I. Comprehensive General Liability

In the amount of not less than one million dollars combined single limit.
Coverage to include:

- A. Premises
- B. Products/Completed Operations
- C. Broad Form Comprehensive, General Liability
- D. Front Range Airport Authority and Adams County as Additional Insured

II. Comprehensive Automobile Liability

In the amount of not less than \$600,000 combined single limit for bodily injury and property damage.

III. Employers Liability, Worker's Compensation and Unemployment Insurance

The Tenant shall secure and maintain employer's liability, Workman's Compensation Insurance and Unemployment Insurance that will protect it against any and all claims resulting from injuries to and death of workmen engaged in work under this contract.

Certificate of Insurance

The Tenant shall not commence work under this contract until it has submitted to the landlord, and received approval thereof, certificates of insurance showing that it has complied with the foregoing insurance.

All referenced insurance policies and/or certificates of insurance shall be issued to include the Front Range Airport Authority as an "additional insured". The name of the bid or project must appear on the certificate of insurance.

1. Underwriters shall have no right of recovery or subrogation against the Front Range Airport Authority; it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

EXHIBIT C (CONTINUED)

INSURANCE

2. The clause entitled "Other Insurance Provisions" contained in any policy including Front Range Airport Authority as an additional named insured shall not apply to Front Range Airport Authority.
3. The insurance companies issuing the policy or policies shall have no recourse against Front Range Airport Authority for payment of any premiums due or for any assessments under any form or any policy.
4. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

If any of the said policies shall be or at any time become unsatisfactory to the Landlord as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the Landlord, the Tenant shall promptly obtain a new policy, submit the same to the Landlord for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Tenant to furnish deliver and maintain such insurance as provided herein, this contract, at the election of the Landlord, may be immediately declared suspended, discontinued or terminated after 60 days written notice to the Tenant. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

**CONSENT TO ASSIGNMENT
AND ASSIGNMENT**

This Agreement is entered into between Front Range Airport Authority (hereafter "**Authority**" or "**Landlord**"), Chuck King (hereafter "**King**" or "**Tenant**") and Eagle Hangar I Condominium Association, Inc. (hereafter "Association"), on the date set forth hereinbelow.

WHEREAS, on July 9, 1997, Authority entered into an agreement with King for a landlease (hereafter "**Land Lease**") of certain real property identified as Building Site T-32, located at the Front Range Airport, 5200 Front Range Parkway, Watkins, Colorado, 80137-7131, a copy of which is attached hereto as Appendix A, and

WHEREAS, King is the owner of a multi-unit T-hangar building on said real property, and

WHEREAS, King desires to sell and to assign all his rights and interests in the Land Lease to the Association and Association seeks to purchase said Land-Lease from King; and

WHEREAS, such assignment, sale and purchase of the Land Lease is subject to approval by Authority,

NOW THEREFORE, the Parties agree as follows:

1. In accord with Paragraph 14(a) of the Land Lease, Landlord hereby grants its approval of the assignment, sale and purchase of the Land Lease as more fully described in the description set forth in Appendix A, from Tenant to Association.

2. Association agrees to be bound by all terms and conditions of the Land Lease Agreement and, in the event of default, bankruptcy, or other event as defined in Paragraphs 13, 14(b), and 25 of the Land Lease, Association agrees to indemnify Tenant for any costs, fees, expenses, duties, and liabilities attributable under the terms of the Land Lease; and

3. Association agrees to be bound by all terms and conditions of the Land Lease Agreement and, in the event of default, bankruptcy, or other event as defined in Paragraphs 13, 14(b), and 25 of the Land Lease, Landlord, agrees to hold Tenant harmless of any costs, fees, expenses, duties, and liabilities attributable under the terms of the Land Lease; and

WHEREFORE, the Parties have read this Agreement and hereby agree to be bound by its terms.

Derry Miller
Front Range Airport Authority

Date:

Chuck King
Chuck King -- Tenant

Date: *3-17-98*

Chuck King
Eagle Hangar I Condominium Association, Inc.

Date: *3-17-98*

End of Agreement

ASMT-L



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 21, 2018
SUBJECT: Internship for Nutrition and Nursing Programs
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Adams County Human Services Department, Head Start Division
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves an Educational Affiliation Agreement to the University of Northern Colorado College of Natural and Health Sciences to provide Internship for Nutrition and Nursing Programs.

BACKGROUND:

Adams County Human Services Department (HSD) is providing an experimental learning site as a Community Agency for the School of Nursing and the Nutrition Internship managed through the University of Northern Colorado (UNC). The Nursing and the Nutrition Internship program will be for the HSD Head Start Division 2018-2019 school years. HSD Health and Nutrition staff will serve as education mentors and in return will receive assistance from the students enrolled in UNC's School of Nursing and the Nutrition Internship program. This is in line with the expectation through UNC's courses, as well as, any expected specific competencies from their program. Some of the areas include, but are not limited to:

- Body Mass Index (BMI) Screening
- Sensory screening
- Lead and Anemia screening
- Classroom health and nutrition education
- Participation in specific projects pertaining to health and nutrition

The purpose of the internship programs is to secure various clinical, practicum, and/or internship/externship experience sites for students enrolled in UNC's accredited academic programs and/or educational requirements.

UNC desires that certain students and faculty members, when appropriate, be permitted to visit and utilize the Agency's premises to afford students and faculty the opportunity to engage in clinical educational experiences.

Adams County Human Services Department has worked with UNC in similar programs for the past several years and is pleased with UNC's Internship programs, which recognizes the need for expansion of the educational development of healthcare professionals, and desires to make its premises available for such purposes. HSD is currently providing these services, has the facility and professional staff appropriate for these internship programs, and would like to enter into a two-year internship program agreement.

Both HSD and UNC have agreed that neither of the two parties will exchange any tender for the Internship program, therefore, the cost for the Educational Affiliation Agreement will be in the amount zero dollars (\$00.00).

The service effective date will begin September 1, 2018, through August 31, 2020.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services Department Head Start Division

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund:	
Cost Center:	

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Revised 06/2016

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN EDUCATIONAL AFFILIATION AGREEMENT
BETWEEN THE UNIVERSITY OF NORTHERN COLORADO COLLEGE OF NATURAL
AND HEALTH SCIENCES AND THE ADAMS COUNTY HUMAN SERVICES
DEPARTMENT TO PROVIDE A NURSING INTERNSHIP PROGRAM

WHEREAS, the University of Northern Colorado College of Natural and Health Sciences (UNC), submitted an intergovernmental agency proposal to secure various clinical, practicum, and/or internship and externship experience sites for students enrolled in UNC's accredited academic programs and/or educational requirements; and,

WHEREAS, the Human Services Department (HSD) recognizes the need for expansion of the educational development of healthcare professionals and desires to make its premises available for such purposes; and,

WHEREAS, both HSD and UNC have agreed that cost of the Nursing Internship program will be in the amount zero dollars (\$00.00).

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Educational Affiliation Agreement between the University of Northern Colorado College of Natural and Health Sciences and the Adams County Human Services Department to provide a Nursing Internship program is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Educational Affiliation Agreement on behalf of the County.

EDUCATIONAL AFFILIATION AGREEMENT
BETWEEN
UNIVERSITY OF NORTHERN COLORADO
COLLEGE OF NATURAL and HEALTH SCIENCES

AND
ADAMS COUNTY HUMAN SERVICES DEPARTMENT - HEAD START DIVISION

THIS EDUCATIONAL AFFILIATION AGREEMENT is made effective September 3, 2018, between the State of Colorado acting by and on behalf of the BOARD OF TRUSTEES FOR THE UNIVERSITY OF NORTHERN COLORADO, an institution of higher education organized and existing under the laws of the State of Colorado, for the use and benefit of the College of Natural and Health Sciences, 501 20th Street, Campus Box 134, Greeley, Colorado 80639, ("College"), and ADAMS COUNTY HUMAN SERVICES DEPARTMENT-HEAD START DIVISION, 7111 East 56th Avenue, Commerce City, Colorado 80022 ("Agency").

FACTUAL RECITALS

A. The purpose of this Agreement is to secure various clinical, practicum, or internship/externship experience sites for students enrolled in the College's accredited academic programs and/or educational requirements and/or as required for the award of a degree in a particular area of study, students must complete supervised experience.

B. College has established and is a provider of degreed programs for the education of students studying natural and health sciences identified as Athletic Training, Audiology Speech-Language Sciences, Biological Sciences, Chemistry and Biochemistry, Community Health, Dietetics, Earth Sciences, Gerontology, Human Services, Rehabilitation Counseling and Sciences, Mathematical Sciences, **Nursing**, Nutrition, Physics, Recreation Tourism and Hospitality, and Sport and Exercise Science, hereinafter referred to as "Programs", which require the educational facilities of Agency. College desires students to have clinical educational experiences that can be provided by Agency under the terms and conditions set forth in this Agreement.

C. Clinical or internship education and experience is a required and is an integral component of the College Program, and College desires that certain of its students, and when appropriate, certain of its faculty members be permitted to visit and utilize Agency's premises to afford such students and faculty the opportunity to engage clinical educational experiences.

D. College desires to enhance educational programs and clinical education of College's students by and through this Educational Affiliation Agreement because Agency recognizes the need for expansion of the educational development of healthcare professionals, and desires to make its premises available for such purposes. Agency is an established provider of such services. Agency has the facilities and professional staff appropriate for this internship.

E. The parties agree that no money will be paid by either party to the other under the terms and conditions of this Agreement and that the mutual benefits contained herein constitute sufficient consideration.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, Agency and College agree as follows:

1. DEFINITIONS. The following definitions apply:

1.1 "Internship" means a program of study as part of a College course or degree requirement, conducted in cooperation with the Agency, whereby students receive supervised experience and instruction in a professional setting.

1.2 "Site Supervisor" means that person employed or retained by the Agency as responsible for the development and administration of the internship affiliation with the College.

1.3 "Student" means a person enrolled in an academic program at College who is to perform the internship.

1.4 "College Supervisor" means the person employed or retained by College who is responsible for the development and administration of this internship affiliation with the Agency.

2. RESPONSIBILITIES OF COLLEGE

2.1 College will plan and implement an educational program for its students, such as plan and determine the adequacy of the educational experience of its students in theoretical training, basic skills in the provision of health care, professional ethics, attitude and behavior. College will determine a student's final grade. College will notify the Agency of each student's assignment and schedule, including the dates and purpose of affiliation, the name of each student, and the level of academic preparation. Agency may approve or disapprove all schedules and assignments.

2.2 College will advise students and faculty assigned to Agency of their responsibility for complying with the policies, rules and regulations of the Agency.

2.3 College's students will maintain health insurance and be responsible for all medical expenses incurred during a clinical or internship experience, and College will provide Agency with the names, and other pertinent information about each student to be assigned to Agency at least four (4) weeks prior to the student's assignment at Agency. College will also begin and provide Agency with advanced notice of its intention to remove a student from any clinical assignment at Agency.

2.4 Under its insurance program, College's employees are provided liability insurance coverage protection from claims arising out of state and federal law. Any student working offsite as part of an intern program or work study program shall be provided professional and general liability insurance coverage but only with respect to such a student's conduct within the scope of the intern program or work study program. A certificate evidencing the State's insurance program will be provided upon request.

2.5 Workers' compensation coverage is also provided by College for students who are participating in on-the-job training programs as a result of an accredited academic program and who receive no pay or remuneration from Agency.

2.6 If required by Agency, each student must obtain professional and general liability insurance within Agency's required limits of \$1,000,000 per occurrence/\$3,000,000 aggregate. College will notify each student to provide to Agency a copy of said insurance requirement and further to provide any change in coverages within thirty (30) days prior to any change going into effect.

2.7 College will educate students in HIPAA confidentiality and in universal blood and body fluid precautions, and to provide a current health record showing the student's physical status and all required immunizations and vaccinations, current Mantoux method PPD, and follow-up on exposures.

2.8 College has instructed students to comply with all requirements of this Agreement in a competent and professional manner, and in compliance with applicable guidelines, laws and regulations such as JCAHO, Medicare, and other applicable agencies.

3. RESPONSIBILITIES OF THE AGENCY

3.1 Agency will retain ultimate responsibility for provision of all client/patient care or patron service and that such care or service is its first priority of care to its patients or residents.

3.2 Agency will make available to assigned students, appropriate working environment, excluding living accommodations, equipment and supplies in order to provide supervised clinical educational experiences.

3.3 Agency will evaluate the performance of the College student(s) using forms provided by College. Agency will permit College students to perform services for Agency only when under the direct supervision of a registered, licensed or certified Agency caregiver in the discipline in which supervision is to be provided. Students will work, perform assignments, and participate in rounds, clinics, staff meetings, and in-service education programs at the discretion of supervisors designated by the Agency.

3.4 Agency will designate a Site Supervisor to coordinate this program and function as clinical supervisor with College's designated coordinator.

3.5 Agency will advise College in a timely manner of any serious deficiency noted in an assigned student's performance. In such event, the Agency and College will attempt to devise a plan by which the student may be assisted in achieving the stated objectives of the educational program or discharged from the program. Agency has the right to require College to withdraw any student whose health (despite reasonable accommodation) or performance is a detriment to patient, client or patron well-being or to the achievement of the objectives of the affiliation.

Agency may immediately remove from the premises any student who poses an immediate threat or danger to personnel, or property, or for unprofessional behavior.

3.6 Agency requires criminal background checks of every student or faculty member. College shall notify each student and faculty member of this requirement prior to enrollment or participation in the Program. It shall be the responsibility of the student to ensure that (i) timely arrangements for the background checks are made; (ii) such checks are conducted by a third party approved by Agency and (iii) the results of the background checks are forwarded directly to Agency. Student shall bear the costs associated with such checks unless otherwise agreed to by Agency.

4 MUTUAL RESPONSIBILITIES OF COLLEGE AND AGENCY

4.1 College and Agency will determine the number of students assigned to the Agency and the length of the assignment.

4.2 This Agreement does not contemplate the payment of a fee or remuneration by either party to the other. By entering into this Agreement, the parties hereto contemplate that this Agreement anticipates an independent working relationship. It does not intend that any party of one entity be or become an employee of the other party, except that to the extent that the activities performed hereunder are subject to the provisions of the Healthcare Information Portability and Accountability Act of 1996 ("HIPAA"), the student shall be deemed a member of the Agency's workforce at all times while performing the internship duties and activities.

4.3 Both parties agree that each will not discriminate on the basis of race, sex, creed, color, age, national origin, individual handicap, veteran status, sexual orientation or political affiliation in any aspect of student selection for clinical experiences or in disciplining procedures.

4.4 Both parties mutually agree to modify this Agreement to comply with the requirements of any privacy act with respect to the confidentiality of College, Agency or student confidential information, rules and safeguards for covered data and information which may be anticipated under this Agreement (covered data and information includes both paper and electronic records). Any provision of this Agreement creating obligations extending beyond the term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for termination.

4.5 This Agreement will become effective upon last date of execution by the parties and will remain in effect until any provisions for termination contained herein may allow. In the event this Agreement is terminated as contemplated herein, students who are participating in the clinical learning experiences at the time of termination will be allowed to complete the experience for the then current school semester under the terms and conditions herein. Either party may terminate this Agreement at any time during its term with or without cause or by giving thirty (30) days prior written notice to the other party.

4.6 Any amendments to this Agreement will be effective only if in writing and signed by the parties hereto.

4.7 The invalidity or unenforceability of any provision of this Agreement will not affect the validity or any other provision.

4.8 It is the intent of the parties that no individual or entity be construed or considered to be an intended or implied as a third-party beneficiary under this Agreement. It is the express intention of the undersigned parties that any entity, other than the undersigned parties, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

4.9 No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.

4.10 For the purpose of this Agreement, the individuals identified below are hereby designated representatives of the respective parties. Either party may from time to time designate in writing substitute addresses or persons to whom such notices shall be sent:

Please complete the following information:

If to Agency:

Leslie Oliver
Adams County Head Start
7111 East 56th Avenue
Commerce City, Colorado 80022
Phone: (781)460-8360
Email: loliver@adcogov.org

If to College:

Dr. Ellen Meyer Gregg, Dean
College of Natural & Health Sciences
University of Northern Colorado
501 20th Street, Campus Box 134
Greeley, CO 80639
Phone: 970-351-2877

Any notice mailed in compliance with this clause will be deemed to have been given upon the earlier of receipt or three days after deposit, except that notice of change of address will not be deemed effective until actual receipt by the intended recipient.

4.11 Neither party may assign its rights or obligations hereunder without the prior written approval of the other party, which approval shall not be unreasonably withheld.

4.12 The person(s) executing this Agreement on behalf of each party warrants that such person has full authorization to execute this Agreement.

4.13 Each party may enter into similar agreements with other training institutions, provided that such agreements do not materially interfere with the ability of each party to carry out its obligations hereunder.

4.14 This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Should a dispute arise, the parties agree to first resolve the issue between legal counsel, then failing resolution, to seek relief in a court of competent jurisdiction.

4.15 This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

THIS Educational Affiliation Agreement contains the entire understanding of the parties and supersedes any and all previous agreements.

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PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 21, 2018
SUBJECT: Internship for Nutrition and Nursing Programs
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Adams County Human Services Department, Head Start Division
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves an Educational Affiliation Agreement to the University of Northern Colorado College of Natural and Health Sciences to provide Internship for Nutrition and Nursing Programs.

BACKGROUND:

Adams County Human Services Department (HSD) is providing an experimental learning site as a Community Agency for the School of Nursing and the Nutrition Internship managed through the University of Northern Colorado (UNC). The Nursing and the Nutrition Internship program will be for the HSD Head Start Division 2018-2019 school years. HSD Health and Nutrition staff will serve as education mentors and in return will receive assistance from the students enrolled in UNC's School of Nursing and the Nutrition Internship program. This is in line with the expectation through UNC's courses, as well as, any expected specific competencies from their program. Some of the areas include, but are not limited to:

- Body Mass Index (BMI) Screening
- Sensory screening
- Lead and Anemia screening
- Classroom health and nutrition education
- Participation in specific projects pertaining to health and nutrition

The purpose of the internship programs is to secure various clinical, practicum, and/or internship/externship experience sites for students enrolled in UNC's accredited academic programs and/or educational requirements.

UNC desires that certain students and faculty members, when appropriate, be permitted to visit and utilize the Agency's premises to afford students and faculty the opportunity to engage in clinical educational experiences.

Adams County Human Services Department has worked with UNC in similar programs for the past several years and is pleased with UNC's Internship programs, which recognizes the need for expansion of the educational development of healthcare professionals, and desires to make its premises available for such purposes. HSD is currently providing these services, has the facility and professional staff appropriate for these internship programs, and would like to enter into a two-year internship program agreement.

Both HSD and UNC have agreed that neither of the two parties will exchange any tender for the Internship program, therefore, the cost for the Educational Affiliation Agreement will be in the amount zero dollars (\$00.00).

The service effective date will begin September 1, 2018, through August 31, 2020.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services Department Head Start Division

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund:	
Cost Center:	

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

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

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Revised 06/2016

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN EDUCATIONAL AFFILIATION AGREEMENT
BETWEEN THE UNIVERSITY OF NORTHERN COLORADO COLLEGE OF NATURAL
AND HEALTH SCIENCES AND THE ADAMS COUNTY HUMAN SERVICES
DEPARTMENT TO PROVIDE A NUTRITION INTERNSHIP PROGRAM

WHEREAS, the University of Northern Colorado College of Natural and Health Sciences (UNC), submitted an intergovernmental agency proposal to secure various clinical, practicum, and/or internship and externship experience sites for students enrolled in UNC's accredited academic programs and/or educational requirements; and,

WHEREAS, the Human Services Department (HSD) recognizes the need for expansion of the educational development of healthcare professionals and desires to make its premises available for such purposes; and,

WHEREAS, both HSD and UNC have agreed that cost of the Nutrition Internship Program will be in the amount zero dollars (\$00.00).

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Educational Affiliation Agreement between the University of Northern Colorado College of Natural and Health Sciences and the Adams County Human Services Department to provide a Nutrition Internship Program is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Educational Affiliation Agreement on behalf of the County.

EDUCATIONAL AFFILIATION AGREEMENT
BETWEEN
UNIVERSITY OF NORTHERN COLORADO
COLLEGE OF NATURAL and HEALTH SCIENCES
AND
ADAMS COUNTY HUMAN SERVICES DEPARTMENT - HEAD START DIVISION

THIS EDUCATIONAL AFFILIATION AGREEMENT is made effective September 3, 2018, between the State of Colorado acting by and on behalf of the BOARD OF TRUSTEES FOR THE UNIVERSITY OF NORTHERN COLORADO, an institution of higher education organized and existing under the laws of the State of Colorado, for the use and benefit of the College of Natural and Health Sciences, 501 20th Street, Campus Box 134, Greeley, Colorado 80639, ("College"), and ADAMS COUNTY HUMAN SERVICES DEPARTMENT-HEAD START DIVISION, 7111 East 56th Avenue, Commerce City, Colorado 80022 ("Agency").

FACTUAL RECITALS

- A. The purpose of this Agreement is to secure various clinical, practicum, or internship/externship experience sites for students enrolled in the College's accredited academic programs and/or educational requirements and/or as required for the award of a degree in a particular area of study, students must complete supervised experience.
- B. College has established and is a provider of degreed programs for the education of students studying natural and health sciences identified as Athletic Training, Audiology Speech-Language Sciences, Biological Sciences, Chemistry and Biochemistry, Community Health, Dietetics, Earth Sciences, Gerontology, Human Services, Rehabilitation Counseling and Sciences, Mathematical Sciences, Nursing, **Nutrition**, Physics, Recreation Tourism and Hospitality, and Sport and Exercise Science, hereinafter referred to as "Programs", which require the educational facilities of Agency. College desires students to have clinical educational experiences that can be provided by Agency under the terms and conditions set forth in this Agreement.
- C. Clinical or internship education and experience is a required and is an integral component of the College Program, and College desires that certain of its students, and when appropriate, certain of its faculty members be permitted to visit and utilize Agency's premises to afford such students and faculty the opportunity to engage clinical educational experiences.
- D. College desires to enhance educational programs and clinical education of College's students by and through this Educational Affiliation Agreement because Agency recognizes the need for expansion of the educational development of healthcare professionals, and desires to make its premises available for such purposes. Agency is an established provider of such services. Agency has the facilities and professional staff appropriate for this internship.
- E. The parties agree that no money will be paid by either party to the other under the terms and conditions of this Agreement and that the mutual benefits contained herein constitute sufficient consideration.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, Agency and College agree as follows:

1. **DEFINITIONS.** The following definitions apply:
 - 1.1 "Internship" means a program of study as part of a College course or degree requirement, conducted in cooperation with the Agency, whereby students receive supervised experience and instruction in a professional setting.
 - 1.2 "Site Supervisor" means that person employed or retained by the Agency as responsible for the development and administration of the internship affiliation with the College.
 - 1.3 "Student" means a person enrolled in an academic program at College who is to perform the internship.
 - 1.4 "College Supervisor" means the person employed or retained by College who is responsible for the development and administration of this internship affiliation with the Agency.

2. RESPONSIBILITIES OF COLLEGE

2.1 College will plan and implement an educational program for its students, such as plan and determine the adequacy of the educational experience of its students in theoretical training, basic skills in the provision of health care, professional ethics, attitude and behavior. College will determine a student's final grade. College will notify the Agency of each student's assignment and schedule, including the dates and purpose of affiliation, the name of each student, and the level of academic preparation. Agency may approve or disapprove all schedules and assignments.

2.2 College will advise students and faculty assigned to Agency of their responsibility for complying with the policies, rules and regulations of the Agency.

2.3 College's students will maintain health insurance and be responsible for all medical expenses incurred during a clinical or internship experience, and College will provide Agency with the names, and other pertinent information about each student to be assigned to Agency at least four (4) weeks prior to the student's assignment at Agency. College will also begin and provide Agency with advanced notice of its intention to remove a student from any clinical assignment at Agency.

2.4 Under its insurance program, College's employees are provided liability insurance coverage protection from claims arising out of state and federal law. Any student working offsite as part of an intern program or work study program shall be provided professional and general liability insurance coverage but only with respect to such a student's conduct within the scope of the intern program or work study program. A certificate evidencing the State's insurance program will be provided upon request.

2.5 Workers' compensation coverage is also provided by College for students who are participating in on-the-job training programs as a result of an accredited academic program and who receive no pay or remuneration from Agency.

2.6 If required by Agency, each student must obtain professional and general liability insurance within Agency's required limits of \$1,000,000 per occurrence/\$3,000,000 aggregate. College will notify each student to provide to Agency a copy of said insurance requirement and further to provide any change in coverages within thirty (30) days prior to any change going into effect.

2.7 College will educate students in HIPAA confidentiality and in universal blood and body fluid precautions, and to provide a current health record showing the student's physical status and all required immunizations and vaccinations, current Mantoux method PPD, and follow-up on exposures.

2.8 College has instructed students to comply with all requirements of this Agreement in a competent and professional manner, and in compliance with applicable guidelines, laws and regulations such as JCAHO, Medicare, and other applicable agencies.

3. RESPONSIBILITIES OF THE AGENCY

3.1 Agency will retain ultimate responsibility for provision of all client/patient care or patron service and that such care or service is its first priority of care to its patients or residents.

3.2 Agency will make available to assigned students, appropriate working environment, excluding living accommodations, equipment and supplies in order to provide supervised clinical educational experiences.

3.3 Agency will evaluate the performance of the College student(s) using forms provided by College. Agency will permit College students to perform services for Agency only when under the direct supervision of a registered, licensed or certified Agency caregiver in the discipline in which supervision is to be provided. Students will work, perform assignments, and participate in rounds, clinics, staff meetings, and in-service education programs at the discretion of supervisors designated by the Agency.

3.4 Agency will designate a Site Supervisor to coordinate this program and function as clinical supervisor with College's designated coordinator.

3.5 Agency will advise College in a timely manner of any serious deficiency noted in an assigned student's performance. In such event, the Agency and College will attempt to devise a plan by which the student may be assisted in achieving the stated objectives of the educational program or discharged from the program. Agency has the right to require College to withdraw any student whose health (despite reasonable accommodation) or performance is a detriment to patient, client or patron well-being or to the achievement of the objectives of the affiliation.

Agency may immediately remove from the premises any student who poses an immediate threat or danger to personnel, or property, or for unprofessional behavior.

3.6 Agency requires criminal background checks of every student or faculty member. College shall notify each student and faculty member of this requirement prior to enrollment or participation in the Program. It shall be the responsibility of the student to ensure that (i) timely arrangements for the background checks are made; (ii) such checks are conducted by a third party approved by Agency and (iii) the results of the background checks are forwarded directly to Agency. Student shall bear the costs associated with such checks unless otherwise agreed to by Agency.

4 MUTUAL RESPONSIBILITIES OF COLLEGE AND AGENCY

4.1 College and Agency will determine the number of students assigned to the Agency and the length of the assignment.

4.2 This Agreement does not contemplate the payment of a fee or remuneration by either party to the other. By entering into this Agreement, the parties hereto contemplate that this Agreement anticipates an independent working relationship. It does not intend that any party of one entity be or become an employee of the other party, except that to the extent that the activities performed hereunder are subject to the provisions of the Healthcare Information Portability and Accountability Act of 1996 ("HIPAA"), the student shall be deemed a member of the Agency's workforce at all times while performing the internship duties and activities.

4.3 Both parties agree that each will not discriminate on the basis of race, sex, creed, color, age, national origin, individual handicap, veteran status, sexual orientation or political affiliation in any aspect of student selection for clinical experiences or in disciplining procedures.

4.4 Both parties mutually agree to modify this Agreement to comply with the requirements of any privacy act with respect to the confidentiality of College, Agency or student confidential information, rules and safeguards for covered data and information which may be anticipated under this Agreement (covered data and information includes both paper and electronic records). Any provision of this Agreement creating obligations extending beyond the term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for termination.

4.5 This Agreement will become effective upon last date of execution by the parties and will remain in effect until any provisions for termination contained herein may allow. In the event this Agreement is terminated as contemplated herein, students who are participating in the clinical learning experiences at the time of termination will be allowed to complete the experience for the then current school semester under the terms and conditions herein. Either party may terminate this Agreement at any time during its term with or without cause or by giving thirty (30) days prior written notice to the other party.

4.6 Any amendments to this Agreement will be effective only if in writing and signed by the parties hereto.

4.7 The invalidity or unenforceability of any provision of this Agreement will not affect the validity or any other provision.

4.8 It is the intent of the parties that no individual or entity be construed or considered to be an intended or implied as a third-party beneficiary under this Agreement. It is the express intention of the undersigned parties that any entity, other than the undersigned parties, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

4.9 No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.

4.10 For the purpose of this Agreement, the individuals identified below are hereby designated representatives of the respective parties. Either party may from time to time designate in writing substitute addresses or persons to whom such notices shall be sent:

Please complete the following information:

If to Agency:

Leslie Oliver
Adams County Head Start
7111 East 56th Avenue
Commerce City, Colorado 80022
Phone: (781)460-8360
Email: loliver@adcogov.org

If to College:

Dr. Ellen Meyer Gregg, Dean
College of Natural & Health Sciences
University of Northern Colorado
501 20th Street, Campus Box 134
Greeley, CO 80639
Phone: 970-351-2877

Any notice mailed in compliance with this clause will be deemed to have been given upon the earlier of receipt or three days after deposit, except that notice of change of address will not be deemed effective until actual receipt by the intended recipient.

4.11 Neither party may assign its rights or obligations hereunder without the prior written approval of the other party, which approval shall not be unreasonably withheld.

4.12 The person(s) executing this Agreement on behalf of each party warrants that such person has full authorization to execute this Agreement.

4.13 Each party may enter into similar agreements with other training institutions, provided that such agreements do not materially interfere with the ability of each party to carry out its obligations hereunder.

4.14 This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Should a dispute arise, the parties agree to first resolve the issue between legal counsel, then failing resolution, to seek relief in a court of competent jurisdiction.

4.15 This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

THIS Educational Affiliation Agreement contains the entire understanding of the parties and supersedes any and all previous agreements.

The remainder of this page left blank intentionally



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: August 21, 2018
SUBJECT: Workers' Compensation Third Party Administrator Services
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: County Attorney's Office, Risk Division
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment Three to renew the agreement with Tristar Risk Management, Inc., for Workers' Compensation Third Party Administrator Services.

BACKGROUND:

The Adams County Risk Division uses a Workers' Compensation Third Party Administrator (WC TPA) for its self funded Workers' Compensation Fund that provides comprehensive services to manage and administer claims for the County.

A formal Request for Proposal was performed in June 2016. Tristar Risk Management, Inc., was awarded an agreement to perform a full range of workers' compensation program services related to claims management, analysis and reporting. Tristar Risk Management, Inc., offered a creative and innovative approach that allowed the County to contain or reduce costs.

Original Agreement	WC Third Party Administrator	\$45,666.00
Amendment One	Additional Claims Services	\$0.00
Amendment Two	First Renewal	\$66,789.00
Amendment Three	Second Renewal (Final)	\$66,789.00
	TOTAL CONTRACT COST	\$179,244.00

It is recommended that Amendment Three for renewal of the agreement be approved with Tristar Risk Management, Inc., in the not to exceed amount of \$66,789.00 for a total contract amount of \$179,244.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office, Risk Division

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 0019
Cost Center: 8617

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	Various		\$66,789
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT THREE TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND TRISTAR RISK MANAGEMENT, INC., FOR WORKERS'
COMPENSATION THIRD PARTY ADMINISTRATOR SERVICES

WHEREAS, in 2016, the County awarded an agreement to Tristar Risk Management, Inc., for Workers' Compensation Third Party Administrator Services; and,

WHEREAS, the Risk Division of the County Attorney's Office recommends approval of Amendment Three for renewal of services in the not to exceed amount of \$66,789.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Three to renew the Agreement between Adams County and Tristar Risk Management, Inc., for the Workers' Compensation Third Party Administrator Services 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.



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

**CASE NAME: SPRINT HOLLY
CASE NUMBER: RCU2017-00029**

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- 2.1 Aerial Map
- 2.2 Zoning Map
- 2.3 Future Land Use Map
- 2.4 Simple Map

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- 3.1 Applicant Written Explanation
- 3.2 Applicant Site Plan
- 3.3 Applicant Coverage Maps

EXHIBIT 4- Referral Comments

- 4.1 Referral Comments (Adams County)
- 4.2 Referral Comments (CDOT)
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- 4.5 Referral Comments (School District 27J)
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- 6.1 Request for Comments
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- 6.3 Newspaper Publication
- 6.4 Referral Agency Labels
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- 6.6 Certificate of Posting



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT
STAFF REPORT**

Board of County Commissioners

August 21, 2018

CASE No.: RCU2017-00029	CASE NAME: Sprint Nextel Holly
--------------------------------	---------------------------------------

Owner's Name:	Brighton Farms, LLC
Applicant's Name:	SBA 2012 TC Assets, LLC
Applicant's Address:	8051 Congress Avenue, Boca Raton, FL
Location of Request:	15801 Holly Street
Nature of Request:	A conditional use permit to allow a commercial telecommunications tower on the property
Zone Districts:	Agriculture-3 (A-3)
Comprehensive Plan:	Mixed-Use Neighborhood
Site Size:	1,160 square feet on a 1.0 acre parcel
Proposed Uses:	Commercial Telecommunications Tower
Existing Use:	Commercial Telecommunications Tower
Hearing Date(s):	PC: July 26, 2018 / 6:00 p.m.
	BOCC: August 21, 2018 /9:30 a.m.
Report Date:	August 2, 2018
Case Manager:	Greg Barnes
Staff Recommendation:	APPROVAL with 8 Findings-of-Fact and 6 Conditions

SUMMARY OF PREVIOUS APPLICATIONS

On May 1, 2002, the Board of County Commissioners (BoCC) approved a conditional use permit to allow a 93-foot commercial telecommunications tower on the property for five years.

On August 10, 2007, the BoCC approved a renewal of the conditional use permit for another ten years.

SUMMARY OF APPLICATION

Background

SBA 2012 TC Assets, LLC, the applicant, is requesting a renewal of the conditional use permit (CUP) to allow the commercial telecommunications tower to remain on the subject property for another ten years. The existing telecommunication tower occupies 1,160 square feet of a one-acre parcel (see Exhibit 3.2). Elevation plans submitted with the application show the tower is currently 93 feet tall and will remain the same (see Exhibit 3.2). There is also a proposed six-foot wooden fence to be constructed along the perimeter of the site. This is to screen equipment at the base of the tower.

Site Characteristics:

The subject property is located approximately 1,300 feet south of the intersection of Highway 7 and Holly Street. The site has access on Holly Street and the tower is the only structure located on the parcel.

Development Standards and Regulations Requirements:

Per Section 3-07-01 of the Adams County Development Standards and Regulations, a conditional use permit is required for a commercial telecommunications tower in the A-3 zone district. Section 4-09-02-07 of the County's Development Standards and Regulations outlines design and performance standards for telecommunication facilities. These standards include maximum height, landscaping, screening, setbacks from property lines, separation from other freestanding facilities, and setbacks from residential uses.

The elevation plans, provided with the application, show the tower is ninety-three (93) feet in height. Per Section 3-10-07-05-01 of the County's Development Standards, the maximum height allowed in the A-3 zone district for dwellings and accessory structures is thirty-five (35) feet. However, per Section 4-09-02-07(3a) of the Development Standards, the BoCC, through the conditional use permit approval, may grant exceptions to allow the height of the freestanding telecommunications tower to exceed the allowed height in the zone district.

Setback requirements for proposed telecommunications towers are outlined in Section 4-09-02-07(3) of the County's Development Standards and Regulations. Per these standards, freestanding telecommunication towers shall not be located closer than the height of the tower from any property line, unless a waiver is obtained from the BoCC. The existing telecommunication tower is located over 93 feet away from the east, south, and west property lines. However, it is located 88 feet from the nearest property line to the north. As part of the conditional use permit, the applicant is requesting the BoCC to waive the setback requirements to allow the tower to be located approximately 88 feet from the property line to the north. The site plan shows the tower is located near the center of the subject property, and approximately 1,100 feet from the closest structure to the north. This is also outside the likely fall-radius of any residential structure. In addition, the property owner to the south has also provided a letter in support of the request.

Landscaping and fencing are required to screen the telecommunications tower and associated equipment. The requirements for landscaping and screening are outlined in Section 4-09-02-07(3b) of the County’s Development Standards and Regulations. Currently, the site has no landscaping; however, the applicant is proposing to install four evergreen trees and eight shrubs on the property. The main method of irrigation will be through a 500-gallon water tank to be located on the site and connected by a drip irrigation system. Currently, there is a six foot chain-link fence surrounding equipment area of the base of the tower. However, the site plan submitted with the application shows the chain link fence will be removed and replaced with a six (6) foot tall wooden fence to screen equipments at the base of the tower.

Section 4-09-02-07(3d) of the County’s Development Standards and Regulations requires new telecommunications towers to be located no closer than one-thousand (1,000) feet from the nearest telecommunications tower. From the information submitted with the application, there is no telecommunications tower located within 1,000 feet; the nearest tower is located approximately 6,000 feet away. The applicant also provided coverage maps of the area to demonstrate the need for the existing tower to remain.

As a requirement of the County’s Development Standards, a bond is required to ensure removal of the facility if it is abandoned or no longer needed. The applicant submitted a bond in the amount of \$23,680 to ensure removal of the tower, if the applicant fails to remove it after expiration of the conditional use permit.

Future Land Use Designation/Goals of the Comp-Plan for the Area

The future land use designation on the property is Mixed-Use Neighborhood. Per Chapter 5 of the Adams County Comprehensive Plan, the Mixed-Use Neighborhood allows for a range of urban level residential uses, including single and multi-family housing combined with compatible and supporting uses and activities that serve the neighborhood and are developed and operated in harmony with the residential characteristics of a neighborhood.

The request to develop the property for a telecommunications tower is consistent with the County’s Comprehensive Plan, as it will provide improved telecommunication coverage to current and future residents of the area.

Surrounding Zoning Designations and Existing Use Activity:

Northwest A-3 Agricultural	North A-3 Agricultural	Northeast A-3 Agricultural
West A-3 Agricultural	Subject Property I-2 Concrete Batch Plant	East A-3 Agricultural
Southwest A-3 Agricultural Single-Family Residential	South A-3 Agricultural	Southeast A-3 Agricultural Single-Family Residential

Compatibility with the Surrounding Land Uses:

All of the surrounding properties to the site are designated as Agricultural-3 zoning, and mostly used for farming. There are two single-family dwellings located to the southeast and southwest of the subject site; however, the closest residential dwelling is approximately 1,100 feet from the tower. The request is compatible with the surrounding properties, and will not be detrimental to the surrounding area.

PLANNING COMMISSION UPDATE:

The Planning Commission (PC) considered this case on July 26, 2018, and voted (7-0) to recommend approval of the request. Ms. Nicole Comach, the applicant's representative, spoke at the meeting, and had no concerns with the staff report or presentation. At the hearing, the PC asked the applicant to explain his plan for maintaining the proposed landscaping on the site. The applicant informed the PC his plan include using a 500 gallon water tank on the site to provide irrigation, and all plant material will be watered through a drip irrigation system. There were no members of the public present to speak at the public hearing.

Staff Recommendations:

Based upon the application, the criteria for approval of a conditional use permit, the County's Comprehensive Plan, and a recent site visit, staff recommends approval of the request with 8 findings-of-fact and 6 conditions.

Findings-of-fact for Approval:

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the proposed conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are available and adequate to serve the needs of the conditional use as designed and proposed.

Recommended Conditions:

1. Any telecommunications facility that ceases to be in operation for a consecutive period of six months or more shall be removed from the site within 90 days of the end of such period of non-use.

2. The conditional use permit shall expire on August 21, 2028.
3. The height of the freestanding telecommunications tower shall not exceed 93 feet.
4. The tower shall provide co-location opportunities for other telecommunication tower providers.
5. A 6-8 foot tall wooden screen fence shall be installed along the perimeter of the lease area for the telecommunication tower.
6. All landscaping shall be installed as shown on the landscape plan provided with this conditional use permit.

PUBLIC COMMENTS

Property Owners Notified	Number of Responses
4	1

Staff sent four notices to property owners and occupants within 750 feet of the subject request. As of writing this report, staff has received one public comment in support of the request. Mr. Mark Stonehocker, the property owner of the parent parcel surrounding the lease area of the tower, sent the letter. Mr. Stonehocker also owns the adjoining property to the south.

COUNTY AGENCY COMMENTS

Staff reviewed the request and recommended replacing the existing chain-link fence on the property with a wooden fence, as the current fence is inadequate to screen the equipment area of the base of the tower; a condition of approval have been included to ensure replacement of the existing fence with a six foot wooden fence. There is also no landscaping installed on the property. Staff has also included a condition of approval to require the applicant to adequately screen the lease area and base of the tower with four evergreen trees and eight shrubs. The landscaping will also enhance aesthetic view of the tower from the public right-of-way.

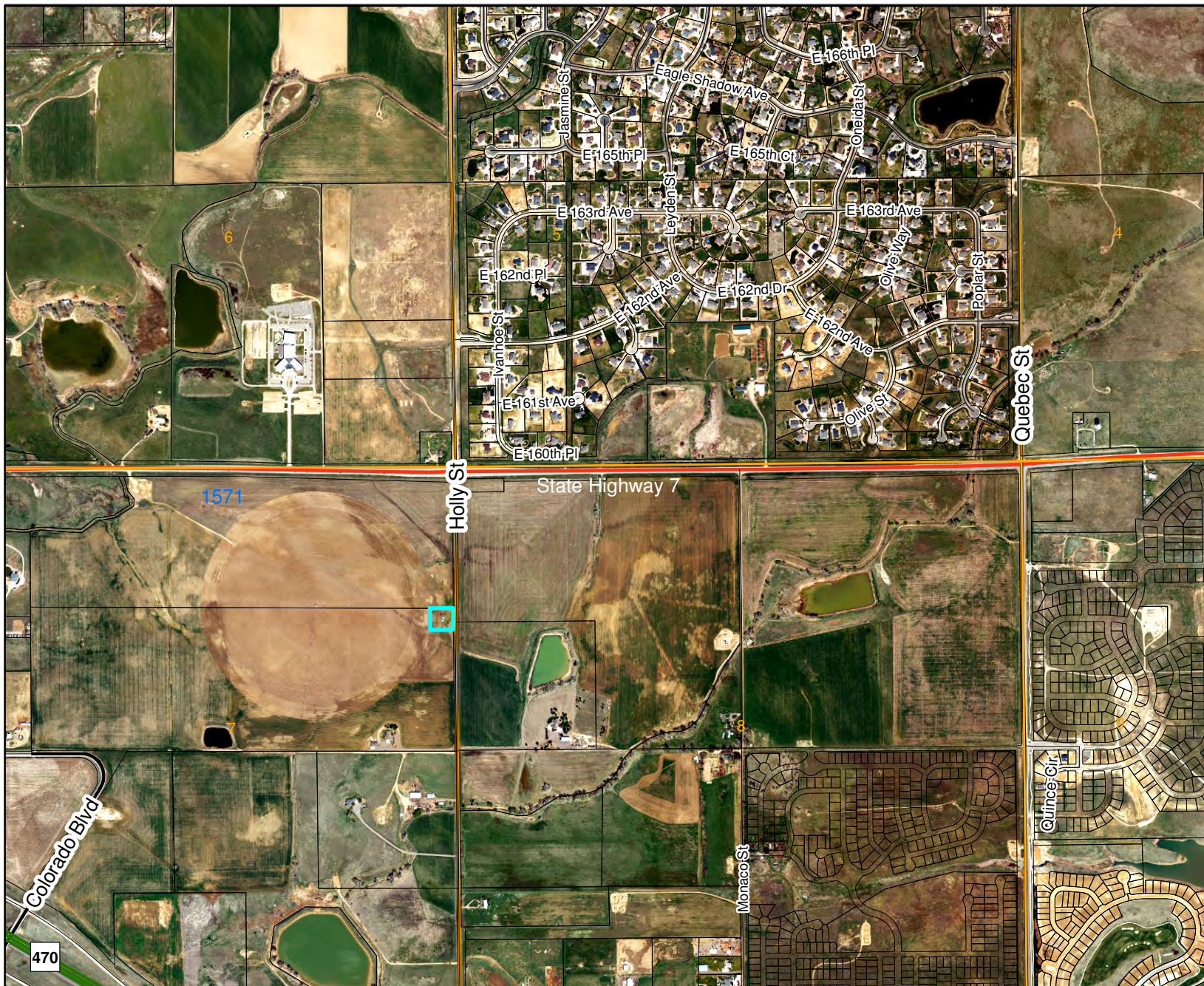
REFERRAL AGENCY COMMENTS

Responding without Concerns:

- CDOT
- CDPHE
- North Metro Fire
- School District 27J
- Tri-County Health Department
- United Power
- Xcel Energy

Notified but not Responding / Considered a Favorable Response:

- Century Link
- Comcast
- Regional Transportation District



Legend

- Railroad
- Major Water
- Zoning Line
- Sections

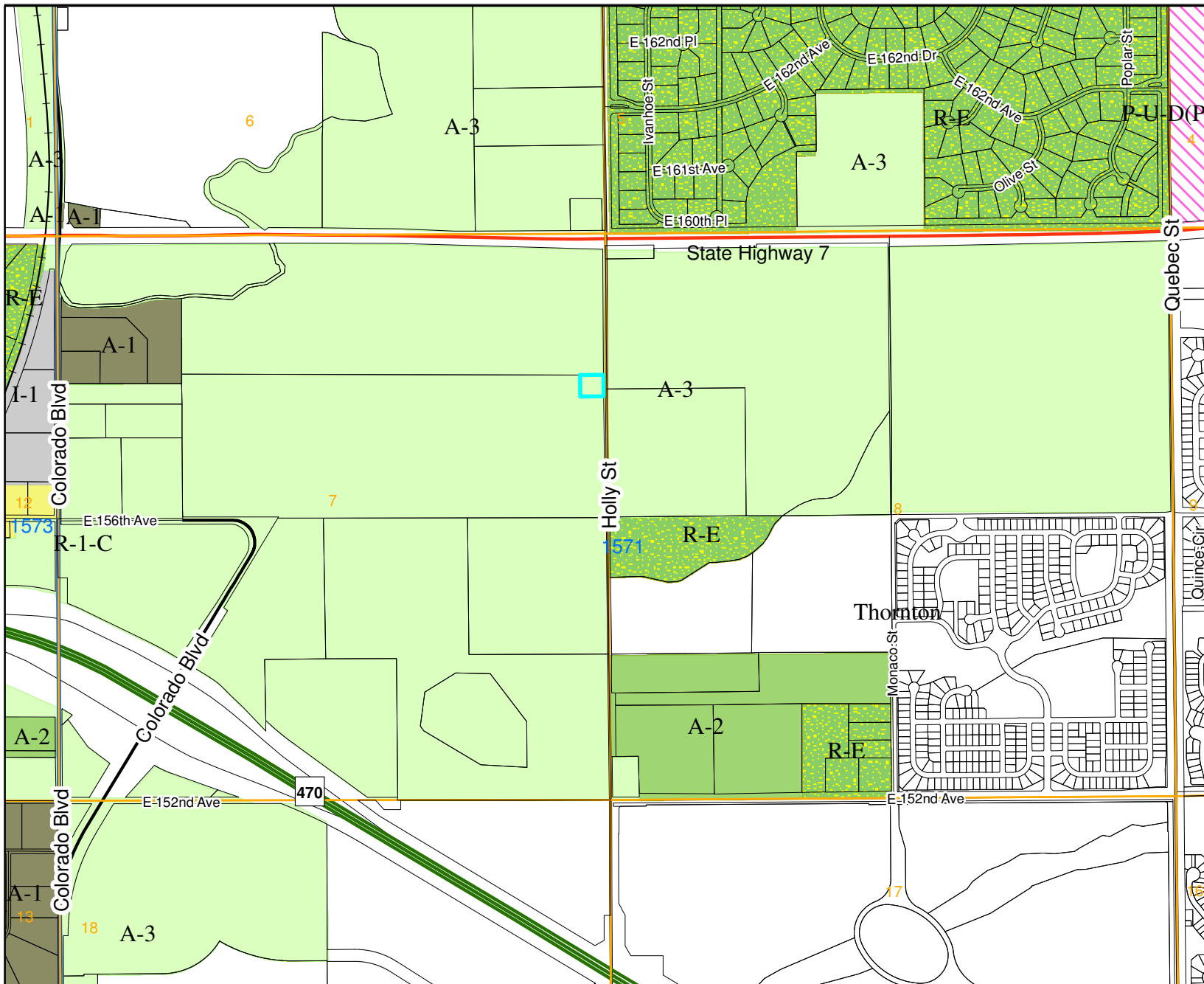
Sprint Nextel Holly
RCU2017-00029



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



Legend

- Railroad
 - Major Water
 - Zoning Line
 - Sections
- Zoning Districts**
- A-1
 - A-2
 - A-3
 - R-E
 - R-1-A
 - R-1-C
 - R-2
 - R-3
 - R-4
 - M-H
 - C-0
 - C-1
 - C-2
 - C-3
 - C-4
 - C-5
 - I-1
 - I-2
 - I-3
 - CO
 - PL
 - AV
 - DIA
 - P-U-D
 - P-U-D(P)

Sprint Nextel Holly

RCU2017-00029

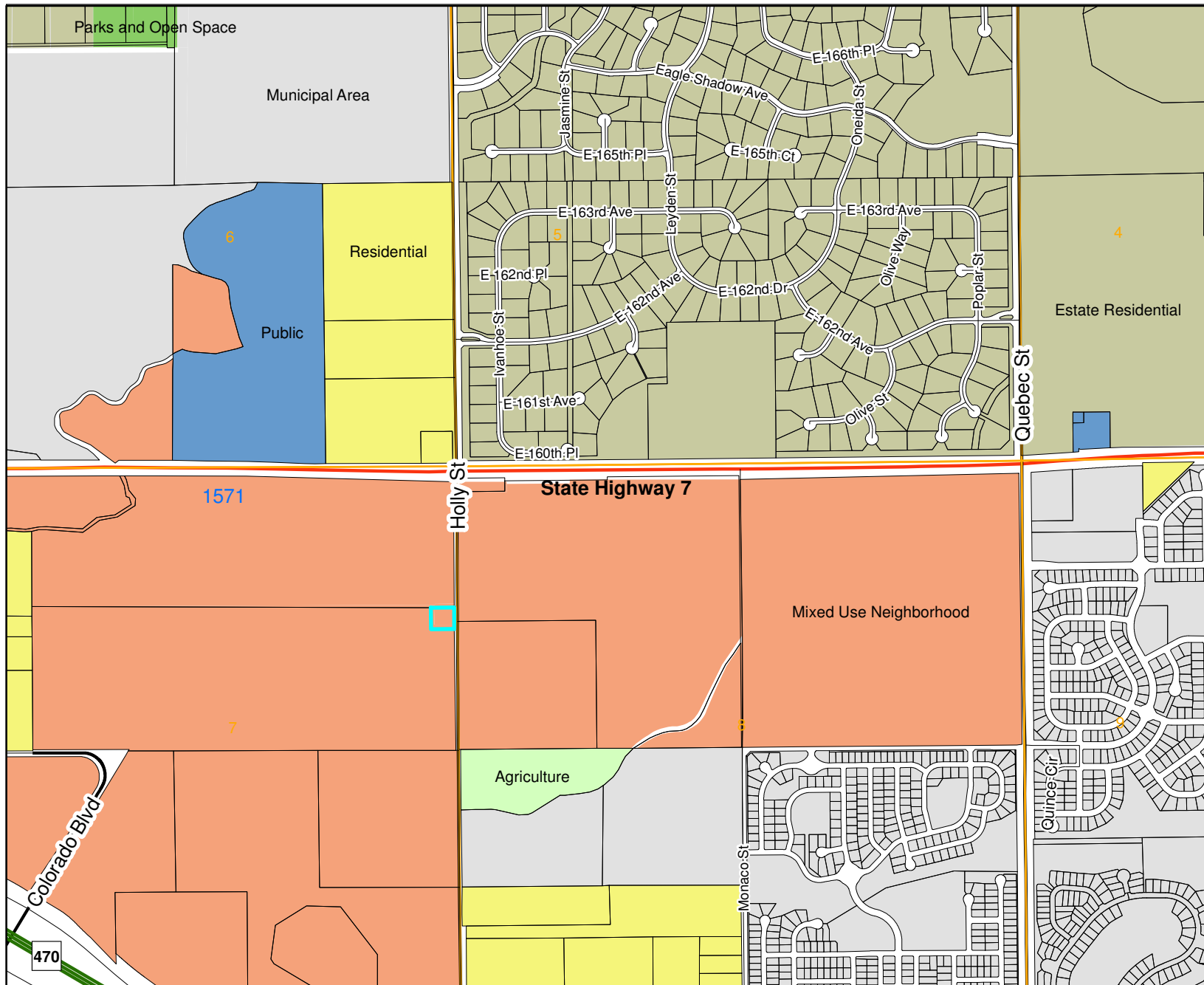


For display purposes only.







ADAMS COUNTY
COLORADO

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Legend

-  Railroad
-  Major Water
-  Zoning Line
-  Sections

Sprint Nextel Holly

RCU2017-00029

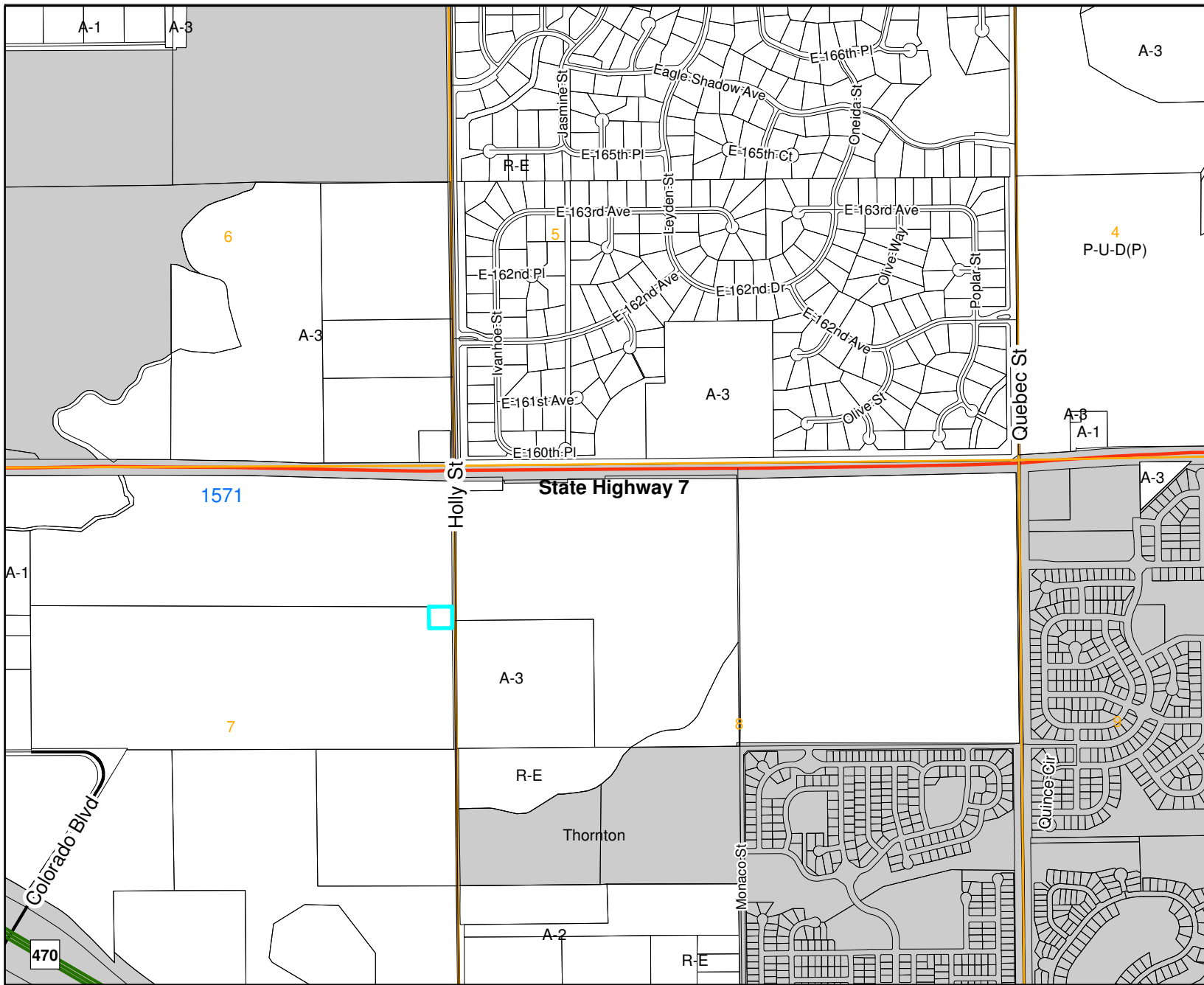


For display purposes only.







ADAMS COUNTY
COLORADO

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Legend

-  Railroad
-  Major Water
-  Zoning Line
-  Sections

Sprint Nextel Holly

RCU2017-00029



For display purposes only.



ADAMS COUNTY
COLORADO

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Date: April 23, 2017

TO: Adams County Community & Economic Development Department

RE: Conditional Use Permit to allow an extension of time for a freestanding telecommunications facility (previous Case #s 210-96-C, RCU2002-00028, and RCU2007-00015)

SITE: Smith Lake/CO46096-A

ADDRESS: 15600 Holly Street, Brighton, CO 80602-7911

PARCEL #: 015-710-700-0015

Introduction:

SBA 2012 TC Assets, LLC, herein referenced as Applicant, is seeking an extension of time for its existing monopole wireless facility in the agricultural property located at 15600 Holly Street, Brighton, CO 80602-7911 (Adams County). No alterations are proposed to the existing site. The 90-foot flush-mounted monopole has an additional 5-foot lightning rod and is operated by Sprint Corporation. Originally built with 6 panel antennas, the monopole has been updated with 3 additional panel antennas in 2015, as well as (3) remote radio units, (3) power junction cylinders, and (3) fiber optic cylinders per County approval, recorded WET2015-00001. New antennas were installed on existing stand off mounts, and a concrete pad to accommodate the additional radio units, power junction cylinders, and fiber optic cylinders, was pre-existing. All ancillary equipment is contained within outdoor equipment cabinets located within the 1188 square foot lease area, enclosed by a 6-foot high chain link fence. This site is within a 100-year flood zone and structures are built upon a requisite 1-foot high concrete pad. This department has several approvals on record for this site (210-96-C, RCU2002-00028, and RCU2007-00015), and the applicant seeks a time extension for this free standing telecommunications facility. It is a Permitted Conditional Commercial Use per Zone District Regulations code 3-10-04-04 in the Adams County Development Standards and Regulations guide and also fulfills Design Requirements and Performance Standards stipulated in code 4-09-02-07.



SITE NAME: SMITH LAKE
 SBA SITE: CO46096-A
 SITE ADDRESS: 15801 HOLLY STREET
 BRIGHTON, COLORADO 80601
 SITE TYPE: MONOPOLE



SBA 2012 TC ASSETS, LLC
 8051 CONGRESS AVENUE
 BOCA RATON, FLORIDA 33487-3017
 (561) 322-7817



Jeffrey Rome | ASSOCIATES
 architecture | telecommunications
 131 Innovation Drive, Suite 100
 Irvine, California 92617
 tel 949.760.3929 | fax 949.760.3931

PROPERTY OWNER:
 SBA COMMUNICATIONS CORPORATION
 8051 CONGRESS AVENUE
 BOCA RATON, FLORIDA 33487-3017
 CONTACT: TBO
 PHONE: (561) 322-7817

ASSESSORS PARCEL NUMBER:
 1571-07-0-00-015

PROPERTY INFORMATION:
 LATITUDE: 39.9825° (39° 58' 56.87" N)
 LONGITUDE: -104.9225° (104° 55' 20.97" W)
 JURISDICTION: ADAMS COUNTY
 ZONING CLASSIFICATION: AGRICULTURAL-3
 EXISTING CONSTRUCTION TYPE:
 PROPOSED CONSTRUCTION TYPE: V-B
 EXISTING OCCUPANCY: U V-B
 PROPOSED OCCUPANCY: U
 EXISTING USE: TELECOMMUNICATIONS
 PROPOSED USE: TELECOMMUNICATIONS

LEASE AREA:
 1,161± SQ.FT.

PROJECT ARCHITECT
 JEFFREY ROME & ASSOCIATES
 131 INNOVATION DRIVE
 SUITE 100
 IRVINE, CALIFORNIA 92617
 CONTACT: JENA ERTEL
 PHONE: (949) 760-3929
 EMAIL: JENAE@JRAINC.NET

PROJECT MANAGER
 VIRTUAL SITE WALK LLC
 JAKE HAMILTON
 PHONE: (619) 341-9208
 EMAIL: JAKE@VIRTUALSITEWALK.COM

POWER COMPANY:
 XCEL ENERGY

AAV COMPANY:
 CENTURYLINK

SITE INFORMATION



VICINITY MAP

- DIRECTION FROM: DENVER INTERNATIONAL AIRPORT
1. TAKE PENA BOULEVARD NORTH.
 2. AT EXIT 6B, TAKE RAMP RIGHT ONTO E-470 NORTH.
 3. AT EXIT 43, KEEP RIGHT ONTO RAMP.
 4. TURN RIGHT (NORTH) ONTO COLORADO BOULEVARD.
 5. TURN RIGHT TO STAY ON COLORADO BOULEVARD.
 6. TURN RIGHT (EAST) ONTO CO-7 (E. 160TH AVENUE)
 7. TURN RIGHT (SOUTH) ONTO HOLLY STREET.
 8. SITE WILL BE ON THE RIGHT.

DRIVING DIRECTIONS

- SBA COMMUNICATIONS CORPORATION PROPOSES TO:
- INSTALL (N) LANDSCAPING AND IRRIGATION SYSTEM ALONG HOLLY STREET FRONTAGE.
 - PROPOSED (N) 40'-0" ROW DEDICATION ALONG HOLLY STREET FRONTAGE.
 - REPLACE (E) CHAIN-LINK FENCE WITH (N) WOODEN FENCE.

PROJECT DESCRIPTION

APPLICABLE CODES

ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:
 INTERNATIONAL BUILDING CODE, 2012 EDITION
 INTERNATIONAL MECHANICAL CODE, 2012 EDITION
 INTERNATIONAL ENERGY CONSERVATION CODE, 2012 EDITION
 NATIONAL ELECTRICAL CODE, 2014 EDITION
 INTERNATIONAL PLUMBING CODE, 2012 EDITION
 INTERNATIONAL FUEL GAS CODE, 2012 EDITION
 NATIONAL FIRE PROTECTION ASSOCIATION STANDARDS, 2002-2006 EDITIONS
 IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL



CODE BLOCK

THIS PROJECT IS AN UNOCCUPIED WIRELESS TELECOMMUNICATIONS FACILITY AND IS EXEMPT FROM DISABLED ACCESS REQUIREMENT.

ACCESSIBILITY DISCLAIMER

SHEET	DESCRIPTION
T-1	TITLE SHEET
T-2	SPECIFICATIONS & NOTES
C-1	SURVEY
A-1	SITE PLAN
A-2	ENLARGED SITE PLAN
A-3	EQUIPMENT AND ANTENNA PLAN
A-4	ELEVATIONS
A-5	FENCE DETAILS
L-1	LANDSCAPE COVER STEEL & PLANT LIST
L-2	LANDSCAPE PLAN

SHEET INDEX



REVISIONS

REV.	DATE	DESCRIPTION	INIT.
A	12/08/18	90% CD'S	JME
B	03/07/18	100% CD'S	JME
C	03/21/18	CLIENT COMMENTS	JME

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

SITE INFORMATION:

SBA SITE: CO46096-A
 SMITH LAKE
 APN: 1571-07-0-00-015
 15801 HOLLY STREET
 BRIGHTON, COLORADO 80601
 ADAMS COUNTY

SHEET TITLE:

TITLE SHEET

SHEET NUMBER:

T-1

GENERAL SPECIFICATIONS

- THE LATEST EDITION OF THE AMERICAN INSTITUTE OF ARCHITECTS DOCUMENT A201 "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION" ARE INCLUDED IN THESE SPECIFICATIONS AS IF COMPLETELY REPRODUCED HEREIN.
- THIS FACILITY IS AN UNOCCUPIED TELECOMMUNICATIONS SITE AND IS EXEMPT FROM DISABLED ACCESS REQUIREMENTS.
- PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTORS PARTICIPATING SHALL VISIT THE JOB SITE AND FAMILIARIZE THEMSELVES WITH ALL FIELD CONDITIONS AFFECTING THE PROPOSED PROJECT INCLUDING DEMOLITION, ELECTRICAL, MECHANICAL AND STRUCTURAL INSTALLATIONS, AS WELL AS WITH THE CONSTRUCTION AND CONTRACT DOCUMENTS AND SHALL CONFIRM THAT THE PROJECT CAN BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. SHOULD ANY ERRORS, OMISSION, OR DISCREPANCIES BE FOUND, THE GENERAL CONTRACTOR SHALL IMMEDIATELY NOTIFY T-MOBILE CONSTRUCTION MANAGER AND THE ARCHITECT IN WRITING. IN THE EVENT OF DISCREPANCIES THE CONTRACTOR SHALL INCLUDE THE MORE COSTLY OR EXTENSIVE WORK IN THE BID, UNLESS SPECIFICALLY DIRECTED OTHERWISE. IF A DISCREPANCY EXISTS AND THE PROJECT MANAGER AND ARCHITECT ARE NOT NOTIFIED, THE GENERAL CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL COSTS INCURRED TO REPAIR OR CORRECT ALL PROBLEMS THAT RESULT.
- DRAWINGS SHALL NOT BE SCALED. THESE DRAWINGS ARE INTENDED TO BE DIAGRAMMATIC ONLY. FIGURED DIMENSIONS HAVE PRECEDENCE OVER DRAWING SCALE AND DETAIL DRAWINGS HAVE PRECEDENCE OVER SMALL SCALE DRAWINGS. CONTRACTOR SHALL CHECK ACCURACY OF ALL DIMENSIONS IN THE FIELD. UNLESS SPECIFICALLY NOTED, DO NOT FABRICATE ANY MATERIALS, OR BEGIN ANY CONSTRUCTION UNTIL THE ACCURACY OF DRAWING DIMENSIONS HAS BEEN VERIFIED AGAINST ACTUAL FIELD DIMENSIONS.
- THE CONTRACTOR SHALL INCLUDE IN HIS OR HER BID ALL MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE THE WORK AS INDICATED OR IMPLIED BY THESE DRAWINGS.
- CONTRACTOR SHALL NOTIFY THE T-MOBILE CONSTRUCTION MANAGER, THE PROPERTY OWNER, AND THE ARCHITECT IF ANY DETAILS ARE CONSIDERED IMPRACTICAL, UNSUITABLE, UNSAFE, NOT WATERPROOF, OR NOT WITHIN CUSTOMARY TRADE PRACTICE. IF WORK IS PERFORMED, IT WILL BE ASSUMED THAT THERE IS NO OBJECTION TO ANY DETAIL. DETAILS ARE INTENDED TO SHOW THE END RESULT OF THE DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB CONDITIONS, AND SHALL BE INCLUDED AS PART OF THE WORK.
- EXISTING ELEVATIONS AND LOCATIONS TO BE JOINED SHALL BE VERIFIED BY THE CONTRACTOR BEFORE CONSTRUCTION. IF THEY DIFFER FROM THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE T-MOBILE CONSTRUCTION MANAGER AND THE ARCHITECT SO THAT MODIFICATIONS CAN BE MADE BEFORE PROCEEDING WITH THE WORK.
- THE CONTRACTOR SHALL VERIFY ALL TELEPHONE & RADIO EQUIPMENT LAYOUTS, SPECIFICATIONS, PERFORMANCE, INSTALLATION AND FINAL LOCATIONS WITH T-MOBILE CONSTRUCTION MANAGER PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH ERICSSON RADIO SYSTEMS.
- ALL SYMBOLS & ABBREVIATIONS USED ON THE DRAWINGS ARE CONSIDERED CONSTRUCTION STANDARDS. IF THE CONTRACTOR HAS QUESTIONS REGARDING THEIR EXACT MEANING, THE T-MOBILE CONSTRUCTION MANAGER AND THE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION BEFORE THE CONTRACTOR PROCEEDS WITH THE WORK.
- THE CONTRACTOR SHALL OBTAIN AND PAY FOR PERMITS, LICENSES AND INSPECTIONS NECESSARY FOR PERFORMANCE OF THE WORK AND INCLUDE THOSE IN THE COST OF THE WORK TO T-MOBILE.
- THE CONTRACTOR SHALL PROVIDE CONTINUOUS SUPERVISION WHILE ANY SUBCONTRACTORS OR WORKMEN ARE IN THE SITE AND SHALL SUPERVISE AND DIRECT ALL WORK, USING HIS BEST SKILL AND ATTENTION. HE SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, PROCEDURES AND SEQUENCES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
- WORKMANSHIP THROUGHOUT SHALL BE OF THE BEST QUALITY OF THE TRADE INVOLVED, AND SHALL MEET OR EXCEED THE FOLLOWING MINIMUM REFERENCE STANDARDS FOR QUALITY AND PROFESSIONAL CONSTRUCTION PRACTICE:
 - NRCA NATIONAL ROOFING CONTRACTORS ASSOCIATION
O'HARE INTERNATIONAL CENTER
10255 W. HOGGINS ROAD, SUITE 600
ROSEMONT, IL 60018
 - SMACNA SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION
4301 LAFAYETTE CENTER DRIVE
CHATTLAY, VA 22021-1209
 - ITLP INTERNATIONAL INSTITUTE FOR LATH AND PLASTER
820 TRANSFER ROAD
ST. PAUL, MN 55114-1406

- THE CONTRACTOR SHALL PROVIDE TEMPORARY WATER, POWER AND TOILET FACILITIES AS REQUIRED BY THE PROPERTY OWNER, T-MOBILE AND THE CITY OR GOVERNING AGENCY.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REDLINING THE CONSTRUCTION DOCUMENTS TO ILLUSTRATE THE AS-BUILT CONDITION OF THE SITE. THIS SHALL BE DONE AFTER THE SITE HAS BEEN AWARDED FINAL INSPECTION BY THE RESPONSIBLE BUILDING AGENCY. ONE SET OF REDLINED DRAWINGS SHALL BE PROVIDED TO THE T-MOBILE CONSTRUCTION MANAGER.
- THE LATEST EDITION OF ALL PERMITTED AND APPROVED PLANS PERTAINING TO THIS PROJECT SHALL BE KEPT IN A PLAN BOX AND SHALL NOT BE USED BY WORKERS. ALL CONSTRUCTION SETS SHALL REFLECT THE SAME INFORMATION. THE CONTRACTOR SHALL ALSO MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES. THESE ARE TO BE UNDER THE CARE OF THE JOB SUPERINTENDENT.
- THE CONTRACTOR SHALL REMOVE ALL RUBBISH AND WASTE MATERIALS ON A DAILY BASIS, EXCEPT FOR THAT SPECIFIED AS REMAINING THE PROPERTY OF THE BUILDING OR PROPERTY OWNER AND SHALL EXERCISE STRICT CONTROL OVER JOB CLEANING THROUGHOUT CONSTRUCTION, INCLUDING FINAL CLEAN-UP UPON COMPLETION OF WORK. ALL AREAS ARE TO BE LEFT IN A BROOM CLEAN CONDITION AT THE END OF EACH DAY AND VACUUM CLEAN CONDITION. FREE FROM PAINT SPOTS, DUST OR SMUDGES OF ANY NATURE AT COMPLETION OF WORK.
- THE GENERAL CONTRACTOR MUST PERFORM WORK DURING PROPERTY OWNER'S PREFERRED HOURS TO AVOID DISRUPTION OF NORMAL ACTIVITY.
- ALL EXPOSED METAL SHALL BE HOT-DIPPED GALVANIZED.
- SEAL ALL PENETRATIONS THROUGH FIRE-RATED AREAS WITH U.L. LISTED OR FIRE MARSHAL APPROVED MATERIALS IF AND WHERE APPLICABLE TO THIS FACILITY AND PROJECT SITE.
- PROMOTE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A10BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE PROJECT AREA CONSTRUCTION.
- ELECTRICAL POWER SYSTEM SHALL BE GROUNDED PER NEC ARTICLES 250 AND 810.
- ALL NEW OPENINGS IN THE EXTERIOR ENVELOPE OF CONDITIONED SPACES SUCH AS AT WALL AND ROOF PENETRATIONS SHALL BE CALKED OR SEALED TO LIMIT INFILTRATION OF AIR AND MOISTURE.
- UPON COMPLETION OF CONSTRUCTION, T-MOBILE CONSTRUCTION MANAGER SHALL CONDUCT A WALK-THRU WITH PROPERTY OWNER OR REPRESENTATIVE OF PROPERTY OWNER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL SYSTEMS EQUIPMENT IN A CLEAN WORKING ORDER UNTIL ACCEPTANCE OF THE PROJECT BY T-MOBILE.
- INSTALL ALL EQUIPMENT AND MATERIALS PER THE LATEST EDITION OF THE MANUFACTURER'S INSTALLATION SPECIFICATIONS UNLESS SPECIFICALLY OTHERWISE INDICATED, OR WHERE LOCAL CODES OR REGULATION TAKE PRECEDENCE.

ROOFING & WATERPROOFING NOTES

- CONTRACTOR SHALL CONTACT BUILDING OWNER TO DETERMINE IF ROOF IS UNDER WARRANTY. CONTRACTOR SHALL GUARANTEE THAT ANY AND ALL NEW ROOFING WORK MEETS THE SPECIFICATION OF ANY EXISTING ROOFING WARRANTIES SUCH THAT THE WARRANTY IS NOT MADE INVALID AS A RESULT OF THIS WORK. IF IT IS DETERMINED THAT THE ARCHITECT'S DETAILING IS INADEQUATE OR IMPROPER OR IF ANY OTHER DISCREPANCY IS FOUND, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT AND THE T-MOBILE PROJECT MANAGER IN WRITING. ULTIMATELY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH THE ORIGINAL ROOF MANUFACTURER'S SPECIFICATIONS.
- CONTRACTOR SHALL USE METHODS AND MATERIALS SIMILAR AND COMPATIBLE WITH EXISTING MATERIALS & CONDITIONS FOR ROOF PATCHING, NEW PENETRATIONS, ETC.
- THE CONTRACTOR SHALL PROPERLY SEAL ALL NEW ROOF & BUILDING ENVELOPE PENETRATIONS SUCH THAT THE INTEGRITY OF THE ORIGINAL BUILDING ASSEMBLY AND ALL APPLICABLE WARRANTIES ARE MAINTAINED.
- IF IT DEEMED NECESSARY TO REMOVE EXISTING FINISHES AND/OR MATERIALS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONSTRUCTING FINISHES AND MATERIALS TO LIKE-NEW CONDITION. CONTRACTOR SHALL MAINTAIN THE ORIGINAL COLORS, TEXTURES & FINISHES UNLESS SPECIFICALLY NOTED TO THE CONTRARY OR APPROVED BY THE T-MOBILE CONSTRUCTION MANAGER IN ADVANCE.
- AT THE T-MOBILE CONSTRUCTION MANAGER'S DIRECTION, THE CONTRACTOR SHALL PROVIDE ROOFTOP WALKPADS TO ALL NEW EQUIPMENT INCLUDING ANTENNAS AND BITS UNITS AND ALONG COAX CABLE ROUTING, ON CONVENTIONAL ROOFING, THE WALK PADS SHALL BE "DUCK BOARDS" AS MANUFACTURED BY APC OR EQUAL. ON SPECIAL ROOFING SYSTEMS SUCH AS SINGLE MEMBRANE ROOFS WILL REQUIRE A SPECIFIC PRODUCT AS NOTED ON PLANS OR AS REQUIRED BY NOTES 1 & 2 ABOVE.

PENETRATION AT FIRE RATED ASSEMBLIES

- AT THE T-MOBILE PROJECT MANAGER'S DIRECTION, THE CONTRACTOR SHALL PROVIDE "UL" HIGH PERFORMANCE FIRESTOP SYSTEM #FS601 AT ALL FIRE RATED PENETRATIONS INSTALLED PER MANUFACTURER'S LATEST INSTALLATION SPECIFICATIONS.
- ALL PENETRATIONS THROUGH FIRE RATED ASSEMBLIES SHALL BE CONSTRUCTED SO AS TO MAINTAIN AN EQUAL OR GREATER FIRE RATING.

PAINTING NOTES & SPECIFICATIONS

- A. GENERAL
- ALL PAINT PRODUCT LINES SHALL BE SHERWIN WILLIAMS UNLESS SPECIFICALLY NOTED OTHERWISE.
 - CONTRACTOR SHALL PREPARE ALL SURFACES AND APPLY ALL FINISHES PER LATEST EDITION OF MANUFACTURER'S SPECIFICATIONS.
 - COMPLY WITH MANUFACTURER'S WRITTEN INSTRUCTIONS REGARDING SUFFICIENT DRYING TIME BETWEEN COATS WITH PROVISIONS AS RECOMMENDED BY MANUFACTURER FOR EXISTING WEATHER CONDITIONS.
 - FINISH COLOR AND TEXTURE OF ALL PAINTED SURFACES SHALL MATCH EXISTING ADJACENT SURFACES UNLESS OTHERWISE NOTED.
 - ALL PAINT MATERIAL DATA SHEETS SHALL BE PROVIDED TO THE T-MOBILE CONSTRUCTION MANAGER.
 - PREPARE PREVIOUSLY PAINTED SURFACE BY LIGHT SANDING WITH 400 GRIT SANDPAPER AND NON-HYDROCARBON WASH. PREPARE GALVANIZED SURFACES BY ACID ETCH OR SOLVENT CLEANING IN ACCORDANCE WITH SSPC-SP1.
 - FURNISH DROP CLOTHES, SHIELDS, MASKING AND PROTECTIVE METHODS TO PREVENT SPRAY OR DRIPPINGS FROM DAMAGING ADJACENT SURFACES AND FACILITIES.
 - APPLY PAINT BY AIRLESS SPRAY, SANDING LIGHTLY BETWEEN EACH SUCCEEDING ENAMEL COAT ON FLAT SURFACES. APPLY MATERIAL TO ACHIEVE A COATING NO THINNER THAN THE DRY FILM THICKNESS INDICATED.
 - APPLY BLOCK FILTER TO CONCRETE BLOCK CONSTRUCTION AT A RATE TO ENSURE COMPLETE COVERAGE WITH PORES COMPLETELY FILLED.
 - CONTRACTOR SHALL CORRECT RUNS, SAGS, MISSES AND OTHER DEFECTS INCLUDING INADEQUATE COVERAGE AS DIRECTED BY THE T-MOBILE CONSTRUCTION MANAGER. REPAINT AS NECESSARY TO ACHIEVE SURFACES WHICH ARE SMOOTH, EVENLY COATED WITH UNIFORM SHEEN AND FREE FROM BLEMISHES.
- B. PAINTING SCOPE
- PAINT THE FOLLOWING MATERIALS AND SYSTEMS CHECKED BELOW WITH THE COATING SYSTEM INDICATED.

PAINTING SCOPE					
NO.	DESCRIPTION TO BE PAINTED	COATING SYSTEM	SPRINT	DO NOT PAINT	NOTED
001	ALL EQUIPMENT & COMPONENTS OTHER THAN THE BTR BOX				
002	ANTENNAS				
003	COAXIAL JUMPER CABLES				
004	RAW STEEL				
005	ALUMINUM & COPPER				
006	CONCRETE MASONRY				
007	CONCRETE STUCCO (EXISTING)				
008	WOOD				
009	FIELD CUTS/DAMAGE (PRIOR TO PRIME & PAINT)				
010	STEEL TOUCH UP				

- DTM ACRYLIC COATING (SERIES B66) BY SHERWIN WILLIAMS CO. 1 MIL DFT PER COAT APPLIED IN TWO COATS OVER DTM BONDING PRIMER (B66A50).
- 100% ACRYLIC, LATEX COATING EQUIVALENT TO A-100 (SERIES A-82) BY SHERWIN WILLIAMS CO. 1 MIL DFT PER COAT APPLIED IN TWO COATS OVER SPECIFIED PRIMER & PRIMER
- ANTENNAS
PRIMER - KEM AQUA E61-W525
TOPCOAT - COROTHANE II B65W200/B60V22
- BITS CABINET
PRIMER - KEM AQUA E61-W525
TOPCOAT - COROTHANE II B65W200/B60V22
- COAXIAL JUMPER CABLES
PRIMER - AS REQUIRED FOR ADHESION. APPLY ONE COAT OF KEM PRIMER - 2 COATS COROTHANE II POLYURETHANE B65W200/B60V2
TOPCOAT - 2 COATS COROTHANE II POLYURETHANE B65W200/B60V2
- RAW STEEL
PRIMER - KEM BOND HS B50W4Z, DMT ACRYLIC PRIMER B65W200/B60V2
TOPCOAT - 2 COATS COROTHANE II POLYURETHANE B65W200/B60V2
- GALVANIZED METAL
ACID ETCH WITH COMMERCIAL ETCH OR VINEGAR PRIMER COAT AND FINISH COAT (CALWITE HIGH SOLIDS OR DTM PRIMER/FINISH)
- STAINLESS STEEL
PRIMER - DTM WASH PRIMER, B71Y1
TOPCOAT - 2 COATS COROTHANE II POLYURETHANE B65W200/B60V2
- PRE-PRIMED STEEL
TOUCH UP ANY RUST OR UN-PRIMED STEEL WITH KEM BOND HS, S50W4
- ALUMINUM & COPPER
PRIMER - DTM WASH PRIMER, B71Y1
TOPCOAT - 2 COATS COROTHANE II POLYURETHANE B65W200/B60V2
- CONCRETE MASONRY
PRIMER - PRO MAR EXTERIOR BLOCK FILLER
TOPCOAT - 2 COATS A-100 LATEX HOUSE & TRIM, SHEEN TO MATCH
- CONCRETE STUCCO (EXISTING)
2 COATS A-100 LATEX HOUSE & TRIM, SHEEN TO MATCH
- STUCCO
PRIMER - PRO MAR MASONRY CONDITIONER B-46-W21000
TOPCOAT - SUPERPAINT A-80 SERIES A-89 SATIN A-84 GLOSS
- WOOD
PRIMER - A-100 EXTERIOR ALKYD WOOD PRIMER Y-24W20
TOPCOAT - 2 COATS A-100 LATEX HOUSE & TRIM SHEEN TO MATCH ADJACENT SURFACES
- FIELD CUTS/DAMAGE (PRIOR TO PRIME & PAINT)
FIRST & SECOND COAT - CUPRINOL CLEAR WOOD PRESERVATIVE #158-0356
ALL PENETRATIONS INTO FINISHED CLU-LAMS SHALL BE CALKED WITH "SIKAFLEX" SEALANT
- STEEL TOUCH UP
STEEL THAT HAS BEEN WELDED, CUT OR SCRATCHED IN THE FIELD SHALL BE TOUCHED UP WITH COLD GALVANIZED PAINT

STRUCTURAL SPECIFICATIONS

- A. GENERAL
- PRECEDENCE: UNLESS OTHERWISE SHOWN OR SPECIFIED, THE FOLLOWING GENERAL NOTES SHALL APPLY. INFORMATION ON THESE DRAWINGS SHALL HAVE THE FOLLOWING PRECEDENCE:
- ALL DIMENSIONS TO TAKE PRECEDENCE OVER SCALE SHOWN ON PLANS, SECTIONS AND DETAILS.
 - NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.
 - MATERIAL NOTES AND SPECIFICATIONS ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER THE SPECIFICATIONS.
2. OTHER TRADES: SEE THE ARCHITECTURAL DRAWINGS FOR ALL DIMENSIONS NOT SHOWN.
3. GENERAL DETAILS AND NOTES ON THESE SHEETS SHALL APPLY UNLESS SPECIFICALLY SHOWN OR NOTED OTHERWISE. CONSTRUCTION DETAILS NOT FULLY SHOWN OR NOTED SHALL BE SIMILAR TO DETAILS SHOWN FOR SIMILAR CONDITIONS.
4. SHORING: IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL ALL TEMPORARY BRACING AND SHORING TO INSURE THE SAFETY OF THE WORK UNTIL IT IS IN ITS COMPLETED FORM. THIS INCLUDES UNDERPINNING EXISTING FOOTINGS WHERE APPLICABLE.
5. SAFETY: THESE STRUCTURAL DRAWINGS REPRESENT THE FINISHED STRUCTURE. UNLESS OTHERWISE INDICATED, THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION.
6. WATERPROOFING: WATERPROOFING AND DRAINAGE, DETAILS AND SPECIFICATIONS, ALTHOUGH SOMETIMES SHOWN ON STRUCTURAL DRAWING ARE OF GENERAL INFORMATION PURPOSES ONLY. WATERPROOFING AND DRAINAGE ARE SOLELY THE DESIGN RESPONSIBILITY OF THE ARCHITECT.
- B. STEEL
- ALL STRUCTURAL STEEL SECTIONS AND WELDED PLATE MEMBERS SHALL CONFORM TO ASTM A-36 AND BE FABRICATED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE AISC.
 - ALL BOLTS SHALL CONFORM TO ASTM A-307 UNLESS OTHERWISE NOTED ON PLANS. HIGH STRENGTH BOLTS SHALL CONFORM TO ASTM A-325
 - STEEL PIPE COLUMNS SHALL BE GRADE "B" CONFORMING TO ASTM A53.
 - STEEL TUBING SHALL BE GRADE "B" CONFORMING TO ASTM A500.
 - ALL WELDING SHALL BE DONE BY THE SHIELDED ARC METHOD. ALL WELDERS SHALL BE PROPERLY QUALIFIED AND BE PRE-APPROVED. SURPLUS METAL SHALL BE DRESSED OFF TO SMOOTH, EVEN SURFACES WHERE WELDS ARE NOT EXPOSED TO VIEW. ALL WELDING SHALL COMPLY WITH THE LATEST A.M.S. SPECIFICATIONS.
 - THE FOLLOWING WELDING EQUIPMENT MUST BE USED:
A. 250 AMP WELDERS.
B. ROD OWENS.
C. GRINDERS.
 - NO BUZZ BOXES SHALL BE USED.
 - ALL STRUCTURAL STEEL SHALL MILL CERTIFICATION. MILL CERTIFICATION SHALL BE KEPT ON THE JOB SITE FOR EXAMINATION BY THE DESIGN ENGINEER AND THE CITY INSPECTOR.
 - ALL HIGH STRENGTH BOLTS SHALL HAVE MILL CERTIFICATION. MILL CERTIFICATION SHALL BE KEPT ON THE JOB SITE FOR EXAMINATION BY THE INSPECTOR.
 - STEEL THAT HAD BEEN WELDED, CUT OR SCRATCHED IN THE FIELD SHALL BE TOUCHED UP WITH COLD GALVANIZING PAINT.
 - WELDING INDICATED IN THESE DRAWINGS IS DESIGNED FOR ONE HALF OF ALLOWABLE CODE STRESSES UNLESS SPECIFICALLY NOTED "FULL STRESS" AT END OF WELD SYMBOL.
- C. CONCRETE
- STRENGTH: CONCRETE FOR THE PROJECT SHALL HAVE THE FOLLOWING ULTIMATE COMPRESSIVE STRENGTH AT AGE OF 28 DAYS:

LOCATION	STRENGTH	WT.	SLUMP	ADMIXTURE
A. SLAB&FOOTING	2500psi	150pcf	4"	NONE
 - INSPECTION: CONCRETE WITH SPECIFIED STRENGTH GREATER THAN 2500psi SHALL BE CONTINUOUSLY INSPECTED DURING PLACEMENT BY A DEPUTY INSPECTOR EMPLOYED BY A TESTING LABORATORY APPROVED BY THE BUILDING DEPT.
 - REBAR GRADES: REINFORCING STEEL SHALL BE CLEAN PREFORMED BARS CONFORMING TO ASTM A615 AS FOLLOWS:
#4 & SMALLER BARS.....GRADE 40
#5 & LARGER BARS.....GRADE 60
ALL BARS AT CAISSON FOOTING.....GRADE 60
 - CEMENT: FOUNDATIONS & SLABS: TYPE V, LOW ALKALI, CONFORMING TO ASTM C-150.
PIER/CAISSON FOOTINGS: TYPE V, LOW ALKALI, CONFORMING TO ASTM C-150.
 - AGGREGATE: USED IN THE CONCRETE SHALL CONFORM TO ASTM C-33. USE ONLY AGGREGATES KNOWN NOT TO CAUSE EXCESSIVE SHRINKAGE. THE MAXIMUM SIZE AGGREGATE IN CONCRETE WORK SHALL BE THE FOLLOWING:
A. FOUNDATIONS & SLABS 9" OR LESS: 3/4" GRAVEL
B. PIER/CAISSON FOOTING: 1" GRAVEL
 - WATER: SHALL BE CLEAN AND FREE FROM DELETERIOUS AMOUNT OF ACIDS, ALKALIS, ORGANIC MATERIALS AND SHALL BE SUITABLE FOR HUMAN CONSUMPTION.


- MIXING: PREPARATION OF CONCRETE SHALL CONFORM TO ASTM C-94. NO MORE THAN 90 MINUTES SHALL ELAPSE BETWEEN CONCRETE BATCHING AND CONCRETE PLACEMENT UNLESS APPROVED BY A TESTING AGENCY.
- SEGREGATION OF AGGREGATES: CONCRETE SHALL NOT BE FLOPPED THROUGH REINFORCING STEEL (AS IN WALLS, COLUMNS, CAISSON, AND DROP CAPITALS) SO AS TO CAUSE SEGREGATION OF AGGREGATES. USE HOPPERS, CHUTES, TRUNKS OR PUMP HOSE SO THAT THE FREE UNCONFINED FALL OF CONCRETE SHALL NOT EXCEED 5 FT.
- SPICES OF REINFORCING STEEL SHALL BE LAPPED A MINIMUM OF 30 DIAMETERS AND SECURELY WIRED TOGETHER. SPICES OF ADJACENT REINFORCING BARS SHALL BE STAGGERED WHEREVER POSSIBLE.
- REAR CLEARANCE: MINIMUM COVERAGE FOR JOISTS, BEAMS, GIRDERS AND COLUMNS SHALL BE TO FACE OF STIRRUPS OR TIES, UNLESS OTHERWISE NOTED. CONCRETE COVERAGE FOR REINFORCING BARS TO FACE OF BAR SHALL BE AS FOLLOWS:
A. CONCRETE IN CONTACT WITH EARTH, UNFORMED 3"
B. CONCRETE IN CONTACT WITH EARTH, FORMED 2"
C. WALL, EXTERIOR FACE 1-1/2"
D. WALL, INTERIOR FACE 1"
E. STRUCTURAL SLABS 3/4"
F. JOISTS 3/4"
G. BEAMS, GIRDERS & COLUMNS 1-1/2"
- PENETRATIONS: NO SLEEVES OR CHASES SHALL BE PLACED IN BEAMS, SLABS, WALLS AND COLUMNS, EXCEPT THOSE SHOWN ON THE PLANS. CONTRACTOR SHALL OBTAIN PRIOR APPROVAL FOR INSTALLATIONS OF ANY ADDITIONAL SLEEVES OR CHASES. ALL PLUMBING, ELECTRICAL AND MECHANICAL OPENINGS SHALL BE SLEEVES. CORING IS NOT ALLOWED UNLESS PRIOR APPROVAL IS OBTAINED FROM THE STRUCTURAL ENGINEER.
- EMBEDDED ITEMS: CONDUIT PLACED IN A CONCRETE SLAB SHALL NOT HAVE AN OUTSIDE DIAMETER GREATER THAN 1/4 THE THICKNESS OF THE SLAB. CONDUIT SHALL NOT BE EMBEDDED IN A SLAB THAT IS LESS THAN 3-1/2" THICK, UNLESS SLAB IS LOCALLY THICKENED. MINIMUM CLEAR DISTANCE BETWEEN CONDUITS SHALL BE SIX INCHES.
- ANCHORING: ALL ANCHOR BOLTS, REINFORCING STEEL, DOWELS, INSERTS, ETC. SHALL BE WELL SECURED IN POSITION PRIOR TO PLACING CONCRETE. NO REPOSITIONING DURING CONCRETE POUR IS ALLOWED.
- CURING: SLABS SHALL BE SPRAYED WITH A CURING COMPOUND IMMEDIATELY AFTER FINISHING. CURING COMPOUNDS USED ON CONCRETE WHERE TILE OR FLOOR COVERING IS TO BE BONDED TO THE CONCRETE SURFACE SHALL BE APPROVED BY THE TILE OR FLOOR COVERING MANUFACTURER. KEEP SLAB WET FOR 7 DAY MINIMUM PERIOD.
- CONSOLIDATION: ALL CONCRETE SHALL BE VIBRATED AS IT IS BEING PLACED WITH ELECTRICALLY OPERATED VIBRATING EQUIPMENT.
- TIMBER
 - ALL FRAMING LUMBER FOR 4X AND LARGER BEAMS SHALL BE NO. 1 GRADE DOUGLAS FIR, S4S, UNLESS NOTED OTHERWISE ON THE DRAWINGS.
 - ALL FRAMING LUMBER FOR 2X RAFTERS AND JOISTS SHALL BE NO.2 GRADE DOUGLAS FIR, S4S, UNLESS NOTED OTHERWISE ON DRAWINGS
 - STRIPPING, BLOCKING, BACKING AND OTHER NON-STRUCTURAL LUMBER SHALL BE NO. 2 OR STD & BTR GRADE DOUGLAS FIR, S4S. 2X4 STUD WALLS SHALL BE D.F. STANDARD & BTR.
 - ALL BEAMS, JOISTS AND RAFTERS SHALL BE INSTALLED WITH CROWN SIDE UP.
 - ROOF PLYWOOD SHALL MATCH EXISTING PLYWOOD SHEATHING WITH A SPAN INDEX RATIO 32/16. EDGE NAIL WITH 8d AT 12" O.C. UNLESS NOTED OTHERWISE ON PLANS. FIELD NAIL WITH 8d AT 12" O.C.
 - PLYWOOD SHEETS SHALL BE LAID WITH THE FACE GRAIN PERPENDICULAR TO SUPPORTS AND WITH THE EDGES STAGGERED, UNLESS NOTED OTHERWISE ON THE PLANS.
 - PLYWOOD SHALL BE GRADE MARKED BY DFPA, TECO, OR PTL AND SHALL CONFORM TO PS 1-83.
 - THE MAXIMUM MOISTURE CONTENT OF ALL LUMBER SHALL NOT EXCEED 24% AT THE TIME OF INSTALLATION.
 - MINIMUM NAILING SHALL COMPLY WITH TABLE 23-1-1-q OF BUILDING CODE. ALL NAILS SHALL BE COMMON WIRE NAILS.
 - ALL BOLTS SHALL HAVE STANDARD CUT WASHERS UNDER HEADS AND/OR NUTS WHERE IN CONTACT WITH WOOD.
 - LAG BOLTS SHALL BE SCREWED INTO PLACE, NOT DRIVEN. LAG BOLTS SHALL BE INSTALLED IN PRE-DRILLED HOLES WITH A DIAMETER EQUAL TO 75% DIAMETER OF BOLT.
 - CONNECTORS: ALL SHEET METAL FRAMING CONNECTORS SHOWN IN THE PLANS SHALL BE STRONG CONNECTORS AS MANUFACTURED BY THE SAMSON COMPANY. SUBSTITUTIONS MAY BE MADE WHEN APPROVED BY THE STRUCTURAL ENGINEER.
 - ALL LUMBER EXPOSED TO WEATHER OR IN CONTACT WITH MASONRY OR CONCRETE SHALL BE WOLMANIZED PRESSURE TREATED LUMBER OR A NATURALLY DECAY RESISTANT LUMBER SUCH AS REDWOOD OR CEDAR.
 - ALASKAN YELLOW CEDAR GLUE-LAMINATED BEAMS
A. LUMBER SPECIES: ALASKAN YELLOW CEDAR (A.C.) CONFORMING TO 20F-V12.
B. STRENGTH PROPERTIES:
Fb BOTTOM FIBER BENDING STRESS 2000psi MIN.
Fb TOP FIBER BENDING STRESS 1000psi MIN.
Fv SHEAR STRESS 190psi MIN.
Fc COMPRESSION STRESS PERPENDICULAR TO GRAIN 560psi MIN.
E MODULUS ELASTICITY 1400ksi MIN.
C. CAMBER TO RADIUS OF 1600' U.O.N.
D. ALL GLB'S SHALL BE FABRICATED WITH EXTERIOR GLUE.
E. MANUFACTURE OF GLB'S SHALL CONFORM TO THE UBC.
F. GLU-LAM MATERIAL SHALL BE IN ACCORDANCE WITH ANS/ATC A190.1 AND ASTM D3737.



SBA 2012 TC ASSETS, LLC
8051 CONGRESS AVENUE
BOCA RATON, FLORIDA 33487-3017
(561) 322-7817



Jeffrey Rome | ASSOCIATES
architecture | telecommunications
131 Innovation Drive, Suite 100
Irvine, California 92617
tel 949.760.3929 | fax 949.760.3931



REGISTERED ARCHITECT
EXPIRES 12/31/2015
JRA ASSOCIATES
STATE OF CALIFORNIA

REVISIONS			
REV.	DATE	DESCRIPTION	INIT.
A	12/08/18	90% CO'S	JME
B	03/07/18	100% CO'S	JME
C	03/21/18	CLIENT COMMENTS	JME

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

SITE INFORMATION:

SBA SITE: CO46096-A
SMITH LAKE
APN: 1571-07-0-00-015
1580 HOLLY STREET
BRIGHTON, COLORADO 80601
ADAMS COUNTY

SHEET TITLE:
SPECIFICATIONS & NOTES
SHEET NUMBER:
T-2

JRA JOB NUMBER: 173403

40' PROPOSED RIGHT-OF-WAY (R.O.W.):

A portion of the that parcel as described in that Special Warranty Deed recorded September 13, 2011 as Reception No. 2011000058839 in the Official Records of Adams County, Colorado, located in the NE 1/4 of Section 7, Township 1 South, Range 67 West of the 6th P.M., more particularly described as follows:

COMMENCING at the E1/4 corner of said Section 7, thence North along the East line of said NE1/4 of Section 7, N00°31'31"W, (Bearings are based on the East line of the said NE1/4 of Section 7, being monumented at the E1/4 corner of Section 7 by a No. 5 rebar and at the Northeast corner of Section 7 by a 3 1/4" aluminum cap in a range box, PLS 24667 and bears N00°31'31"W a distance of 1328.50 feet; thence S89°28'29"W, leaving said East line, a distance 30.00 feet to the Northeast corner of said parcel, also being the POINT OF BEGINNING; thence S89°28'29"W, along the North line and parallel with the South line of said parcel, a distance of 40.00 feet; thence S00°31'31"E, leaving said North line and parallel with the East line of said parcel, a distance of 200.74 feet, to a point on the South line of said parcel; thence N89°28'29"E, along said South line and parallel with the North line of said parcel, a distance of 40.00 feet, to the Southeast corner of said parcel; thence along East line of said parcel, N00°31'31"E, a distance of 200.74 feet to the POINT OF BEGINNING.

Containing 8,030 S.F. or 0.184 acres, more or less.

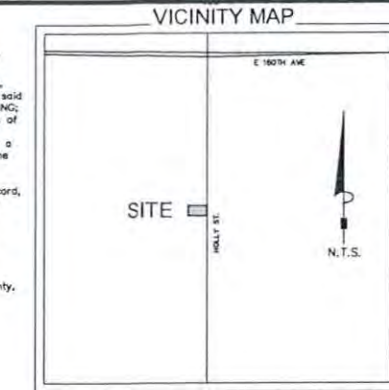
PROPERTY DESCRIPTION:

That part of the NE 1/4 of Section 7, Township 1 South, Range 67 West of the 6th P.M., more particularly described as follows: BEGINNING at the E1/4 corner of said Section 7, Township 1 South, Range 67 West, thence North along the East line of the NE 1/4 of said Section 7 a distance of 1127.76 feet to the TRUE POINT OF BEGINNING; thence continuing North along said East line of Section 7 a distance of 200.74 feet; thence West at right angles a distance of 247.00 feet; thence South at right angles a distance of 200.74 feet; thence East a distance of 247.00 feet to the TRUE POINT OF BEGINNING; EXCEPT the East 30.0 feet thereof for County Road.

Except easements, reservations, restrictions and rights of way of record, reservation in deed recorded in Book 747 at Page 427, all and gas lease recorded in Book 2045 at Page 257.

Also known as street and number 15801 Holly, Brighton, Colorado, 80501.

Per that Special Warranty Deed recorded September 13, 2011 as Reception No. 2011000058839 in the Official Records of Adams County, Colorado.



SCHEDULE B2 EXCEPTIONS:

- Item No.
- OIL AND GAS LEASE BY AND BETWEEN VERNON N. MILLER AND EDNA L. MILLER, LESSOR(S) AND BYRON OIL INDUSTRIES, INC., LESSEE(S), RECORDED 02/13/1976 AS BOOK 2045, PAGE 257 OF THE ADAMS COUNTY RECORDS.
NOTE: AGREEMENT REGARDING OIL AND GAS WELLS RECORDED 06/02/2015, AS INSTRUMENT NO. 2015000041406 OF THE ADAMS COUNTY RECORDS.
-AFFECTS SURVEY AREA, BLANKET IN NATURE.
 - UNRECORDED MEMORANDUM OF LEASE, BY AND BETWEEN STONEHOOKER FARMS LLC, LESSOR(S), AND U S WEST COMMUNICATIONS WIRELESS GROUP, LESSEE(S), DATED 10/04/1996.
NOTE: UNRECORDED MEMORANDUM OF LEASE, BY AND BETWEEN STONEHOOKER FARMS, LLC, LESSOR(S), AND US WEST WIRELESS, LLC, LESSEE(S), DATED 03/20/1998.
NOTE: MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT, BY AND BETWEEN QWEST WIRELESS, LLC, ASSIGNOR, AND SPRINT SPECTRUM LP, ASSIGNEE, RECORDED 04/20/2005, AS INSTRUMENT NO. 20050420000412860 OF ADAMS COUNTY RECORDS.
NOTE: ASSIGNMENT AND ASSUMPTION OF LEASE, BY AND BETWEEN SPRINT SPECTRUM RALTY COMPANY, LP, SPRINT SPECTRUM LP AND SPRINT SPECTRUM EQUIPMENT COMPANY, LP, ASSIGNOR, AND TOWER ENTITY 2, LLC, ASSIGNEE, RECORDED 01/02/2009, AS INSTRUMENT NO. 200900000249 OF ADAMS COUNTY RECORDS.
NOTE: DECLARATION OF INTEREST AND REQUEST FOR NOTICE, RECORDED 11/09/2011, IN DOCUMENT NO. 2011000074100 OF THE ADAMS COUNTY RECORDS.
NOTE: ASSIGNMENT OF LESSOR'S INTEREST IN LEASES, RECORDED 07/03/2013, IN DOCUMENT NO. 2013000057378 OF THE ADAMS COUNTY RECORDS. (NO LEASEHOLD MORTGAGE OF RECORD)
NOTE: AMENDMENT TO OPTION AND SITE LEASE AGREEMENT RECORDED 07/08/2016, AS INSTRUMENT NO. 201600005366 OF THE ADAMS COUNTY RECORDS.
-AFFECTS SURVEY AREA, SHOWN HEREON.
 - RESERVATIONS IN BOOK 747, PAGE 427 AS RECITED IN DEED, RECORDED 09/13/2011, IN DOCUMENT NO. 2011000058839 OF THE ADAMS COUNTY RECORDS.
NOTE: REFERENCE TO BOOK 747, PAGE 427 IS AN INCORRECT REFERENCE
-AFFECTS SURVEY AREA, BLANKET IN NATURE.
 - RESERVATION OF ALL OIL, GAS AND OTHER MINERALS AS RESERVED IN DEED, RECORDED 09/13/2011, IN DOCUMENT NO. 2011000058839 OF THE ADAMS COUNTY RECORDS.
-AFFECTS SURVEY AREA, BLANKET IN NATURE.

Items not listed above are determined non-survey related items and are not plotted hereon.

NOTES:

- The purpose of this survey is to depict the existing physical improvements at the time of the survey and to define the limits of a lease area and easements appurtenant thereto. This survey is not a boundary survey nor does it represent a monumented land survey. This survey is not intended to be used for the creation, conveyance, or transfer of any fee simple parcel. Monuments shown hereon are for reference only and are not intended to be relied upon for the establishment of any boundary shown on this document. No monuments were established from this survey.
- Any underground utilities shown have been located from field survey information. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from the information available.
- Easements and public documents shown or noted on this survey were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.
- FEDERAL EMERGENCY MANAGEMENT AGENCY, Flood Insurance Rate Map, Map Number 08001C0306J effective date 01/20/2016, indicates this parcel of land is located in Zone A (Special flood hazard areas subject to inundation by the 1% annual chance flood) (No base flood elevations determined).
- This survey does not constitute a title search by Clark Land Surveying, Inc. to determine ownership or easements of record. For all information regarding easements, rights of way and title of record, Clark Land Surveying, Inc. relied upon a Search Record, prepared by Old Republic National Title Insurance Co. with an order number of 01-17094047-011, dated December 19, 2016.
- Elevations are based on NAVD 88 datum.
- BENCHMARK: Found No. 4 Rebar, as shown. Elevation: 5166.73' (NAVD 88).
- BASIS OF BEARINGS: Bearings are based on the east line of the NE1/4 of Section 7, Township 1 South, Range 67 West of the 6th P.M., Adams County, Colorado, being monumented at the E1/4 of Section 7 by a No. 5 rebar and at the NE corner of Section 7 by a 3 1/4" aluminum cap in a range box, PLS 24667 and bears N00°31'31"W.
- Field work for this survey was completed on December 4, 2017.
- This site is zoned "A-3" (Agriculture-3) per City of Brighton Planning Department.
Building Setbacks:
Front: 50'
Side: 10'
Rear: 20'
R.O.W.: 50'

SURVEYOR'S STATEMENT:

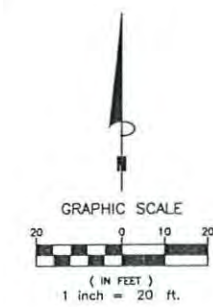
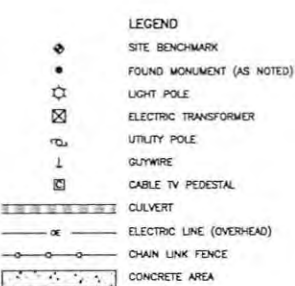
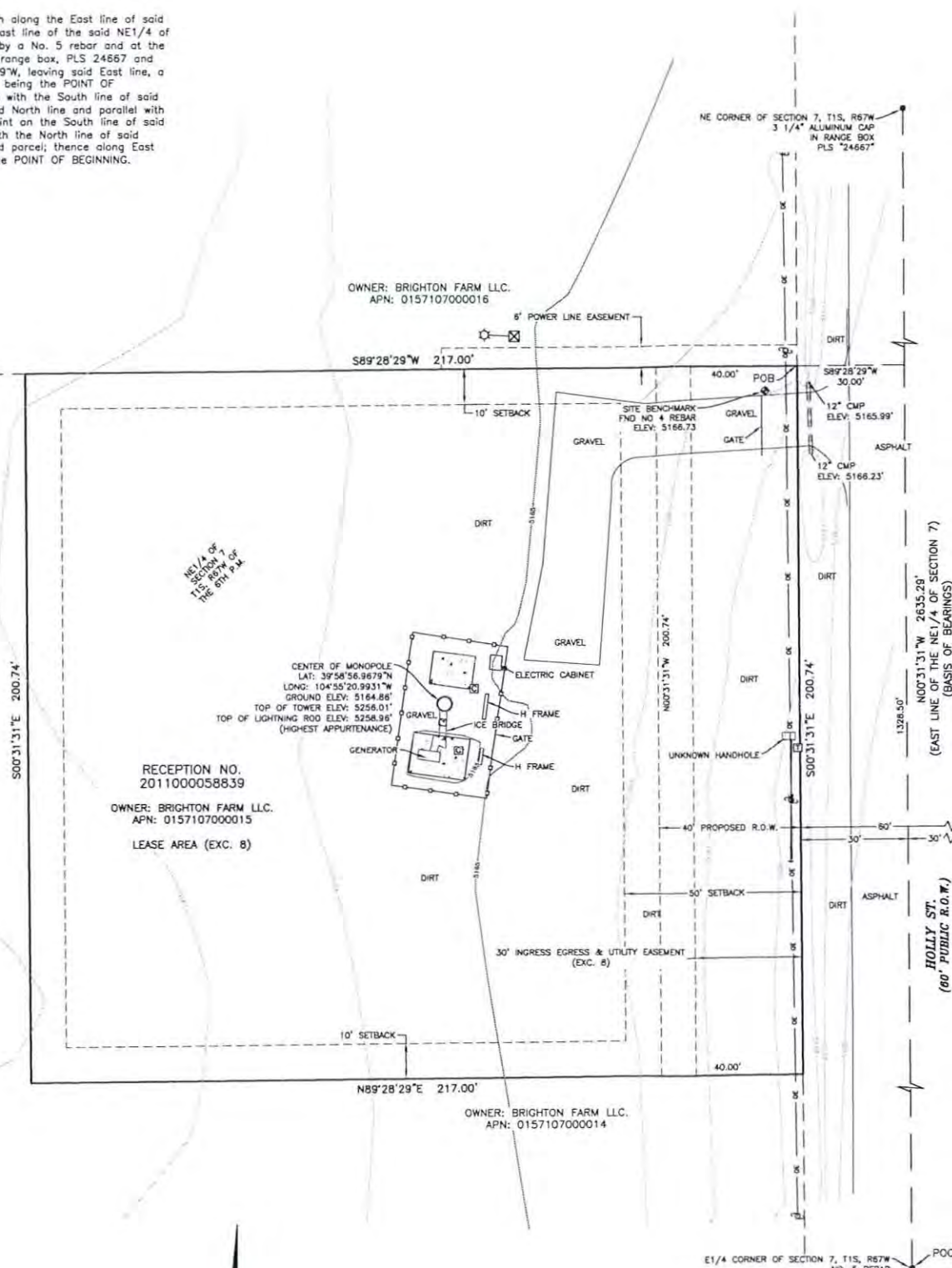
On the basis of my knowledge, information and belief, I hereby state and declare that this drawing was prepared under my direct supervision to the standard of care of surveyors practicing in the State of Colorado and that the information shown hereon is true and correct to the best of my knowledge and belief.

This statement is neither a warranty nor a guarantee, either expressed or implied.



Nathaniel J. Moates
Colorado Professional Land Surveyor No. 38160
For and on behalf of Clark Land Surveying, Inc.

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



Clark Land Surveying
SURVEYING & TAX MAPS
177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.982.1270
www.clarkls.com

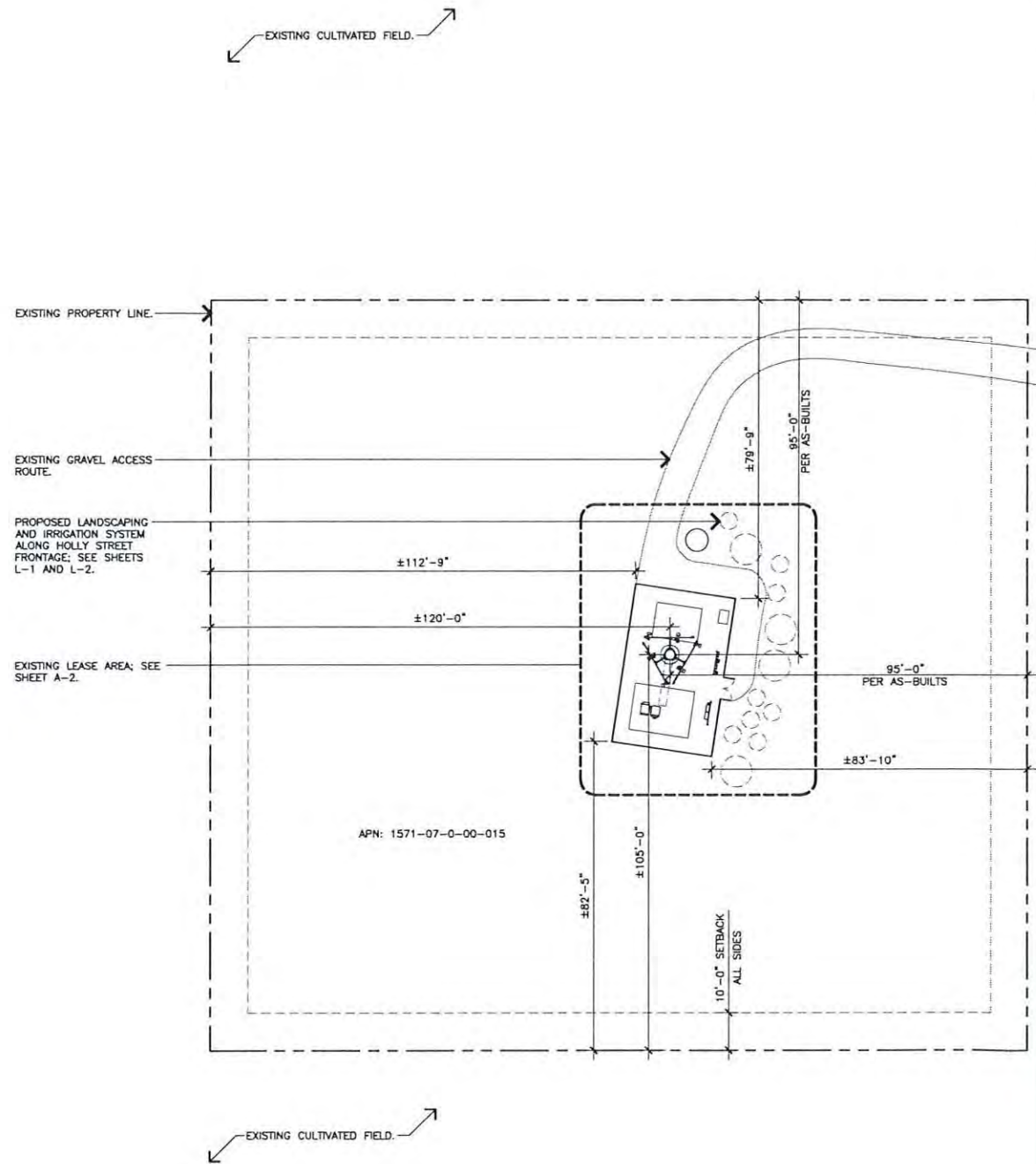
No.	Revisions Description	By	Date
1	Added proposed R.O.W.	JPN	2/8/2018

SITE NAME:
DN03XC025

AS-BUILT SURVEY
A PORTION OF THE NE1/4 OF SECTION 7
TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
ADAMS COUNTY, COLORADO

Drawn By: DMC
Checked By: NJM
Date: 1/16/2018
Sheet: 1 of 1

Project: 170943



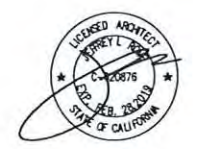
HOLLY STREET



SBA 2012 TC ASSETS, LLC
8051 CONGRESS AVENUE
BOCA RATON, FLORIDA 33487-3017
(561) 322-7817



Jeffrey Rome | ASSOCIATES
architecture | telecommunications
131 Innovation Drive, Suite 100
Irvine, California 92617
tel 949.760.3929 | fax 949.760.3931



REVISIONS			
REV.	DATE	DESCRIPTION	INIT.
A	12/08/18	90% CD'S	JME
B	03/07/18	100% CD'S	JME
C	03/21/18	CLIENT COMMENTS	JME

NOT FOR CONSTRUCTION UNLESS
LABELED AS CONSTRUCTION SET

SITE INFORMATION:
SBA SITE: C046096-A
SMITH LAKE
APN: 1571-07-0-00-015
15801 HOLLY STREET
BRIGHTON, COLORADO 80601
ADAMS COUNTY

SHEET TITLE:
SITE PLAN

SHEET NUMBER:
A-1

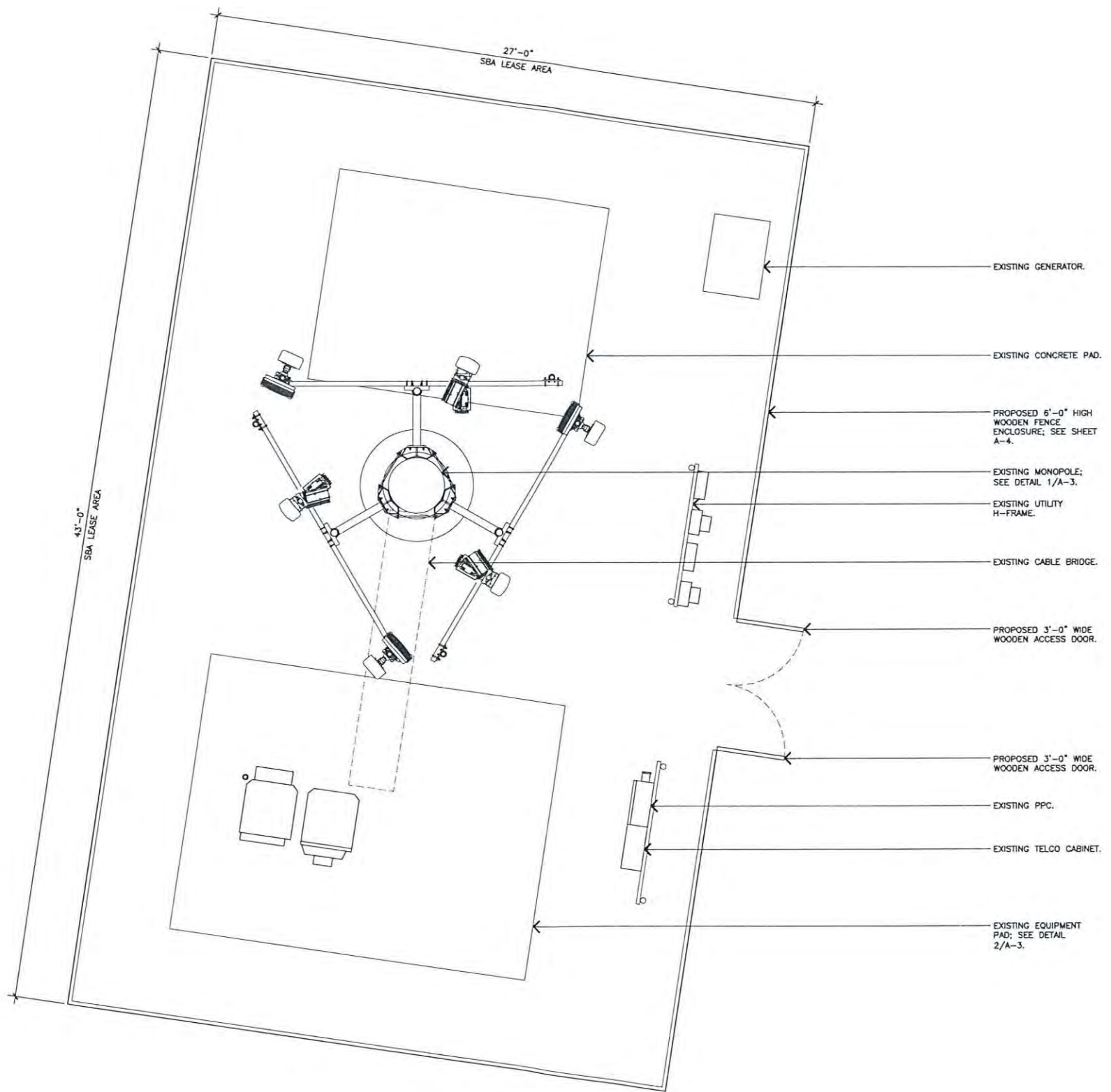
SITE PLAN

11X17 SCALE: 1"=40'
24X36 SCALE: 1"=20'

1



JRA JOB NUMBER: 173405



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Jeffrey Rome ASSOCIATES
 architecture | telecommunications
 131 Innovation Drive, Suite 100
 Irvine, California 92617
 tel 949.760.3929 | fax 949.760.3931



REVISIONS

REV.	DATE	DESCRIPTION	INIT.
A	12/08/18	90% CD'S	JME
B	03/07/18	100% CD'S	JME
C	03/21/18	CLIENT COMMENTS	JME

NOT FOR CONSTRUCTION UNLESS
 LABELED AS CONSTRUCTION SET

SITE INFORMATION:

SBA SITE: C046096-A
SMITH LAKE
APN: 1571-07-0-00-015
 15801 HOLLY STREET
 BRIGHTON, COLORADO 80601
 ADAMS COUNTY

SHEET TITLE:

ENLARGED SITE PLAN

SHEET NUMBER:

A-2

ENLARGED SITE PLAN

11x17 SCALE: 3/16"=1'-0"
 24x36 SCALE: 3/8"=1'-0"



1

JRA JOB NUMBER: 173405



SBA 2012 TC ASSETS, LLC
8051 CONGRESS AVENUE
BOCA RATON, FLORIDA 33487-3017
(561) 322-7817



Jeffrey Rome | ASSOCIATES
architecture | telecommunications
131 Innovation Drive, Suite 100
Irvine, California 92617
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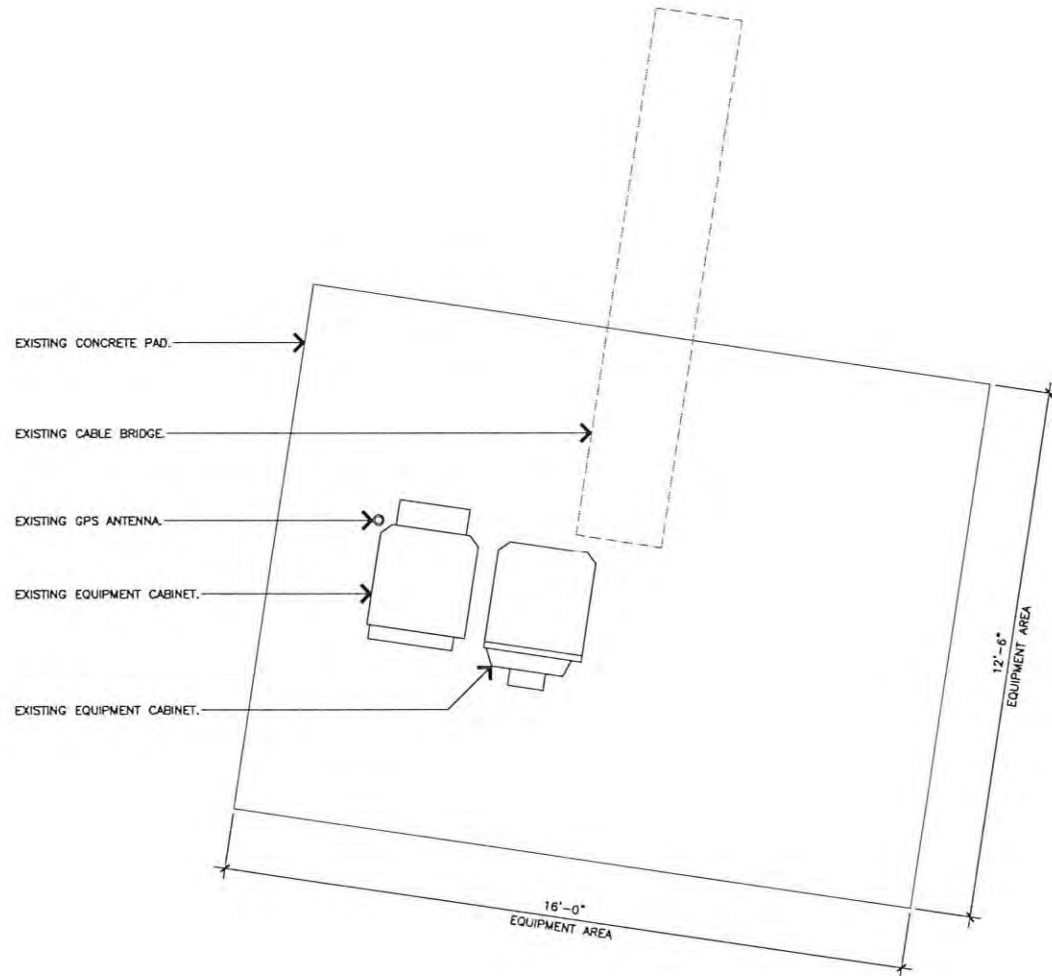
SHEET TITLE:

EQUIPMENT & ANTENNA
PLAN

SHEET NUMBER:

A-3

JRA JOB NUMBER: 173405



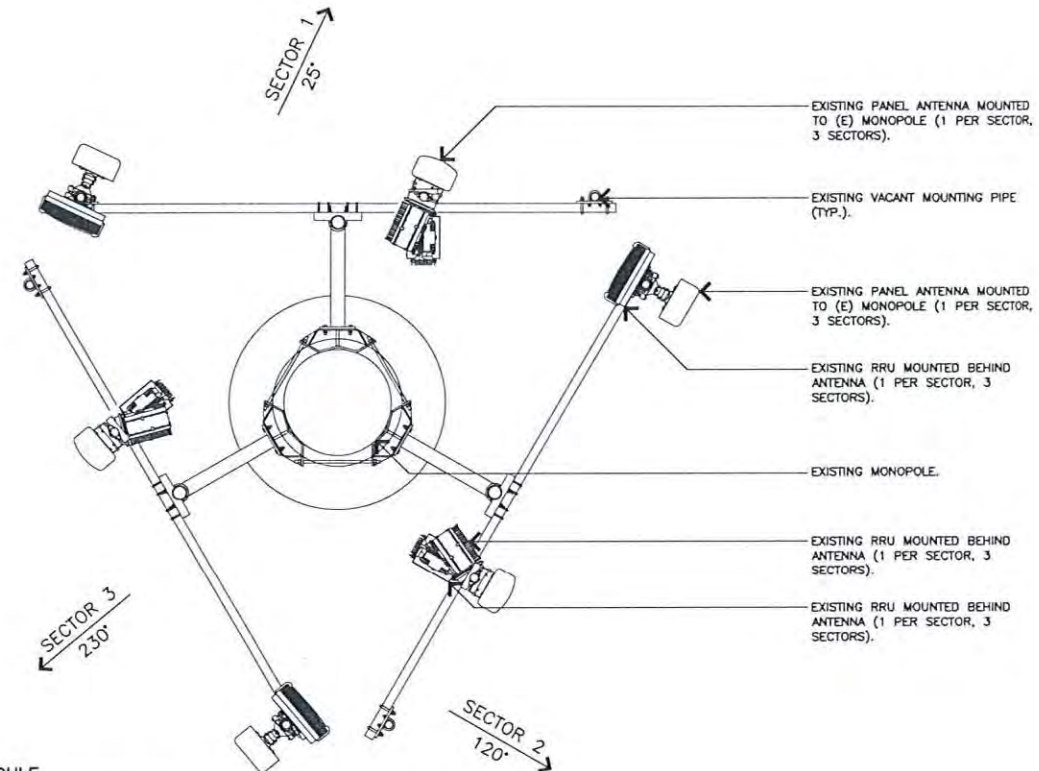
EXISTING EQUIPMENT PLAN

11X17 SCALE: 1/4"=1'-0"
22X34 SCALE: 1/2"=1'-0"



2

EXISTING ANTENNA PLAN



ANTENNA SCHEDULE

SECTOR	ANTENNA	NUMBER OF ANTENNAS	AZIMUTH	RAD CENTER
1	EXISTING	2	25°	86'-6"
2	EXISTING	2	120°	86'-6"
3	EXISTING	2	230°	86'-6"



11X17 SCALE: 1/4"=1'-0"
22X34 SCALE: 1/2"=1'-0"



1



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 8051 CONGRESS AVENUE
 BOCA RATON, FLORIDA 33487-3017
 (561) 322-7817



Jeffrey Rome | ASSOCIATES
 architecture | telecommunications
 131 Innovation Drive, Suite 100
 Irvine, California 92617
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REVISIONS

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C	03/21/18	CLIENT COMMENTS	JME

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SITE INFORMATION:

**SBA SITE: CO46096-A
 SMITH LAKE
 APN: 1571-07-0-00-015**
 15801 HOLLY STREET
 BRIGHTON, COLORADO 80601
 ADAMS COUNTY

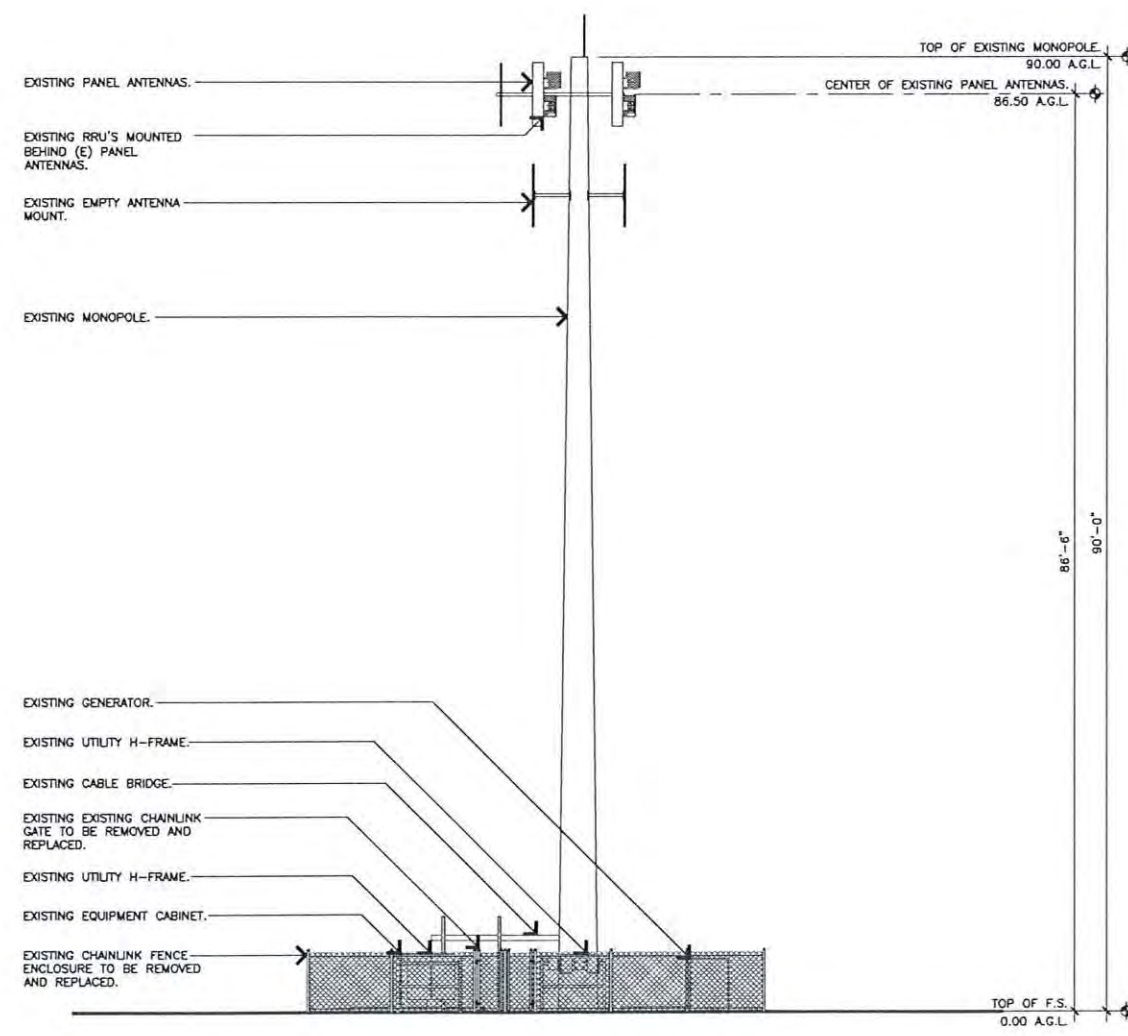
SHEET TITLE:

ELEVATIONS

SHEET NUMBER:

A-4

JRA JOB NUMBER: 173405

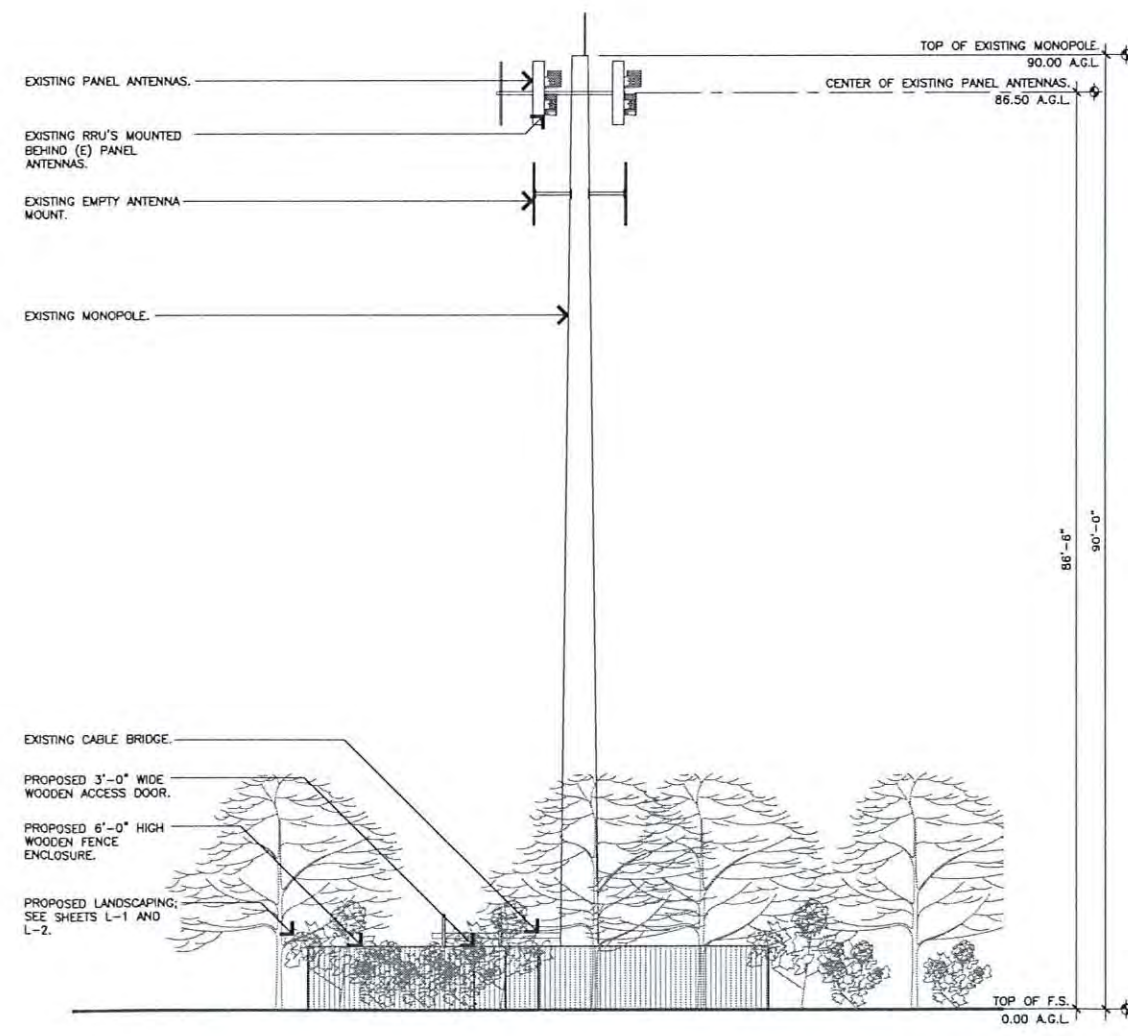


EXISTING EAST ELEVATION

11x17 SCALE: 1/16"=1'-0"
 24x36 SCALE: 1/8"=1'-0"



3



PROPOSED EAST ELEVATION

11x17 SCALE: 1/16"=1'-0"
 24x36 SCALE: 1/8"=1'-0"



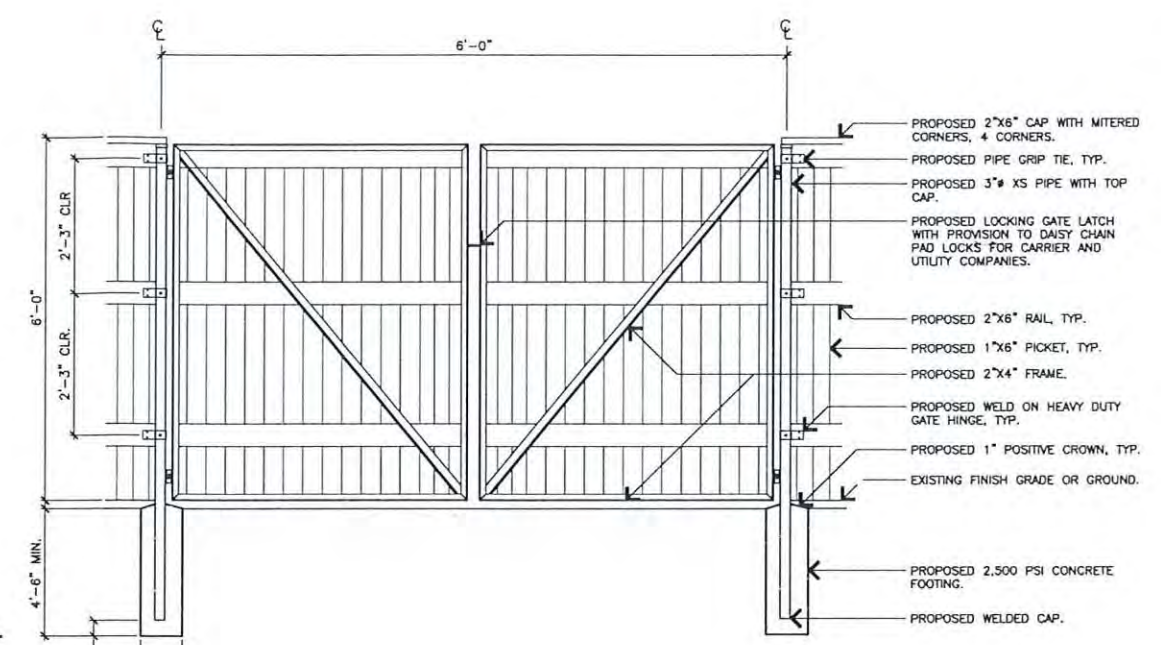
1



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- NOTES:
- VIEWED FROM INSIDE EQUIPMENT AREA.
 - GATE HINGE AND LATCH ORIENTATION PER PLAN
 - CORNER, END, GATE OR PULL POST TO BE GALVANIZED 2-7/8" O.D. SCHEDULE 40 ASTM A53 GRADE B METAL POSTS, MAX. 7'-0" O.C., UNLESS NOTED OTHERWISE.
 - ALL WOOD RAILS TO BE NO.2 DOUG FIR CCA PRESSURE TREATED LUMBER, U.N.O.
 - PICKETS TO BE NO.1 CEDAR, PRESSURE TREATED.
 - ALL HARDWARE TO BE HOT-DIPPED GALVANIZED.

NOT USED

SCALE: NONE 5

WOOD ACCESS GATE

SCALE: NONE 2

REVISIONS

REV.	DATE	DESCRIPTION	INIT.
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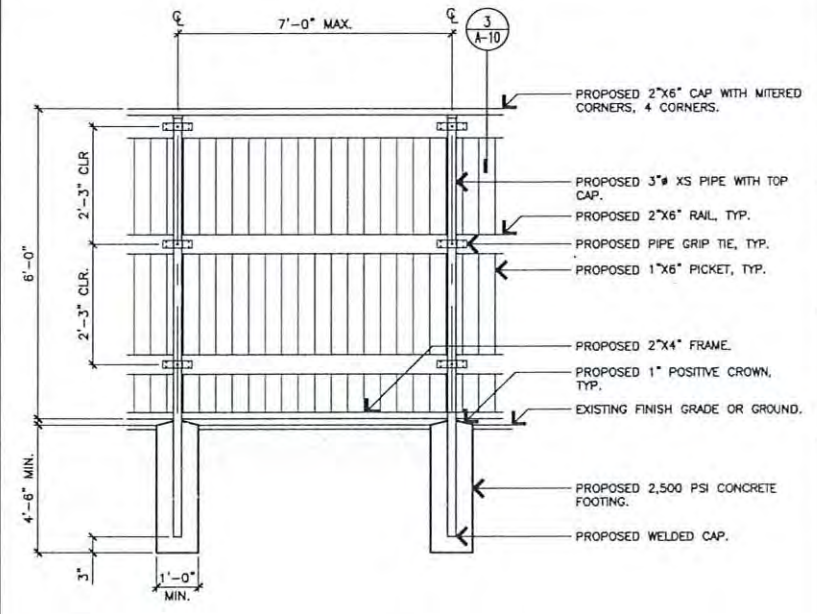
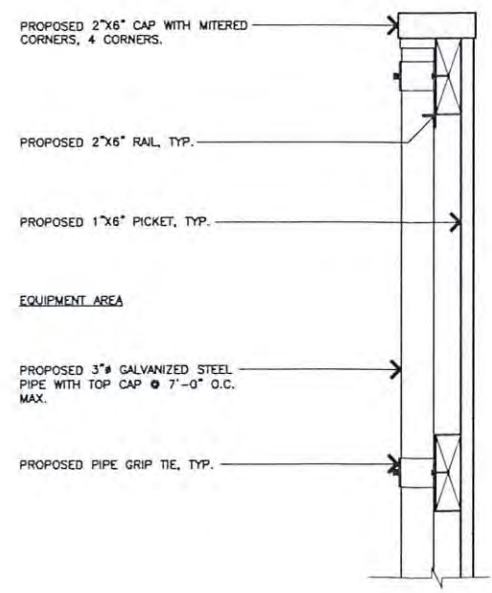
SBA SITE: C046096-A
SMITH LAKE
APN: 1571-07-0-00-015
15801 HOLLY STREET
BRIGHTON, COLORADO 80501
ADAMS COUNTY

SHEET TITLE:

FENCE DETAILS

SHEET NUMBER:

A-4.1



- NOTES:
- VIEWED FROM INSIDE EQUIPMENT AREA.
 - CORNER, END, GATE OR PULL POST TO BE GALVANIZED 2-7/8" O.D. SCHEDULE 40 ASTM A53 GRADE B METAL POSTS, MAX. 7'-0" O.C., UNLESS NOTED OTHERWISE.
 - ALL WOOD RAILS TO BE NO.2 DOUG FIR CCA PRESSURE TREATED LUMBER, U.N.O.
 - PICKETS TO BE NO.1 CEDAR, PRESSURE TREATED.
 - ALL HARDWARE TO BE HOT-DIPPED GALVANIZED.

NOT USED

SCALE: NONE 4

WOOD FENCE CAP

SCALE: NONE 3

WOOD FENCE WITH CAP

SCALE: NONE 1

JRA JOB NUMBER: 173403

SMITH LAKE CELL TOWER

Landscape Plan Brighton, Colorado



LANDSCAPE PLANT LIST

EVERGREEN TREES									
SYMBOL	COMMON NAME	BOTANICAL NAME	MATURE HEIGHT	MATURE SPREAD	WATER USE	SUN/SHADE	SIZE AND CONDITION	QTY	
	Pinon Pine	Pinus edulis	20-30'	10-20'	Low	Sun	9 ft. BAB	4	

EVERGREEN SHRUBS									
SYMBOL	COMMON NAME	BOTANICAL NAME	MATURE HEIGHT	MATURE SPREAD	WATER USE	SUN/SHADE	SIZE AND CONDITION	QTY	
	Rocky Mountain Juniper	Juniperus scopulorum	20-30'	8-12'	Very Low	Sun	5 Gallon Cont.	3	

DECIDUOUS SHRUBS									
SYMBOL	COMMON NAME	BOTANICAL NAME	MATURE HEIGHT	MATURE SPREAD	WATER USE	SUN/SHADE	SIZE AND CONDITION	QTY	
	Tall Blue Rabbitbrush	Eriogonum nauseosae speciosa	2-6'	2-6'	Very Low	Sun	5 Gallon Cont.	5	

NATIVE SEEDING - DRYLAND MIX
Pawnee Buttes Seed Mix (www.pawneebuttesseed.com)
PSSI Low Grow Mix
Application Rate: 5 LBS/1,000 SF

EXISTING CULTIVATED FIELD

LANDSCAPE NOTES AND SPECIFICATIONS

- ALL AREAS TO BE LANDSCAPED SHALL HAVE ORGANIC AMENDMENTS THOROUGHLY INCORPORATED INTO THE SOIL AT A RATE OF 5 CUBIC YARDS PER 1,000 SQUARE FEET, AND TILLED TO A DEPTH OF 6 INCHES.
- THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT LANDSCAPE, PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTORS OPERATIONS DURING INSTALLATION OR DURING THE SPECIFIED MAINTENANCE PERIOD.
- THE CONTRACTOR SHALL REPORT ANY DISCREPANCY IN PLAN VS. FIELD CONDITIONS IMMEDIATELY TO THE OWNER AND/OR THE LANDSCAPE ARCHITECT, PRIOR TO CONTINUING WITH THAT PORTION OF WORK.
- THE CONTRACTOR SHALL PROVIDE A STAKED LAYOUT OF ALL SIGNIFICANT ITEMS FOR INSPECTION BY THE LANDSCAPE ARCHITECT, AND MAKE MODIFICATIONS AT NO COST TO THE OWNER PRIOR TO PROCEEDING WITH CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES AND OTHER LANDSCAPE AND HARDSCAPE QUANTITIES. QUANTITIES ARE PROVIDED FOR CONVENIENCE IN ROUGH BIDDING. CONTRACTOR IS RESPONSIBLE FOR RE-COUNTING AND VERIFYING ALL QUANTITIES ALONG WITH ANY BID. BIDS AND INSTALLATION SHALL FOLLOW THE DESIGN ON THE PLANS AND GRAPHIC QUANTITIES SCALED OFF OF THE PLANS SHALL TAKE PRECEDENCE OVER WRITTEN QUANTITIES.
- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED TO DO THEIR PORTION OF THE WORK.
- ANY NEW OR EXISTING TO REMAIN PLANT MATERIAL DAMAGED DURING CONSTRUCTION SHALL BE REPLACED WITH THE SAME SPECIES AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING UTILITY LOCATIONS PRIOR TO BEGINNING ANY DIGGING ON THE SITE.
- CONTRACTOR SHALL ENSURE THAT ALL SITE AREAS ACHIEVE POSITIVE DRAINAGE. IF INADEQUATE DRAINAGE IS OBSERVED, IT SHALL BE REPORTED IMMEDIATELY TO THE OWNER AND/OR THE LANDSCAPE ARCHITECT.
- CONTACT THE LANDSCAPE ARCHITECT 48 HOURS IN ADVANCE OF PLANTING TREES, SHRUBS, PERENNIALS, AND GRASSES, SO THAT LANDSCAPE ARCHITECT CAN BE PRESENT TO WORK WITH CONTRACTOR AT THE SITE TO PLACE PLANTS IN THEIR FINAL POSITION PRIOR TO PLANTING.

WARRANTY AND QUALITY CONTROL

- THE CONTRACTOR SHALL PROVIDE AN UNCONDITIONAL ONE YEAR WARRANTY ON ALL MATERIALS AND WORKMANSHIP, INCLUDING THE WORK OF SUBCONTRACTORS. WARRANTY PERIOD WILL BE FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE AND SHALL COVER ALL ITEMS, INCLUDING BUT NOT LIMITED TO: PLANT MATERIALS, HARDSCAPE, CONCRETE, AND IRRIGATION SYSTEM. REPLACEMENT MATERIALS SHALL BE OF THE SAME SIZE AND SPECIFICATIONS AS THE ORIGINAL SPECIFIED MATERIAL.
- UPON COMPLETION OF THE WORK, THE LANDSCAPE ARCHITECT OR OWNERS REPRESENTATIVE SHALL PREPARE A PRELIMINARY PUNCH LIST OF ITEMS THAT ARE INADEQUATE, AND THE CONTRACTOR RESPONSIBLE FOR THAT PORTION OF THE WORK SHALL MAKE THE NECESSARY CHANGES. AFTER MAKING THE NECESSARY CHANGES, THE CONTRACTOR SHALL SCHEDULE A FINAL WALK-THROUGH TO BE ATTENDED BY THE LANDSCAPE ARCHITECT OR THE OWNERS REPRESENTATIVE, AND ANY OTHER KEY PROJECT CONSULTANTS OR CONTRACTORS.
- AT THE COMPLETION OF THE FINAL WALK-THROUGH THE LANDSCAPE ARCHITECT OR OWNERS REPRESENTATIVE WILL PREPARE A FINAL PUNCH LIST OF ITEMS THAT ARE INADEQUATE. ONCE ALL OF THE PUNCH LIST ITEMS HAVE BEEN ADEQUATELY ADDRESSED IN THE OPINION OF THE LANDSCAPE ARCHITECT AND THE OWNERS REPRESENTATIVE, THE PROJECT WILL GAIN FINAL ACCEPTANCE AND THE ONE-YEAR WARRANTY PERIOD SHALL BEGIN FROM THAT DATE.

LANDSCAPE REQUIREMENTS

AREA	REQUIREMENT	REQUIRED	PROVIDED
HOLLY STREET (158.5 LF)	1 TREE & 2 SHRUBS PER 40 LINEAR FEET	4 TREES 8 SHRUBS	4 TREES 8 SHRUBS

IRRIGATION AND MAINTENANCE NOTES

- IRRIGATION WATER WILL BE SUPPLIED BY A ON-SITE 500 GALLON WATER STORAGE TANK AND CONVEYED TO THE PLANTS VIA AN AUTOMATIC DRIP IRRIGATION SYSTEM.
- ELEVATE TANK ON PLATFORM (OR INSTALL BOOSTER PUMP) IN ORDER TO ACHIEVE A MINIMUM OF 20 PSI WATER PRESSURE FOR PROPER DRIP VALVE OPERATION.
- CONTRACTOR SHALL PERFORM BI-WEEKLY SITE VISITS TO MAINTAIN WATER LEVEL IN WATER TANK.
- DURING THE ONE-YEAR WARRANTY PERIOD, CONTRACTOR SHALL PERFORM REGULAR WEED CONTROL, INSPECTIONS OF PLANT HEALTH, AND LANDSCAPE REPAIRS AS NEEDED.

SEEDING NOTES

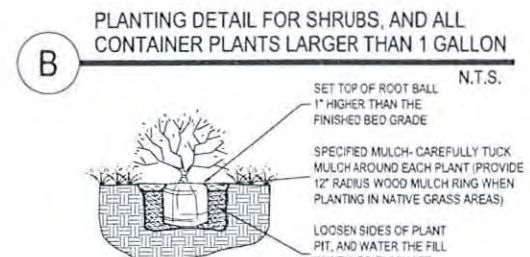
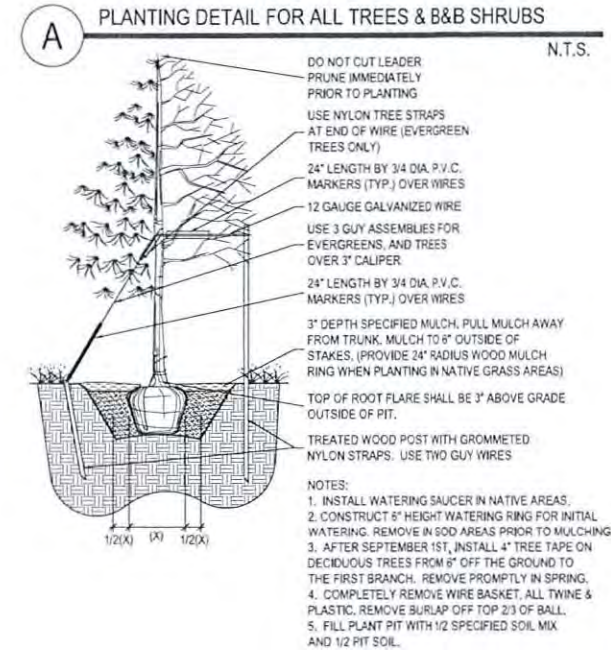
- THE SEEDING MIX SHALL BE 'PSSI LOW GROW MIX', AS AVAILABLE FROM PAWNEE BUTTES SEED, GREELEY, COLORADO, PHONE: 970-356-7002, WEBSITE: WWW.PAWNEEBUTTESSEED.COM. NO SUBSTITUTIONS WILL BE CONSIDERED.
- SEEDING APPLICATION METHOD SHALL BE DRILL SEEDING IN 2 OPPOSITE DIRECTIONS AT A RATE PER THE SEED SUPPLIER'S SPECIFICATIONS. EACH PASS OF THE SEEDER SHOULD COVER THE ENTIRE SEEDED AREA, AND EACH PASS SHOULD APPLY APPROXIMATELY 1/2 OF THE REQUIRED SEEDING RATE. SEE PLANT LIST FOR SPECIFIC APPLICATION RATES PER EACH DIFFERENT SEED MIX.
- TIMING OF SEEDING: SEEDING SHALL BE COMPLETED BETWEEN THE DATES OF APRIL 1ST AND MAY 15TH OR BETWEEN SEPTEMBER 1ST AND OCTOBER 15TH TO ENSURE ADEQUATE GERMINATION.
- SEEDBED PREPARATION AND TIMING OF SEEDING AND HYDROMULCHING SHALL BE AS FOLLOWS:
 - THE SEEDED AREAS SHALL BE AMENDED WITH 3.0 C.Y./1000 S.F. OF PRO-GRO CLASS 1 COMPOST (OR EQUAL), AS AVAILABLE FROM A1 ORGANICS, DENVER COLORADO, PHONE: 970-454-3492, WEBSITE: WWW.A1ORGANICS.COM. TILL THE COMPOST TO A DEPTH OF 6".
 - NEXT, DRILL SEED THE AREAS PER NOTE #2 ABOVE, AT A DEPTH OF 1/4".
 - WITHIN 24 HOURS OF DRILL SEEDING, APPLY A 1/4" DEPTH LAYER OF HYDROMULCH OVER ALL SEEDED AREAS. NOTE: IT IS CRITICAL THAT THE TOTAL SEED DEPTH DOES NOT EXCEED 1/2" (1/4" SEEDING DEPTH PLUS 1/4" HYDROMULCH DEPTH).
- CONTRACTOR SHALL NOT DRILL SEED DURING WINDY WEATHER OR WHEN THE GROUND IS FROZEN OR WET.
- SEED AND SEED LABELS SHALL CONFORM TO CURRENT STATE AND FEDERAL REGULATIONS AND BE SUBJECT TO TESTING PROVISIONS OF THE ASSOCIATION OF OFFICIAL SEED ANALYSIS. SEED WHICH HAS BECOME WET, MOLDY, OR OTHERWISE DAMAGED IN TRANSIT OR IN STORAGE WILL NOT BE ACCEPTABLE. SEED TICKETS SHALL BE PROVIDED TO THE OWNERS REPRESENTATIVE UPON REQUEST.
- THE CONTRACTOR IS EXPECTED TO PRODUCE A LUSH, WEED FREE STAND OF GRASS BY THE END OF THE 1 YEAR WARRANTY PERIOD. ALL SEEDED AREAS WILL BE PERIODICALLY INSPECTED BY THE OWNERS REPRESENTATIVE, AND CERTAIN AREAS MAY NEED TO BE RE-SEEDED AT NO COST TO THE OWNER IN ORDER TO MEET THE PROJECT EXPECTATIONS AND MAINTENANCE SPECIFICATIONS.
- REFER TO WRITTEN SPECIFICATIONS FOR THE FULL PERFORMANCE EXPECTATIONS AND MAINTENANCE REQUIREMENTS FOR THE SEEDED AREAS.

PLANT MATERIAL NOTES AND SPECIFICATIONS

- NO SUBSTITUTIONS WILL BE ALLOWED WITHOUT APPROVAL FROM THE LANDSCAPE ARCHITECT. VARIETIES HAVE BEEN CHOSEN FOR THEIR SPECIFIC CHARACTERISTICS.
- CONTACT LANDSCAPE ARCHITECT, OR OWNERS REPRESENTATIVE AT LEAST 48 HOURS PRIOR TO TAGGING PLANT MATERIALS FOR THE PROJECT, TO CONFIRM WHETHER OR NOT LANDSCAPE ARCHITECT WANTS TO BE PRESENT TO SELECT ANY OF THE PLANT MATERIAL FOR THE PROJECT.
- REQUIREMENTS FOR MEASUREMENTS, GRADING, BRANCHING, QUALITY, AND THE BALLING AND BURLAPPING OF PLANTS LISTED IN THE PLANT LIST SHALL FOLLOW THE CURRENT ISSUE OF AMERICAN STANDARD FOR NURSERY STOCK ISSUED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. (ANSI-Z 69.1, OR MOST CURRENT PUBLICATION).
- PLANTS SHALL MEET OR EXCEED THE MEASUREMENTS SPECIFIED IN THE PLANT LIST, WHICH ARE MINIMUM ACCEPTABLE SIZES.
- ALL MATERIALS SHALL BE SUBJECT TO INSPECTION AND APPROVAL. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT WORK AND MATERIALS THAT THE LANDSCAPE ARCHITECT FEELS DO NOT MEET THESE SPECIFICATIONS, PRIOR TO FINAL ACCEPTANCE.
- PLANTS ARE TO BE PROTECTED FROM WEATHER AND SUN WHEN BEING STORED AT THE SITE. KEEP ROOTS MOIST AT ALL TIMES.
- EACH PLANT SHALL BE IDENTIFIED BY MEANS OF A GROWERS LABEL AFFIXED TO THE PLANT. REMOVE ALL LABELS AFTER PLANTING AND MAKE LABELS AVAILABLE TO THE OWNER OR LANDSCAPE ARCHITECT.
- FOR BALLED AND BURLAPPED TREES AND SHRUBS, REMOVE BURLAP FROM THE TOP AND SIDES OF THE ROOT BALL, BUT NOT THE BOTTOM, AFTER SETTING THE ROOT BALL IN THE HOLE. A MINIMUM OF 3/4 OF THE WIRE BASKET AND SURPLUS NYLON OR BINDING SHALL BE COMPLETELY REMOVED.

PLAN SET INDEX

SHEET	NAME
L1	LANDSCAPE COVER SHEET & PLANT LIST
L1	LANDSCAPE PLAN



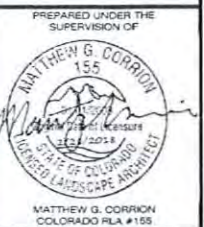
SMITH LAKE CELL TOWER
Brighton, Colorado

Owner:
SBA Communications Corporation
470 Division Road
Pittsburgh, PA 15239

Landscape Plan

Issue Dates

Date:	Notes:
11-10-17	Client Review
12-05-17	Client Review
12-08-17	Client Review
02-07-18	Client Review
02-20-18	Client Review
02-28-18	FINAL



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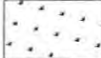
Sheet

L1

Landscape Cover
Sheet & Plant List



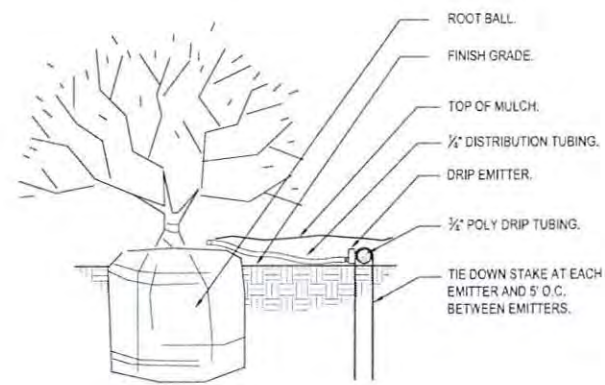
LANDSCAPE LEGEND (SEE SHEET L1 FOR PLANT LIST)

-  EVERGREEN TREES
-  DECIDUOUS SHRUBS
-  EVERGREEN SHRUBS
-  NATIVE SEED
-  EXISTING CULTIVATED FIELD

IRRIGATION SCHEDULE

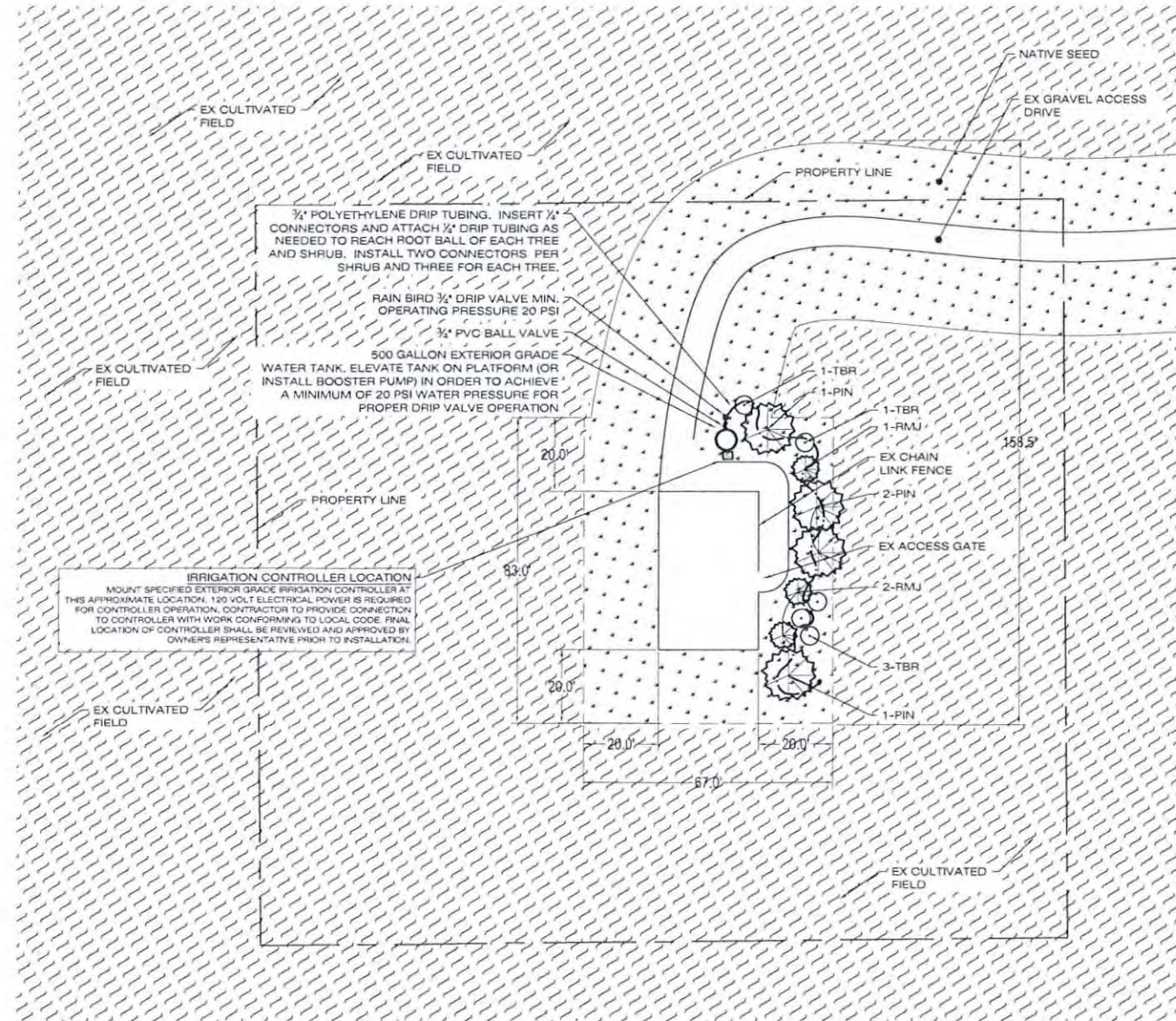
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird LFV-Q15 3/4" Low Flow DV Valve	1
	Rain Bird MDCFCAP DripLine Flush Valve cap in compression fitting coupler.	1
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Meco-Kroco 775S PVC White Ball Valve for Sch 40 and Sch 80 Pipe, solvent slip ends with "T" handle, same size as mainline, 1/2" to 4"	1
	Rain Bird RZX4 4 Station Controller, Outdoor.	1
	Irrigation Lateral Line: Polyethylene Pipe SCR-7 Polyethylene drip tubing, Stake 5' O.C. and all Tee and ELL fittings.	112.0 LL
	Irrigation Mainline: PVC Schedule 40	1.8 LL

1 1/4" DISTRIBUTION TUBING
3/4" x 1/2"



NOTE:
WHEN PLANTING ON SLOPE PLACE EMITTERS ON UP HILL SIDE OF ROOT BALL.
WHEN EMITTER SCHEDULE CALLS FOR MULTIPLE EMITTERS SPACE EVENLY AROUND ROOT BALL.

LANDSCAPE PLAN



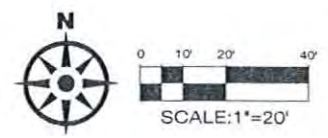
IRRIGATION DRIP EMITTER SCHEDULE

PLANT TYPE	WATER REQUIREMENT *	COMMERCIAL EMITTER SIZE	QTY. PER PLANT
TREES	LOW	1.0 GPH	2
	MEDIUM	2.0 GPH	3
	HIGH	2.0 GPH	5
SHRUBS	VERY LOW	0.5 GPH	1
	LOW	0.5 GPH	2
	MEDIUM	1.0 GPH	2
ORNAMENTAL GRASSES & PERENNIALS	VERY LOW	0.5 GPH	1
	LOW	0.5 GPH	1
	HIGH	1.0 GPH	2

* PER WATER REQUIREMENTS FOR EACH PLANT LISTED IN THE PLANT LIST ON SHEET L1

DRIP EMITTER NOTES:

- INSTALL EMITTERS ON OPPOSING SIDES OF ROOTBALL. SPACE EMITTERS EQUALLY AROUND ROOT BALL.
- EMITTERS ARE TO BE INSTALLED TO BE ABOVE THE SURFACE OF THE SOIL, AT A MINIMUM DISTANCE OF 1" AND A MAXIMUM DISTANCE OF 2" ABOVE SOIL SURFACE.
- FLUSH ALL LINES THOROUGHLY, INCLUDING EMITTER MICRO-TUBING PRIOR TO EMITTER INSTALLATION.
- IF PLANTING ON A 4:1 SLOPE OR STEEPER, INSTALL BOTH EMITTERS ON UP HILL SIDE OF ROOT BALL.
- EMITTERS SHALL BE SELF-FLUSHING, PRESSURE COMPENSATING TYPE UNLESS NOTED OTHERWISE WITHIN TECHNICAL SPECIFICATIONS.
- INSTALL CHECK VALVES WHERE NECESSARY TO PREVENT DRAINAGE OUT OF THE LOWEST EMITTERS.



SMITH LAKE CELL TOWER
Brighton, Colorado


Owner:
SBA Communications Corporation
470 Davidson Road
Pittsburgh, PA 15223

Landscape Plan

Issue Dates

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12-05-17	Client Review
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02-28-18	FINAL

PREPARED UNDER THE SUPERVISION OF

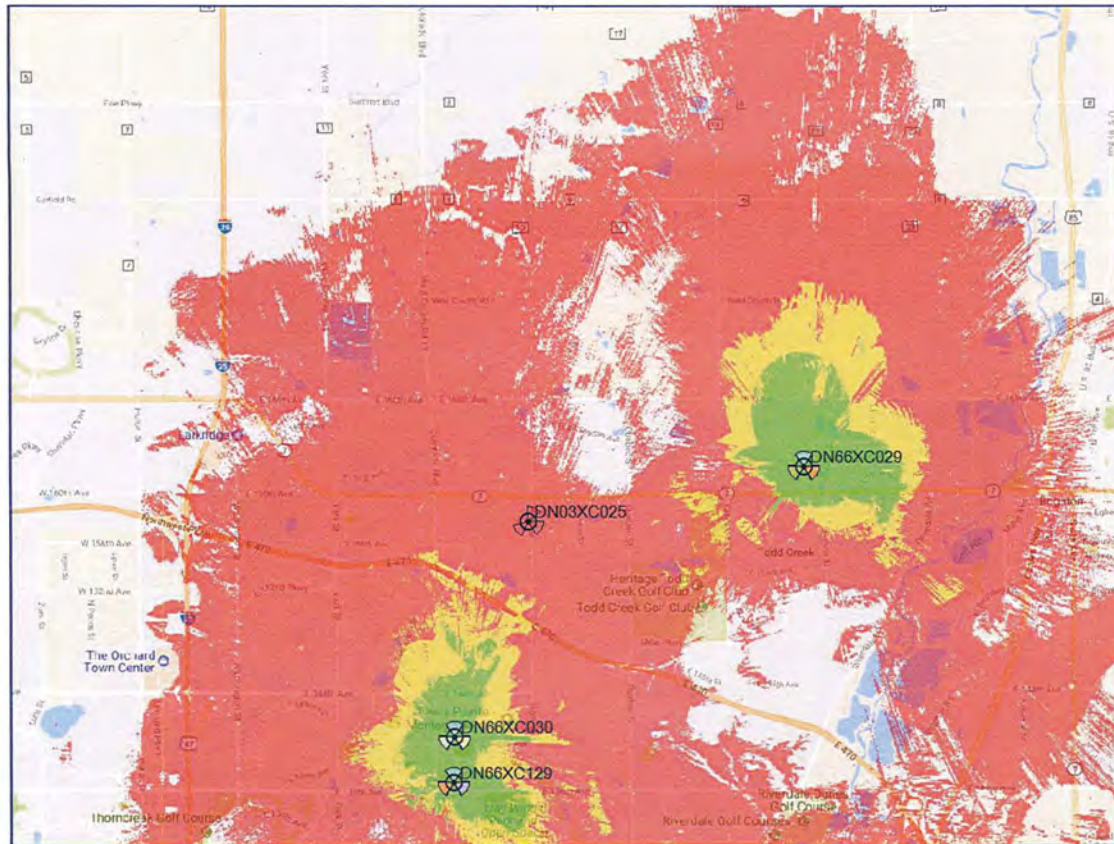


MATTHEW G. CORRIGAN
COLORADO RLA #155

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Coverage Before DN03XC025



Legend

Signal Coverage Level

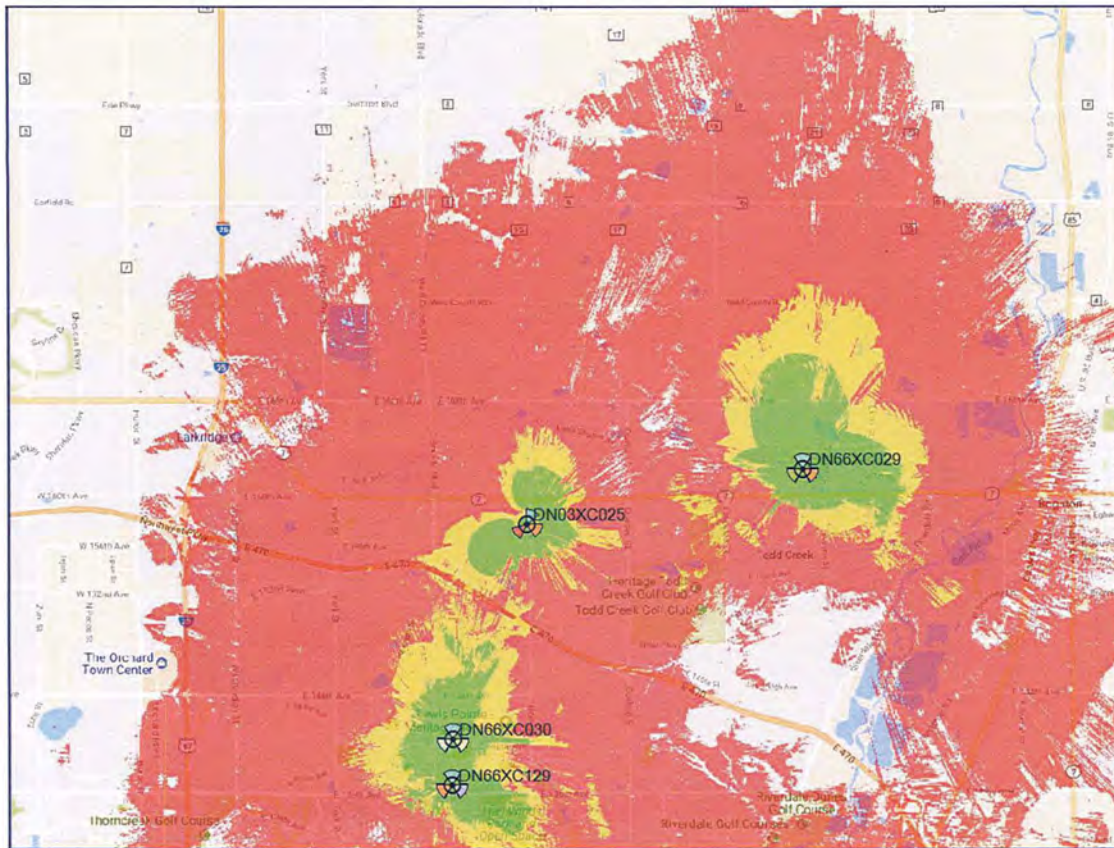
- Excellent
- Good
- Poor

#MoveForward

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Version Date: 10/23/15

Coverage After DN03XC025



Legend

Signal Coverage Level

- Excellent
- Good
- Poor

#MoveForward

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Version Date: 10/23/15

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

Development Review Team Comments

Date: 7/13/2017

Project Number: RCU2017-00029

Project Name: Sprint Nextel - Holly Tower

Note to Applicant:

The following review comments and information from the Development Review Team is based on the information you submitted for the conditional use permit application. The Development Review Team review comments require a resubmittal of information to our departments. Please contact the case manager if you have any questions:

Commenting Division: Building Review

Name of Reviewer: Justin Blair

Date: 06/27/2017

Email: jblair@adcogov.org

No Comment

Commenting Division: Engineering Review

Name of Reviewer: Greg Labrie

Date: 06/28/2017

Email: glabrie@adcogov.org

Complete

ENG01: This is an existing site. All required engineering permits were issued for the specific land use. Development Engineering has no comments.

Commenting Division: Environmental Analyst Review

Name of Reviewer: Jen Rutter

Date: 06/30/2017

Email: jrutter@adcogov.org

No Comment

Commenting Division: Parks Review

Name of Reviewer: Aaron Clark

Date: 06/28/2017

Email: aclark@adcogov.org

No Comment

Commenting Division: Planner Review

Name of Reviewer: Greg Barnes

Date: 07/12/2017

Email: gjbarnes@adcogov.org

Resubmittal Required

PLN01: PREVIOUS APPROVAL INFO - The original approval for the telecommunications tower occurred on March 17, 1997. The tower was renewed for approval on May 01, 2002 and again on August 08, 2007. This application is to extend the conditional approval for the telecommunications tower in the A-3 zone district.

PLN02: PROPERTY INFORMATION - The subject property at 15801 Holly Street is zoned Agricultural-3. The lot is 1 acre in area. The property was created on May 01, 1972, and therefore is considered a legally nonconforming lot based on lot size.

PLN03: PERFORMANCE STANDARDS - Section 4-09-02-07 of the Adams County Development Standards and Regulations addresses performance standards for commercial telecommunications towers. Based on the requirements of this Section, there are four primary concerns that will need to be addressed:

- a. landscaping is required for the site. I would recommend a landscaping buffer along the property's street frontage to maximize the screening. One tree and two shrubs for every 40 linear feet is consistent with the County's landscaping regulations.
- b. Screen fencing is required. Please provide a wooden or masonry fence design.
- c. Please provide coverage maps that indicate the level of service with and without the tower.
- d. two performance bonds are required: one for the cost of removing the tower; and the 2nd for landscaping. If bonds have been provided in the past, please provide information that may help us track it. At this time, I do not believe these bonds were properly collected.

PLN04: RESUBMITTAL REQUIRED - With your resubmittal package, please provide:

- a. landscape plan of entire 1-acre property boundary, with a plant schedule.
- b. Structure setbacks from all property lines.
- c. Fence detail drawing
- d. Estimates for us to review regarding the required bonds.

Commenting Division: ROW Review

Name of Reviewer: Marissa Hillje

Date: 06/30/2017

Email: mhillje@adcogov.org

Resubmittal Required

ROW01: Right-of-way Dedication: Holly is classified as a Major Arterial Road per the 2012 Adams County Master Transportation Plan. Since the existing half right-of-way width 30 feet, this would require a dedication of an additional 40 feet.

Greg Barnes

From: Loeffler - CDOT, Steven [steven.loeffler@state.co.us]
Sent: Wednesday, July 12, 2017 6:55 AM
To: Greg Barnes
Subject: RCU2017-00029, Sprint Nextel - Holly Tower

Greg,

I have reviewed the referral named above for renewal of a conditional use permit to allow an existing telecommunications tower to remain on property located at 15801 Holly Street and have no objections.

Thank you for the opportunity to review this referral.

Steve Loeffler
Permits Unit



P 303.757.9891 | F 303.757.9886
2000 S Holly Street, Denver, CO 80222
steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org

Greg Barnes

From: Kuster - CDPHE, Kent [kent.kuster@state.co.us]
Sent: Thursday, July 06, 2017 8:39 AM
To: Greg Barnes
Subject: RCU2017-00029

July 6, 2017

Greg Barnes, Planner II

Community and Economic Development Department

4430 South Adams County Parkway, Suite W2000

Brighton, CO 80601-8204

Re: Case No. RCU2017-00029

Dear Mr. Barnes,

The Colorado Department of Public Health and Environment has no comment for Case No. RCU2017-00029 involving the renewal of a conditional use permit to allow an existing telecommunications tower to remain on the property.

Please contact Kent Kuster at [303-692-3662](tel:303-692-3662) with any questions.

Sincerely,

Kent Kuster

Environmental Specialist

Colorado Department of Public Health and Environment

--

Kent Kuster

Environmental Protection Specialist

Colorado Department of Public Health and Environment

4300 Cherry Creek Drive South

Denver, CO 80246-1530

303-692-3662 | kent.kuster@state.co.us

Greg Barnes

From: Gosselin, Steve [SGosselin@northmetrofire.org]
Sent: Wednesday, June 21, 2017 2:52 PM
To: Greg Barnes
Subject: RE: For Review: Sprint Nextel - Holly Tower (RCU2017-00029)
Attachments: RFC.PDF

Dear Mr. Barnes,


Thank you for the opportunity to review. At this time, the Fire District has no objection to the renewal of the conditional use permit for the existing telecommunications tower to remain at 15801 Holly Street in unincorporated Adams County, Colorado. Should further development be proposed for the site in the future, the Fire District anticipates the opportunity to review and issue comments on such proposals.

Have a great day!

Steven Gosselin
Division Chief - Fire Prevention
North Metro Fire Rescue District
101 Spader Way
Broomfield, CO 80020
Phone: (303) 252-3540
Fax: (720) 887-8336
E-mail: sgosselin@northmetrofire.org
Website: www.northmetrofire.org



"Excellence Through Each Individual Act."

 Save a tree. Please consider the environment before printing this e-mail.

From: Greg Barnes [<mailto:GJBarnes@adcogov.org>]
Sent: Wednesday, June 21, 2017 11:07 AM
To: Greg Barnes <GJBarnes@adcogov.org>
Subject: For Review: Sprint Nextel - Holly Tower (RCU2017-00029)

An application for Conditional Use Permit has been received by our office. Your comments on this case would be appreciated. Please see the attached information, and provide comments to me by July 12, 2017.

Thank you!



Greg Barnes
Planner II, *Community and Economic Development*
ADAMS COUNTY, COLORADO
4430 S. Adams County Parkway

1st Floor, Suite W2000A

Brighton, CO 80601-8216

o: 720-523-6853 | gibarnes@adcogov.org

www.adcogov.org

Greg Barnes

From: Kerrie Monti [kmonti@sd27j.net]
Sent: Friday, June 23, 2017 2:16 PM
To: Greg Barnes
Subject: Re: For Review: Sprint Nextel - Holly Tower (RCU2017-00029)

Hello Greg,

The school district has no objection to this case. Thanks, as always, for asking!

Kerrie Monti | Planning Manager

School District 27J | 18551 E 160th Avenue | Brighton, CO 80601
303-655-2984 | Fax 303-655-2805

kmonti@sd27j.net | www.sd27j.org

On Wed, Jun 21, 2017 at 11:07 AM, Greg Barnes <GJBarnes@adcogov.org> wrote:

An application for Conditional Use Permit has been received by our office. Your comments on this case would be appreciated. Please see the attached information, and provide comments to me by July 12, 2017.

Thank you!



Greg Barnes

Planner II, *Community and Economic Development*

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway

1st Floor, Suite W2000A

Brighton, CO 80601-8216

o: 720-523-6853 | gjbarnes@adcogov.org



July 5, 2017

Greg Barnes
Adams County
Community and Economic Development Services
4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601

RE: Sprint Nextel- Holly Tower, RCU2017-00029
TCHD Case No. 4462

Dear Mr. Barnes:

Thank you for the opportunity to review and comment on the Renewal of a Conditional Use Permit for a telecommunications tower located at 15801 Holly Street. Tri-County Health Department (TCHD) staff reviewed the application for compliance with applicable environmental and public health regulations and has no comment.

Please feel free to contact me at 720-200-1580 for any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Vanessa Fiene". The signature is stylized with a large, sweeping loop at the beginning and a long horizontal line extending to the right.

Vanessa Fiene

Environmental Health Specialist IV

CC: Sheila Lynch, Monte Deatrich, TCHD

Greg Barnes

From: Marisa Dale [mdale@UnitedPower.com]
Sent: Thursday, June 22, 2017 2:07 PM
To: Greg Barnes
Subject: RE: For Review: Sprint Nextel - Holly Tower (RCU2017-00029)

Hi Greg,

Thank you for inviting United Power, Inc. to review and comment on this application for Conditional Use Permit.

United Power, Inc. has no objection.

Thank you,
Marisa

Marisa Dale, RWA [Engineering & Rates ROW](#)
500 Cooperative Way, Brighton, CO 80603 | O 303.637.1387 | C 720.334.5282
Schedule: M-Th 7:00-4:30, F 7:00-3:30
Out of the office: June 30, July 14 & 28

Powering Lives, Powering Change, Powering the Future – The Cooperative Way



From: Greg Barnes [<mailto:GJBarnes@adcogov.org>]
Sent: Wednesday, June 21, 2017 11:07 AM
To: Greg Barnes
Subject: For Review: Sprint Nextel - Holly Tower (RCU2017-00029)

An application for Conditional Use Permit has been received by our office. Your comments on this case would be appreciated. Please see the attached information, and provide comments to me by July 12, 2017.

Thank you!



Greg Barnes
Planner II, *Community and Economic Development*
ADAMS COUNTY, COLORADO
4430 S. Adams County Parkway
1st Floor, Suite W2000A
Brighton, CO 80601-8216
o: 720-523-6853 | gjbarnes@adcogov.org
www.adcogov.org



Right of Way & Permits
1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

July 10, 2017

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Greg Barnes

Re: Sprint Nextel – Holly Tower, Case # RCU2017-00029

Public Service Company of Colorado's Right of Way & Permits Referral Desk has reviewed the renewal of the conditional use permit for **Sprint Nextel – Holly Tower** and has **no apparent conflict**.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado

Greg Barnes

From: Mark Stonehocker [markstonehocker@gmail.com]
Sent: Monday, July 09, 2018 4:17 PM
To: Greg Barnes
Cc: linda@martyfarms.com; jake@virtuallsitewalk.com
Subject: Re: Case Number: RCU2017-00029 SBA Cellular Facility Renewal - Brighton Farms
Attachments: image003.jpg

Yes, the members of Brighton Farm agree to allowing another 10 years of conditional use of the tower. We support pursuing this conditional use with Adams County.

Thanks
Mark

On Sun, Jul 8, 2018 at 6:17 PM Greg Barnes <GJBarnes@adcogov.org> wrote:

Thanks, Linda & Mark! Ultimately, I'd just like confirmation that you (as the owner) is aware of the application for conditional use permit to allow the tower to remain for another 10 years. It sounds like (from your e-mail) that you are. Is that correct?

From: Linda Marty [mailto:linda@martyfarms.com]
Sent: Sunday, July 08, 2018 6:14 PM
To: Greg Barnes; 'Jacob Hamilton'; markstonehocker@gmail.com
Subject: RE: Case Number: RCU2017-00029 SBA Cellular Facility Renewal - Brighton Farms

Hi Greg,

I am deferring this project to my brother, Mark Stonehocker, who has been in correspondence with SBA Communications. I have included him in this email and he will be in contact with you. Please let me know of any questions or concerns.

Regards,

Linda

Linda Marty | 303.324.5714 | linda@martyfarms.com

Community & Economic
Development Department
Development Services Division
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Request for Comments

Case Name: Sprint Nextel - Holly Tower
Case Number: RCU2017-00029

June 21, 2017

The Adams County Planning Commission is requesting comments on the following request: **Renewal of a conditional use permit to allow an existing telecommunications tower to remain on the property.**

This request is located at 15801 HOLLY ST
The Assessor's Parcel Number is 0157107000015

Applicant Information: SBA 2012 TC ASSETS LLC
MARY GRAYDON
8051 CONGRESS AVE
BOCA RATON, FL

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A, Brighton, CO 80601-8216; or call (720) 523-6800 by 07/12/2017 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Greg Barnes
Case Manager

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

Community & Economic
Development Department
Development Services Division
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Public Hearing Notification

Case Name: Sprint Nextel - Holly Tower
Case Number: RCU2017-00029

Planning Commission Hearing Date: 07/26/2018 at 6:00 p.m.
Board of County Commissioners Hearing Date: 08/21/2018 at 9:30 a.m.

July 10, 2018

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request: **renewal of a conditional use permit to allow an existing telecommunications tower to remain on the property.**

The proposed use will be commercial. This request is located at 15801 Holly Street. on 1 acre of land. The Assessor's Parcel Number is 0157107000015. The legal description of the property is *SECT, TWN, RNG: 7-1-67 DESC: BEG AT E4 COR SEC 7 TH N ALG E LN 1127/76 FT TO TRUE POB TH CONT N 200/74 FT TH W 247 FT TH S 200/74 FT TH E 247 FT TO TRUE POB EXC E 30 FT 1/14A.*

Applicant Information: SBA 2012 TC ASSETS LLC
MARY GRAYDON
8051 CONGRESS AVE
BOCA RATON, FL

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601-8216. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at (720) 523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date.

For further information regarding this case, please contact the Community and Economic Development Department, 4430 S. Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Greg Barnes
Case Manager

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

PUBLICATION REQUEST

Case Name: Sprint Nextel - Holly Tower
Case Number: RCU2017-00029

Planning Commission Hearing Date: 07/26/2018 at 6:00 p.m.
Board of County Commissioners Hearing Date: 08/21/2018 at 9:30 a.m.

Request: Renewal of a conditional use permit to allow an existing telecommunications tower to remain on the property.

Location: 15801 HOLLY ST
Parcel Number: 0157107000015

Case Manager: Greg Barnes
Case Technician: Shayla Christenson

Applicant: SBA 2012 TC ASSETS LLC
MARY GRAYDON
8051 CONGRESS AVE
BOCA RATON, FL

Owner: BRIGHTON FARM LLC
15600 HOLLY ST
BRIGHTON, CO 806027911

Legal Description: SECT,TWN,RNG:7-1-67 DESC: BEG AT E4 COR SEC 7 TH N ALG E LN 1127/76 FT TO TRUE POB TH CONT N 200/74 FT TH W 247 FT TH S 200/74 FT TH E 247 FT TO TRUE POB EXC E 30 FT 1/14A



Referral Listing
Case Number RCU2017-00029
Sprint Nextel - Holly Tower

Agency

Contact Information

Adams County Development Services - Building

Justin Blair
4430 S Adams County Pkwy
Brighton CO 80601
720-523-6825
JBlair@adcogov.org

BRIGHTON SCHOOL DISTRICT 27J

Kerrie Monti
18551 E. 160TH AVE.
BRIGHTON CO 80601
303-655-2984
kmonti@sd27j.org

CDPHE - AIR QUALITY

Paul Lee
4300 CHERRY CREEK DRIVE SOUTH
DENVER CO 80246-1530
303-692-3127
paul.lee@state.co.us

CDPHE - WATER QUALITY PROTECTION SECT

Patrick Pfaltzgraff
4300 CHERRY CREEK DRIVE SOUTH
WQCD-B2
DENVER CO 80246-1530
303-692-3509
patrick.j.pfaltzgraff@state.co.us

CDPHE SOLID WASTE UNIT

Andy Todd
4300 CHERRY CREEK DR SOUTH
HMWMD-CP-B2
DENVER CO 80246-1530
303.691.4049
Andrew.Todd@state.co.us

Century Link, Inc

Brandyn Wiedrich
5325 Zuni St, Rm 728
Denver CO 80221
720-578-3724 720-245-0029
brandyn.wiedrich@centurylink.com

Code Compliance Supervisor

Eric Guenther
eguenther@adcogov.org
720-523-6856
eguenther@adcogov.org

COLORADO DEPT OF TRANSPORTATION

Steve Loeffler
2000 S. Holly St.
Region 1
Denver CO 80222
303-757-9891
steven.loeffler@state.co.us

Agency

Contact Information

COLORADO DIVISION OF WILDLIFE

Eliza Hunholz
Northeast Regional Engineer
6060 BROADWAY
DENVER CO 80216-1000
303-291-7454
eliza.hunholz@state.co.us

COLORADO DIVISION OF WILDLIFE

JOSEPH PADIA
6060 BROADWAY
DENVER CO 80216
303-291-7132
joe.padia@state.co.us

COMCAST

JOE LOWE
8490 N UMITILLA ST
FEDERAL HEIGHTS CO 80260
303-603-5039
thomas_lowe@cable.comcast.com

COUNTY ATTORNEY- Email

Christine Francescani
CFrancescani@adcogov.org
6884

Engineering Department - ROW

Transportation Department
PWE - ROW
303.453.8787

Engineering Division

Transportation Department
PWE
6875

ENVIRONMENTAL ANALYST

Jen Rutter
PLN
6841

NORTH METRO FIRE DISTRICT

Steve Gosselin
101 Lamar Street
Broomfield CO 80020
(303) 452-9910
sgosselin@northmetrofire.org

NS - Code Compliance

Augusta Allen
720.523.6206

Parks and Open Space Department

Nathan Mosley
mpedrucci@adcogov.org
aclark@adcogov.org
(303) 637-8000
nmosley@adcogov.org

REGIONAL TRANSPORTATION DIST.

CHRIS QUINN
1560 BROADWAY SUITE 700
DENVER CO 80202
303-299-2439
chris.quinn@rtd-denver.com

Agency

Contact Information

SHERIFF'S OFFICE: SO-HQ

MICHAEL McINTOSH
nblair@adcogov.org, aoverton@adcogov.org; mkaiser@adcogov.org
snielson@adcogov.org
(303) 654-1850
aoverton@adcogov.org; mkaiser@adcogov.org; snielson@adcogov.org

Sheriff's Office: SO-SUB

SCOTT MILLER
TFuller@adcogov.org, smiller@adcogov.org
aoverton@adcogov.org; mkaiser@adcogov.org
720-322-1115
smiller@adcogov.org

TRI-COUNTY HEALTH DEPARTMENT

MONTE DEATRICH
4201 E. 72ND AVENUE SUITE D
COMMERCE CITY CO 80022
(303) 288-6816
mdeatrich@tchd.org

TRI-COUNTY HEALTH DEPARTMENT

Sheila Lynch
6162 S WILLOW DR, SUITE 100
GREENWOOD VILLAGE CO 80111
720-200-1571
landuse@tchd.org

Tri-County Health: Mail CHECK to Sheila Lynch

Tri-County Health
landuse@tchd.org
.

United Power, Inc

Marisa Dale
PO Box 929
500 Cooperative Way
Brighton CO 80601
303-637-1387 720-334-5282
mdale@UnitedPower.com

Xcel Energy

Donna George
1123 W 3rd Ave
DENVER CO 80223
303-571-3306
Donna.L.George@xcelenergy.com

6.5 Public Mailing Lists

CURRENT RESIDENT
15681 HOLLY ST
BRIGHTON CO 80602-7910

CURRENT RESIDENT
15600 HOLLY ST
BRIGHTON CO 80602-7911

BRIGHTON FARM LLC
15600 HOLLY ST
BRIGHTON CO 80602-7911

STONEHOCKER WALTER AND
STONEHOCKER ROSEWITHA M
15600 HOLLY ST
BRIGHTON CO 80602-7911

CERTIFICATE OF POSTING



I, J. Gregory Barnes do hereby certify that I posted the property at 15801 Holly Street on July 13, 2018 in accordance with the requirements of the Adams County Development Standards and Regulations.

J. Gregory Barnes

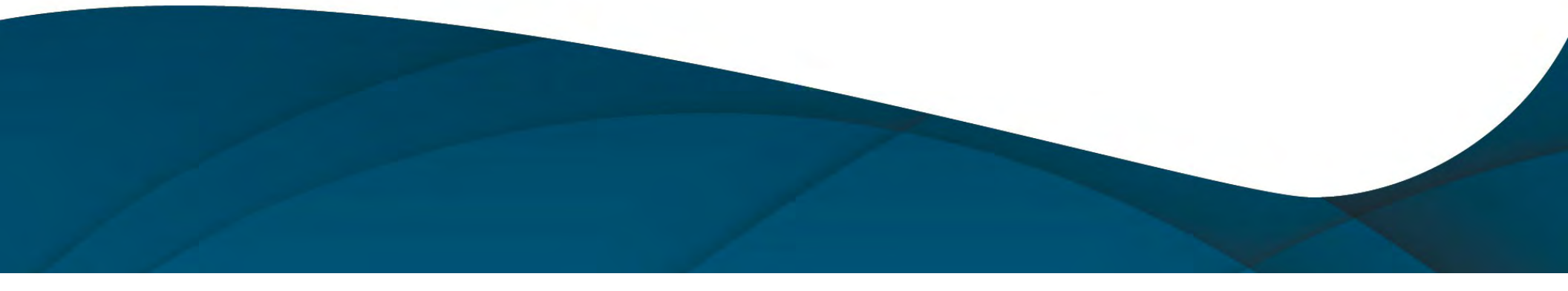
Sprint Nextel Holly

RCU2017-00029

15801 Holly Street

August 21, 2018

Board of County Commissioners Public Hearing
Community and Economic Development Department
Case Manager: Greg Barnes



Request

Renewal of a conditional use permit for an existing commercial telecommunications tower in the Agricultural-3 (A-3) zone district.



Highway 7

Site

Holly Street

Holly St

E 181st Ave

E 180th Pl

AERIAL MAP



A-3

R-E

A-3

Thornton

Site

A-3

Holly St

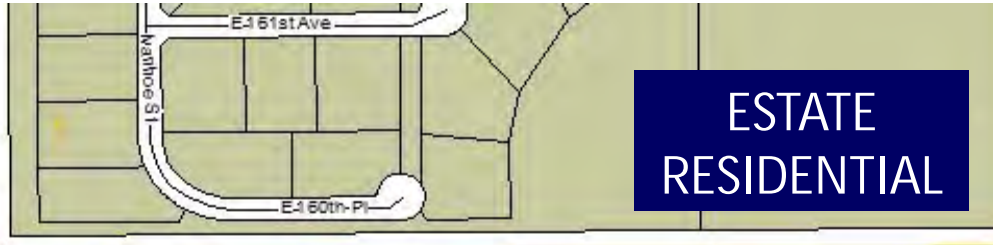
RE

ZONING
MAP

PUBLIC

**URBAN
RESIDENTIAL**

**ESTATE
RESIDENTIAL**



Site



**MIXED-USE
NEIGHBORHOOD**

Holly St

AGRICULTURE

THORNTON

FUTURE LAND USE MAP

Criteria for Conditional Use

Section 2-02-08-06

1. Permitted in zone district
2. Consistent with regulations
3. Comply with performance standards
4. Harmonious & compatible
5. Addressed all off-site impacts
6. Site suitable for use
7. Site plan adequate for use
8. Adequate services



Holly Street

Tower Location

Holly St

**AERIAL
MAP**

A-3 ZONING STANDARDS

- Maximum height
- 35' non-agricultural
- 70' agricultural

HEIGHT WAIVER REQUESTED

TOWER ELEVATION

93'
HEIGHT

6'
WOODEN
FENCE

EXISTING CABLE BRIDGE.

PROPOSED 3'-0" WIDE WOODEN ACCESS DOOR.

PROPOSED 6'-0" HIGH WOODEN FENCE ENCLOSURE.

PROPOSED LANDSCAPING; SEE SHEETS L-1 AND L-2.

TOP OF EXISTING MONOPOLE

90.00 A.G.L.

CENTER OF EXISTING PANEL ANTENNAS.

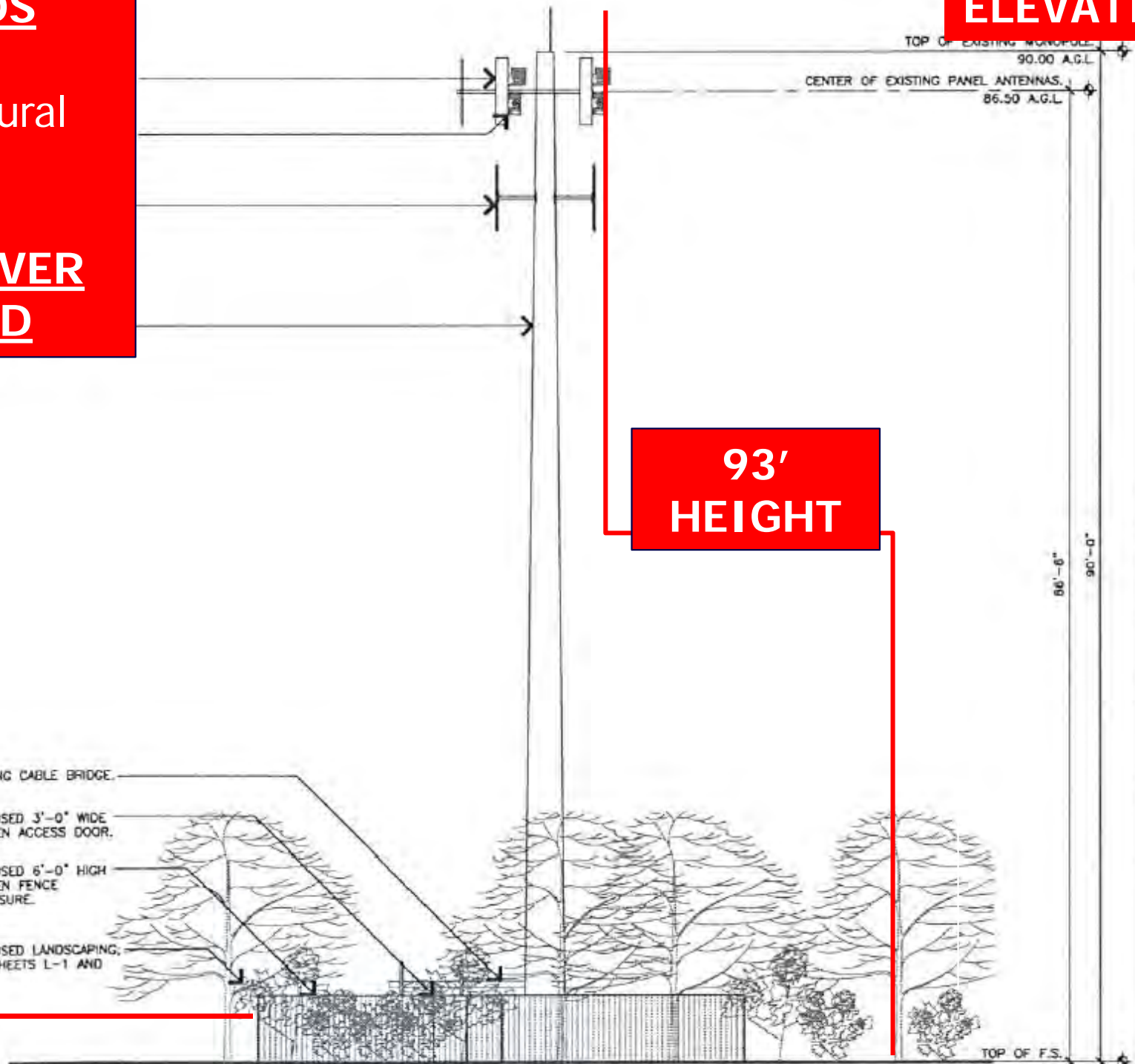
86.50 A.G.L.

66'-0"

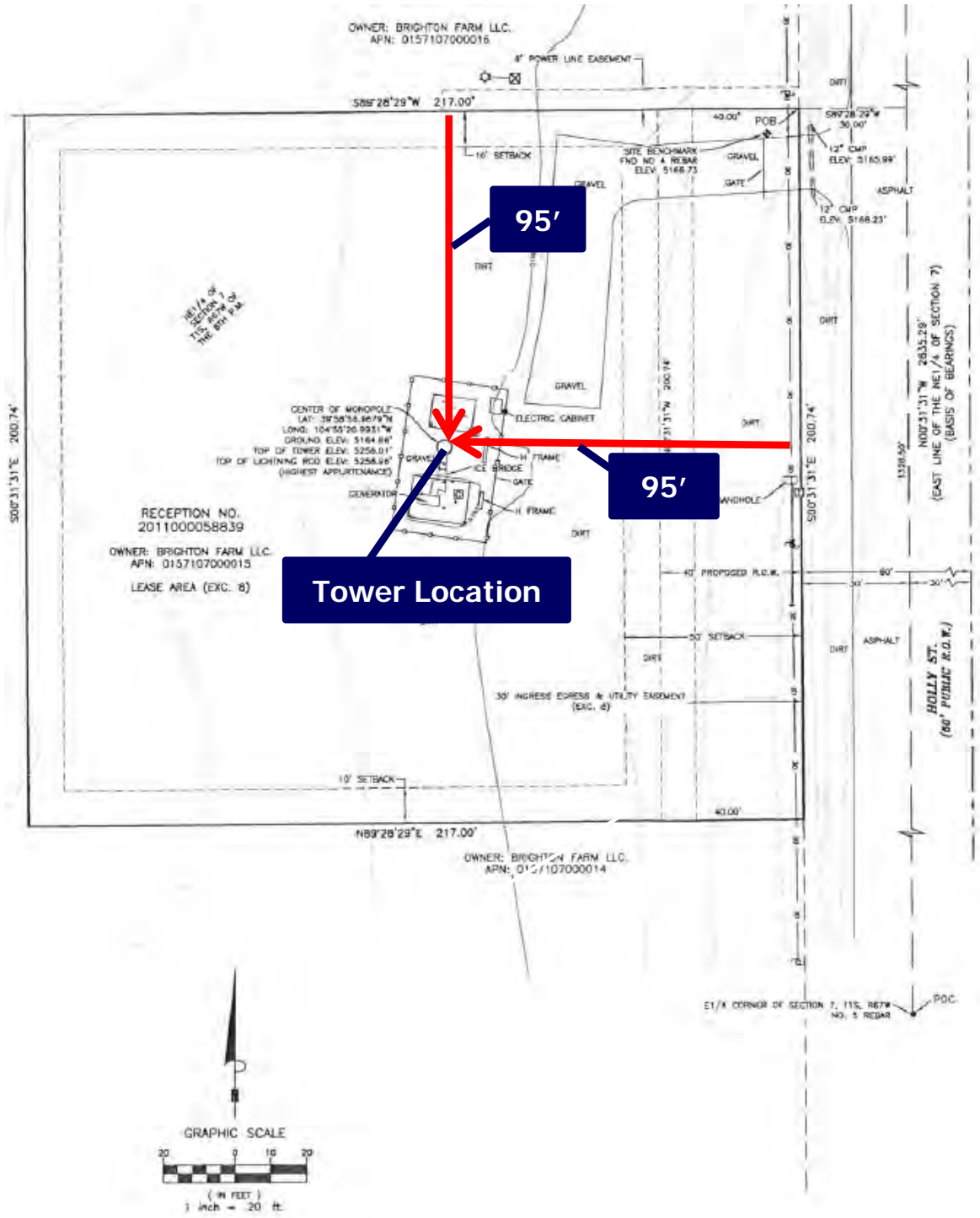
90'-0"

TOP OF F.S.

0.00 A.G.L.



SITE PLAN



Tower Location

95'

95'

REMAINDER OF SECTION 7, 11S, R67W, THE 6TH P.M.

RECEPTION NO. 2011000058839
OWNER: BRIGHTON FARM LLC, APN: 0157107000015
LEASE AREA (EXC. B)

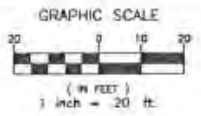
OWNER: BRIGHTON FARM LLC, APN: 0157107000015

OWNER: BRIGHTON FARM LLC, APN: 0157107000014

1326.09' N00°31'31"W 200.74' (EAST LINE OF THE NE 1/4 OF SECTION 7)

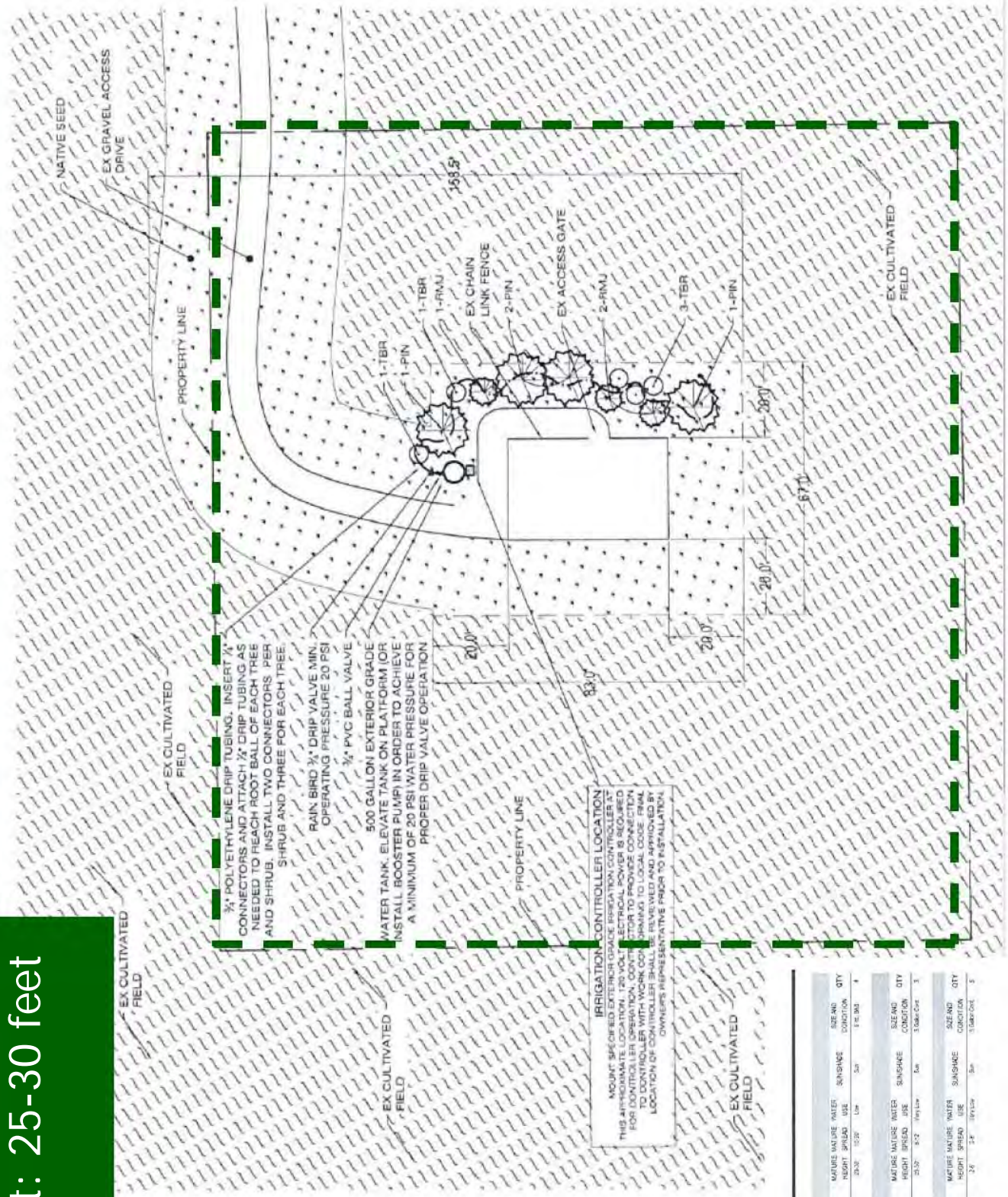
HOLLY ST. (60' PUBLIC R.O.W.)

E 1/4 CORNER OF SECTION 7, 11S, R67W NO. 5 REBAR P.O.C.



LANDSCAPE PLAN

- 4 Piñon Pine
- Ultimate height: 25-30 feet
- 9 shrubs



LANDSCAPE PLANT LIST

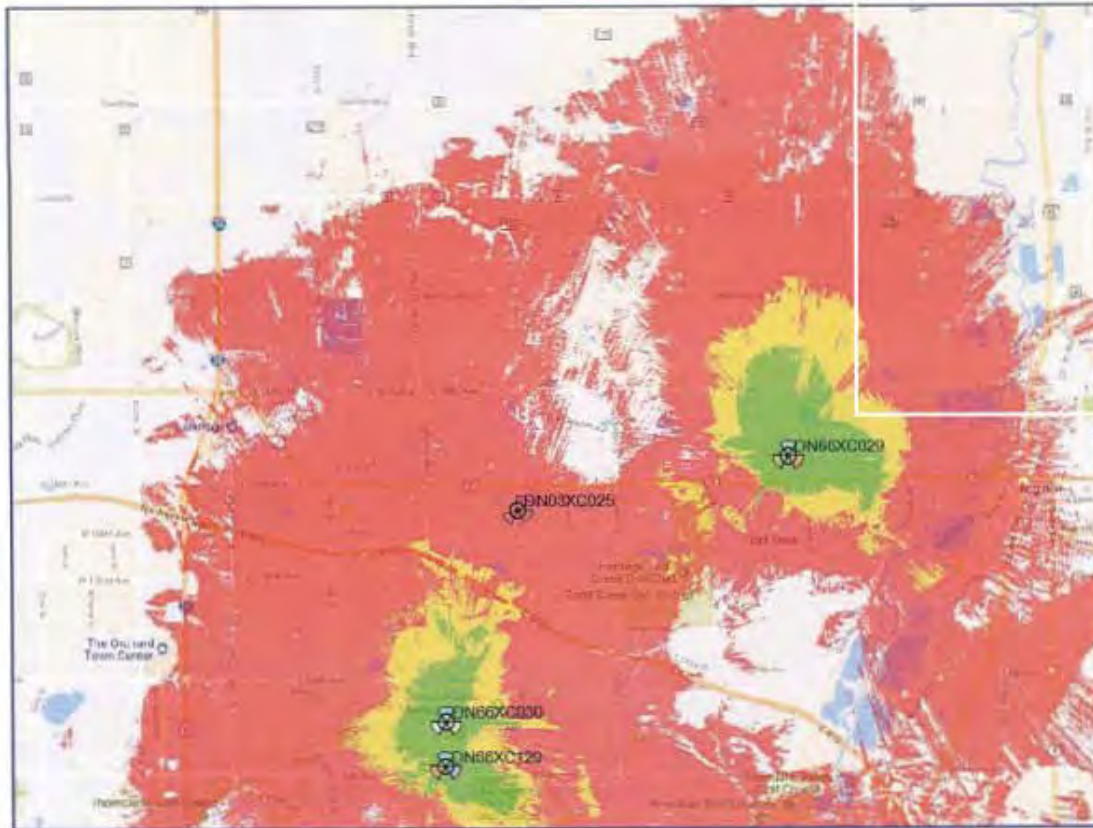
SYMBOL	COMMON NAME	BOTANICAL NAME	MATURE MAJURE HEIGHT	WATER USE	SUNSHADE	SIZE AND CONDITION	QTY
PN	PIÑON PINE	Pinus edulis	25-30'	Low	Full	1.5' x 1.5'	4
SHRUB	COMMON NAME	BOTANICAL NAME	MATURE MAJURE HEIGHT	WATER USE <td>SUNSHADE <td>SIZE AND CONDITION <td>QTY</td> </td></td>	SUNSHADE <td>SIZE AND CONDITION <td>QTY</td> </td>	SIZE AND CONDITION <td>QTY</td>	QTY
SHRUB	ROCKY MOUNTAIN SAGE	Artemisia tridentata	25-30'	Low	Full	3.0' x 3.0'	3
SHRUB	COMMON NAME	BOTANICAL NAME	MATURE MAJURE HEIGHT	WATER USE <td>SUNSHADE <td>SIZE AND CONDITION <td>QTY</td> </td></td>	SUNSHADE <td>SIZE AND CONDITION <td>QTY</td> </td>	SIZE AND CONDITION <td>QTY</td>	QTY
SHRUB	YARROW	Thymus serpyllifolius	24"	Low	Full	1.5' x 1.5'	6

NATIVE SEEDING - DRYLAND MIX
 Please Refer to the Native Seed Supplier for more information.
 2024-2025 Season, 1.5' x 1.5' x 1.5'

EXISTING CULTIVATED FIELD

HOLLY STREET

Coverage Before DN03XC025

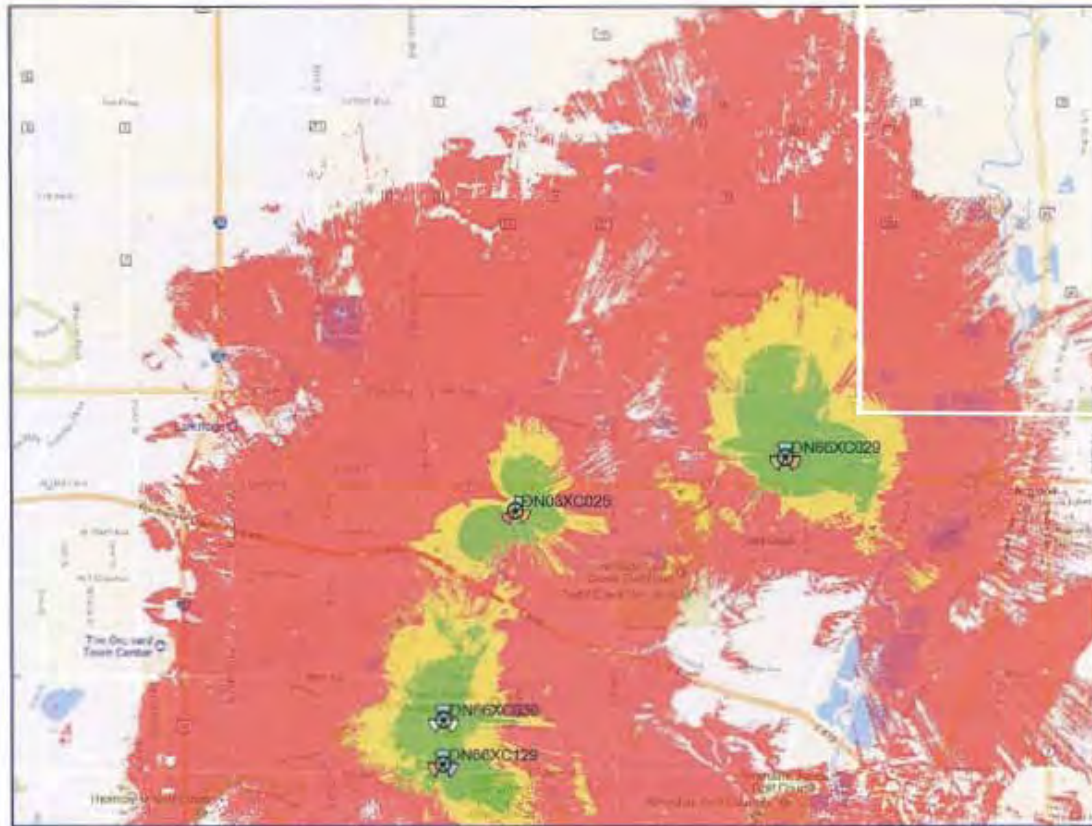


#MoveForward

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Coverage After DN03XC025



Legend
Signal Coverage Level
Excellent
Good
Poor

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Version Date: 10/23/15











Referral Period

Notices sent*	# of Comments Received
4	1

* Property owners and occupants within 750 feet were notified

No Concerns:

CDOT
CDPHE
North Metro Fire
School District 27J
Tri-County Health
United Power
Xcel

Staff Analysis

- Consistent with regulations
- Comply with performance standards
- Harmonious & compatible
- Addressed all off-site impacts

PC Update

RCU2017-00029 – Sprint Nextel Holly

Case heard on July 26, 2018

No one testified at hearing

Approval of conditional use permit with 8 Findings-of-Fact
and 6 Conditions

Recommended Conditions

1. Any telecommunications facility that ceases to be in operation for a consecutive period of six months or more shall be removed from the site within 90 days of the end of such period of non-use.
2. The conditional use permit shall expire on August 21, 2028.
3. The height of the freestanding telecommunications tower shall not exceed 93 feet.
4. The tower shall provide co-location opportunities for other telecommunication tower providers.
5. A 6-8 foot tall wooden screen fence shall be installed along the perimeter of the lease area for the telecommunication tower.
6. All landscaping shall be installed as shown on the landscape plan provided with this conditional use permit.