



**Board of County Commissioners**

**Eva J. Henry - District #1**  
**Charles "Chaz" Tedesco - District #2**  
**Erik Hansen - District #3**  
**Steve O'Doriso - 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**  
**March 7, 2017**  
**9:30 AM**

**1. ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. MOTION TO APPROVE AGENDA**

**4. AWARDS AND PRESENTATIONS**

- A.** Society of Women Engineers Integrity Award for Male Supporter of the Year

**5. PUBLIC COMMENT**

**A. Citizen Communication**

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

**B. Elected Officials' Communication**

**6. CONSENT CALENDAR**

- A.** List of Expenditures Under the Dates of February 13-17, 2017
- B.** List of Expenditures Under the Dates of February 20-24, 2017
- C.** Minutes of the Commissioners' Proceedings from February 21, 2017
- D.** Resolution Approving Colorado Preschool Program Contract 2016-2017 between Adams County Head Start and Adams 14 Schools

- E.** Resolution Authorizing Cancellation of Personal Property Taxes per C.R.S. §39-10-114(2)(a)
- F.** Resolution Approving a Memorandum of Understanding between Adams County and Bison Oil & Gas, LLC
- G.** Resolution Approving Amendment to Year Two of Five Continuation Grant for Head Start
- H.** Resolution Approving Consent to Assignment and Assignment of Land Lease from Richard W. Norloff to HB1, LLC
- I.** Resolution Approving Consent to Assignment and Assignment of Lease with Robert E. Sneed to Robert E. and Anne T. Sneed, Trustees of the Robert E. Sneed Trust, Dated September 28, 1970
- J.** Resolution Approving Consent to Assignment and Assignment of Lease Dated September 14, 2005, from Richard W. Norloff to HB2, LLC
- K.** Resolution Approving Quit Claim Deed from Adams County to the Department of Transportation, State of Colorado, for Right-of-Way Purposes
- L.** Resolution Approving a Right-of-Way Agreement between Adams County and West Spanish Congregation of Jehovah's Witnesses for Dedication of Road Right-of-Way for West 56th Avenue
- M.** Resolution Authorizing the Appointment of the Deputy County Manager as the Person Responsible for the Certification of the County's Municipal Separate Storm Sewer System (MS4) Permit
- N.** Resolution Approving Revised Stormwater Utility Policy Manual
- O.** Resolution Appointing Raymond Gonzales to the Adams County Retirement Board
- P.** Resolution Appointing Shannon Bird as a Member of the Adams County Housing Authority
- Q.** Resolution Appointing Jen Rutter as a Member of the Local Emergency Planning Committee

**7. NEW BUSINESS**

**A. COUNTY MANAGER**

- 1.** Resolution Awarding an Agreement to the Denver Indian Family Resource Center for Cultural Awareness and Sensitivity Training Services
- 2.** Resolution Approving Amendment Number Two to an Agreement between Adams County and Allied Barton Security Services for County Wide Security Services
- 3.** Resolution Approving Change Order Number Two to the Agreement between Adams County and Quantum Water Consulting for Additional Scope of Work Services for the Economic Development Department

**B. COUNTY ATTORNEY**

**8. ADJOURNMENT**

**AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE**

**County of Adams**  
**Net Warrant by Fund Summary**

<b>Fund Number</b>	<b>Fund Description</b>	<b>Amount</b>
1	General Fund	605,533.76
4	Capital Facilities Fund	869,085.19
5	Golf Course Enterprise Fund	13,928.70
6	Equipment Service Fund	73,780.70
13	Road & Bridge Fund	76,951.46
19	Insurance Fund	35,387.45
25	Waste Management Fund	21,617.05
27	Open Space Projects Fund	18,984.84
31	Head Start Fund	8,170.65
34	Comm Services Blk Grant Fund	8,024.69
35	Workforce & Business Center	139.50
43	Front Range Airport	6,760.37
44	Water and Wastewater Fund	1,054.62
		<u>1,739,418.98</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>
00705303	334777	ALLEN DEBRA JEAN	02/13/17	228.00
00705307	422469	HUNT AMANDA	02/13/17	144.45
00705310	139459	PINOCCHIOS	02/13/17	12,267.75
00705313	573375	ROCKY MTN SOCIETY OF AVICULTUR	02/13/17	100.00
00705320	13822	XCEL ENERGY	02/13/17	2,145.14
00705321	13822	XCEL ENERGY	02/13/17	498.81
00705322	13822	XCEL ENERGY	02/13/17	854.38
00705323	13822	XCEL ENERGY	02/13/17	956.23
00705326	72554	AAA PEST PROS	02/13/17	1,915.00
00705327	45983	AGREN BLANDO COURT REPORTING	02/13/17	675.12
00705330	268785	CDLE DIVISION OF OIL & PUBLIC	02/13/17	75.00
00705332	573438	CONVERSKETCH LLC	02/13/17	2,500.00
00705335	562184	DOUBLE R EXCAVATING INC	02/13/17	6,975.00
00705336	128693	DREXEL BARRELL & CO	02/13/17	1,128.75
00705342	96040	KAISER PERMANENTE COLO	02/13/17	71.76
00705343	444338	KING JOHN	02/13/17	30,000.00
00705345	99101	MESA COUNTY SHERIFF'S OFFICE	02/13/17	42.50
00705346	4863	METROWEST NEWSPAPERS	02/13/17	165.76
00705347	73963	PERKINS COIE LLP	02/13/17	2,153.00
00705349	42389	SIMPLEXGRINNELL	02/13/17	891.30
00705350	52553	SWEEPSTAKES UNLIMITED	02/13/17	30.00
00705353	41127	THYSSENKRUPP ELEVATOR CORP	02/13/17	433.00
00705395	162127	ADAMS 12 TRANSPORTATION	02/14/17	578.61
00705396	334777	ALLEN DEBRA JEAN	02/14/17	136.29
00705397	22492	ALRECO ALUMINUM SURPLUS SUPPLY	02/14/17	983.00
00705398	43146	BRIGHTON CITY OF	02/14/17	100.00
00705399	92371	BURLINGTON DITCH RESERVOIR AND	02/14/17	300.00
00705400	241207	CLIFTONLARSONALLEN LLP	02/14/17	27,000.00
00705401	13245	COLO AGRICULTURAL DITCH CO	02/14/17	260.00
00705403	105110	CULLIGAN	02/14/17	129.50
00705404	573413	D' EPAGNIER ANN	02/14/17	70.08
00705405	278407	DEEP ROCK WATER	02/14/17	68.10
00705407	473351	GOLDMAN ROBBINS NICHOLSON & MA	02/14/17	6,722.59
00705408	26333	GRAF TREVOR G	02/14/17	97.37
00705412	13635	LOWER CLEAR CREEK DITCH	02/14/17	6,075.00
00705414	13774	NORTH PECOS WATER & SANITATION	02/14/17	146.06

## 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>
00705416	2284	SENIOR HUB THE	02/14/17	20.00
00705417	572369	TEMPLE DISPLAY LTD	02/14/17	2,136.00
00705421	20730	UNITED STATES POSTAL SERVICE	02/14/17	121.02
00705422	196791	WELLINGTON RESERVOIR COMPANY	02/14/17	480.00
00705423	13822	XCEL ENERGY	02/14/17	222.33
00705424	13822	XCEL ENERGY	02/14/17	10.87
00705425	13822	XCEL ENERGY	02/14/17	70.76
00705426	13822	XCEL ENERGY	02/14/17	147.55
00705432	422130	ABL MANAGEMENT INC	02/15/17	32,142.99
00705433	91631	ADAMSON POLICE PRODUCTS	02/15/17	1,243.20
00705434	433987	ADCO DISTRICT ATTORNEY'S OFFIC	02/15/17	549.90
00705435	383698	ALLIED BARTON SECURITY SERVICE	02/15/17	14,929.36
00705436	429633	ANDERSON CASSIE	02/15/17	213.47
00705437	426680	ARISING HOPE INTERNATIONAL	02/15/17	250.00
00705438	57143	BROOMFIELD CITY AND COUNTY	02/15/17	170.00
00705439	65970	BUCHANAN SANDY	02/15/17	52.97
00705440	293119	BUZEK, VINCE	02/15/17	65.00
00705441	14222	CHILDRENS OUTREACH PROJECT	02/15/17	90,000.00
00705442	90518	CITRIX SYSTEMS INC	02/15/17	10,500.00
00705445	460842	COLO INFORMATION SHARING CONSO	02/15/17	17,060.18
00705446	25763	CROWLEY COUNTY SHERIFF	02/15/17	14.00
00705447	278407	DEEP ROCK WATER	02/15/17	74.97
00705448	3454	DEPT OF FINANCE	02/15/17	26.00
00705451	463649	GABLEHOUSE GRANBERG LLC	02/15/17	3,416.00
00705452	293118	GARNER, ROSIE	02/15/17	65.00
00705454	293122	HERRERA, AARON	02/15/17	65.00
00705455	298306	HUPFER DETOR LEVON	02/15/17	58.32
00705456	80817	INTERGRAPH CORPORATION	02/15/17	27,225.96
00705457	77611	KD SERVICE GROUP	02/15/17	2,733.89
00705458	16423	LASER TECHNOLOGY INC	02/15/17	8,580.00
00705459	547834	LOPEZ MARCUS	02/15/17	363.00
00705460	51274	MCDONALD YONG HUI V	02/15/17	3,604.50
00705461	35614	MORITZKY TREVOR	02/15/17	21.05
00705462	5026	MOSKO STEW	02/15/17	65.00
00705463	32509	NCS PEARSON INC	02/15/17	1,482.25
00705464	12691	PEARL COUNSELING ASSOCIATES	02/15/17	7,921.12

## 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>
00705465	222140	PETRI BEARD AMY	02/15/17	92.02
00705466	48924	PRO TECH COMPUTER SYSTEMS INC	02/15/17	3,094.00
00705467	163837	PTS OF AMERICA LLC	02/15/17	2,064.00
00705468	430098	REPUBLIC SERVICES #535	02/15/17	1,890.00
00705469	53054	RICHARDSON SHARON	02/15/17	65.00
00705471	339372	ROSS SHIRLEY M	02/15/17	945.00
00705472	335392	SAFETY RESTRAINT CHAIR INC	02/15/17	2,435.00
00705473	385142	THOMPSON GREGORY PAUL	02/15/17	65.00
00705475	37005	TOSHIBA BUSINESS SOLUTIONS	02/15/17	172.20
00705476	469741	TRI TECH SOFTWARE SYSTEMS	02/15/17	165,942.92
00705477	573415	WALLACE ZACKARY	02/15/17	65.00
00705478	20710	WILLIS MARY T	02/15/17	60.20
00705479	523257	COW LOT	02/16/17	175.00
00705480	422130	ABL MANAGEMENT INC	02/16/17	188.87
00705482	766013	ARROWHEAD FORENSICS	02/16/17	204.00
00705483	12514	AVIS RENT A CAR SYSTEM INC	02/16/17	793.78
00705484	3020	BENNETT TOWN OF	02/16/17	92.87
00705485	28303	CENTURA HEALTH	02/16/17	1,200.00
00705486	37266	CENTURY LINK	02/16/17	88.99
00705487	255001	COPYCO QUALITY PRINTING INC	02/16/17	200.00
00705488	255001	COPYCO QUALITY PRINTING INC	02/16/17	35.00
00705489	255001	COPYCO QUALITY PRINTING INC	02/16/17	70.00
00705490	128693	DREXEL BARRELL & CO	02/16/17	13,870.00
00705491	248103	DS WATERS OF AMERICA INC	02/16/17	396.19
00705492	24524	E470 PUBLIC HIGHWAY AUTHORITY	02/16/17	50.25
00705494	79260	IDEXX DISTRIBUTION INC	02/16/17	1,077.02
00705495	198956	INTERVET INC	02/16/17	2,247.50
00705496	40843	LANGUAGE LINE SERVICES	02/16/17	675.68
00705497	42876	LEXISNEXIS RISK SOLUTIONS	02/16/17	97.85
00705499	94481	LONGMONT FORD	02/16/17	720.00
00705501	13591	MWI VETERINARY SUPPLY CO	02/16/17	172.80
00705502	13591	MWI VETERINARY SUPPLY CO	02/16/17	55.29
00705503	13591	MWI VETERINARY SUPPLY CO	02/16/17	672.05
00705504	13591	MWI VETERINARY SUPPLY CO	02/16/17	8.79
00705505	13591	MWI VETERINARY SUPPLY CO	02/16/17	25.37
00705506	13591	MWI VETERINARY SUPPLY CO	02/16/17	284.96

## 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>
00705508	308437	RANDSTAD US LP	02/16/17	772.70
00705509	90872	REEVES COMPANY INC	02/16/17	151.60
00705512	508977	SIGMAN RONALD	02/16/17	244.51
00705513	13932	SOUTH ADAMS WATER & SANITATION	02/16/17	875.35
00705514	13932	SOUTH ADAMS WATER & SANITATION	02/16/17	459.46
00705515	8803293	SPOK INC	02/16/17	743.73
00705516	13949	STRASBURG SANITATION	02/16/17	183.44
00705518	66264	SYSTEMS GROUP	02/16/17	600.00
00705519	41127	THYSSENKRUPP ELEVATOR CORP	02/16/17	6,514.24
00705520	1007	UNITED POWER (UNION REA)	02/16/17	1,707.08
00705521	1007	UNITED POWER (UNION REA)	02/16/17	3,334.71
00705523	13822	XCEL ENERGY	02/16/17	2,458.98
00705524	13822	XCEL ENERGY	02/16/17	9,121.80
00705525	13822	XCEL ENERGY	02/16/17	2,425.52
00705526	46296	ODORISIO STEVEN	02/16/17	435.00
00705527	93203	ADAMS COUNTY EDUCATION CONSORT	02/17/17	21,500.00
00705530	34925	BILL BOOM INC	02/17/17	432.00
00705532	574439	CMI MECHANICAL	02/17/17	178.40
00705533	250958	COHEN MILSTEIN SELLERS & TOLL	02/17/17	1,653.75
00705535	96739	CUMMINS ROCKY MTN	02/17/17	2,722.15
00705536	573672	CURTIS QUINCY	02/17/17	500.00
00705538	338868	ERVIN STACY	02/17/17	11.77
00705540	258970	HAMMOND ERIC	02/17/17	131.61
00705542	215623	JEFFERSON COUNTY TREASURER	02/17/17	4,950.00
00705543	282501	JO MATTOON ASSOCIATES	02/17/17	1,000.00
00705544	430273	LEWIS BETHANY	02/17/17	10.70
00705547	514076	NICHOLS KAYLEIGH	02/17/17	442.98
00705548	573987	PUTMAN IRA EUGENE	02/17/17	65.00
00705549	365736	RACING UNDERGROUND LLC	02/17/17	500.00
00705551	369706	SANDOVAL DANIELLE	02/17/17	191.53
00705552	574438	SANTANA HERNANDEZ JESUS	02/17/17	300.00
00705554	33604	STATE OF COLORADO	02/17/17	64.00
00705556	66264	SYSTEMS GROUP	02/17/17	1,848.00
00705557	41105	TRANE CO ROCKY MNT DISTRICT	02/17/17	4,932.00
00705558	85446	TYCO WESTFIRE	02/17/17	430.00
00705559	44841	UHING CHRISTOPHER	02/17/17	97.37

Net Warrants by Fund Detail

1      **General Fund**

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<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00705580	514150	VALDEZ MONIQUE	02/17/17	31.03
00705581	35877	WEATHERSURE	02/17/17	176.93
00705582	547890	WEIR SUCORA	02/17/17	24.61
<b>Fund Total</b>				<hr/> <b>605,533.76</b>

**County of Adams**  
**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>
00705339	33577	FCI CONSTRUCTORS INC	02/13/17	869,085.19
			<b>Fund Total</b>	<b>869,085.19</b>

## 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>
00705304	12012	ALSCO AMERICAN INDUSTRIAL	02/13/17	155.97
00705305	13404	E & G TERMINAL INC	02/13/17	150.31
00705306	804964	GRAINGER	02/13/17	894.80
00705308	525704	LABOR SOLUTIONS INC	02/13/17	3,739.71
00705311	152295	POTESTIO BROTHER EQUIPMENT	02/13/17	1,039.19
00705312	433906	ROCKY MTN PUP & CONTROLS LLC	02/13/17	200.00
00705314	47140	TORO NSN	02/13/17	229.00
00705315	1007	UNITED POWER (UNION REA)	02/13/17	320.73
00705316	1007	UNITED POWER (UNION REA)	02/13/17	433.56
00705317	1007	UNITED POWER (UNION REA)	02/13/17	476.00
00705318	1007	UNITED POWER (UNION REA)	02/13/17	431.04
00705319	1007	UNITED POWER (UNION REA)	02/13/17	3,222.84
00705324	13822	XCEL ENERGY	02/13/17	925.95
00705325	13822	XCEL ENERGY	02/13/17	1,709.60
<b>Fund Total</b>				<b>13,928.70</b>

## 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>
00705358	535601	WELP VENCIL	02/13/17	490.38
00705394	295403	ABRA AUTO BODY & GLASS	02/14/17	1,386.37
00705409	5117	KOIS BROTHERS EQUIP CO	02/14/17	2,028.00
00705410	332046	KOIS BROTHERS EQUIPMENT CO	02/14/17	59,319.00
00705415	51962	REX OIL COMPANY	02/14/17	7,123.03
00705511	16237	SAM HILL OIL INC	02/16/17	3,433.92
			<b>Fund Total</b>	<b>73,780.70</b>

## Net Warrants by Fund Detail

13

## Road &amp; Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00705329	188721	CARTEGRAPH SYSTEMS INC	02/13/17	33,840.00
00705340	12812	GROUND ENGINEERING CONSULTANTS	02/13/17	842.50
00705481	12012	ALSCO AMERICAN INDUSTRIAL	02/16/17	313.27
00705493	212385	GMCO CORPORATION	02/16/17	534.18
00705498	417525	LONGBROOK TIMOTHY K	02/16/17	1,439.28
00705510	430098	REPUBLIC SERVICES #535	02/16/17	2,814.27
00705517	12021	STURGEON ELECTRIC CO	02/16/17	3,432.50
00705522	158184	UTILITY NOTIFICATION CENTER OF	02/16/17	130.50
00705541	322747	INTERMOUNTAIN RURAL ELECTRIC A	02/17/17	48.93
00705546	13719	MORGAN COUNTY REA	02/17/17	300.58
00705560	1007	UNITED POWER (UNION REA)	02/17/17	69.38
00705561	1007	UNITED POWER (UNION REA)	02/17/17	36.00
00705562	1007	UNITED POWER (UNION REA)	02/17/17	34.00
00705563	1007	UNITED POWER (UNION REA)	02/17/17	196.69
00705564	1007	UNITED POWER (UNION REA)	02/17/17	42.16
00705565	1007	UNITED POWER (UNION REA)	02/17/17	123.99
00705566	1007	UNITED POWER (UNION REA)	02/17/17	230.48
00705567	1007	UNITED POWER (UNION REA)	02/17/17	16.50
00705568	1007	UNITED POWER (UNION REA)	02/17/17	16.50
00705569	1007	UNITED POWER (UNION REA)	02/17/17	16.50
00705570	1007	UNITED POWER (UNION REA)	02/17/17	33.00
00705571	1007	UNITED POWER (UNION REA)	02/17/17	20.33
00705572	1007	UNITED POWER (UNION REA)	02/17/17	88.49
00705573	1007	UNITED POWER (UNION REA)	02/17/17	17.00
00705574	1007	UNITED POWER (UNION REA)	02/17/17	499.58
00705575	1007	UNITED POWER (UNION REA)	02/17/17	49.50
00705576	1007	UNITED POWER (UNION REA)	02/17/17	48.49
00705577	1007	UNITED POWER (UNION REA)	02/17/17	48.49
00705578	1007	UNITED POWER (UNION REA)	02/17/17	23.16
00705579	1007	UNITED POWER (UNION REA)	02/17/17	559.36
00705583	13822	XCEL ENERGY	02/17/17	129.27
00705584	13822	XCEL ENERGY	02/17/17	213.96
00705585	13822	XCEL ENERGY	02/17/17	55.62
00705586	13822	XCEL ENERGY	02/17/17	25,354.32
00705587	13822	XCEL ENERGY	02/17/17	1,248.77
00705588	13822	XCEL ENERGY	02/17/17	205.93

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>
00705589	13822	XCEL ENERGY	02/17/17	3,103.80
00705590	13822	XCEL ENERGY	02/17/17	101.22
00705591	13822	XCEL ENERGY	02/17/17	254.45
00705592	13822	XCEL ENERGY	02/17/17	259.65
00705593	13822	XCEL ENERGY	02/17/17	132.07
00705594	13822	XCEL ENERGY	02/17/17	2.94
00705595	13822	XCEL ENERGY	02/17/17	23.85
<b>Fund Total</b>				<b>76,951.46</b>

## 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>
00705333	13663	DELTA DENTAL PLAN OF COLO	02/13/17	115.37
00705334	13663	DELTA DENTAL PLAN OF COLO	02/13/17	175.97
00705338	574115	ESTATE OF JEANNE PRATT	02/13/17	188.95
00705341	13593	KAISER PERMANENTE	02/13/17	564.71
00705355	37507	UNITED HEALTHCARE	02/13/17	130.18
00705357	11552	VISION SERVICE PLAN-CONNECTICU	02/13/17	1.27
00705359	29098	WHERRY DAVID M	02/13/17	281.00
00705500	174580	MILE HIGH FITNESS	02/16/17	1,440.00
00705507	575072	PEREZ HERNANDEZ ELFIDO	02/16/17	1,600.00
00705531	419839	CAREHERE LLC	02/17/17	30,745.00
00705545	46109	MAJOR ADJUSTING CO	02/17/17	145.00
<b>Fund Total</b>				<b>35,387.45</b>

**County of Adams**  
**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>
00705348	433702	QUANTUM WATER CONSULTING	02/13/17	21,617.05
			<b>Fund Total</b>	<b>21,617.05</b>

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>
00705402	13245	COLO AGRICULTURAL DITCH CO	02/14/17	2,860.00
00705411	435545	LOGAN SIMPSON DESIGN INC	02/14/17	1,525.00
00705413	13635	LOWER CLEAR CREEK DITCH	02/14/17	3,150.00
00705418	1007	UNITED POWER (UNION REA)	02/14/17	47.87
00705419	1007	UNITED POWER (UNION REA)	02/14/17	20.00
00705420	1007	UNITED POWER (UNION REA)	02/14/17	380.22
00705537	237568	DESIGN WORKSHOP	02/17/17	11,001.75
<b>Fund Total</b>				<b>18,984.84</b>

## 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>
00705406	45567	DENVER CHILDREN'S ADVOCACY CTR	02/14/17	7,337.56
00705443	33480	COLO BUREAU OF INVESTIGATION	02/15/17	365.50
00705449	319944	FARSTER NARLESKY PENNY	02/15/17	73.30
00705450	28726	G & K SERVICES	02/15/17	122.98
00705453	537346	HERHOLD MARK	02/15/17	4.28
00705470	290050	RODRIGUEZ JAMIE	02/15/17	92.03
00705474	362358	THRIVE CENTER	02/15/17	175.00
			<b>Fund Total</b>	<b>8,170.65</b>

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>
00705309	56456	LUTHERAN FAMILY SERVICES	02/13/17	2,047.76
00705528	5991	ALMOST HOME INC	02/17/17	862.95
00705539	44825	GROWING HOME INC	02/17/17	5,113.98
<b>Fund Total</b>				<b>8,024.69</b>

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>
00705444	33480	COLO BUREAU OF INVESTIGATION	02/15/17	39.50
00705550	553579	RUBIO-ROJAS MARIA A	02/17/17	100.00
<b>Fund Total</b>				<b>139.50</b>

## Net Warrants by Fund Detail

43Front Range Airport

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00705328	527257	AVIATOR SERVICES GROUP LLC	02/13/17	339.60
00705337	13410	EASTERN SLOPE RURAL TELEPHONE	02/13/17	72.44
00705344	573474	MARSDEN & ASSOCIATES	02/13/17	200.00
00705351	93074	SYSCO DENVER	02/13/17	2,440.11
00705352	66264	SYSTEMS GROUP	02/13/17	1,800.00
00705354	41127	THYSSENKRUPP ELEVATOR CORP	02/13/17	300.00
00705529	80118	AT&T CORP	02/17/17	97.10
00705553	42389	SIMPLEXGRINNELL	02/17/17	834.50
00705555	93074	SYSCO DENVER	02/17/17	676.62
<b>Fund Total</b>				<b>6,760.37</b>

Net Warrants by Fund Detail

44

Water and Wastewater Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00705331	2381	COLO ANALYTICAL LABORATORY	02/13/17	26.00
00705356	9558	UNIVAR USA INC	02/13/17	603.62
00705534	2381	COLO ANALYTICAL LABORATORY	02/17/17	425.00
<b>Fund Total</b>				<b>1,054.62</b>

**County of Adams**  
**Net Warrants by Fund Detail**

**Grand Total**      1,739,418.98

**County of Adams**  
**Vendor Payment Report**

<u>9418</u>	<u>Administrative Cost Pool</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	ALMOST HOME INC	00034	890241	271315	02/17/17	862.95
	GROWING HOME INC	00034	890242	271315	02/17/17	5,113.98
	LUTHERAN FAMILY SERVICES	00034	889850	270901	02/13/17	2,047.76
					Account Total	<u>8,024.69</u>
					Department Total	<u><u>8,024.69</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>4302</u>	<u>Airport Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Consumable Personnel Expenses					
	AVIATOR SERVICES GROUP LLC	00043	889767	270705	01/31/17	14.60
					Account Total	14.60
	Security Service					
	SYSTEMS GROUP	00043	889771	270705	02/09/17	360.00
	SYSTEMS GROUP	00043	889771	270705	02/09/17	240.00
					Account Total	600.00
	Telephone					
	AT&T CORP	00043	889861	270914	01/31/17	84.36
					Account Total	84.36
	Water/Sewer/Sanitation					
	MARSDEN & ASSOCIATES	00043	889769	270705	02/09/17	200.00
					Account Total	200.00
					Department Total	898.96

**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>
	Equipment Maint & Repair					
	SIMPLEXGRINNELL	00043	889862	270914	02/13/17	834.50
					Account Total	834.50
	Security Service					
	SYSTEMS GROUP	00043	889772	270705	02/09/17	360.00
	SYSTEMS GROUP	00043	889772	270705	02/09/17	240.00
	SYSTEMS GROUP	00043	889773	270705	02/09/17	360.00
	SYSTEMS GROUP	00043	889773	270705	02/09/17	240.00
					Account Total	1,200.00
	Telephone					
	AT&T CORP	00043	889861	270914	01/31/17	6.37
					Account Total	6.37
					Department Total	<u>2,040.87</u>

**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					
	AT&T CORP	00043	889861	270914	01/31/17	6.37
	EASTERN SLOPE RURAL TELEPHONE	00043	889360	270306	02/03/17	72.44
					Account Total	78.81
					Department Total	78.81

**County of Adams**  
**Vendor Payment Report**

<u>2051</u>	<u>ANS - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Temporary Labor					
	RANDSTAD US LP	00001	890166	271214	02/16/17	<u>772.70</u>
					Account Total	<u>772.70</u>
					Department Total	<u><u>772.70</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1011</u>	<u>Board of County Commissioners</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	BRIGHTON CITY OF	00001	889908	271006	02/14/17	75.00
					Account Total	75.00
	Legal Notices					
	METROWEST NEWSPAPERS	00001	889530	270579	02/08/17	85.44
	METROWEST NEWSPAPERS	00001	889531	270581	02/08/17	10.56
	METROWEST NEWSPAPERS	00001	889532	270581	02/08/17	23.36
	METROWEST NEWSPAPERS	00001	889533	270583	02/08/17	22.72
	METROWEST NEWSPAPERS	00001	889534	270583	02/08/17	10.88
	METROWEST NEWSPAPERS	00001	889535	270583	02/08/17	12.80
					Account Total	165.76
	Travel & Transportation					
	ODORISIO STEVEN	00001	890193	271218	02/16/17	435.00
					Account Total	435.00
					Department Total	675.76

**County of Adams**  
**Vendor Payment Report**

<u>1024</u>	<u>Budget Office</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	JO MATTOON ASSOCIATES	00001	890240	271315	02/17/17	<u>1,000.00</u>
					Account Total	<u>1,000.00</u>
					Department Total	<u><u>1,000.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>3064</u>	<u>Building Safety</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Permits					
	CMI MECHANICAL	00001	889970	271103	02/15/17	<u>178.40</u>
					Account Total	<u>178.40</u>
					Department Total	<u><u>178.40</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>4306</u>	<u>Cafe</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Snack Bar Supplies, Rep & Main					
	AVIATOR SERVICES GROUP LLC	00043	889767	270705	01/31/17	325.00
	SYSCO DENVER	00043	889361	270306	02/03/17	1,135.14
	SYSCO DENVER	00043	889770	270705	02/09/17	1,304.97
	SYSCO DENVER	00043	890101	271147	02/15/17	757.14
	SYSCO DENVER	00043	890102	271147	02/15/17	80.52-
					Account Total	<u>3,441.73</u>
					Department Total	<u><u>3,441.73</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>4</u>	<u>Capital Facilities Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	FCI CONSTRUCTORS INC	00004	889880	270918	02/13/17	914,826.52
					Account Total	914,826.52
	Retainages Payable					
	FCI CONSTRUCTORS INC	00004	889880	270918	02/13/17	45,741.33-
					Account Total	45,741.33-
					Department Total	869,085.19

**County of Adams**  
**Vendor Payment Report**

<u>3160</u>	<u>Community Corrections Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7051	00004	890128	271208	02/03/17	<u>2,425.52</u>
					Account Total	<u>2,425.52</u>
	Maintenance Contracts					
	AAA PEST PROS	00004	889637	270667	02/09/17	<u>60.00</u>
					Account Total	<u>60.00</u>
					Department Total	<u><u>2,485.52</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1013</u>	<u>County Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Court Reporting Transcripts					
	AGREN BLANDO COURT REPORTING	00001	889456	270452	02/07/17	675.12
	KAISER PERMANENTE COLO	00001	889455	270452	02/07/17	71.76
					Account Total	746.88
	Other Professional Serv					
	MESA COUNTY SHERIFF'S OFFICE	00001	889458	270452	02/07/17	42.50
	SWEEPSTAKES UNLIMITED	00001	889457	270452	02/07/17	30.00
					Account Total	72.50
					Department Total	819.38

**County of Adams**  
**Vendor Payment Report**

<u>1012</u>	<u>County Manager</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	BRIGHTON CITY OF	00001	889908	271006	02/14/17	<u>25.00</u>
					Account Total	<u>25.00</u>
					Department Total	<u><u>25.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1052</u>	<u>Criminal Justice Coord Council</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	ALLEN DEBRA JEAN	00001	889910	271006	02/14/17	38.52
					Account Total	38.52
	Travel & Transportation					
	ALLEN DEBRA JEAN	00001	889848	270901	02/13/17	228.00
	ALLEN DEBRA JEAN	00001	889911	271006	02/14/17	97.77
					Account Total	325.77
					Department Total	364.29

**County of Adams**  
**Vendor Payment Report**

<u>1019</u>	<u>Customer Experience Operations</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	UNITED STATES POSTAL SERVICE	00001	889909	271006	02/14/17	<u>121.02</u>
					Account Total	<u>121.02</u>
					Department Total	<u><u>121.02</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1023</u>	<u>CLK Motor Vehicle</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	ERVIN STACY	00001	890109	271152	02/15/17	11.77
	LEWIS BETHANY	00001	890110	271152	02/15/17	10.70
	NICHOLS KAYLEIGH	00001	890111	271152	02/15/17	442.98
	SANDOVAL DANIELLE	00001	890112	271152	02/15/17	191.53
	VALDEZ MONIQUE	00001	890113	271152	02/15/17	31.03
	WEIR SUCORA	00001	890114	271152	02/15/17	24.61
					Account Total	712.62
					Department Total	712.62

**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>
	Education & Training					
	MORITZKY TREVOR	00001	889964	271050	02/14/17	21.05
					Account Total	21.05
	Mileage Reimbursements					
	PETRI BEARD AMY	00001	889959	271050	02/14/17	92.02
					Account Total	92.02
	Other Professional Serv					
	CROWLEY COUNTY SHERIFF	00001	889961	271050	02/14/17	14.00
	DEPT OF FINANCE	00001	889958	271050	02/14/17	26.00
	SENIOR HUB THE	00001	889494	270546	02/08/17	20.00
					Account Total	60.00
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	889963	271050	02/14/17	68.35
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	889963	271050	02/14/17	125.58
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	889963	271050	02/14/17	167.05
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	889963	271050	02/14/17	88.70
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	889963	271050	02/14/17	100.22
					Account Total	549.90
					Department Total	722.97

**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>
	Education & Training					
	BROOMFIELD CITY AND COUNTY	00001	889969	271050	02/14/17	170.00
					Account Total	<u>170.00</u>
	Mileage Reimbursements					
	BUCHANAN SANDY	00001	889960	271050	02/14/17	52.97
	HUPFER DETOR LEVON	00001	889962	271050	02/14/17	58.32
					Account Total	<u>111.29</u>
					Department Total	<u><u>281.29</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>7041</u>	<u>Economic Development Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	ADAMS COUNTY EDUCATION CONSORT	00001	890244	271315	02/17/17	<u>21,500.00</u>
					Account Total	<u>21,500.00</u>
					Department Total	<u><u>21,500.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>6</u>	<u>Equipment Service Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ABRA AUTO BODY & GLASS	00006	889892	271004	02/14/17	181.92
	ABRA AUTO BODY & GLASS	00006	889893	271004	02/14/17	25.00
	ABRA AUTO BODY & GLASS	00006	889894	271004	02/14/17	25.00
	ABRA AUTO BODY & GLASS	00006	889895	271004	02/14/17	160.00
	ABRA AUTO BODY & GLASS	00006	889896	271004	02/14/17	25.00
	ABRA AUTO BODY & GLASS	00006	889897	271004	02/14/17	595.14
	ABRA AUTO BODY & GLASS	00006	889898	271004	02/14/17	214.31
	ABRA AUTO BODY & GLASS	00006	889900	271004	02/14/17	160.00
	KOIS BROTHERS EQUIP CO	00006	889904	271004	02/14/17	2,028.00
	KOIS BROTHERS EQUIPMENT CO	00006	889905	271004	02/14/17	59,319.00
	REX OIL COMPANY	00006	889902	271004	02/14/17	2,607.58
	REX OIL COMPANY	00006	889903	271004	02/14/17	4,515.45
	SAM HILL OIL INC	00006	890156	271212	02/16/17	627.73
	SAM HILL OIL INC	00006	890157	271212	02/16/17	724.18
	SAM HILL OIL INC	00006	890159	271212	02/16/17	2,082.01
					Account Total	73,290.32
					Department Total	73,290.32

**County of Adams**  
**Vendor Payment Report**

<u>9240</u>	<u>Extension - Horticulture</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	ANDERSON CASSIE	00001	889499	270564	02/08/17	213.47
	HAMMOND ERIC	00001	889802	270818	02/10/17	131.61
					Account Total	<u>345.08</u>
					Department Total	<u><u>345.08</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>9241</u>	<u>Extension- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	TOSHIBA BUSINESS SOLUTIONS	00001	889500	270564	02/08/17	<u>172.20</u>
					Account Total	<u>172.20</u>
					Department Total	<u><u>172.20</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>9244</u>	<u>Extension- 4-H/Youth</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	UHING CHRISTOPHER	00001	889803	270818	02/10/17	<u>97.37</u>
					Account Total	<u>97.37</u>
					Department Total	<u><u>97.37</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>5025</u>	<u>Facilities Club House Maint.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	AAA PEST PROS	00005	889637	270667	02/09/17	<u>35.00</u>
					Account Total	<u>35.00</u>
					Department Total	<u><u>35.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>9115</u>	<u>Fleet- Strasbrg</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Tools Reimbursement					
	WELP VENCIL	00006	889884	270916	02/13/17	<u>490.38</u>
					Account Total	<u>490.38</u>
					Department Total	<u><u>490.38</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>
	Received not Vouchered Clrg					
	THYSSENKRUPP ELEVATOR CORP	00043	889877	270918	02/13/17	<u>300.00</u>
					Account Total	<u>300.00</u>
					Department Total	<u><u>300.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	889637	270667	02/09/17	200.00
					Account Total	200.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7047	00001	890126	271208	02/01/17	92.87
					Account Total	92.87
					Department Total	292.87

**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>
	Maintenance Contracts					
	AAA PEST PROS	00001	889637	270667	02/09/17	80.00
					Account Total	80.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7052	00001	890125	271208	02/02/17	183.44
					Account Total	183.44
					Department Total	263.44

**County of Adams**  
**Vendor Payment Report**

<u>1113</u>	<u>FO - Children &amp; Family Service</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	889637	270667	02/09/17	<u>40.00</u>
					Account Total	<u>40.00</u>
					Department Total	<u><u>40.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1114</u>	<u>FO - District Attorney Bldg.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	889637	270667	02/09/17	<u>60.00</u>
					Account Total	<u>60.00</u>
					Department Total	<u><u>60.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>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					
	THYSSENKRUPP ELEVATOR CORP	00001	889641	270667	02/09/17	433.00
					Account Total	433.00
	Maintenance Contracts					
	AAA PEST PROS	00001	889637	270667	02/09/17	145.00
					Account Total	145.00
					Department Total	578.00

**County of Adams**  
**Vendor Payment Report**

<u>1070</u>	<u>FO - Honnen/Plan&amp;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=7050	00001	890123	271208	02/01/17	2,458.98
					Account Total	<u>2,458.98</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	889637	270667	02/09/17	160.00
					Account Total	<u>160.00</u>
					Department Total	<u><u>2,618.98</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1067</u>	<u>FO - Human Service Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	889637	270667	02/09/17	50.00
					Account Total	50.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7053	00001	890120	271208	02/04/17	875.35
					Account Total	875.35
					Department Total	<u>925.35</u>

**County of Adams**  
**Vendor Payment Report**

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	BILL BOOM INC	00001	890115	271207	02/16/17	432.00
	SYSTEMS GROUP	00001	890118	271207	02/16/17	1,848.00
	WEATHERSURE	00001	890116	271207	02/16/17	176.93
					Account Total	2,456.93
	Maintenance Contracts					
	AAA PEST PROS	00001	889637	270667	02/09/17	110.00
					Account Total	110.00
					Department Total	2,566.93

**County of Adams**  
**Vendor Payment Report**

<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	889637	270667	02/09/17	325.00
	SIMPLEXGRINNELL	00001	889643	270667	02/09/17	891.30
					Account Total	<u>1,216.30</u>
					Department Total	<u><u>1,216.30</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>
	Gas & Electricity					
	Energy Cap Bill ID=7046	00001	890124	271208	01/30/17	9,121.80
					Account Total	9,121.80
	Maintenance Contracts					
	AAA PEST PROS	00001	889637	270667	02/09/17	40.00
	TYCO WESTFIRE	00001	890119	271207	02/16/17	430.00
					Account Total	470.00
					Department Total	9,591.80

**County of Adams**  
**Vendor Payment Report**

<u>1076</u>	<u>FO-Adams County Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	889637	270667	02/09/17	<u>65.00</u>
					Account Total	<u>65.00</u>
					Department Total	<u><u>65.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1069</u>	<u>FO-Animal Shelter Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=7049	00001	890121	271208	02/01/17	1,707.08
					Account Total	<u>1,707.08</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	889637	270667	02/09/17	55.00
					Account Total	<u>55.00</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7054	00001	890122	271208	02/04/17	459.46
					Account Total	<u>459.46</u>
					Department Total	<u><u>2,221.54</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1063</u>	<u>FO-Flatrock Training Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	889637	270667	02/09/17	<u>40.00</u>
					Account Total	<u>40.00</u>
					Department Total	<u><u>40.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>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					
	CUMMINS ROCKY MTN	00001	890117	271207	02/16/17	2,722.15
					Account Total	2,722.15
	Gas & Electricity					
	Energy Cap Bill ID=7048	00001	890127	271208	02/01/17	3,334.71
					Account Total	3,334.71
	Maintenance Contracts					
	AAA PEST PROS	00001	889637	270667	02/09/17	55.00
					Account Total	55.00
					Department Total	6,111.86

**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>
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00001	890243	271315	02/17/17	64.00
					Account Total	64.00
	Received not Vouchered Clrg					
	ABL MANAGEMENT INC	00001	889782	270808	02/10/17	26,994.21
	ABL MANAGEMENT INC	00001	889783	270808	02/10/17	5,148.78
	ADAMSON POLICE PRODUCTS	00001	889784	270808	02/10/17	1,243.20
	ALLIED BARTON SECURITY SERVICE	00001	889785	270808	02/10/17	14,929.36
	ARISING HOPE INTERNATIONAL	00001	889787	270808	02/10/17	250.00
	CHILDRENS OUTREACH PROJECT	00001	890050	271122	02/15/17	90,000.00
	CITRIX SYSTEMS INC	00001	889789	270808	02/10/17	10,500.00
	CLIFTONLARSONALLEN LLP	00001	889906	271004	02/14/17	27,000.00
	COHEN MILSTEIN SELLERS & TOLL	00001	890238	271314	02/17/17	1,653.75
	COLO INFORMATION SHARING CONSO	00001	889788	270808	02/10/17	17,060.18
	CONVERSKETCH LLC	00001	889876	270918	02/13/17	2,500.00
	DOUBLE R EXCAVATING INC	00001	889879	270918	02/13/17	6,975.00
	DREXEL BARRELL & CO	00001	889878	270918	02/13/17	1,128.75
	DREXEL BARRELL & CO	00001	890132	271212	02/16/17	9,495.00
	DREXEL BARRELL & CO	00001	890133	271212	02/16/17	4,375.00
	GABLEHOUSE GRANBERG LLC	00001	889968	271099	02/15/17	3,416.00
	GOLDMAN ROBBINS NICHOLSON & MA	00001	889891	271004	02/14/17	6,722.59
	IDEXX DISTRIBUTION INC	00001	890152	271212	02/16/17	1,077.02
	INTERGRAPH CORPORATION	00001	889790	270808	02/10/17	27,225.96
	INTERVET INC	00001	890145	271212	02/16/17	2,247.50
	KD SERVICE GROUP	00001	889826	270808	02/10/17	952.64
	KD SERVICE GROUP	00001	889827	270808	02/10/17	1,341.25
	KD SERVICE GROUP	00001	889828	270808	02/10/17	440.00
	KING JOHN	00001	889870	270918	02/13/17	30,000.00
	LASER TECHNOLOGY INC	00001	889791	270808	02/10/17	8,580.00
	LOPEZ MARCUS	00001	889792	270808	02/10/17	363.00
	MCDONALD YONG HUI V	00001	889793	270808	02/10/17	3,604.50
	MWI VETERINARY SUPPLY CO	00001	890144	271212	02/16/17	172.80
	MWI VETERINARY SUPPLY CO	00001	890147	271212	02/16/17	55.29
	MWI VETERINARY SUPPLY CO	00001	890148	271212	02/16/17	672.05
	MWI VETERINARY SUPPLY CO	00001	890149	271212	02/16/17	8.79

**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	890150	271212	02/16/17	25.37
	MWI VETERINARY SUPPLY CO	00001	890154	271212	02/16/17	284.96
	NCS PEARSON INC	00001	889794	270808	02/10/17	708.50
	NCS PEARSON INC	00001	889795	270808	02/10/17	366.75
	NCS PEARSON INC	00001	889797	270808	02/10/17	407.00
	PEARL COUNSELING ASSOCIATES	00001	889829	270808	02/10/17	6,500.00
	PEARL COUNSELING ASSOCIATES	00001	889830	270808	02/10/17	1,421.12
	PERKINS COIE LLP	00001	889874	270918	02/13/17	2,153.00
	PINOCCHIOS	00001	889823	270826	02/10/17	12,267.75
	PRO TECH COMPUTER SYSTEMS INC	00001	889798	270808	02/10/17	1,547.00
	PRO TECH COMPUTER SYSTEMS INC	00001	889798	270808	02/10/17	773.50
	PRO TECH COMPUTER SYSTEMS INC	00001	889798	270808	02/10/17	773.50
	PTS OF AMERICA LLC	00001	889799	270808	02/10/17	1,092.00
	PTS OF AMERICA LLC	00001	889800	270808	02/10/17	972.00
	ROSS SHIRLEY M	00001	889831	270808	02/10/17	945.00
	SAFETY RESTRAINT CHAIR INC	00001	889801	270808	02/10/17	2,435.00
	SYSTEMS GROUP	00001	890130	271212	02/16/17	300.00
	SYSTEMS GROUP	00001	890131	271212	02/16/17	300.00
	THYSSENKRUPP ELEVATOR CORP	00001	890129	271212	02/16/17	250.00
	THYSSENKRUPP ELEVATOR CORP	00001	890129	271212	02/16/17	250.00
	THYSSENKRUPP ELEVATOR CORP	00001	890129	271212	02/16/17	125.00
	THYSSENKRUPP ELEVATOR CORP	00001	890129	271212	02/16/17	675.00
	THYSSENKRUPP ELEVATOR CORP	00001	890129	271212	02/16/17	2,575.00
	THYSSENKRUPP ELEVATOR CORP	00001	890129	271212	02/16/17	1,182.03
	THYSSENKRUPP ELEVATOR CORP	00001	890129	271212	02/16/17	91.21
	THYSSENKRUPP ELEVATOR CORP	00001	890129	271212	02/16/17	325.00
	THYSSENKRUPP ELEVATOR CORP	00001	890129	271212	02/16/17	791.00
	THYSSENKRUPP ELEVATOR CORP	00001	890129	271212	02/16/17	250.00
	TRANE	00001	890239	271314	02/17/17	4,932.00
	TRI TECH SOFTWARE SYSTEMS	00001	889832	270808	02/10/17	165,942.92
					Account Total	516,794.23
					Department Total	516,858.23

**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>
	Building Repair & Maint					
	GRAINGER	00005	889507	270572	02/08/17	398.52
	GRAINGER	00005	889508	270572	02/08/17	299.16
					Account Total	697.68
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	889525	270572	02/08/17	433.56
	UNITED POWER (UNION REA)	00005	889526	270572	02/08/17	476.00
	UNITED POWER (UNION REA)	00005	889527	270572	02/08/17	431.04
	UNITED POWER (UNION REA)	00005	889529	270572	02/08/17	1,103.47
	UNITED POWER (UNION REA)	00005	889529	270572	02/08/17	30.72
	XCEL ENERGY	00005	889523	270572	02/08/17	925.95
	XCEL ENERGY	00005	889528	270572	02/08/17	907.49
					Account Total	4,308.23
	Grounds Maintenance					
	E & G TERMINAL INC	00005	889505	270572	02/08/17	71.02
	E & G TERMINAL INC	00005	889506	270572	02/08/17	79.29
	GRAINGER	00005	889509	270572	02/08/17	54.60
	GRAINGER	00005	889510	270572	02/08/17	54.60
	ROCKY MTN PUP & CONTROLS LLC	00005	889522	270572	02/08/17	200.00
	TORO NSN	00005	889521	270572	02/08/17	229.00
					Account Total	688.51
	Other Repair & Maint					
	LABOR SOLUTIONS INC	00005	889513	270572	02/08/17	3,739.71
					Account Total	3,739.71
	Repair & Maint Supplies					
	ALSCO AMERICAN INDUSTRIAL	00005	889501	270572	02/08/17	40.26
	ALSCO AMERICAN INDUSTRIAL	00005	889502	270572	02/08/17	38.57
	ALSCO AMERICAN INDUSTRIAL	00005	889503	270572	02/08/17	38.57
	ALSCO AMERICAN INDUSTRIAL	00005	889504	270572	02/08/17	38.57
	GRAINGER	00005	889512	270572	02/08/17	60.04
					Account Total	216.01
	Vehicle Parts & Supplies					
	GRAINGER	00005	889511	270572	02/08/17	27.88
	POTESTIO BROTHER EQUIPMENT	00005	889514	270572	02/08/17	747.63

**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>
	POTESTIO BROTHER EQUIPMENT	00005	889515	270572	02/08/17	333.10-
	POTESTIO BROTHER EQUIPMENT	00005	889516	270572	02/08/17	79.54
	POTESTIO BROTHER EQUIPMENT	00005	889517	270572	02/08/17	178.52
	POTESTIO BROTHER EQUIPMENT	00005	889518	270572	02/08/17	303.49
	POTESTIO BROTHER EQUIPMENT	00005	889519	270572	02/08/17	13.73
	POTESTIO BROTHER EQUIPMENT	00005	889520	270572	02/08/17	49.38
					Account Total	<u>1,067.07</u>
					Department Total	<u><u>10,717.21</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>5021</u>	<u>Golf Course- Pro Shop</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	889524	270572	02/08/17	320.73
	UNITED POWER (UNION REA)	00005	889529	270572	02/08/17	2,088.65
	XCEL ENERGY	00005	889528	270572	02/08/17	802.11
					Account Total	<u>3,211.49</u>
					Department Total	<u><u>3,211.49</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					
	DENVER CHILDREN'S ADVOCACY CTR	00031	889907	271004	02/14/17	7,337.56
					Account Total	<u>7,337.56</u>
					Department Total	<u><u>7,337.56</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1015</u>	<u>Human Resources- Admin</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	EE Recognition Lunch					
	ROCKY MTN SOCIETY OF AVICULTUR	00001	889757	270687	02/09/17	100.00
					Account Total	100.00
	Mileage Reimbursements					
	HUNT AMANDA	00001	889756	270687	02/09/17	144.45
					Account Total	144.45
					Department Total	244.45

**County of Adams**  
**Vendor Payment Report**

<u>935117</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	THRIVE CENTER	00031	889847	270900	02/13/17	175.00
					Account Total	175.00
	Mileage Reimbursements					
	FARSTER NARLESKY PENNY	00031	889842	270900	02/13/17	73.30
	HERHOLD MARK	00031	889844	270900	02/13/17	4.28
	RODRIGUEZ JAMIE	00031	889845	270900	02/13/17	74.37
	RODRIGUEZ JAMIE	00031	889846	270900	02/13/17	17.66
					Account Total	169.61
	Operating Supplies					
	G & K SERVICES	00031	889843	270900	02/13/17	122.98
					Account Total	122.98
	Other Professional Serv					
	COLO BUREAU OF INVESTIGATION	00031	889840	270900	02/13/17	341.50
	COLO BUREAU OF INVESTIGATION	00031	889840	270900	02/13/17	24.00
					Account Total	365.50
					Department Total	833.09

**County of Adams**  
**Vendor Payment Report**

<u>8612</u>	<u>Insurance - UHC POS Medical</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	UNITED HEALTHCARE	00019	889864	270916	02/13/17	50.43
					Account Total	50.43
	Insurance Premiums					
	UNITED HEALTHCARE	00019	889864	270916	02/13/17	79.75
					Account Total	79.75
					Department Total	130.18

**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>
	COBRA Medical - Kaiser Ins.					
	KAISER PERMANENTE	00019	889863	270916	02/13/17	564.71
					Account Total	564.71
	Received not Vouchered Clrg					
	CAREHERE LLC	00019	890237	271314	02/17/17	13,426.00
	CAREHERE LLC	00019	890237	271314	02/17/17	17,319.00
	MAJOR ADJUSTING CO	00019	890246	271316	02/17/17	145.00
	MILE HIGH FITNESS	00019	890134	271212	02/16/17	1,440.00
					Account Total	32,330.00
	Retiree Med - Kaiser					
	ESTATE OF JEANNE PRATT	00019	889868	270916	02/13/17	188.95
					Account Total	188.95
					Department Total	33,083.66

**County of Adams**  
**Vendor Payment Report**

<u>8614</u>	<u>Insurance- Delta Dental</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	DELTA DENTAL PLAN OF COLO	00019	889865	270916	02/13/17	115.37
					Account Total	115.37
	Ins Premium Dental-Delta					
	DELTA DENTAL PLAN OF COLO	00019	889866	270916	02/13/17	175.97
					Account Total	175.97
					Department Total	291.34

**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					
	PEREZ HERNANDEZ ELFIDO	00019	890165	271214	02/16/17	<u>1,600.00</u>
					Account Total	<u>1,600.00</u>
					Department Total	<u><u>1,600.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>8615</u>	<u>Insurance- UHC Retiree Medical</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	AARP RX					
	WHERRY DAVID M	00019	889869	270916	02/13/17	78.00
					Account Total	78.00
	UHC_MED					
	WHERRY DAVID M	00019	889869	270916	02/13/17	203.00
					Account Total	203.00
					Department Total	281.00

**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>
	Ins. Premium-Vision					
	VISION SERVICE PLAN-CONNECTICU	00019	889867	270916	02/13/17	<u>1.27</u>
					Account Total	<u>1.27</u>
					Department Total	<u><u>1.27</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1190</u>	<u>One-Stop Customer Service Cent</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Ambulance Licenses					
	JEFFERSON COUNTY TREASURER	00001	889973	271103	02/15/17	4,950.00
					Account Total	<u>4,950.00</u>
					Department Total	<u><u>4,950.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>6107</u>	<u>Open Space Projects</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00027	889595	270654	02/09/17	47.87
	UNITED POWER (UNION REA)	00027	889596	270654	02/09/17	20.00
	UNITED POWER (UNION REA)	00027	889661	270669	02/09/17	380.22
					Account Total	448.09
	Special Assessment Payments					
	COLO AGRICULTURAL DITCH CO	00027	889590	270654	02/09/17	2,860.00
	LOWER CLEAR CREEK DITCH	00027	889592	270654	02/09/17	3,150.00
					Account Total	6,010.00
					Department Total	6,458.09

**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					
	DESIGN WORKSHOP	00027	890235	271314	02/17/17	9,521.75
	DESIGN WORKSHOP	00027	890236	271314	02/17/17	1,480.00
	LOGAN SIMPSON DESIGN INC	00027	889890	271004	02/14/17	1,525.00
					Account Total	<u>12,526.75</u>
					Department Total	<u><u>12,526.75</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>
	Building Repair & Maint					
	CDLE DIVISION OF OIL & PUBLIC	00001	889638	270667	02/09/17	50.00
	CDLE DIVISION OF OIL & PUBLIC	00001	889639	270667	02/09/17	25.00
					Account Total	75.00
	Gas & Electricity					
	Energy Cap Bill ID=7034	00001	889600	270655	01/24/17	2,145.14
	Energy Cap Bill ID=7035	00001	889601	270655	01/24/17	498.81
	Energy Cap Bill ID=7036	00001	889602	270655	01/24/17	854.38
	Energy Cap Bill ID=7037	00001	889603	270655	01/24/17	956.23
					Account Total	4,454.56
	Maintenance Contracts					
	AAA PEST PROS	00001	889637	270667	02/09/17	395.00
					Account Total	395.00
					Department Total	4,924.56

**County of Adams**  
**Vendor Payment Report**

<u>2061</u>	<u>PKS - Weed &amp; Pest</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	ALRECO ALUMINUM SURPLUS SUPPLY	00001	889589	270654	02/09/17	<u>983.00</u>
					Account Total	<u>983.00</u>
					Department Total	<u><u>983.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>5011</u>	<u>PKS- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	DEEP ROCK WATER	00001	889858	270912	02/13/17	74.97
					Account Total	74.97
	Special Assessment Payments					
	BURLINGTON DITCH RESERVOIR AND	00001	889655	270669	02/09/17	300.00
	COLO AGRICULTURAL DITCH CO	00001	889656	270669	02/09/17	260.00
	LOWER CLEAR CREEK DITCH	00001	889660	270669	02/09/17	6,075.00
	WELLINGTON RESERVOIR COMPANY	00001	889662	270669	02/09/17	480.00
					Account Total	7,115.00
					Department Total	7,189.97

**County of Adams**  
**Vendor Payment Report**

<u>5010</u>	<u>PKS- Fair &amp; Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	RACING UNDERGROUND LLC	00001	889915	271014	02/14/17	500.00
					Account Total	500.00
	Queen Pageant Expense					
	D' EPAGNIER ANN	00001	889659	270669	02/09/17	70.08
	WILLIS MARY T	00001	889859	270912	02/13/17	60.20
					Account Total	130.28
	Regional Park Rentals					
	ADAMS 12 TRANSPORTATION	00001	889588	270654	02/09/17	578.61
					Account Total	578.61
					Department Total	1,208.89

**County of Adams**  
**Vendor Payment Report**

<u>5015</u>	<u>PKS- Grounds Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	TEMPLE DISPLAY LTD	00001	889594	270654	02/09/17	2,136.00
					Account Total	2,136.00
	Water/Sewer/Sanitation					
	CULLIGAN	00001	889657	270669	02/09/17	129.50
					Account Total	129.50
					Department Total	2,265.50

**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>
	Mileage Reimbursements					
	GRAF TREVOR G	00001	889591	270654	02/09/17	97.37
					Account Total	<u>97.37</u>
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	889860	270912	02/13/17	1,760.00
					Account Total	<u>1,760.00</u>
					Department Total	<u><u>1,857.37</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>5016</u>	<u>PKS- Trail Ranger Patrol</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00001	889597	270654	02/09/17	222.33
	XCEL ENERGY	00001	889598	270654	02/09/17	10.87
	XCEL ENERGY	00001	889599	270654	02/09/17	70.76
	XCEL ENERGY	00001	889663	270669	02/09/17	147.55
					Account Total	451.51
	Water/Sewer/Sanitation					
	DEEP ROCK WATER	00001	889658	270669	02/09/17	68.10
	NORTH PECOS WATER & SANITATION	00001	889593	270654	02/09/17	146.06
	REPUBLIC SERVICES #535	00001	889860	270912	02/13/17	130.00
					Account Total	344.16
					Department Total	795.67

**County of Adams**  
**Vendor Payment Report**

<u>1089</u>	<u>PLN- Boards &amp; 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	889835	270899	02/13/17	65.00
	GARNER, ROSIE	00001	889834	270899	02/13/17	65.00
	HERRERA, AARON	00001	889838	270899	02/13/17	65.00
	MOSKO STEW	00001	889836	270899	02/13/17	65.00
	PUTMAN IRA EUGENE	00001	889966	271054	02/14/17	65.00
	RICHARDSON SHARON	00001	889833	270899	02/13/17	65.00
	THOMPSON GREGORY PAUL	00001	889837	270899	02/13/17	65.00
	WALLACE ZACKARY	00001	889839	270899	02/13/17	65.00
					Account Total	520.00
					Department Total	520.00

**County of Adams**  
**Vendor Payment Report**

<u>1082</u>	<u>PLN- Development Review</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Zoning & Subdivision					
	CURTIS QUINCY	00001	889971	271103	02/15/17	500.00
	SANTANA HERNANDEZ JESUS	00001	889972	271103	02/15/17	300.00
					Account Total	<u>800.00</u>
					Department Total	<u><u>800.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>13</u>	<u>Road &amp; Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ALSCO AMERICAN INDUSTRIAL	00013	890136	271212	02/16/17	75.10
	ALSCO AMERICAN INDUSTRIAL	00013	890137	271212	02/16/17	75.10
	ALSCO AMERICAN INDUSTRIAL	00013	890138	271212	02/16/17	87.97
	ALSCO AMERICAN INDUSTRIAL	00013	890139	271212	02/16/17	75.10
	CARTEGRAPH SYSTEMS INC	00013	889871	270918	02/13/17	26,320.00
	CARTEGRAPH SYSTEMS INC	00013	889872	270918	02/13/17	7,520.00
	GROUND ENGINEERING CONSULTANTS	00013	889873	270918	02/13/17	842.50
	REPUBLIC SERVICES #535	00013	890141	271212	02/16/17	94.09
	REPUBLIC SERVICES #535	00013	890142	271212	02/16/17	1,055.25
	REPUBLIC SERVICES #535	00013	890160	271212	02/16/17	1,234.43
	REPUBLIC SERVICES #535	00013	890161	271212	02/16/17	430.50
	STURGEON ELECTRIC CO	00013	890135	271212	02/16/17	3,432.50
	UTILITY NOTIFICATION CENTER OF	00013	890143	271212	02/16/17	130.50
					Account Total	41,373.04
					Department Total	41,373.04

**County of Adams**  
**Vendor Payment Report**

<u>2008</u>	<u>SHF - Training Academy</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	889815	270820	02/10/17	<u>84.50</u>
					Account Total	<u>84.50</u>
					Department Total	<u><u>84.50</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>
	Mileage Reimbursements					
	SIGMAN RONALD	00001	889822	270820	02/10/17	244.51
					Account Total	244.51
	Operating Supplies					
	E470 PUBLIC HIGHWAY AUTHORITY	00001	889817	270820	02/10/17	1.25
					Account Total	1.25
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	889812	270820	02/10/17	35.00
					Account Total	35.00
					Department Total	280.76

**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	889809	270820	02/10/17	1,200.00
					Account Total	1,200.00
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	889814	270820	02/10/17	266.84
					Account Total	266.84
	Other Communications					
	CENTURY LINK	00001	889810	270820	02/10/17	88.99
					Account Total	88.99
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	889811	270820	02/10/17	200.00
					Account Total	200.00
					Department Total	<u>1,755.83</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>
	Food Services					
	ABL MANAGEMENT INC	00001	889804	270820	02/10/17	77.66
					Account Total	<u>77.66</u>
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	889818	270820	02/10/17	531.36
					Account Total	<u>531.36</u>
	Operating Supplies					
	ABL MANAGEMENT INC	00001	889804	270820	02/10/17	111.21
	E470 PUBLIC HIGHWAY AUTHORITY	00001	889817	270820	02/10/17	49.00
					Account Total	<u>160.21</u>
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	889813	270820	02/10/17	70.00
					Account Total	<u>70.00</u>
	Uniforms & Cleaning					
	REEVES COMPANY INC	00001	889821	270820	02/10/17	151.60
					Account Total	<u>151.60</u>
					Department Total	<u><u>990.83</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>2017</u>	<u>SHF- Patrol Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	889818	270820	02/10/17	144.32
					Account Total	144.32
	Operating Supplies					
	ARROWHEAD FORENSICS	00001	889805	270820	02/10/17	204.00
					Account Total	204.00
	Other Communications					
	LEXISNEXIS RISK SOLUTIONS	00001	889819	270820	02/10/17	97.85
	SPOK INC	00001	889824	270820	02/10/17	743.73
					Account Total	841.58
	Vehicle Repair & Maint					
	LONGMONT FORD	00001	889820	270820	02/10/17	720.00
					Account Total	720.00
					Department Total	1,909.90

**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					
	AVIS RENT A CAR SYSTEM INC	00001	889806	270820	02/10/17	443.03
	AVIS RENT A CAR SYSTEM INC	00001	889807	270820	02/10/17	216.00
	AVIS RENT A CAR SYSTEM INC	00001	889808	270820	02/10/17	134.75
					Account Total	<u>793.78</u>
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	889816	270820	02/10/17	44.85
					Account Total	<u>44.85</u>
					Department Total	<u><u>838.63</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>
	Uniforms & Cleaning COW LOT	00001	889825	270820	02/10/17	175.00
					Account Total	175.00
					Department Total	175.00

County of Adams  
Vendor Payment Report

<u>3031</u>	<u>Transportation Opers &amp; Maint</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	LONGBROOK TIMOTHY K	00013	889920	271031	02/14/17	1,439.28
					Account Total	1,439.28
	Gas & Electricity					
	INTERMOUNTAIN RURAL ELECTRIC A	00013	889957	271038	02/14/17	48.93
	MORGAN COUNTY REA	00013	889954	271038	02/14/17	205.70
	MORGAN COUNTY REA	00013	889955	271038	02/14/17	28.00
	MORGAN COUNTY REA	00013	889956	271038	02/14/17	66.88
	UNITED POWER (UNION REA)	00013	889950	271038	02/14/17	48.49
	UNITED POWER (UNION REA)	00013	889951	271038	02/14/17	48.49
	UNITED POWER (UNION REA)	00013	889934	271038	02/14/17	69.38
	UNITED POWER (UNION REA)	00013	889935	271038	02/14/17	36.00
	UNITED POWER (UNION REA)	00013	889952	271038	02/14/17	23.16
	UNITED POWER (UNION REA)	00013	889953	271038	02/14/17	559.36
	UNITED POWER (UNION REA)	00013	889936	271038	02/14/17	34.00
	UNITED POWER (UNION REA)	00013	889937	271038	02/14/17	196.69
	UNITED POWER (UNION REA)	00013	889938	271038	02/14/17	42.16
	UNITED POWER (UNION REA)	00013	889939	271038	02/14/17	123.99
	UNITED POWER (UNION REA)	00013	889940	271038	02/14/17	230.48
	UNITED POWER (UNION REA)	00013	889941	271038	02/14/17	16.50
	UNITED POWER (UNION REA)	00013	889942	271038	02/14/17	16.50
	UNITED POWER (UNION REA)	00013	889943	271038	02/14/17	16.50
	UNITED POWER (UNION REA)	00013	889944	271038	02/14/17	33.00
	UNITED POWER (UNION REA)	00013	889945	271038	02/14/17	20.33
	UNITED POWER (UNION REA)	00013	889946	271038	02/14/17	88.49
	UNITED POWER (UNION REA)	00013	889947	271038	02/14/17	17.00
	UNITED POWER (UNION REA)	00013	889948	271038	02/14/17	499.58
	UNITED POWER (UNION REA)	00013	889949	271038	02/14/17	49.50
	XCEL ENERGY	00013	889921	271038	02/14/17	129.27
	XCEL ENERGY	00013	889922	271038	02/14/17	213.96
	XCEL ENERGY	00013	889923	271038	02/14/17	55.62
	XCEL ENERGY	00013	889924	271038	02/14/17	25,354.32
	XCEL ENERGY	00013	889925	271038	02/14/17	1,248.77
	XCEL ENERGY	00013	889926	271038	02/14/17	205.93
	XCEL ENERGY	00013	889927	271038	02/14/17	3,103.80

**County of Adams**  
**Vendor Payment Report**

<u>3031</u>	<u>Transportation Opers &amp; Maint</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	XCEL ENERGY	00013	889928	271038	02/14/17	101.22
	XCEL ENERGY	00013	889929	271038	02/14/17	254.45
	XCEL ENERGY	00013	889930	271038	02/14/17	259.65
	XCEL ENERGY	00013	889931	271038	02/14/17	132.07
	XCEL ENERGY	00013	889932	271038	02/14/17	2.94
	XCEL ENERGY	00013	889933	271038	02/14/17	23.85
					Account Total	33,604.96
	Ice Control Material					
	GMCO CORPORATION	00013	889919	271031	02/14/17	534.18
					Account Total	534.18
					Department Total	35,578.42

**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					
	QUANTUM WATER CONSULTING	00025	889875	270918	02/13/17	21,617.05
					Account Total	<u>21,617.05</u>
					Department Total	<u><u>21,617.05</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>4400</u>	<u>Wastewater Treatment Plant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Airport Materials & Supplies					
	UNIVAR USA INC	00044	889774	270705	02/09/17	603.62
					Account Total	603.62
	Laboratory Analysis					
	COLO ANALYTICAL LABORATORY	00044	889768	270705	02/09/17	26.00
	COLO ANALYTICAL LABORATORY	00044	889918	270914	02/13/17	425.00
					Account Total	451.00
					Department Total	1,054.62

**County of Adams**  
**Vendor Payment Report**

<u>97500</u>	<u>WIA YOUTH OLDER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Clnt Trng-Background Checks					
	COLO BUREAU OF INVESTIGATION	00035	889841	270900	02/13/17	39.50
					Account Total	39.50
	Supp Svcs-Incentives					
	RUBIO-ROJAS MARIA A	00035	889967	271097	02/15/17	100.00
					Account Total	100.00
					Department Total	<u>139.50</u>

**County of Adams**  
**Vendor Payment Report**

**Grand Total**      1,739,418.98

**County of Adams**  
**Net Warrant by Fund Summary**

<b>Fund Number</b>	<b>Fund Description</b>	<b>Amount</b>
1	General Fund	253,663.00
5	Golf Course Enterprise Fund	1,683.10
6	Equipment Service Fund	147,672.31
13	Road & Bridge Fund	7,558.00
19	Insurance Fund	3,545.00
24	Conservation Trust Fund	3,616.00
25	Waste Management Fund	3,402.27
30	Community Dev Block Grant Fund	13,598.00
31	Head Start Fund	29,472.18
34	Comm Services Blk Grant Fund	24.10
35	Workforce & Business Center	75.00
43	Front Range Airport	2,431.99
44	Water and Wastewater Fund	365.70
94	Sheriff Payables	12,738.00
		<u>479,844.65</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>
00705598	433987	ADCO DISTRICT ATTORNEY'S OFFIC	02/21/17	808.47
00705601	383698	ALLIED BARTON SECURITY SERVICE	02/21/17	4,212.81
00705602	12012	ALSCO AMERICAN INDUSTRIAL	02/21/17	104.61
00705605	47571	CANON FINANCIAL SERVICES INC	02/21/17	35.00
00705606	47571	CANON FINANCIAL SERVICES INC	02/21/17	132.00
00705607	47571	CANON FINANCIAL SERVICES INC	02/21/17	190.00
00705608	47571	CANON FINANCIAL SERVICES INC	02/21/17	325.00
00705609	47571	CANON FINANCIAL SERVICES INC	02/21/17	325.00
00705610	47571	CANON FINANCIAL SERVICES INC	02/21/17	325.00
00705611	47571	CANON FINANCIAL SERVICES INC	02/21/17	425.00
00705612	47571	CANON FINANCIAL SERVICES INC	02/21/17	125.00
00705613	47571	CANON FINANCIAL SERVICES INC	02/21/17	265.78
00705614	47571	CANON FINANCIAL SERVICES INC	02/21/17	156.17
00705615	47571	CANON FINANCIAL SERVICES INC	02/21/17	359.47
00705616	47571	CANON FINANCIAL SERVICES INC	02/21/17	392.19
00705617	47571	CANON FINANCIAL SERVICES INC	02/21/17	526.37
00705618	47571	CANON FINANCIAL SERVICES INC	02/21/17	465.00
00705619	47571	CANON FINANCIAL SERVICES INC	02/21/17	322.00
00705620	47571	CANON FINANCIAL SERVICES INC	02/21/17	55.00
00705621	47571	CANON FINANCIAL SERVICES INC	02/21/17	267.00
00705622	47571	CANON FINANCIAL SERVICES INC	02/21/17	490.00
00705623	47571	CANON FINANCIAL SERVICES INC	02/21/17	487.25
00705624	47571	CANON FINANCIAL SERVICES INC	02/21/17	532.55
00705625	47571	CANON FINANCIAL SERVICES INC	02/21/17	317.26
00705627	5050	COLO DIST ATTORNEY COUNCIL	02/21/17	16.16
00705629	13049	COMMUNITY REACH CENTER	02/21/17	8,931.22
00705631	18404	DHE COMPUTER SYSTEMS LLC	02/21/17	20,837.10
00705633	8820091	EON OFFICE PRODUCTS	02/21/17	9,030.00
00705634	12689	GALLS LLC	02/21/17	2,060.93
00705636	8721	HILL & ROBBINS	02/21/17	282.25
00705638	286614	LEOPOLD TODD M	02/21/17	311.00
00705639	547834	LOPEZ MARCUS	02/21/17	407.00
00705641	4551	NEVE'S UNIFORMS INC	02/21/17	3,280.29
00705642	176327	PITNEY BOWES	02/21/17	1,400.28
00705643	163837	PTS OF AMERICA LLC	02/21/17	3,553.00
00705644	181669	RUNBECK ELECTION SERVICES	02/21/17	27,995.00

## 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>
00705647	42818	STATE OF COLORADO	02/21/17	4,256.97
00705649	7189	TOSHIBA FINANCIAL SERVICES	02/21/17	5,387.26
00705651	24560	WIRELESS ADVANCED COMMUNICATIO	02/21/17	85.00
00705652	35652	ABELMAN LAW OFFICE	02/21/17	19.00
00705653	77051	ALPINE CREDIT, INC	02/21/17	19.00
00705654	574631	BALDWIN MICHAEL W	02/21/17	19.00
00705655	574632	CASILLAS ARMANDO	02/21/17	19.00
00705656	57888	FRANCY LAW FIRM, PLLC	02/21/17	19.00
00705657	574633	FRASCONA JOINER GOODMAN AND GR	02/21/17	66.00
00705658	574634	GONZALES ANA EMILIA	02/21/17	19.00
00705659	574635	GREINER SUZANNE MARIA	02/21/17	19.00
00705660	358482	HOLST AND BOETTCHER	02/21/17	19.00
00705661	259756	KLASS PHILIP	02/21/17	264.00
00705662	574639	LARATTA JOHN	02/21/17	66.00
00705663	381372	MACHOL & JOHANNES, LLC	02/21/17	57.00
00705664	574640	MARCHAND JEFFERY DALE	02/21/17	19.00
00705665	574641	MEDINA MICHELLE OFELIA	02/21/17	19.00
00705666	570347	NELSON AND KENNARD	02/21/17	8.00
00705667	574642	PETERS JENNI	02/21/17	19.00
00705668	574643	SCHULTS RENEE	02/21/17	19.00
00705669	574644	SIMS LAW OFFICE	02/21/17	57.00
00705670	71946	SPRINGMAN, BRADEN, WILSON & PO	02/21/17	605.00
00705671	218715	TSCHETTER HAMRICK SULZER	02/21/17	3,884.00
00705672	574645	VILLAMACIEL JAVIER	02/21/17	19.00
00705673	27815	WAKEFIELD & ASSOCIATES INC	02/21/17	19.00
00705674	460797	NOVA CATERING	02/21/17	16,554.83
00705677	42779	ADAMS COUNTY COMMUNICATION CEN	02/22/17	175.00
00705679	91631	ADAMSON POLICE PRODUCTS	02/22/17	2,308.00
00705680	57143	BROOMFIELD CITY AND COUNTY	02/22/17	27,890.00
00705681	32456	CACCB	02/22/17	1,200.00
00705682	255001	COPYCO QUALITY PRINTING INC	02/22/17	240.00
00705683	255001	COPYCO QUALITY PRINTING INC	02/22/17	40.00
00705684	255001	COPYCO QUALITY PRINTING INC	02/22/17	40.00
00705685	255001	COPYCO QUALITY PRINTING INC	02/22/17	40.00
00705686	255001	COPYCO QUALITY PRINTING INC	02/22/17	40.00
00705687	255001	COPYCO QUALITY PRINTING INC	02/22/17	40.00

## Net Warrants by Fund Detail

1      General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00705688	255001	COPYCO QUALITY PRINTING INC	02/22/17	40.00
00705689	255001	COPYCO QUALITY PRINTING INC	02/22/17	40.00
00705690	255001	COPYCO QUALITY PRINTING INC	02/22/17	40.00
00705691	255001	COPYCO QUALITY PRINTING INC	02/22/17	40.00
00705692	255001	COPYCO QUALITY PRINTING INC	02/22/17	583.45
00705693	255001	COPYCO QUALITY PRINTING INC	02/22/17	291.73
00705694	255001	COPYCO QUALITY PRINTING INC	02/22/17	1,650.00
00705695	44656	DENVER HEALTH & HOSPITAL AUTHO	02/22/17	1,280.00
00705696	248103	DS WATERS OF AMERICA INC	02/22/17	237.10
00705697	510586	EGAN PRINTING CO	02/22/17	327.00
00705698	12689	GALLS LLC	02/22/17	1,160.73
00705699	573984	GIENGER PERRY A	02/22/17	63.00
00705701	38829	GRONDALSKI MALGORZATA	02/22/17	174.00
00705702	282501	JO MATTOON ASSOCIATES	02/22/17	625.00
00705703	426168	LAW OFFICE OF PARIS LUMB LLC	02/22/17	187.50
00705704	573983	MACIAS FRANCES	02/22/17	1.00
00705705	410402	MELONAKIS PATRICIA	02/22/17	174.00
00705706	573982	MUNOZ VILLALOBOS JESUS AARON	02/22/17	3.00
00705707	13422	NORTHGLENN AMBULANCE	02/22/17	724.50
00705708	486185	OPEN JUSTICE BROKER CONSORTIUM	02/22/17	20,000.00
00705709	73963	PERKINS COIE LLP	02/22/17	735.00
00705710	3752	REGIONAL AIR QUALITY COUNCIL	02/22/17	10,000.00
00705711	76397	ROWLAND CLAUDIA	02/22/17	16.05
00705712	13538	SHRED IT USA LLC	02/22/17	140.00
00705713	52553	SWEEPSTAKES UNLIMITED	02/22/17	30.00
00705714	330213	T MOBILE	02/22/17	50.00
00705715	573981	TAPIA RAMIREZ BARTOLO	02/22/17	167.00
00705716	491802	THREAD SHED CUSTOM EMBROIDERY	02/22/17	590.00
00705717	61565	TRANSLATION & INTERPRETING CEN	02/22/17	220.00
00705718	628772	TUCKER JENNIFER	02/22/17	734.94
00705719	28617	VERIZON WIRELESS	02/22/17	1,864.61
00705720	77845	VERTIQ SOFTWARE LLC	02/22/17	1,050.00
00705721	273265	W-INK	02/22/17	54.00
00705722	7117	WORLD CONNECTIONS TRAVEL	02/22/17	1,150.50
00705729	517827	ANDERSEN MADISON	02/23/17	18.73
00705731	322973	ARMORED KNIGHTS INC	02/23/17	1,994.64

## 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>
00705732	561848	BARR LAKE RV PARK	02/23/17	130.00
00705733	463401	BUSH MELVIN E	02/23/17	65.00
00705735	332630	CASTLE CHRISTOPHER	02/23/17	65.00
00705737	48089	COMCAST BUSINESS	02/23/17	1,700.00
00705738	274030	COMMUNICATION CONSTRUCTION & E	02/23/17	4,490.00
00705741	293123	ELSEROUGI, A J	02/23/17	65.00
00705743	87117	GRANICUS INC	02/23/17	4,200.00
00705745	32276	INSIGHT PUBLIC SECTOR	02/23/17	8,560.00
00705747	51392	METRO NORTH LTD	02/23/17	1,926.14
00705748	7722	MTN STATES EMPLOYERS	02/23/17	5,400.00
00705749	579541	NOREX INC	02/23/17	4,950.00
00705750	573416	NYHOLM STEWART E	02/23/17	65.00
00705751	33716	OLD VINE PINNACLE ASSOCIATES	02/23/17	800.00
00705752	33716	OLD VINE PINNACLE ASSOCIATES	02/23/17	800.00
00705753	573987	PUTMAN IRA EUGENE	02/23/17	65.00
00705754	88393	RECRUITING.COM	02/23/17	510.00
00705758	373844	SOLARWINDS WORLDWIDE LLC	02/23/17	7,638.63
00705759	315130	STANFIELD THOMSON	02/23/17	65.00
00705763	13951	TDS TELECOM	02/23/17	835.43
00705765	158184	UTILITY NOTIFICATION CENTER OF	02/23/17	207.35
00705766	438094	VALTAKIS AARON	02/23/17	65.00
00705768	40340	WINDSTREAM COMMUNICATIONS	02/23/17	2,233.00
00705769	579705	WROBLEWSKI GREG	02/23/17	100.00
00705770	473336	ZAYO GROUP HOLDINGS INC	02/23/17	1,975.00
00705774	40398	CINTAS CORPORATION #66	02/24/17	136.71
00705775	5238	COLO COUNTY TREASURERS ASSN	02/24/17	400.00
00705779	483578	HEIT TALIA	02/24/17	36.92
00705780	79260	IDEXX DISTRIBUTION INC	02/24/17	772.02
00705781	13591	MWI VETERINARY SUPPLY CO	02/24/17	2,300.60
00705782	308437	RANDSTAD US LP	02/24/17	761.00
00705787	338508	WRIGHTWAY INDUSTRIES INC	02/24/17	594.50
00705788	473336	ZAYO GROUP HOLDINGS INC	02/24/17	1,975.00

**Fund Total****253,663.00**

## 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>
00705599	8579	AGFINITY INC	02/21/17	26.10
00705600	302764	AGFINITY INC	02/21/17	360.07
00705603	12012	ALSCO AMERICAN INDUSTRIAL	02/21/17	119.51
00705604	9822	BUCKEYE WELDING SUPPLY CO INC	02/21/17	26.00
00705628	64104	COLO POWDER COATING	02/21/17	276.00
00705630	13359	DEN COL SUPPLY	02/21/17	281.09
00705632	13404	E & G TERMINAL INC	02/21/17	163.49
00705635	804964	GRAINGER	02/21/17	119.73
00705637	2202	INTERSTATE BATTERY OF ROCKIES	02/21/17	67.90
00705640	41651	NAPA	02/21/17	11.92
00705646	471640	SOUTHERN LINKS INC	02/21/17	43.29
00705650	7499	UNDERCOVER CANVAS LLC	02/21/17	188.00
<b>Fund Total</b>				<b>1,683.10</b>

## 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>
00705597	11657	A & E TIRE INC	02/21/17	2,036.26
00705645	16237	SAM HILL OIL INC	02/21/17	12,868.40
00705739	40977	DANIELS LONG CHEVROLET	02/23/17	42,838.00
00705764	44409	TRANSWEST TRAILERS INC	02/23/17	89,929.65
<b>Fund Total</b>				<b>147,672.31</b>

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>
00705744	354424	H&A CONCRETE SAWING INC	02/23/17	7,558.00
<b>Fund Total</b>				<b>7,558.00</b>

Net Warrants by Fund Detail

19

Insurance Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00705734	579706	CAMBLIN KEITH	02/23/17	3,545.00
<b>Fund Total</b>				<b>3,545.00</b>

Net Warrants by Fund Detail

24

Conservation Trust Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00705648	266133	STREAM DESIGN LLC	02/21/17	3,616.00
<b>Fund Total</b>				<b>3,616.00</b>

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>
00705771	535096	B & B ENVIRONMENTAL SAFETY INC	02/24/17	3,402.27
<b>Fund Total</b>				<b>3,402.27</b>

Net Warrants by Fund Detail

30      Community Dev Block Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00705678	13047	ADAMS COUNTY HOUSING AUTHORITY	02/22/17	4,660.00
00705700	105067	GOLDEN WEST PLUMBING & DRAIN S	02/22/17	8,938.00
			<b>Fund Total</b>	<b>13,598.00</b>

## 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>
00705730	90536	ANDREWS PRODUCE INC	02/23/17	6,755.12
00705736	166025	CHILDRENS HOSPITAL	02/23/17	2,520.00
00705746	6192	MEADOW GOLD DAIRY	02/23/17	577.45
00705762	13770	SYSCO DENVER	02/23/17	469.42
00705772	37266	CENTURY LINK	02/24/17	123.52
00705773	37266	CENTURY LINK	02/24/17	167.44
00705776	2157	COLO OCCUPATIONAL MEDICINE PHY	02/24/17	75.00
00705778	248250	HAFFKE HEATHER	02/24/17	8.56
00705783	13770	SYSCO DENVER	02/24/17	203.30
00705784	28573	VERIZON WIRELESS	02/24/17	1,232.51
00705785	31360	WESTMINSTER PRESBYTERIAN CHURC	02/24/17	2,095.40
00705786	59983	WESTMINSTER PUBLIC SCHOOLS	02/24/17	15,244.46
<b>Fund Total</b>				<b>29,472.18</b>

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>
00705675	418800	SPIVEY PAMELA	02/21/17	24.10
<b>Fund Total</b>				<b>24.10</b>

**County of Adams**  
**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>
00705777	2157	COLO OCCUPATIONAL MEDICINE PHY	02/24/17	75.00
<b>Fund Total</b>				<b>75.00</b>

## Net Warrants by Fund Detail

43Front Range Airport

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00705740	96944	DIVISION OF OIL AND PUBLIC SAF	02/23/17	30.00
00705742	258674	GO UP ELEVATOR INSPECTION SERV	02/23/17	180.00
00705756	366395	RUPPEL DAVID	02/23/17	259.00
00705757	37110	SB PORTA BOWL RESTROOMS INC	02/23/17	383.00
00705760	33604	STATE OF COLORADO	02/23/17	627.00
00705761	33604	STATE OF COLORADO	02/23/17	321.00
00705767	80279	VERIZON WIRELESS	02/23/17	631.99
			<b>Fund Total</b>	<b>2,431.99</b>

**County of Adams**  
**Net Warrants by Fund Detail**

44

Water and Wastewater Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00705755	44131	ROGGEN FARMERS ELEVATOR ASSN	02/23/17	365.70
<b>Fund Total</b>				<b>365.70</b>

**County of Adams**  
**Net Warrants by Fund Detail**

94

**Sheriff Payables**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00705626	33480	COLO BUREAU OF INVESTIGATION	02/21/17	12,738.00
			<b>Fund Total</b>	<b>12,738.00</b>

**County of Adams**  
**Net Warrants by Fund Detail**

**Grand Total**      479,844.65

**County of Adams**  
**Vendor Payment Report**

<u>9418</u>	<u>Administrative Cost Pool</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	SPIVEY PAMELA	00034	890407	271541	02/21/17	<u>24.10</u>
					Account Total	<u>24.10</u>
					Department Total	<u><u>24.10</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>4302</u>	<u>Airport Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	VERIZON WIRELESS	00043	890403	271536	02/21/17	591.82
					Account Total	591.82
	Travel & Transportation					
	RUPPEL DAVID	00043	890402	271536	02/21/17	259.00
					Account Total	259.00
					Department Total	850.82

**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>
	Equipment Maint & Repair					
	GO UP ELEVATOR INSPECTION SERV	00043	890431	271564	02/21/17	180.00
					Account Total	180.00
	Licenses and Fees					
	DIVISION OF OIL AND PUBLIC SAF	00043	890430	271564	02/21/17	30.00
					Account Total	30.00
					Department Total	210.00

**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>
	Licenses and Fees					
	STATE OF COLORADO	00043	890404	271538	02/21/17	.64
	STATE OF COLORADO	00043	890405	271538	02/21/17	.91
					Account Total	1.55
	Telephone					
	VERIZON WIRELESS	00043	890403	271536	02/21/17	40.17
					Account Total	40.17
					Department Total	41.72

**County of Adams**  
**Vendor Payment Report**

<u>2051</u>	<u>ANS - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Temporary Labor					
	RANDSTAD US LP	00001	890633	271842	02/24/17	<u>761.00</u>
					Account Total	<u>761.00</u>
					Department Total	<u><u>761.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>2054</u>	<u>ANS - Volunteer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	HEIT TALIA	00001	890634	271842	02/24/17	<u>36.92</u>
					Account Total	<u>36.92</u>
					Department Total	<u><u>36.92</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1024</u>	<u>Budget Office</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	JO MATTOON ASSOCIATES	00001	890439	271609	02/22/17	625.00
					Account Total	625.00
	Operating Supplies					
	EGAN PRINTING CO	00001	890440	271609	02/22/17	327.00
					Account Total	327.00
					Department Total	952.00

**County of Adams**  
**Vendor Payment Report**

<u>3064</u>	<u>Building Safety</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Uniforms & Cleaning					
	WROBLEWSKI GREG	00001	890575	271748	02/23/17	<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>9275</u>	<u>Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	VERTIQ SOFTWARE LLC	00001	890455	271625	02/22/17	1,050.00
					Account Total	1,050.00
	Membership Dues					
	CACCB	00001	890456	271625	02/22/17	1,200.00
					Account Total	1,200.00
	Operating Supplies					
	SHRED IT USA LLC	00001	890453	271625	02/22/17	30.00
	SHRED IT USA LLC	00001	890454	271625	02/22/17	30.00
					Account Total	60.00
					Department Total	2,310.00

**County of Adams**  
**Vendor Payment Report**

<u>24</u>	<u>Conservation Trust Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	STREAM DESIGN LLC	00024	890361	271519	02/21/17	<u>3,616.00</u>
					Account Total	<u>3,616.00</u>
					Department Total	<u><u>3,616.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1041</u>	<u>County Assessor</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	GRONDALSKI MALGORZATA	00001	890380	271524	02/21/17	174.00
	MELONAKIS PATRICIA	00001	890381	271524	02/21/17	174.00
					Account Total	348.00
					Department Total	348.00

**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>
	Consultant Services					
	LAW OFFICE OF PARIS LUMB LLC	00001	890253	271318	02/17/17	187.50
	PERKINS COIE LLP	00001	890255	271318	02/17/17	735.00
					Account Total	922.50
	Other Professional Serv					
	SWEEPSTAKES UNLIMITED	00001	890254	271318	02/17/17	30.00
					Account Total	30.00
					Department Total	952.50

**County of Adams**  
**Vendor Payment Report**

<u>1012</u>	<u>County Manager</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	LEOPOLD TODD M	00001	890354	271518	02/21/17	<u>311.00</u>
					Account Total	<u>311.00</u>
					Department Total	<u><u>311.00</u></u>

**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>
	Membership Dues					
	COLO COUNTY TREASURERS ASSN	00001	890632	271785	02/23/17	<u>400.00</u>
					Account Total	<u>400.00</u>
					Department Total	<u><u>400.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>941016</u>	<u>CDBG</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Institutions					
	GOLDEN WEST PLUMBING & DRAIN S	00030	890209	271234	02/16/17	<u>8,938.00</u>
					Account Total	<u>8,938.00</u>
					Department Total	<u><u>8,938.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1022</u>	<u>CLK Elections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	ANDERSEN MADISON	00001	890574	271748	02/23/17	<u>18.73</u>
					Account Total	<u>18.73</u>
					Department Total	<u><u>18.73</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1023</u>	<u>CLK Motor Vehicle</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00001	889851	270906	02/13/17	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	889852	270906	02/13/17	16.21
	ALSCO AMERICAN INDUSTRIAL	00001	889853	270906	02/13/17	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	889854	270906	02/13/17	18.41
	ALSCO AMERICAN INDUSTRIAL	00001	889855	270906	02/13/17	16.21
					Account Total	104.61
	Security Service					
	ALLIED BARTON SECURITY SERVICE	00001	889856	270906	02/13/17	1,533.54
	ALLIED BARTON SECURITY SERVICE	00001	889857	270906	02/13/17	1,283.64
					Account Total	2,817.18
					Department Total	2,921.79

**County of Adams**  
**Vendor Payment Report**

<u>936016</u>	<u>CPP SD12</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	SCHOOL DISTRICT 50	00031	890419	271551	02/21/17	2,177.78
	SCHOOL DISTRICT 50	00031	890420	271551	02/21/17	2,177.78
					Account Total	<u>4,355.56</u>
					Department Total	<u><u>4,355.56</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	890346	271514	02/21/17	126.00
	COLO DIST ATTORNEY COUNCIL	00001	890351	271514	02/21/17	16.16
					Account Total	142.16
	DA Services - Broomfield					
	BROOMFIELD CITY AND COUNTY	00001	890429	271563	12/31/16	27,890.00
					Account Total	27,890.00
	Mileage Reimbursements					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	890346	271514	02/21/17	24.00
					Account Total	24.00
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	890349	271514	02/21/17	206.79
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	890349	271514	02/21/17	266.97
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	890349	271514	02/21/17	30.05
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	890349	271514	02/21/17	154.66
					Account Total	658.47
					Department Total	28,714.63

**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	890358	271519	02/21/17	629.88
	A & E TIRE INC	00006	890359	271519	02/21/17	1,406.38
	DANIELS LONG CHEVROLET	00006	890595	271750	02/23/17	21,419.00
	DANIELS LONG CHEVROLET	00006	890596	271750	02/23/17	21,419.00
	SAM HILL OIL INC	00006	890360	271519	02/21/17	12,868.40
	TRANSWEST TRAILERS INC	00006	890594	271750	02/23/17	89,929.65
					Account Total	147,672.31
					Department Total	147,672.31

**County of Adams**  
**Vendor Payment Report**

<u>6031</u>	<u>Extension- Soil Conservation</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	TUCKER JENNIFER	00001	890437	271609	02/22/17	<u>734.94</u>
					Account Total	<u>734.94</u>
					Department Total	<u><u>734.94</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	890404	271538	02/21/17	626.36
	STATE OF COLORADO	00043	890405	271538	02/21/17	320.09
					Account Total	<u>946.45</u>
					Department Total	<u><u>946.45</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					
	ALLIED BARTON SECURITY SERVICE	00001	890356	271519	02/21/17	57.49
	ALLIED BARTON SECURITY SERVICE	00001	890356	271519	02/21/17	1,338.14
	ARMORED KNIGHTS INC	00001	890579	271750	02/23/17	332.44
	ARMORED KNIGHTS INC	00001	890579	271750	02/23/17	332.44
	ARMORED KNIGHTS INC	00001	890579	271750	02/23/17	332.44
	ARMORED KNIGHTS INC	00001	890579	271750	02/23/17	332.44
	ARMORED KNIGHTS INC	00001	890579	271750	02/23/17	332.44
	ARMORED KNIGHTS INC	00001	890579	271750	02/23/17	332.44
	ARMORED KNIGHTS INC	00001	890579	271750	02/23/17	332.44
	CANON FINANCIAL SERVICES INC	00001	890308	271359	02/17/17	35.00
	CANON FINANCIAL SERVICES INC	00001	890309	271359	02/17/17	132.00
	CANON FINANCIAL SERVICES INC	00001	890310	271359	02/17/17	190.00
	CANON FINANCIAL SERVICES INC	00001	890311	271359	02/17/17	325.00
	CANON FINANCIAL SERVICES INC	00001	890312	271359	02/17/17	325.00
	CANON FINANCIAL SERVICES INC	00001	890313	271359	02/17/17	325.00
	CANON FINANCIAL SERVICES INC	00001	890314	271359	02/17/17	425.00
	CANON FINANCIAL SERVICES INC	00001	890315	271359	02/17/17	125.00
	CANON FINANCIAL SERVICES INC	00001	890316	271359	02/17/17	265.78
	CANON FINANCIAL SERVICES INC	00001	890317	271359	02/17/17	156.17
	CANON FINANCIAL SERVICES INC	00001	890318	271359	02/17/17	359.47
	CANON FINANCIAL SERVICES INC	00001	890319	271359	02/17/17	392.19
	CANON FINANCIAL SERVICES INC	00001	890320	271359	02/17/17	526.37
	CANON FINANCIAL SERVICES INC	00001	890321	271359	02/17/17	465.00
	CANON FINANCIAL SERVICES INC	00001	890322	271359	02/17/17	322.00
	CANON FINANCIAL SERVICES INC	00001	890323	271359	02/17/17	55.00
	CANON FINANCIAL SERVICES INC	00001	890324	271359	02/17/17	267.00
	CANON FINANCIAL SERVICES INC	00001	890325	271359	02/17/17	490.00
	CANON FINANCIAL SERVICES INC	00001	890326	271359	02/17/17	487.25
	CANON FINANCIAL SERVICES INC	00001	890327	271359	02/17/17	532.55
	CANON FINANCIAL SERVICES INC	00001	890328	271359	02/17/17	317.26
	CINTAS CORPORATION #66	00001	890626	271783	02/23/17	136.71
	COMMUNITY REACH CENTER	00001	890098	271146	02/15/17	8,931.22
	DHE COMPUTER SYSTEMS LLC	00001	890099	271146	02/15/17	20,837.10
	EON OFFICE PRODUCTS	00001	890194	271228	02/16/17	9,030.00
	GALLS LLC	00001	890195	271228	02/16/17	152.36
	GALLS LLC	00001	890196	271228	02/16/17	114.45

**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>
	GALLS LLC	00001	890197	271228	02/16/17	554.94
	GALLS LLC	00001	890200	271228	02/16/17	1,162.50
	GALLS LLC	00001	890200	271228	02/16/17	76.68
	GRANICUS INC	00001	890582	271750	02/23/17	4,200.00
	HILL & ROBBINS	00001	890355	271519	02/21/17	282.25
	IDEXX DISTRIBUTION INC	00001	890629	271783	02/23/17	772.02
	INSIGHT PUBLIC SECTOR	00001	890583	271750	02/23/17	8,560.00
	LOPEZ MARCUS	00001	890225	271228	02/16/17	407.00
	METRO NORTH LTD	00001	890597	271750	02/23/17	963.07
	METRO NORTH LTD	00001	890598	271750	02/23/17	963.07
	MWI VETERINARY SUPPLY CO	00001	890622	271783	02/23/17	15.46
	MWI VETERINARY SUPPLY CO	00001	890623	271783	02/23/17	950.25
	MWI VETERINARY SUPPLY CO	00001	890624	271783	02/23/17	7.91
	MWI VETERINARY SUPPLY CO	00001	890625	271783	02/23/17	16.53
	MWI VETERINARY SUPPLY CO	00001	890628	271783	02/23/17	836.35
	MWI VETERINARY SUPPLY CO	00001	890630	271783	02/23/17	474.10
	NEVE'S UNIFORMS INC	00001	890201	271228	02/16/17	43.76
	NEVE'S UNIFORMS INC	00001	890202	271228	02/16/17	119.95
	NEVE'S UNIFORMS INC	00001	890203	271228	02/16/17	140.85
	NEVE'S UNIFORMS INC	00001	890204	271228	02/16/17	93.90
	NEVE'S UNIFORMS INC	00001	890205	271228	02/16/17	73.95
	NEVE'S UNIFORMS INC	00001	890206	271228	02/16/17	322.90
	NEVE'S UNIFORMS INC	00001	890207	271228	02/16/17	172.90
	NEVE'S UNIFORMS INC	00001	890211	271228	02/16/17	56.95
	NEVE'S UNIFORMS INC	00001	890212	271228	02/16/17	52.95
	NEVE'S UNIFORMS INC	00001	890214	271228	02/16/17	84.90
	NEVE'S UNIFORMS INC	00001	890215	271228	02/16/17	105.90
	NEVE'S UNIFORMS INC	00001	890216	271228	02/16/17	170.85
	NEVE'S UNIFORMS INC	00001	890217	271228	02/16/17	105.90
	NEVE'S UNIFORMS INC	00001	890218	271228	02/16/17	162.85
	NEVE'S UNIFORMS INC	00001	890219	271228	02/16/17	146.85
	NEVE'S UNIFORMS INC	00001	890220	271228	02/16/17	117.95
	NEVE'S UNIFORMS INC	00001	890221	271228	02/16/17	5.95
	NEVE'S UNIFORMS INC	00001	890222	271228	02/16/17	5.95
	NEVE'S UNIFORMS INC	00001	890223	271228	02/16/17	1,099.78
	NEVE'S UNIFORMS INC	00001	890224	271228	02/16/17	195.30

**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>
	NOVA CATERING	00001	890406	271539	02/21/17	16,554.83
	OLD VINE PINNACLE ASSOCIATES	00001	890599	271750	02/23/17	800.00
	OLD VINE PINNACLE ASSOCIATES	00001	890600	271750	02/23/17	800.00
	OPEN JUSTICE BROKER CONSORTIUM	00001	890438	271612	02/22/17	20,000.00
	PITNEY BOWES	00001	890103	271146	02/15/17	1,400.28
	PTS OF AMERICA LLC	00001	890106	271146	02/15/17	808.00
	PTS OF AMERICA LLC	00001	890107	271146	02/15/17	1,412.00
	PTS OF AMERICA LLC	00001	890108	271146	02/15/17	1,333.00
	RECRUITING.COM	00001	890580	271750	02/23/17	255.00
	RECRUITING.COM	00001	890580	271750	02/23/17	255.00
	RUNBECK ELECTION SERVICES	00001	890390	271519	02/21/17	27,995.00
	SOLARWINDS WORLDWIDE LLC	00001	890603	271750	02/23/17	5,443.41
	SOLARWINDS WORLDWIDE LLC	00001	890603	271750	02/23/17	2,195.22
	STATE OF COLORADO	00001	890389	271519	02/21/17	4,256.97
	TOSHIBA FINANCIAL SERVICES	00001	890104	271146	02/15/17	2,871.02
	TOSHIBA FINANCIAL SERVICES	00001	890104	271146	02/15/17	1,278.28
	TOSHIBA FINANCIAL SERVICES	00001	890104	271146	02/15/17	187.44
	TOSHIBA FINANCIAL SERVICES	00001	890104	271146	02/15/17	1,050.52
	WIRELESS ADVANCED COMMUNICATIO	00001	890105	271146	02/15/17	85.00
	WRIGHTWAY INDUSTRIES INC	00001	890627	271783	02/23/17	594.50
	ZAYO GROUP HOLDINGS INC	00001	890601	271750	02/23/17	1,975.00
	ZAYO GROUP HOLDINGS INC	00001	890631	271783	02/23/17	1,975.00
					Account Total	<u>166,158.04</u>
					Department Total	<u><u>166,158.04</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>
	Equipment Rental					
	BUCKEYE WELDING SUPPLY CO INC	00005	890294	271346	02/17/17	26.00
					Account Total	26.00
	Fuel, Gas & Oil					
	AGFINITY INC	00005	890288	271346	02/17/17	74.89
	AGFINITY INC	00005	890289	271346	02/17/17	285.18
					Account Total	360.07
	Grounds Maintenance					
	AGFINITY INC	00005	890290	271346	02/17/17	26.10
	SOUTHERN LINKS INC	00005	890306	271346	02/17/17	43.29
					Account Total	69.39
	Repair & Maint Supplies					
	ALSCO AMERICAN INDUSTRIAL	00005	890291	271346	02/17/17	38.57
	ALSCO AMERICAN INDUSTRIAL	00005	890292	271346	02/17/17	40.47
	ALSCO AMERICAN INDUSTRIAL	00005	890293	271346	02/17/17	40.47
	DEN COL SUPPLY	00005	890296	271346	02/17/17	44.96
	DEN COL SUPPLY	00005	890297	271346	02/17/17	236.13
	E & G TERMINAL INC	00005	890298	271346	02/17/17	137.59
	E & G TERMINAL INC	00005	890299	271346	02/17/17	25.90
	GRAINGER	00005	890300	271346	02/17/17	41.41
	GRAINGER	00005	890301	271346	02/17/17	5.68
	GRAINGER	00005	890302	271346	02/17/17	6.40
	GRAINGER	00005	890303	271346	02/17/17	66.24
					Account Total	683.82
	Vehicle Parts & Supplies					
	COLO POWDER COATING	00005	890295	271346	02/17/17	276.00
	INTERSTATE BATTERY OF ROCKIES	00005	890304	271346	02/17/17	67.90
	NAPA	00005	890305	271346	02/17/17	11.92
	UNDERCOVER CANVAS LLC	00005	890307	271346	02/17/17	188.00
					Account Total	543.82
					Department Total	1,683.10

**County of Adams**  
**Vendor Payment Report**

<u>9252</u>	<u>GF- Admin/Org Support</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	MTN STATES EMPLOYERS	00001	890604	271748	02/23/17	5,400.00
	REGIONAL AIR QUALITY COUNCIL	00001	890441	271609	02/22/17	10,000.00
					Account Total	<u>15,400.00</u>
					Department Total	<u><u>15,400.00</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					
	ANDREWS PRODUCE INC	00031	890584	271750	02/23/17	2,444.20
	ANDREWS PRODUCE INC	00031	890584	271750	02/23/17	117.91
	ANDREWS PRODUCE INC	00031	890585	271750	02/23/17	499.89
	ANDREWS PRODUCE INC	00031	890586	271750	02/23/17	3,221.38
	ANDREWS PRODUCE INC	00031	890586	271750	02/23/17	471.74
	CHILDRENS HOSPITAL	00031	890587	271750	02/23/17	2,520.00
	MEADOW GOLD DAIRY	00031	890588	271750	02/23/17	155.65
	MEADOW GOLD DAIRY	00031	890589	271750	02/23/17	138.50
	MEADOW GOLD DAIRY	00031	890590	271750	02/23/17	152.35
	MEADOW GOLD DAIRY	00031	890591	271750	02/23/17	84.90
	MEADOW GOLD DAIRY	00031	890592	271750	02/23/17	46.05
	SYSCO DENVER	00031	890593	271750	02/23/17	469.42
					Account Total	10,321.99
					Department Total	10,321.99

**County of Adams**  
**Vendor Payment Report**

<u>935117</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	SCHOOL DISTRICT 50	00031	890421	271551	02/21/17	2,177.78
	SCHOOL DISTRICT 50	00031	890422	271551	02/21/17	2,177.78
	SCHOOL DISTRICT 50	00031	890423	271551	02/21/17	2,177.78
	SCHOOL DISTRICT 50	00031	890424	271551	02/21/17	2,177.78
	SCHOOL DISTRICT 50	00031	890425	271551	02/21/17	2,177.78
	WESTMINSTER PRESBYTERIAN CHURC	00031	890418	271551	02/21/17	2,095.40
					Account Total	12,984.30
	Food Supplies					
	SYSCO DENVER	00031	890416	271551	02/21/17	203.30
					Account Total	203.30
	Medical Services					
	COLO OCCUPATIONAL MEDICINE PHY	00031	890413	271551	02/21/17	75.00
					Account Total	75.00
	Mileage Reimbursements					
	HAFFKE HEATHER	00031	890415	271551	02/21/17	8.56
					Account Total	8.56
	Other Communications					
	VERIZON WIRELESS	00031	890417	271551	02/21/17	930.32
	VERIZON WIRELESS	00031	890417	271551	02/21/17	302.19
					Account Total	1,232.51
	Telephone					
	CENTURY LINK	00031	890411	271551	02/21/17	123.52
	CENTURY LINK	00031	890412	271551	02/21/17	167.44
					Account Total	290.96
					Department Total	14,794.63

**County of Adams**  
**Vendor Payment Report**

<u>961016</u>	<u>HOME</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	ADAMS COUNTY HOUSING AUTHORITY	00030	890210	271234	02/16/17	<u>4,660.00</u>
					Account Total	<u>4,660.00</u>
					Department Total	<u><u>4,660.00</u></u>

**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					
	CAMBLIN KEITH	00019	890577	271748	02/23/17	<u>3,545.00</u>
					Account Total	<u>3,545.00</u>
					Department Total	<u><u>3,545.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1056</u>	<u>IT Help Desk &amp; Servers</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	NOREX INC	00001	890460	271631	02/22/17	<u>4,950.00</u>
					Account Total	<u>4,950.00</u>
					Department Total	<u><u>4,950.00</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>
	ISP Services					
	COMCAST BUSINESS	00001	890458	271631	02/22/17	1,700.00
					Account Total	1,700.00
	Other Professional Serv					
	COMMUNICATION CONSTRUCTION & E	00001	889780	270794	02/10/17	2,650.00
	COMMUNICATION CONSTRUCTION & E	00001	889781	270794	02/10/17	400.00
	COMMUNICATION CONSTRUCTION & E	00001	890457	271631	02/22/17	1,440.00
	UTILITY NOTIFICATION CENTER OF	00001	889779	270794	02/10/17	207.35
					Account Total	4,697.35
	Telephone					
	TDS TELECOM	00001	890576	271748	02/23/17	835.43
	WINDSTREAM COMMUNICATIONS	00001	890578	271748	02/23/17	2,233.00
					Account Total	3,068.43
					Department Total	9,465.78

**County of Adams**  
**Vendor Payment Report**

<u>1089</u>	<u>PLN- Boards &amp; 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	890348	271515	02/21/17	65.00
	CASTLE CHRISTOPHER	00001	890343	271513	02/21/17	65.00
	ELSEROUGI, A J	00001	890345	271513	02/21/17	65.00
	NYHOLM STEWART E	00001	890352	271515	02/21/17	65.00
	PUTMAN IRA EUGENE	00001	890350	271515	02/21/17	65.00
	STANFIELD THOMSON	00001	890347	271515	02/21/17	65.00
	VALTAKIS AARON	00001	890344	271513	02/21/17	65.00
					Account Total	455.00
					Department Total	455.00

**County of Adams**  
**Vendor Payment Report**

<u>13</u>	<u>Road &amp; Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	H&A CONCRETE SAWING INC	00013	890581	271750	02/23/17	<u>7,558.00</u>
					Account Total	<u>7,558.00</u>
					Department Total	<u><u>7,558.00</u></u>

**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					
	TAPIA RAMIREZ BARTOLO	00094	890281	271313	02/17/17	15.00
					Account Total	15.00
	Family Friendly Fee					
	TAPIA RAMIREZ BARTOLO	00094	890281	271313	02/17/17	1.00
					Account Total	1.00
	Fingerprint Cards - CBI					
	COLO BUREAU OF INVESTIGATION	00094	890096	271136	02/15/17	12,738.00
					Account Total	12,738.00
	State Surcharge					
	TAPIA RAMIREZ BARTOLO	00094	890281	271313	02/17/17	16.00
					Account Total	16.00
					Department Total	<u>12,770.00</u>

**County of Adams**  
**Vendor Payment Report**

<u>2014</u>	<u>Sheriff-Professional Standards</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	890287	271313	02/17/17	153.64
					Account Total	153.64
					Department Total	153.64

**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>
	Concealed Handgun Permit Fees					
	GIENGER PERRY A	00001	890274	271313	02/17/17	63.00
					Account Total	63.00
	Other Communications					
	VERIZON WIRELESS	00001	890287	271313	02/17/17	212.45
					Account Total	212.45
	Uniforms & Cleaning					
	GALLS LLC	00001	890273	271313	02/17/17	195.00
					Account Total	195.00
					Department Total	470.45

**County of Adams**  
**Vendor Payment Report**

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	890287	271313	02/17/17	198.72
					Account Total	198.72
	Sheriff's Fees					
	ABELMAN LAW OFFICE	00001	889974	271111	02/15/17	19.00
	ALPINE CREDIT, INC	00001	889975	271111	02/15/17	19.00
	BALDWIN MICHAEL W	00001	890019	271111	02/15/17	19.00
	BARR LAKE RV PARK	00001	890573	271748	02/23/17	130.00
	CASILLAS ARMANDO	00001	890020	271111	02/15/17	19.00
	FRANCY LAW FIRM, PLLC	00001	889976	271111	02/15/17	19.00
	FRASCONA JOINER GOODMAN AND GR	00001	890021	271111	02/15/17	66.00
	GONZALES ANA EMILIA	00001	890022	271111	02/15/17	19.00
	GREINER SUZANNE MARIA	00001	890023	271111	02/15/17	19.00
	HOLST AND BOETTCHER	00001	889977	271111	02/15/17	19.00
	KLASS PHILIP	00001	889978	271111	02/15/17	66.00
	KLASS PHILIP	00001	889979	271111	02/15/17	66.00
	KLASS PHILIP	00001	889980	271111	02/15/17	66.00
	KLASS PHILIP	00001	889981	271111	02/15/17	66.00
	LARATTA JOHN	00001	890024	271111	02/15/17	66.00
	MACHOL & JOHANNES, LLC	00001	889982	271111	02/15/17	19.00
	MACHOL & JOHANNES, LLC	00001	889983	271111	02/15/17	19.00
	MACHOL & JOHANNES, LLC	00001	889984	271111	02/15/17	19.00
	MARCHAND JEFFERY DALE	00001	890095	271111	02/15/17	19.00
	MEDINA MICHELLE OFELIA	00001	890026	271111	02/15/17	19.00
	NELSON AND KENNARD	00001	889985	271111	02/15/17	8.00
	PETERS JENNI	00001	890027	271111	02/15/17	19.00
	SCHULTS RENEE	00001	890028	271111	02/15/17	19.00
	SIMS LAW OFFICE	00001	890029	271111	02/15/17	19.00
	SIMS LAW OFFICE	00001	890030	271111	02/15/17	19.00
	SIMS LAW OFFICE	00001	890031	271111	02/15/17	19.00
	SPRINGMAN, BRADEN, WILSON & PO	00001	889986	271111	02/15/17	66.00
	SPRINGMAN, BRADEN, WILSON & PO	00001	889987	271111	02/15/17	66.00
	SPRINGMAN, BRADEN, WILSON & PO	00001	889988	271111	02/15/17	66.00
	SPRINGMAN, BRADEN, WILSON & PO	00001	889989	271111	02/15/17	66.00
	SPRINGMAN, BRADEN, WILSON & PO	00001	889990	271111	02/15/17	66.00

**County of Adams**  
**Vendor Payment Report**

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	SPRINGMAN, BRADEN, WILSON & PO	00001	889991	271111	02/15/17	137.00
	SPRINGMAN, BRADEN, WILSON & PO	00001	889992	271111	02/15/17	138.00
	TSCHETTER HAMRICK SULZER	00001	890094	271111	02/15/17	3,884.00
	VILLAMACIEL JAVIER	00001	890032	271111	02/15/17	19.00
	WAKEFIELD & ASSOCIATES INC	00001	889993	271111	02/15/17	19.00
					Account Total	5,403.00
					Department Total	5,601.72

**County of Adams**  
**Vendor Payment Report**

<u>2016</u>	<u>SHF- Detective Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Interpreting Services					
	TRANSLATION & INTERPRETING CEN	00001	890283	271313	02/17/17	220.00
					Account Total	220.00
	Mileage Reimbursements					
	ROWLAND CLAUDIA	00001	890279	271313	02/17/17	16.05
					Account Total	16.05
	Other Professional Serv					
	T MOBILE	00001	890284	271313	02/17/17	50.00
					Account Total	50.00
					Department Total	286.05

**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>
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	890270	271313	02/17/17	62.00
	SHRED IT USA LLC	00001	890280	271313	02/17/17	80.00
					Account Total	142.00
	Other Communications					
	VERIZON WIRELESS	00001	890287	271313	02/17/17	304.99
					Account Total	304.99
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	890251	271313	02/17/17	240.00
	COPYCO QUALITY PRINTING INC	00001	890264	271313	02/17/17	583.45
	COPYCO QUALITY PRINTING INC	00001	890265	271313	02/17/17	291.73
	COPYCO QUALITY PRINTING INC	00001	890266	271313	02/17/17	1,650.00
					Account Total	2,765.18
	Security Service					
	DENVER HEALTH & HOSPITAL AUTHO	00001	890267	271313	02/17/17	1,280.00
					Account Total	1,280.00
	Uniforms & Cleaning					
	ADAMSON POLICE PRODUCTS	00001	890248	271313	02/17/17	1,748.00
					Account Total	1,748.00
					Department Total	6,240.17

**County of Adams**  
**Vendor Payment Report**

<u>2081</u>	<u>SHF- Donated Programs</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Special Events					
	THREAD SHED CUSTOM EMBROIDERY	00001	890282	271313	02/17/17	590.00
	W-INK	00001	890286	271313	02/17/17	54.00
					Account Total	<u>644.00</u>
					Department Total	<u><u>644.00</u></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>
	Other Communications					
	VERIZON WIRELESS	00001	890287	271313	02/17/17	<u>29.20</u>
					Account Total	<u>29.20</u>
					Department Total	<u><u>29.20</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>2010</u>	<u>SHF- MIS Unit</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	890287	271313	02/17/17	<u>62.36</u>
					Account Total	<u>62.36</u>
					Department Total	<u><u>62.36</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>
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	890268	271313	02/17/17	156.25
	DS WATERS OF AMERICA INC	00001	890269	271313	02/17/17	18.85
					Account Total	175.10
	Other Communications					
	VERIZON WIRELESS	00001	890287	271313	02/17/17	675.05
					Account Total	675.05
	Other Repair & Maint					
	ADAMS COUNTY COMMUNICATION CEN	00001	890245	271313	02/17/17	175.00
					Account Total	175.00
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	890252	271313	02/17/17	40.00
	COPYCO QUALITY PRINTING INC	00001	890256	271313	02/17/17	40.00
	COPYCO QUALITY PRINTING INC	00001	890257	271313	02/17/17	40.00
	COPYCO QUALITY PRINTING INC	00001	890258	271313	02/17/17	40.00
	COPYCO QUALITY PRINTING INC	00001	890259	271313	02/17/17	40.00
	COPYCO QUALITY PRINTING INC	00001	890260	271313	02/17/17	40.00
	COPYCO QUALITY PRINTING INC	00001	890261	271313	02/17/17	40.00
	COPYCO QUALITY PRINTING INC	00001	890262	271313	02/17/17	40.00
					Account Total	320.00
	Uniforms & Cleaning					
	ADAMSON POLICE PRODUCTS	00001	890247	271313	02/17/17	400.00
	ADAMSON POLICE PRODUCTS	00001	890249	271313	02/17/17	160.00
	COPYCO QUALITY PRINTING INC	00001	890263	271313	02/17/17	40.00
	GALLS LLC	00001	890271	271313	02/17/17	71.60
	GALLS LLC	00001	890272	271313	02/17/17	894.13
					Account Total	1,565.73
					Department Total	2,910.88

**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	890285	271313	02/17/17	1,150.50
					Account Total	1,150.50
	Other Communications					
	VERIZON WIRELESS	00001	890287	271313	02/17/17	40.01
					Account Total	40.01
					Department Total	1,190.51

**County of Adams**  
**Vendor Payment Report**

<u>2005</u>	<u>SHF- TAC Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	890287	271313	02/17/17	188.19
					Account Total	188.19
	Other Professional Serv					
	NORTHGLENN AMBULANCE	00001	890277	271313	02/17/17	676.20
	NORTHGLENN AMBULANCE	00001	890278	271313	02/17/17	48.30
					Account Total	724.50
	Traffic Fines					
	MACIAS FRANCES	00001	890275	271313	02/17/17	1.00
	MUNOZ VILLALOBOS JESUS AARON	00001	890276	271313	02/17/17	3.00
	TAPIA RAMIREZ BARTOLO	00001	890281	271313	02/17/17	135.00
					Account Total	139.00
					Department Total	1,051.69

**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	890621	271783	02/23/17	<u>3,402.27</u>
					Account Total	<u>3,402.27</u>
					Department Total	<u><u>3,402.27</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>97500</u>	<u>WIA YOUTH OLDER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Clnt Trng-Background Checks					
	COLO OCCUPATIONAL MEDICINE PHY	00035	890414	271551	02/21/17	<u>75.00</u>
					Account Total	<u>75.00</u>
					Department Total	<u><u>75.00</u></u>

**County of Adams**  
**Vendor Payment Report**

**Grand Total**      479,095.95

**MINUTES OF COMMISSIONERS' PROCEEDINGS FOR  
TUESDAY, FEBRUARY 21, 2017**

1. ROLL CALL

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

2. PLEDGE OF ALLEGIANCE (09:10 AM)

3. MOTION TO APPROVE AGENDA (09:11 AM)

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

4. AWARDS AND PRESENTATIONS

5. PUBLIC COMMENT (09:11 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 (09:11 AM)

A. 17-158 List of Expenditures Under the Dates of February 6-10, 2017

B. 17-165 Minutes of Commissioners' Proceedings from February 14, 2017

C. 17-140 Resolution Authorizing Casandra Bossingham, Fair & Special Events Manager Entering Into Entertainment, Food Concessions and Exhibitor/Vendor Agreements for the Purpose of Securing Entertainment, Food Vending, Exhibitors/Vendors for the 2017 Adams County Fair and 4th of July Celebration

D. 17-141 Resolution Approving a Property Lease between Adams County and Ernest Diaz d/b/a Brighton Landscaping for Outdoor Storage on the Van Scoyk Open Space

E. 17-146 Resolution Proclaiming February 23, 2017 as Adams County Employee Recognition Day

F. 17-152 Resolution Regarding Defense and Indemnification of Michael McIntosh as Defendant Pursuant to C.R.S. § 24-10-101, Et Seq.

G. 17-155 Resolution Changing Signature Authority and Certification of Compliance for Civil Rights Reporting for the 17th Judicial District Attorney's Office Diversion Program Federal Justice Assistance Grant and State Diversion Grant

H.

17-167 Resolution Approving an Agreement Among the City of Northglenn, Ralston House, the Cities of Westminster, Thornton, Federal Heights, Brighton, Commerce City and Aurora, the City and County of Broomfield and the County of Adams Regarding Construction and Construction Management of the Northglenn Ralston House

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

## 7. NEW BUSINESS

### A. COUNTY MANAGER (09:11 AM)

1. 17-149 Resolution Approving Amendment Two for the Additional Expenditure to Integrated Voting Solutions Inc., for Ballot, Envelope and Secrecy Sleeve Printing and Mailing Services for the Elections Department of the Clerk and Recorder's Office (09:12 AM)

**Motion to Approve 1. 17-149 Resolution Approving Amendment Two for the Additional Expenditure to Integrated Voting Solutions Inc., for Ballot, Envelope and Secrecy Sleeve Printing and Mailing Services for the Elections Department of the Clerk and Recorder's Office Moved by Erik Hansen, seconded by Steve O'Doriso, unanimously carried.**

2. 17-154 Resolution Awarding an Agreement to Advanced Network Management to Provide a Network and Phone Upgrade for the District Attorney and Justice Center Buildings (09:17 AM)

**Motion to Approve 2. 17-154 Resolution Awarding an Agreement to Advanced Network Management to Provide a Network and Phone Upgrade for the District Attorney and Justice Center Buildings Moved by Mary Hodge, seconded by Erik Hansen, unanimously carried.**

3. 17-157 Resolution Accepting a Proposal and Awarding an Agreement to TischlerBise for Change Recommendations regarding the Adams County Development Standards and Regulations (09:18 AM)

**Motion to Approve 3. 17-157 Resolution Accepting a Proposal and Awarding an Agreement to TischlerBise for Change Recommendations regarding the Adams County Development Standards and Regulations Moved by Erik Hansen, seconded by Mary Hodge, unanimously carried.**

4. 17-160 Resolution Approving the Renewal of the Contract with H2 Enterprises LLC for Truck Hauling Services for the Transportation Department (09:20 AM)

**Motion to Approve 4. 17-160 Resolution Approving the Renewal of the Contract with H2 Enterprises LLC for Truck Hauling Services for the Transportation Department Moved by Steve O'Doriso, seconded by Mary Hodge, unanimously carried.**

5. 17-161 Resolution Approving the Renewal of the Contract with, JK Transport, Inc., for Truck Hauling Services for the Transportation Department

**Motion to Approve 5. 17-161 Resolution Approving the Renewal of the Contract with, JK Transport, Inc., for Truck Hauling Services for the Transportation Department Moved by Steve O'Doriso, seconded by Mary Hodge, unanimously carried.**

### B. COUNTY ATTORNEY (09:27 AM)

8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Instructing Negotiators Regarding Forbes Case (09:27 AM)

**Motion to Approve 8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Instructing Negotiators Regarding Forbes Case Moved by Steve O'Dorisio, seconded by Mary Hodge, unanimously carried.**

9. LAND USE HEARINGS (09:28 AM)

- A. Cases to be Heard (09:28 AM)

1. 17-162 PLT2016-00029 Sable Farmland Subdivision Exemption (09:28 AM)  
**Motion to Approve 1. 17-162 PLT2016-00029 Sable Farmland Subdivision Exemption Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.**

10. ADJOURNMENT (09:43 AM)

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 7, 2017
<b>SUBJECT:</b> Adams County Head Start's Colorado Preschool Program Contract with Adams 14 Schools for PY 2016-2017
<b>FROM:</b> Chris Kline, Director of Human Services Department
<b>AGENCY/DEPARTMENT:</b> Human Services Department
<b>HEARD AT STUDY SESSION ON:</b> NA
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the resolution for Head Start to enter into the Colorado Preschool Program Contract with Adams 14 Schools for PY 2016-2017

### **BACKGROUND:**

Adams County Head Start (ACHS) would like to enter into the Colorado Preschool Program (CPP) contract with Adams 14 Schools. ACHS will have the ability to enroll up to forty-two (42) children at any one time in its Preschool program under the guidelines of the Colorado Preschool Program. For each child enrolled, Adams 14 Schools will pay to ACHS the sum of \$250.00 per month for a period not to exceed nine consecutive months or a total of \$2,250.00 per enrollee.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams 14 Schools

### **ATTACHED DOCUMENTS:**

Resolution attached  
Intergovernmental Agreement

**FISCAL IMPACT:**

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

**Fund:** 31

**Cost Center:** 936117

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	5660		94,500
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<b>94,500</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7001.9215		94,500
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<b>94,500</b>

**New FTEs requested:**             YES             NO

**Future Amendment Needed:**     YES             NO

**Additional Note:**

**RESOLUTION APPROVING COLORADO PRESCHOOL PROGRAM  
CONTRACT 2016-2017 BETWEEN ADAMS COUNTY HEAD START AND  
ADAMS 14 SCHOOLS**

**WHEREAS**, Adams County Head Start (ACHS) would like to enter into the attached Colorado Preschool Program contract with Adams 14 Schools; and,

**WHEREAS**, pursuant to the contract, Adams 14 Schools will provide forty-two (42) Colorado Preschool Program slots at \$250.00 a month per child to Adams County Head Start to provide services for children.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners, County of Adams, State of Colorado, that the Colorado Preschool Program Contract 2016-2017 between Adams County Head Start and Adams 14 Schools be approved.

**BE IT FURTHER RESOLVED**, that the Chairman is authorized to execute said contract on behalf of Adams County.

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

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is entered into this 1st day of September 2016, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as “County,” and the Adams County School District 14, located at 5291 East 60<sup>th</sup> St, Commerce City, CO 80022, hereinafter referred to as “District”.

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

WHEREAS, District is willing to provide County with 42 CPP openings upon the terms and conditions of this IGA.

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

1. **Scope of Services.** County shall provide the services outlined in Exhibit 1, to be provided at 7111 E. 56<sup>th</sup> Avenue, Commerce City, CO 80022.
2. **Term.** The term of this IGA shall be from September 1, 2016, through May 30, 2017.
3. **Payment.** District shall pay County as follows:
  - a. For each child so enrolled, Adams 14 will pay to Adams County Head Start the sum of \$250.00 per month, per child, for a period not to exceed nine consecutive months or a total of \$ 2,250.00 per enrollee. If the enrollee is enrolled in preschool for less than a full month, the monthly payment may be pro-rated on a per day basis.
  - b. Adams County Head Start will submit a monthly invoice also with an officially signed accounting of children’s attendance for said month. Adams 14 shall pay all monies owed for program enrollees on a monthly basis to Adams County Head Start no later than the fifteenth day of the month following the just completed program month.
4. **Fund Availability.** This IGA shall not constitute a multi-year fiscal obligation and is expressly subject to annual appropriation. In the event funds are not appropriated in any fiscal year, either party may terminate this IGA.
5. **No Waiver.** Neither party gives up any rights by failing to enforce any terms of this IGA.

6. **Governmental Immunity.** The parties are governmental entities subject to the Colorado Governmental Immunity Act (“CGIA”). Nothing in this IGA shall be construed as waiving the provisions of the CGIA.
7. **Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this IGA. The Parties agree that jurisdiction and venue for any disputes arising under this IGA shall be in Adams County, Colorado.
8. **Integration of Understanding.** This IGA contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the Parties hereto.
9. **Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
10. **Parties Interested Herein.** Nothing expressed or implied in this IGA is intended or shall be construed to confer upon or to give to any person other than the Parties any right, remedy, or claim under or by reason of this IGA. All covenants, terms, conditions, and provisions in this IGA shall be for the sole and exclusive benefit of County and District.
11. **Severability.** If any provision of this IGA is determined to be unenforceable or invalid for any reason, the remainder of the IGA shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
12. **Authorization.** Each party represents and warrants that it has the power and ability to enter into this IGA, to grant the rights granted herein, and to perform the duties and obligations herein described.
13. **Insurance.** The parties are governmental entities, insured in compliance with the requirements of the Colorado Governmental Immunity Act. During the term of this IGA the parties shall maintain such insurance.

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

COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

ATTEST:  
STAN MARTIN  
CLERK AND RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Adams County Attorney's Office

ADAMS 14 SCHOOL DISTRICT

Karen Weaver  
Early Childhood Director

1/24/17  
Date

Jonda [Signature]  
Chief Financial Operations Officer

1/24/2017  
Date

NK

PT

[Signature]  
[Signature]



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 7, 2017
<b>SUBJECT:</b> Resolution Request Cancellation of Personal Property Taxes per C.R.S. §39-10-114(2)(a)
<b>FROM:</b> Lily Quiñones
<b>AGENCY/DEPARTMENT:</b> Treasurer's Office
<b>HEARD AT STUDY SESSION ON</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the cancellation of personal property taxes that have been deemed to be uncollectible by the Treasurer.

### **BACKGROUND:**

Colorado Revised Statutes, Section 39-10-114(2)(a) provides that any taxes levied on personal property that are determined to be uncollectible after a period of one year after the date of their becoming delinquent may be cancelled by the Board of County Commissioners.

The Treasurer's Office has determined that the accounts noted in the attached spreadsheet are uncollectible for the noted reasons and should be cancelled pursuant to the above statutory authority.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

The Adams County Treasurer's Office

### **ATTACHED DOCUMENTS:**

Spreadsheet for delinquent personal property taxes for tax years 2008, 2009, 2010, 2011, 2012, 2013, 2014 and 2015 Taxes.

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<hr/> <hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

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

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

WHEREAS, the Treasurer has informed the Board of County Commissioners that she has determined the delinquent personal property taxes identified herein to be uncollectible; and,

WHEREAS, the personal property taxes identified below are for tax years 2008, 2009, 2010, 2011, 2012, 2013, 2014 and 2015 and more than one year has passed from the date of their becoming delinquent; and,

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

WHEREAS, the properties in question, the account numbers and tax years associated therewith, and explanations for uncollectible status are detailed on the attached spreadsheet, with the following totals:

<b>PERSONAL PROPERTY</b>		
	<b>Year</b>	<b>Amount</b>
See attached spreadsheet	2008	\$ 413.64
	2009	\$ 1,669.12
	2010	\$ 1,010.36
	2011	\$ 23,902.44
	2012	\$ 11,731.34
	2013	\$ 35,146.05
	2014	\$ 29,106.45
	2015	\$ 47,045.77
	<b>Total</b>	<b>\$ 150,025.17</b>

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the delinquent personal property taxes for tax years 2008, 2009, 2010, 2011, 2012, 2013, 2014 and 2015 as identified above (and in detail on the attached spreadsheet) are hereby cancelled per C.R.S. § 39-10-114(2)(a).

**PERSONAL PROPERTY WRITE-OFF**

<b>ACCOUNT #</b>	<b>NAME</b>	<b>AMOUNT</b>	<b>REASON FOR WRITE-OFF</b>
<b>2008 PERSONAL PROPERTY</b>			
P0026357	D L H LAW FIRM	\$ 413.64	Bankruptcy settlement
	<b>1 Account - 2008 Tax Year Total</b>	<b>\$ 413.64</b>	
<b>2009 PERSONAL PROPERTY</b>			
P0026357	D L H LAW FIRM	\$ 377.24	Bankruptcy settlement
P0007138	LADY FITNESS	\$ 1,291.88	Bankruptcy settlement
	<b>2 Accounts - 2009 Tax Year Total</b>	<b>\$ 1,669.12</b>	
<b>2010 PERSONAL PROPERTY</b>			
P0026357	D L H LAW FIRM	\$ 309.96	Bankruptcy settlement
P0027437	CHRISTIAN AUTO REPAIR LLC	\$ 74.82	Business & assets gone account has been deleted
P0018250	POST TENSION OF NEVADA INC	\$ 318.58	Business & assets gone account has been deleted
P0009622	CABANA BEACH SALON	\$ 130.68	Business & assets gone account has been deleted
P0029524	MUNOZ JOHN E SR AND FUKUI BRAD	\$ 176.32	Duplicate Assessment account has been deleted
	<b>5 Account - 2010 Tax Year Total</b>	<b>\$ 1,010.36</b>	
<b>2011 PERSONAL PROPERTY</b>			
P0026357	D L H LAW FIRM	\$ 267.48	Bankruptcy settlement
P0022730	AUTOWORKS INTERNATIONAL	\$ 1,233.12	Bankruptcy settlement
P0017936	BLACK DIAMOND GRANITE AND MARBLE	\$ 516.18	Business & assets gone account has been deleted
P0001200	CORNER MARKET	\$ 422.68	Business & assets gone account has been deleted
P0027437	CHRISTIAN AUTO REPAIR LLC	\$ 391.04	Business & assets gone account has been deleted
P0018250	POST TENSION OF NEVADA INC	\$ 495.92	Business & assets gone account has been deleted
P0007138	LADY FITNESS	\$ 2,767.04	Business & assets gone account has been deleted
P0026056	MILE HIGH OFFICE FURNISHINGS LLC	\$ 529.68	Business & assets gone account has been deleted
P0006406	DUNLAP PLUMBING AND HEATING INC	\$ 247.36	Business & assets gone account has been deleted
P0030890	FUGIER RICHARD E JR	\$ 207.56	Business & assets gone account has been deleted
P0028514	WATKINS LIQUOR	\$ 432.44	Business & assets gone account has been deleted
P0018250	POST TENSION OF NEVADA INC	\$ 495.92	Business & assets gone account has been deleted
P0022980	LEGACY STONE	\$ 10,634.00	Business & assets gone account has been deleted
P0029258	SAVAGE SPORTSPLEX	\$ 726.50	Business & assets gone account has been deleted
P0008946	WINDSORS VICTORIAN MILLWORK	\$ 1,900.88	Business & assets gone account has been deleted

P0003513	WINGMAN	\$ 1,939.00	Business & assets gone account has been deleted
P0021456	D K S ENTERPRISES INC	\$ 695.64	Business & assets gone account has been deleted
	<b>17 Accounts - 2011 Tax Year Total</b>	<b>\$ 23,902.44</b>	
<b>2012 PERSONAL PROPERTY</b>			
P0021601	DRAIN DOCTORS INC	\$ 657.12	Bankruptcy settlement
P0017936	BLACK DIAMOND GRANITE AND MARBLE	\$ 534.84	Business & assets gone account has been deleted
P0001200	CORNER MARKET	\$ 416.72	Business & assets gone account has been deleted
P0029340	M AND M LLC IMPORT WHOLESALE 7 MFG	\$ 226.28	Business & assets gone account has been deleted
P0028380	CUT APART METAL ART	\$ 762.60	Business & assets gone account has been deleted
P0027437	CHRISTIAN AUTO REPAIR LLC	\$ 343.20	Business & assets gone account has been deleted
P0003641	DRIVELINE SPECIALISTS	\$ 1,759.96	Business & assets gone account has been deleted
P0007138	LADY FITNESS	\$ 2,275.36	Business & assets gone account has been deleted
P0026056	MILE HIGH OFFICE FURNISHINGS LLC	\$ 462.40	Business & assets gone account has been deleted
P0006406	DUNLAP PLUMBING AND HEATING INC	\$ 234.24	Business & assets gone account has been deleted
P0031067	COPE DESIGN LLC	\$ 986.90	Business & assets gone account has been deleted
P0019037	KADENCE GRAPHICS	\$ 514.72	Business & assets gone account has been deleted
P0031032	ELWOOD BROOKS	\$ 430.92	Business & assets gone account has been deleted
P0030181	U S A SAFETY DOMES LLC	\$ 277.80	Business & assets gone account has been deleted
P0031064	CHELYS BAKERY AND DELI	\$ 294.96	Business & assets gone account has been deleted
P0025031	PICTURE ME PORTRAIT STUDIO NO 11231	\$ 150.12	Business & assets gone account has been deleted
P0025229	INK TREACHEROUS TATTOO AND PIERCING	\$ 321.32	Business & assets gone account has been deleted
P0017127	JONATHAN H WOODCOCK MD AND ASSOC PC	\$ 349.52	Business & assets gone account has been deleted
P0015201	APPRECIATING CLASSICS INC	\$ 186.16	Business & assets gone account has been deleted
P0030145	GRAFFIXS DESIGNS	\$ 167.52	Business & assets gone account has been deleted
P0025322	1ST STREET SALON	\$ 378.68	Business & assets gone
	<b>21 Accounts - 2012 Tax Year Total</b>	<b>\$ 11,731.34</b>	
<b>2013 PERSONAL PROPERTY</b>			
P0021601	DRAIN DOCTORS INC	\$ 680.86	Bankruptcy settlement
P0031278	MITOMICS USA INC	\$ 5,156.20	Bankruptcy settlement
P0003373	AVERY PAUL DDS PC	\$ 230.20	Business gone assets sold by Bankruptcy Court
P0001200	CORNER MARKET	\$ 410.68	Business & assets gone account has been deleted
P0029340	M AND M LLC IMPORT WHOLESALE 7 MFG	\$ 208.14	Business & assets gone account has been deleted
P0028380	CUT APART METAL ART	\$ 740.96	Business & assets gone account has been deleted
P0027437	CHRISTIAN AUTO REPAIR LLC	\$ 300.36	Business & assets gone account has been deleted
P0003641	DRIVELINE SPECIALISTS	\$ 1,620.94	Business & assets gone account has been deleted
P0007138	LADY FITNESS	\$ 1,927.62	Business & assets gone account has been deleted

P0026056	MILE HIGH OFFICE FURNISHINGS LLC	\$ 424.00	Business & assets gone account has been deleted
P0031067	COPE DESIGN LLC	\$ 1,971.98	Business & assets gone account has been deleted
P0019037	KADENCE GRAPHICS	\$ 515.34	Business & assets gone account has been deleted
P0031032	ELWOOD BROOKS	\$ 378.96	Business & assets gone account has been deleted
P0030181	U S A SAFETY DOMES LLC	\$ 284.00	Business & assets gone account has been deleted
P0031064	CHELYS BAKERY AND DELI	\$ 292.30	Business & assets gone account has been deleted
P0030114	GLOBAL TRANSPORTATION	\$ 492.14	Business & assets gone account has been deleted
P0030203	OHM SALON AND BOUTIQUE	\$ 284.99	Business & assets gone account has been deleted
P0033553	BLACK SAND RECLAMATION LLC	\$ 12,270.56	Business & assets gone account has been deleted
P0022788	ACCELR8 TECHNOLOGY CORPORATION	\$ 1,766.22	Business & assets gone account has been deleted
P0032050	GB3 ENERGY SOLUTIONS	\$ 1,132.36	Business & assets gone account has been deleted
P0028208	WERTH MANOR EVENT CENTER	\$ 4,057.24	Business & assets gone
	<b>21 Accounts - 2013 Tax Year Total</b>	<b>\$ 35,146.05</b>	

**2014 PERSONAL PROPERTY**

P0021601	DRAIN DOCTORS INC	\$ 682.74	Bankruptcy settlement
P0031278	MITOMICS USA INC	\$ 3,900.48	Bankruptcy settlement
P0017973	SOUPER SALAD	\$ 1,607.06	Bankruptcy settlement
P0023107	ALPH DENTAL	\$ 1,836.88	Bankruptcy settlement
P0027437	CHRISTIAN AUTO REPAIR LLC	\$ 259.70	Business & assets gone account has been deleted
P0003641	DRIVELINE SPECIALISTS	\$ 1,236.94	Business & assets gone account has been deleted
P0007138	LADY FITNESS	\$ 1,479.26	Business & assets gone account has been deleted
P0026056	MILE HIGH OFFICE FURNISHINGS LLC	\$ 349.66	Business & assets gone account has been deleted
P0031067	COPE DESIGN LLC	\$ 1,767.78	Business & assets gone account has been deleted
P0019037	KADENCE GRAPHICS	\$ 504.52	Business & assets gone account has been deleted
P0031032	ELWOOD BROOKS	\$ 300.04	Business & assets gone account has been deleted
P0030181	U S A SAFETY DOMES LLC	\$ 250.46	Business & assets gone account has been deleted
P0031064	CHELYS BAKERY AND DELI	\$ 263.38	Business & assets gone account has been deleted
P0030114	GLOBAL TRANSPORTATION	\$ 423.00	Business & assets gone account has been deleted
P0030203	OHM SALON AND BOUTIQUE	\$ 487.90	Business & assets gone account has been deleted
P0028350	GLOBAL FOOD INNOVATIONS	\$ 2,158.12	Business & assets gone account has been deleted
P0021710	FRONT RANGE DRYWALL INC	\$ 301.38	Business & assets gone account has been deleted
P0000194	HICCUPS SPORTS BAR AND GRILL	\$ 390.47	Business & assets gone account has been deleted
P0032800	LANDSCAPE 5280	\$ 451.76	Business & assets gone account has been deleted
P0032704	A TOUCH OF PAINT	\$ 821.06	Business & assets gone account has been deleted
P0030988	STELLATOS ITALIAN DELICATESSEN	\$ 1,988.46	Business & assets gone account has been deleted
P0007388	NATURAL/TOTAL LLC	\$ 1,074.72	Business & assets gone account has been deleted
P0003390	POWERS INDUSTRIES INC	\$ 244.16	Business & assets gone account has been deleted
P0005068	MEN LO CHINESE RESTAURANT	\$ 191.10	Business & assets gone account has been deleted

P0032814	CIELO RESTAURANT	\$ 1,334.24	Business & assets gone account has been deleted
P0003610	CAMELOT CLEANERS	\$ 153.28	Business & assets gone account has been deleted
P0021539	PURPLE PENGUIN CARPET CLEANING	\$ 205.86	Business & assets gone account has been deleted
P0026137	DIVERSE SHEET METAL LLC	\$ 954.06	Business & assets gone account has been deleted
P0006428	HEAD TO TOE	\$ 633.66	Business & assets gone account has been deleted
P0033564	LASER LIGHT LLC	\$ 1,572.72	Business & assets gone account has been deleted
P0032841	CUPPY YOGURT	\$ 1,281.60	Business & assets gone account has been deleted
<b>31 Accounts - 2014 Tax Year Total</b>		<b>\$ 29,106.45</b>	
<b>2015 PERSONAL PROPERTY</b>			
P0017973	SOUPER SALAD	\$ 1,826.52	Bankruptcy settlement
P0003641	DRIVELINE SPECIALISTS	\$ 1,114.72	Business & assets gone account has been deleted
P0007138	LADY FITNESS	\$ 1,216.94	Business & assets gone account has been deleted
P0026056	MILE HIGH OFFICE FURNISHINGS LLC	\$ 276.98	Business & assets gone account has been deleted
P0031067	COPE DESIGN LLC	\$ 1,580.58	Business & assets gone account has been deleted
P0019037	KADENCE GRAPHICS	\$ 583.26	Business & assets gone account has been deleted
P0031064	TORTAS AND BURRITOS AND DELI	\$ 233.08	Business & assets gone account has been deleted
P0030114	GLOBAL TRANSPORTATION	\$ 366.10	Business & assets gone account has been deleted
P0028350	GLOBAL FOOD INNOVATIONS	\$ 1,894.62	Business & assets gone account has been deleted
P0021710	FRONT RANGE DRYWALL INC	\$ 270.44	Business & assets gone account has been deleted
P0000194	HICCUPS SPORTS BAR AND GRILL	\$ 684.94	Business & assets gone account has been deleted
P0032800	LANDSCAPE 5280	\$ 416.94	Business & assets gone account has been deleted
P0032704	A TOUCH OF PAINT	\$ 747.74	Business & assets gone account has been deleted
P0030988	STELLATOS ITALIAN DELICATESSEN	\$ 1,834.56	Business & assets gone account has been deleted
P0029162	20/20 INSTITUTE	\$ 423.34	Business & assets gone account has been deleted
P0034431	AARONS F1349	\$ 12,588.82	Business & assets gone account has been deleted
P0033646	BODY BRITE WESTMINSTER	\$ 282.54	Business & assets gone account has been deleted
P0023671	C R ENGLAND INC	\$ 333.74	Business & assets gone account has been deleted
P0007041	CHASE LUMBER COMPANY INC	\$ 6,383.50	Business & assets gone account has been deleted
P0020985	EBIX INC	\$ 700.76	Business & assets gone account has been deleted
P0032792	DILLON TOURING & RECOVERY	\$ 18.45	Business & assets gone account has been deleted
P0031988	JACK FISHER HOMES	\$ 389.36	Business & assets gone account has been deleted
P0031884	LEGACY VETERINARY CLINIC	\$ 2,164.02	Business & assets gone account has been deleted
P0033720	MOUNTAIN TOP ELECTRIC	\$ 259.70	Business & assets gone account has been deleted
P0032886	PANHANDLE ROCKY MT CONVERTER RECYCLING	\$ 1,136.20	Business & assets gone account has been deleted
P0033737	PLATTE VALLEY ALUMINUM	\$ 433.58	Business & assets gone account has been deleted
P0032832	ROCKY MOUNTAIN REINFORCEMENT	\$ 293.56	Business & assets gone account has been deleted
P0033560	WESTERN MOTOR COACH	\$ 228.34	Business & assets gone account has been deleted
P0031139	ZINGA FROZEN YOGURT	\$ 2,558.60	Business & assets gone account has been deleted

P0033680	RICKIE B PIZZA	\$ 3,798.12	Business & assets gone account has been deleted
P0015696	COUNTRYSIDE HEALTH AND WELLNESS	\$ 1,328.26	Business & assets gone account has been deleted
P0033537	AVAST GROUP	\$ 425.98	Business & assets gone account has been deleted
P0001565	EMPIRE TAX SERVICE	\$ 251.48	Business & assets gone account has been deleted
	<b>33 Accounts - 2015 Tax Year Total</b>	<b>\$ 47,045.77</b>	
	<b>Total</b>	<b>\$ 150,025.17</b>	



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 7, 2017
<b>SUBJECT:</b> Memorandum of Understanding with Bison Oil & Gas, LLC.
<b>FROM:</b> Norman Wright, Director of Community & Economic Development Christopher Simmons, Oil & Gas Liaison
<b>AGENCY/DEPARTMENT:</b> Community & Economic Development Department
<b>HEARD AT STUDY SESSION ON</b> January 31, 2017
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves a Memorandum of Understanding with Bison Oil & Gas, LLC

### **BACKGROUND:**

Pursuant to Section 4-10-02-04-06 of the Adams County Development Standards and Regulations, the County may elect to enter into a Memorandum of Understanding with an oil and gas operator in lieu of the requirement for a Special Use Permit. The applicant, Bison Oil & Gas, LLC, is requesting to enter into an MOU with the County that would apply to unincorporated portions of the County. The MOU documents signed by the applicant (see attached) include all the best management practices determined and approved by the Board of County Commissioners on January 6, 2015, when the oil and gas regulations were amended to include an option for entering into an MOU with the County lieu of a Special Use Permit.

The purpose of the MOU is to protect the environment, as well as the health, safety and welfare of Adams County residents. The MOU contains a variety of provisions that address topics such as the testing of private wells, spill and release management, water storage and use of pits, berms, water supply and water quality, noise, construction of well connect pipelines, landscaping, emergency response plans, weed control, the construction of private roads, the use of public roads, dust mitigation, fencing, floodplain regulations, painting of oil and gas facilities, lighting, air emissions, inspections by County staff, the state permitting process and the inclusion of conditions within the operator's state permits, and the applicability of the MOU to new oil and gas facilities at the two specified locations.

Approval of an MOU is not an approval of any specific drilling site. The MOU establishes the relationship between Adams County and the operator. It also establishes the standards that the operator agrees to meet on any new production site within unincorporated Adams County. The operator will be required to obtain a Use by Special Review permit for each new location, in addition to permits from the

COGCC prior to commencing operations. During both the local and state permitting processes, Adams County has an opportunity to review the site plans and make comments or assign conditions of approval.

Currently, the County has MOUs with ten oil and gas operators. The MOU signed by the applicant is the same form as the nine fully executed MOUs and the one site specific MOU that is limited to two specific locations: the Lewton and Buchholz well pads.

On March 22, 2016, the Board of County Commissioners approved amendments to the Adams County Development Standards and Regulations related to oil and gas development. The primary purpose of these amendments was to create a site-specific review process for new oil and gas development sites proposed by an operator who has entered into an MOU with the County. The regulations require that an operator who has entered into an MOU with the County apply for an Administrative Use by Special Review (AUSR) permit for each new oil and gas facility location prior to development. This process allows for a site-specific review by County staff and select referral agencies.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Community & Economic Development Department, County Attorney's Office

**ATTACHED DOCUMENTS:**

Resolution Approving the MOU with Bison Oil & Gas, LLC  
Signed MOU with Bison Oil & Gas, LLC

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<hr/> <hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

**RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN  
ADAMS COUNTY AND BISON OIL & GAS, LLC**

RESOLUTION 2017-

WHEREAS, Section 4-10-02-04-06 of the Development Standards and Regulations provides for an expedited approval process for oil and gas well operations if the operator enters into a Memorandum of Understanding with the County; and

WHEREAS, the BOCC has extensive authority to enter into Memorandums of Understanding with other entities; and

WHEREAS, Bison Oil & Gas, LLC signed a Memorandum of Understanding pursuant to Section 4-10-02-04-06 on December 28, 2016; and

WHEREAS, the Adams County Community & Economic Development Department recommends approval of the Memorandum of Understanding with Bison Oil & Gas, LLC.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Memorandum of Understanding with Bison Oil & Gas, LLC be approved.

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

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this 28 day of ~~December~~ 2016, by and between Adams County, a Colorado County ("County") with an address of 4430 S. Adams County Parkway, Brighton, Colorado 80601 and Bison Oil & Gas, LLC, whose legal address is 999 18<sup>th</sup> St, Suite 3370, Denver, CO 80202, its successors and assigns (hereinafter the "Operator"). The Operator and the County may be referred to individually as a "Party" or collectively as the "Parties." Both Parties elect to sign and execute provisions of said MOU in lieu of a Special Use Permit review process as outlined in Section 2-02-11 Special Use Permit of the Adams County Development Standards and Regulations.

### BACKGROUND

A. Operator is the owner or lessee of oil and gas leasehold and/or mineral interests within unincorporated parts of the County, and, as of the time of the execution of this MOU, has the right and intent to further develop its oil and gas leasehold and/or mineral interests within said portion of the County.

B. The intent of this MOU is to provide the conditions under which Operator will develop and operate oil and gas facilities installed or newly expanded in the unincorporated portions of the County from the execution date of this MOU, in order to foster the efficient and economic production of oil and gas resources, to protect human health, safety and welfare and to protect the environment and wildlife resources, while at the same time providing for a predictable and expeditious administrative process for obtaining County land use approvals and permits for oil and gas facilities. The terms "facility" or "facilities" are defined herein as including oil and gas wellsites, tank batteries, compressor stations, pits/ponds, below-grade tanks, dehydration units, vapor recovery units (VRUs), associated roads, and typical equipment as regulated by the Colorado Oil and Gas Conservation Commission (COGCC). Locations with more than one of the above mentioned types of equipment will also be considered to be one facility. This MOU will also include well connects. Well connects are defined as a pipeline, 10" or less inside diameter and 2 miles or less in length, laid running from the custody transfer point or production facility for a new well(s) to an existing gathering line connection point. With respect to well connects, Operator will provide the County with the following: a copy of the agreement(s) for which the line is laid (e.g. ROW, Lease, Easement etc.); information regarding operating pressure and pipeline construction materials and methods; and Operator will obtain any other required permits (e.g. Access, ROW crossing). Unless indicated otherwise, the definitions of terms used in the MOU shall be the same as in the COGCC Rules. In cases where pipelines are involved, a conditional use permit may be required, and this MOU shall in no way suggest or provide for approval of a conditional use permit in which a pipeline is proposed to be constructed. This MOU does not waive any of the County's Local Government Designee's roles and/or responsibilities as governed by the COGCC.

NOW, THEREFORE, the Parties agree as follows:

**1. Intent to Supplement COGCC Rules and Regulations.** The Parties recognize that pursuant to the Colorado Oil and Gas Conservation Act, C.R.S. §§ 34-60-101, et

seq. (“Act”), the COGCC regulates the development and production of oil and gas resources in Colorado, and the Act authorizes the COGCC to adopt statewide rules and regulations. The provisions of this MOU are intended to supplement and add to the COGCC’s rules and regulations and not to replace such rules and regulations. To the extent that any of the provisions of this MOU are in conflict with the Act or COGCC rules and regulations, the stricter standards shall govern, or if neither is stricter, the COGCC rule or regulation shall apply.

**2. Operator’s Pit Practices within the County.** The Operator will comply, at a minimum, with the following pit practices, after the date of this MOU:

**a. No Open Pits / Preferred Option:** It is the intent of the County that operators utilize closed-loop or modified closed-loop systems for drilling and completion operations in order to minimize or eliminate the need for earthen pits; however, notwithstanding the foregoing, where appropriate, and subject to prior County approval, the County generally supports: 1) the use of unlined drilling pits when bentonite or a similar clay additive is used during the drilling process, 2) the use of lined single- or multi-well water storage pits in order to minimize the transport of water and promote recycling, subject to the requirements set forth in this subsection, and 3) where open pits are utilized, they shall, at a minimum, be covered with a solid or screened mesh material. Permitted modified closed-loop systems include oil and gas wells where air or fresh water is used to drill through the surface casing interval, defined as fifty (50) feet below the depth of the deepest aquifer, and a closed loop system is used for the remainder of the drilling and/or completion or recompletion procedures. Multi-well pits are defined as lined, engineered pits, constructed over an engineered base, with construction or liner specifications meeting or exceeding COGCC pit lining rules, that will serve the functions of drilling, completion, and/or flowback pits for more than one well.

**b. Water Storage Pits to Contain Fresh Water or Brine Water:** Water stored in pits approved by the County and allowed under COGCC Rules, must meet the definition of fresh water or brine water. Fresh water is defined as containing total dissolved solids (TDS) less than or equal to 5,000 milligrams/liter (mg/l). Brine water is defined as water produced from an oil and/or gas well with TDS of greater than 5,000 mg/l. The Operator is required to remove all free and visible oil, other than *de minimis* or trace amounts, within 24 hours of discovery. Upon closure of the pit, the Operator will ensure the protection of the public health and environment by following all COGCC pit closure rules, including collecting analytical data to ensure compliance with state standards. As long as the pit is open and containing fluid, a representative water sample shall be taken and tested every six (6) months from the surface of the pit fluids, the first sample to be taken within six (6) months of the pit becoming operational. The County will review water quality data provided by the Operator every six (6) months.

**c. Pit Setbacks:** All pit construction within ¼ mile of a water well is generally discouraged by the County; such pits must be constructed, maintained, repaired and/or removed in accordance with applicable state law and COGCC rules and regulations.

**d. Multi-Well Pits:** In addition to any requirements stated above, multi-well pits will be lined per the COGCC’s lining standards. If a multi-well pit is planned for use over a 2-year or greater period, the pit will be double-lined with leak detection. Fluids stored in multi-well pits will be circulated through a four-phase separator or an API-approved settling tank

or similar equipment prior to such fluids entering the pit, specifically designed to remove solids and reduce hydrocarbon content and emissions. Retention time in a settling tank and the volume of the tank must be sufficient to separate out any floating, dissolved, or emulsified hydrocarbon phases. Lined multi-well pits may be inspected and/or reviewed on an as-needed basis, over the life of the pit, to determine if the water to be stored in the pit or already stored in the pit meets the definition of fresh water. Upon closure of the pit, the Operator will ensure the protection of the public health and environment by following all COGCC pit closure rules, including collecting analytical data to ensure compliance with state standards. As long as the pit is open and containing fluid, a representative water sample shall be taken and tested from the surface of the pit every six (6) months. Additional requirements, such as fencing, may be required by the County, pre- or post-construction, if such a pit is determined by the County to be adversely impacting residences, public safety, water wells, or wildlife habitats and migrations.

**e. Technological Advances:** The County may require additional measures, or approve alternative methods, if new technological methods for pit construction or maintenance are developed pre- or post-construction and such methods are technologically sound, economically practical, and reasonably available to the Operator. Such additional measures will be included in an Exhibit to the MOU.

**3. Berms.** Berms shall be inspected by Operator on a weekly basis for evidence of discharge. Berms shall be inspected within 48 hours of a precipitation event of 1.0" or more, and Operator shall make necessary repairs as soon as possible, but not more than seventy-two (72) hours after the event.

**4. Regular Meetings to Monitor and Discuss MOU Issues.** The County and Operator agree to meet quarterly, or as necessary, to monitor and discuss any pertinent issues associated with oil and gas facilities within the County as determined by the County.

**5. Water Supply and Quality.** In an effort to reduce truck traffic, where feasible, the Operator will identify a water source lawfully available for industrial use, including oil and gas development, close to the facility location, to be utilized by Operator and its suppliers. Operator will comply with the Colorado Department of Public Health and Environment requirements and the Tri-County Health Department (TCHD) regulations concerning water quality. With respect to wastewater treatment, Operator agrees to comply with TCHD's Regulation No. O-14, On-Site Wastewater Treatment Systems, as adopted or modified. The Operator agrees to contact TCHD in a timely manner to arrange for the processing of appropriate application materials and required inspections. Where feasible, temporary surface water lines are encouraged and will be utilized. Operator may be permitted to utilize County Road Right-of-Way, and County drainage culverts, where practical, for the laying and operation of temporary water lines on the surface and in accordance with Adams County Standards and Regulations. If necessary, Operator will bury temporary water lines at existing driveway and gravel road crossings, or utilize existing culverts, if available, with County approval.

**6. Baseline and Subsequent Water Quality Testing.** Operator agrees to comply with the COGCC's Statewide Groundwater Baseline Sampling and Monitoring Rule 609 or 318 A., as applicable, under COGCC regulations, as adopted or modified, and also agrees to share results with TCHD in addition to the requirements provided herein. To the extent the

requirements of Rule 609 or 318 A., as applicable, and the requirements provided herein are in conflict, Operator will comply with the stricter standard. Such records shall be maintained by Operator for the lifetime of the well site and shall be made available to the County per Records section of the MOU.

**a. Criteria and Protocol:** Using the COGCC's criteria and protocol for sample analyses, types, orientation, and number, as required under COGCC Rule 609, or COGCC 318A as applicable, Operator will test up to four available water sources within a one half (½) mile radius of a new oil and gas well, multi-well site, or dedicated injection well as required under COGCC Rule 609, or as appropriate under COGCC 318 A., if applicable.

**b. No available water sources within one half mile:** If there are no available water sources located within a ½ mile radius of a new oil and gas facility, the Operator, prior to construction, will test the nearest downgradient available water source that is within a one-mile radius of the oil and gas facility.

**c. Private Water Well Owner Request:** Operator agrees to conduct a baseline test of any water well requested by the owner, on a one-time basis, if such well is within a ½ mile radius of a new oil and gas well or facility, or if such well is determined to be the closest downgradient well that is within a one-mile radius of the oil and gas facility. The requirement to test a well upon request does not apply if the water well has already been tested by any Operator. County may, at its sole discretion, require an Operator to provide reports and results of any identified oil and gas related investigation or remediation at Operator's expense.

**7. Spill and Release Management.** For all spills and releases reportable to COGCC, operators shall also notify the County verbally or in writing the County's LGD, Local Emergency Planning Committee (LEPC), Office of Emergency Management (OEM), the Planning and Development Department, Sheriff's Office, and the local fire district immediately, but no more than 24 hours after discovery of the spill or release by an operator. This includes spills/release: 1) of any size that impacts or threatens to impact any waters of the state, a residence or occupied structure, livestock, or public byway; 2) in which one (1) or more barrel or more of Exploration and Production Waste or produced fluids is spilled or released outside of berms or other secondary confinement; and 3) of five (5) barrels or more regardless of whether the spill/release is completely contained within berms or other secondary confinement. In addition, the operator shall notify the surface owner or the surface owner's tenant of spills and releases in conformance with COGCC rules.

**8. Weed Control and Management.** Operator will be responsible for ongoing weed control at oil and gas facilities, and along access roads during construction and operation, until abandonment and final reclamation is completed per County or other applicable agency regulations.

**9. Noise.** Operator shall abide by COGCC noise standards for all activities and provide and post 24-hour, 7 days per week contact information to deal with all noise complaints arising from Operator's oil and gas facility. Noise mitigation measures shall be constructed along any edge of any oil and gas operation site if such edge is adjacent to existing residential development or land which is zoned for future residential development. During construction, the noise mitigation measures shall, to the maximum extent feasible, decrease noise from the oil and

gas operations to comply with the sound limitation regulations set forth in COGCC rules. The County may request a noise mitigation study to demonstrate that noise levels are in compliance with COGCC rules.

**10. Landscaping.** All landscaping shall be in compliance with the County requirements and in compliance with the safety requirements of the Operator. Existing vegetation shall be minimally impacted. Motorized equipment shall be restricted to the well sites and access roads to the well sites. A visual mitigation plan, subject to the County approval, on a site specific basis shall include the type and location of all fencing and landscaping. Operator is responsible for obtaining consent by surface owner allowing landscaping as well as automatic irrigation for landscaping in urban mitigation areas and/or parks/recreation areas. All plant materials shall be kept in a healthy growing condition at all times.

**11. Emergency Response Plan.** Prior to any operations, Operator will provide the County's LGD, OEM, LEPC, Sheriff's Office, Planning and Development Department, and Transportation Department with an Emergency Response Plan (ERP) to address all potential emergencies that may be associated with an oil and gas facility. Operator shall also provide a copy of such plan to all emergency service providers, including, but not limited to, the fire district that would respond to such emergencies. A "will-serve" letter must be obtained from the appropriate emergency provider(s).

**12. Private Roads.** The Operator agrees to construct (unless already constructed) and maintain an access road designed to meet County and fire district standards and support an imposed load of 75,000 pounds that will accommodate emergency response vehicles such as, but not limited to, law enforcement, emergency command vehicles (cars/SUVs), ambulances, hazardous materials response vehicles, water tenders, and fire apparatus during construction and operation of new tank batteries (post MOU), new drilling activity and reworks or recompletions of existing wells, unless a local fire department or fire district agrees to a different or lesser standard or waived by the County. With respect to new roads to new tank batteries, the Operator agrees to construct access roads at least twenty (20') feet wide (unless waived by the local fire district and County Transportation Department) with a Class 6 road base, or as approved by the local fire district, at least nine inches (9") thick. Best efforts will be made to improve inadequate access to existing tank battery sites identified by the fire district or County, based on service calls and demonstrated problems of accessing the site. Operator and County agree that spot inspections of access roads may be done by the County and/or appropriate emergency response agency, at such County or agency's sole risk and expense, to ensure that emergency access in accordance with this section is maintained. Operator is required to maintain and repair any damaged roads within ten (10) days of County notice.

### **13. Public Roads.**

a. Operator agrees to utilize existing roads and access points where practical and apply for and obtain access permits for its oil and gas facilities from the Transportation Department. Requirements for the access permit may include the following: a) access location providing for a safe entrance/exit and utilization of main roadways to minimize impact /conflict with residents on local roadways; b) haul route and traffic data; c) pre/post inspection of roadways used by the Operator; d) collateral or bond to insure that road damage caused by the Operator is repaired; e) dust control (material used for dust control must be pre-approved by the

County); f) road maintenance agreement during drilling phase; and g) payment of all applicable fees. Operator also agrees to exercise reasonable efforts to minimize heavy truck traffic on local roads within residential neighborhoods between the hours of 9 p.m. and 6 a.m., and further agrees to work with and show written evidence that the applicable school district(s) has been consulted to minimize traffic conflicts with school buses when schools are in session.

b. Operator agrees to obtain any legally valid and applicable oversize and/or over weight moving permit from the Transportation Department for all vehicles that exceed legal vehicle dimensions or weights as specified by the Colorado Department of Transportation and the County's Development Standards and Regulations.

**14. Dust Mitigation.** Fresh water, as referenced in the COGCC's Rules and Regulations, or another source as approved by the County on a case by case basis, may be applied to roads and land surfaces for purpose of dust mitigation. Absolutely no other liquid or substance generated by the production of the Operator's facility, including, but not limited to, Exploration and Production Waste (as defined by the COGCC) or any other application of liquids that would have a negative impact to natural resources, shall be permitted to be applied to roads and land surfaces.

**15. Fencing.** Fencing shall be required around all well site equipment, including, but not limited to, storage tanks, well heads, meters, that is visible from a subdivision west of Imboden Road. Such fencing shall screen equipment, provide safety precautions, and be compatible with surrounding environment. Should fencing apply to a well site(s), the design and construction of such fencing shall be approved by the Planning and Development Department prior to the construction of any site. If a chain link fence is required to achieve safety requirements set by the COGCC, then landscaping and other screening mechanisms shall be required that comply with the County's Development Standards and Regulations and the Operator's safety requirements. Operator shall be responsible for obtaining consent by surface owner allowing any required fencing.

**16. Floodplain.** Any disturbance within a 100-year floodplain will be allowed if the Operator has obtained a Floodplain Development Permit from the County and has complied with all of the County's legally adopted floodplain and engineering regulations. Pits will not be allowed in 100-year floodplain. A "100-year floodplain" shall be, for purposes of this Section, a "Special Flood Hazard Area" as identified and mapped by the Federal Emergency Management Agency's National Flood Insurance Program and adopted by the County.

**17. Painting of Oil and Gas Facilities.** Except for such facilities that must be painted a certain color for safety reasons, Operator agrees to paint all new (post-MOU) production facilities with uniform, non-contrasting, non-reflective, color tones and with colors matched to, but slightly darker than, surrounding landscapes, or such other colors and tones as are requested by the surface owner and are in accordance with applicable COGCC Rules, permits and/or orders.

**18. Lighting.** All permanent lighting of oil and gas well sites shall be directed downward and internally. Temporary lighting shall conform to the COGCC's Rules and Regulations and shall not adversely affect residential adjacent properties.

**19. Air Emissions.** Air contaminant emission sources shall comply with the permit and control provisions of the state air quality control program (C.R.S. tit.25, art. 7 (C.R.S. § 25-7-101 et seq.)) and the rules and regulations promulgated by the State Air Quality Control COGCC. The Operator shall employ such control measures and operating procedures as are necessary to minimize fugitive particulate emissions into the atmosphere.

**20. Wildlife and Wildlife Habitat:** Oil and gas operations shall, to the extent possible, not cause significant degradation of wildlife or sensitive wildlife habitat and shall use best management practices to protect such resources and be in compliance with COGCC requirements as it pertains to wildlife and its habitats.

**21. Cultural and Historical Resources:** The oil and gas operation shall not, to the extent possible, cause significant degradation of cultural, historic or archaeological sites eligible for County landmarking, or the National Historic Register and shall use best management practices to protect such resources.

**22. County Inspections.** Operator agrees to allow County access to all oil and gas facilities for inspection, provided County personnel are equipped with all appropriate personal protection equipment (PPE), the personnel comply with the Operator's other and customary safety rules, and, except to the extent allowed by law, the County is responsible for all costs and expenses of such inspections. The County shall use its best efforts to provide advance notice to the Operator prior to an inspection; however, the County reserves the right in its discretion to make spot inspections or to inspect without notice in the event of an issue potentially involving an immediate risk to public safety, health or welfare or damage to the property of another. The County reserves the right to inspect pit locations prior to construction, during construction, and after construction, the County also reserves the right to contact the appropriate COGCC area inspector if non-compliance issues are suspected or identified as a result of construction plan reviews, reclamation plan review, field inspections, or if non-compliance issues are not resolved as soon as possible.

**23. Notification to Land Owners/Municipalities.** Prior to commencement of any new drilling or completion operations, the Operator, utilizing the County Assessor's Office information for both property owners and property mailing addresses, shall provide notification to landowners and municipalities within one-half (1/2) mile of the proposed well site(s).

**24. Records.** Operator shall maintain all records of information agreed to in MOU, and agrees to share information with County within forty-eight (48) hours upon written request. Records shall be maintained in an organized fashion for each well site.

**25. Mapping Information.** Operator shall agree to provide coordinates and/or exact location of well sites to the County's GIS Department within forty-eight (48) hours of final completion of a well site in a format acceptable to the County. Any subsequent changes to a well site location shall also be provided to the County within forty-eight (48) hours of such changes.

**26. County Land Use Approvals.** The Operator understands and agrees that prior to the development or operation of any oil and gas facility in unincorporated portions of the County, that Operator must first obtain approval from the County pursuant to any validly adopted provisions in the Adams County Development Standards and Regulations. The Operator

agrees and consents that the provisions of this MOU are to be included among any conditions for the issuance of any land use approval or permit issued by the County under its Development Standards and Regulations unless, and to the extent waived or modified in writing by the County Manager or his or her designee, or waived or modified on the record at a public hearing before the Adams County Board of County Commissioners; further, the Operator understands and agrees that the provisions of this MOU shall remain conditions of such land use approval or permit regardless of the subsequent sale or other transfer of any oil and gas facilities, or interest therein, by the Operator.

a. **Concurrent Referral and Review.** County staff may refer the complete application for a fourteen (14) working day review by the various County Departments and the County Attorney's Office, as deemed appropriate. An application may require review by outside agencies such as the U.S. Army Corps of Engineers, if the project impacts a floodplain, and may also be referred to any life-safety providers, adjacent jurisdictions, local public health department, and others as may be deemed appropriate.

b. **Address Deficiencies.** The applicant will be notified of any outstanding issues in connection with application materials upon completion of this review and will be required to address any issues or deficiencies in connection with the application materials. If necessary, a meeting will be held to discuss any issues that need to be resolved. If necessary, the applicant will then submit an amended application, plan or other submittals, as appropriate, to the County for verification that deficiencies have been addressed by the applicant. If the above described outstanding issues cannot be resolved, the County may refer the case to the Board of Adjustment for its consideration.

**27. Amendments.** Due to the nature of oil and gas operations, the County has adopted regulations in order to protect the health, safety and welfare of County inhabitants and their environs. As such, where there are any amendments to this MOU, the Operator shall be in compliance with Chapter 2 of the Adams County Development Standards and Regulations.

**28. State Oil and Gas Permit Approvals.** The Operator agrees to include the contents of Exhibit A of this MOU in all Forms 2 and 2A that it submits to the COGCC and consents to the inclusion of the contents of Exhibit A of this MOU as conditions of the issuance of any permit or other form of approval by the COGCC with regard to the location, development or operation of an oil and gas facility in unincorporated portions of the County, unless, and to the extent, waived or modified in writing by the County Manager or his or her designee, or waived or modified on the record at a public hearing before the Adams County Board of County Commissioners; further, Operator understands and agrees that the provisions of this MOU shall remain conditions of permit or other form of approval regardless of the subsequent sale or other transfer of any oil and gas facilities, or interest therein, by Operator. The County through the LGD process described in the COGCC's Rules may request that the COGCC impose site specific conditions as part of the state permit process that are in addition to the Operator's practices or procedures agreed upon herein and the Operator may respond to same as set forth in the COGCC's Rules. If the state permit has already been approved and the County and Operator are in agreement as to any subsequent, additional conditions to be placed on the state permit, and said agreement is in writing, the Operator agrees to apply to the COGCC to modify the state permit by allowing such subsequent, additional conditions to be placed on the state permit.

**29. Applicability.** This MOU shall only apply to Oil and Gas Facilities for which Operator has applied for permits as of the date of this MOU and to any facilities with respect to which Operator receives COGCC approval after the date of this MOU. This MOU shall not be construed to apply to Oil and Gas Facilities for which another operator applies for a permit even though the Operator may have an interest but is not the Operator, and does not apply to wells drilled by the Operator prior to the date of this MOU. Additional facilities may be exempted from some or all of the terms of this MOU, but only if approved in writing by the County Manager or his or her designee, and reviewed by the County Attorney's Office, or approved on the record at a public hearing before the Adams County Board of County Commissioners.

**30. Term.** This MOU is effective upon the execution by both Parties and shall remain in effect so long as Operator, its subsidiaries, successors or assigns, are engaged in the development or operation of oil and gas facilities within the unincorporated portions of the County; provided, however, this MOU may be terminated by either Party with thirty (30) days prior written notice to the other Party. If there is a new development in state law, rules or judicial decisions that substantially affect any provision of this MOU, the Parties agree to negotiate in an attempt to update this MOU in light of same by a written amendment executed by both Parties. In the event this MOU expires or is otherwise terminated, the substantive requirements stated in this MOU shall survive and remain enforceable against the owner or operator of any oil and gas facilities that were permitted or otherwise approved during the term of this MOU, except to the extent waived or modified pursuant to the provisions of this MOU. Additionally, in the event this MOU expires or is otherwise terminated, no re-permitting of the wells shall be required solely as a result of the termination of this MOU.

**31. Obligation of Funds.** Nothing in this MOU shall commit either Party to obligate or transfer any funds to the other.

**32. Force Majeure.** Neither Party will be liable for any delay or failure in performing under this MOU in the event and to the extent that the delay or failure arises out of causes beyond a Party's reasonable control, including, without limitation, war, civil commotion, act of God, strike or other stoppage (whether partial or total) of labor, or any law, decree, regulation or order of any government or governmental body (including any court or tribunal).

**33. Authority to Execute MOU.** Each Party represents that it has the full right and authority to enter into this MOU.

**34. Governing Law.** This MOU shall be governed and construed in accordance with the laws of the State of Colorado without reference to its conflict of law provisions.

**35. Entire Agreement.** Except as expressly set forth herein, this MOU embodies the complete agreement between the Parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements, or representations by or between the Parties, written or oral, which may have related to the subject matter hereof. No amendment to this MOU shall be effective unless in writing, signed by the Parties. In the event there is a minor amendment to the MOU, as determined by the County Manager or his or her designee, such amendments will be reviewed by the County Attorney's office and will need to be approved, with signature, by the County Manager or his or her designee. Any and all major amendments may either be directed to the Board of County Commissioners for decision or may

go through the Special Use Permit procedures, as determined by the County Manager or his or her designee.

**36. Third Party Beneficiaries.** Except as specifically stated herein, this MOU is not intended to, and does not, create any right, benefit, responsibility or obligation that may be enforced by any non-party. Further, in cases where pipelines are involved, a conditional use permit may be required, and this MOU shall in no way suggest or provide for approval of a conditional use permit in which a pipeline is proposed to be constructed.

**37. Notices.** All notices and other correspondence related to this MOU shall be in writing and shall be delivered by: (i) certified mail with return receipt, (ii) hand delivery with signature or delivery receipt provided by a third party courier service (such as FedEx, UPS, etc.), (iii) fax transmission if verification of receipt is obtained, or (iv) email with return receipt, to the designated representative of the Party as indicated below. A Party may change its designated representative for notice purposes at any time by written notice to the other Party. The initial representatives of the Parties are as follows:

County: Adams County Attorney  
4430 S. Adams County Parkway  
Brighton, Colorado 80601

Planning and Development Department  
4430 S. Adams County Parkway  
Brighton, Colorado 80601

Transportation Department  
4430 S. Adams County Parkway  
Brighton, Colorado 80601

Operator: *Bison Oil & Gas, LLC*  
*999 18<sup>th</sup> STREET, SUITE 3370*  
*DENVER, CO 80202*  
*Attn: Abigail Wenk*

**38. Subsidiaries/Successors.** The provisions of this MOU shall apply to all subsidiaries and successors-in-interest of the Operator with respect to any oil and gas facilities permitted or otherwise approved during the term of this MOU.

**39. Default.** If a Party defaults in the performance of an obligation under this MOU, the defaulting Party shall have ten (10) days to cure the default after receipt of written notice of such default from the non-defaulting Party, provided the defaulting Party shall be entitled to a longer cure period if the default cannot reasonably be cured within thirty (30) days and the defaulting Party commences the cure within such ten (10) day period and diligently pursues its completion; however, in the event that the default involves an issue that could have an immediate impact on public health, safety or welfare, or cause damage to property of another, the defaulting party shall immediately begin action to cure the default. Each alleged default shall be treated separately under this paragraph and notice of an alleged default shall not affect the processing of permit applications while the notice is being evaluated, contested or corrected. In

the event of a default, the Parties shall be entitled to seek specific performance as well as any other available remedies.

**40. Jurisdiction: Waiver of Rights.** The parties acknowledge, understand and agree that this agreement shall not be used as evidence that either party has waived any rights to assert its claims concerning the validity or extent of the County's land use jurisdiction. Nothing in this agreement shall be construed as an admission regarding the existence of proper jurisdictional authority or waiver by either party of any legal right or obligation, nor shall anything be construed as a bar to either party to seek any legal remedy available to it. The Operator agrees, however, that it will not exert jurisdictional or preemption arguments with respect to the specific performance obligations contained in this MOU.





## **EXHIBIT A**

The following conditions will apply to all of Operator's newly permitted wells and facilities within unincorporated Adams County, as of the effective date of the fully executed MOU between Adams County and Operator. Site-specific conditions may be incorporated into the COGCC permit approval process through the LGD process as described in the Commission's Rules, or by Sundry notice (COGCC Form 4) if there is agreement between Operator and Adams County.

[List of additional requirements]



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 7, 2017
<b>SUBJECT:</b> Approval of Adams County Head Start's U.S. Department of Health and Human Services Amendment to Year Two of Five Continuation Grant Implementation of all full day sessions, elimination of double sessions, and reduction of slots
<b>FROM:</b> Chris Kline, Director of Human Services Department
<b>AGENCY/DEPARTMENT:</b> Human Services Department
<b>HEARD AT STUDY SESSION ON:</b> NA
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the resolution for Head Start's U.S. Department of Health and Human Services Amendment to Year Two of Five Continuation Grant Implementation of all full day sessions, elimination of double sessions, and reduction of slots

### **BACKGROUND:**

Approval is required for the proposed amendment to year two of ACHS's Five Year Head Start Grant. The proposal is to have only full day sessions offered at ACHS. This implementation will require the elimination of all double session services and will reduce enrollment from 449 to 256 slots. These changes support the need of Head Start eligible families in the communities we serve and the changes align with the regulations in the new Head Start Performance Standards.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

U.S. Department of Health and Human Services

### **ATTACHED DOCUMENTS:**

Resolution attached  
Amendment Year 2 of 5 Continuation Grant BOCC letter  
Amendment Year 2 of 5 Grant – Full Day Option

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			0.00
Add'l Capital Expenditure not included in Current Budget:			0.00
<b>Total Expenditures:</b>			<u><u>                    </u></u>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT TO YEAR TWO OF FIVE CONTINUATION  
GRANT FOR HEAD START

WHEREAS, Adams County is the recipient of a five year federal grant for the Adams County Head Start Program; and,

WHEREAS, the Adams County Board of County Commissioners is the grantee of these funds, and must approve proposed changes to the Head Start Program; and,

WHEREAS, Adams County Head Start Program wishes to amend its program to eliminate all double session services and implement full day all full day sessions; and,

WHEREAS, these changes will require the reduction of available student slots; and,

WHEREAS, these changes, as described in the attached U.S. Department of Health and Human Services Amendment to Year Two of Five Continuation Grant Implementation for Adams County Head Start, support the needs of Head Start eligible families in the communities served by Adams County and align with the Head Start Performance Standards.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the U.S. Department of Health and Human Services Amendment to Year Two of Five Continuation Grant Implementation for Adams County Head Start be approved.

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached letter on behalf of Adams County.



February 28, 2017

Cheryl Lutz  
Office of Head Start, Region VIII  
Administration for Children & Families  
999 18<sup>th</sup> Street, South Terrace, Ste 499  
Denver, CO 80202

Re: Approval of Adams County Head Start's U.S. Department of Health and Human Services Amendment to Year Two of Five Continuation Grant (08CH010252):  
Implementation of all full day sessions, elimination of double sessions, and reduction of slots.

Dear Ms. Lutz:

As the Authorized Representative and Certifying Officer of the Adams County Board of Commissioners on behalf of ACHS, I am writing to confirm that during a regularly scheduled Public Hearing session the Adams County Board of County Commissioners, ACHS governing board, approved the Adams County Head Start U.S. Department of Health and Human Services Amendment to Year Two of Five Continuation Grant Implementation of all full day sessions, elimination of double sessions, and reduction of slots.

Sincerely,

Eva J. Henry, Chair  
Board of County Commissioners

Amendment to Year Two of Five Year Grant  
Adams County Head Start

An in-depth data analysis of several sources including parent input, community needs assessments, internal and external surveys, aggregated program data, and community input prompted the need to request approval for program changes as Head Start eligible families have demonstrated an ongoing demand for full day services. The need increased every year. ACHS has developed a plan that will address family and community needs while also ensuring long term program sustainability.

ACHS began the transition to implement additional full day classrooms in the 2015-2016 program year; however, the program is still not meeting the demand for full day services. As a result, ACHS is requesting an amendment to year two of its five year grant cycle proposing having only a full day option, a reduction of slots, and the elimination of double sessions (see Table 1). These changes support the need of Head Start eligible families in the communities we serve and align with the new Head Start Performance Standards (NHSPS).

Table 1

	Number of Head Start Slots	Number of Full Day Slots	Number of Double Session Slots	Number of Eliminated Slots
Current	449	64	385	N/A
Proposed	256	256	0	193

Program and Community Data

During the 2015 – 2016 and 2016 – 2017 program years, ACHS experienced a challenge in maintaining full enrollment in the double session option throughout each school year. Monthly enrollment reports submitted to the Office of Head Start reflect repeated instances when the program was unable to fill slots within the 30 day deadline for both program years. School districts in Adams County have experienced similar challenges with enrollment for their part day option. However, the school districts’ and ACHS’s full day slots are in high demand.

Additionally, data collected from a recent parent survey conducted by the local Early Childhood

Council reflects the need for full day services in the Adams County community. ACHS also administered a parent survey in February of 2016 to determine the program option needs of families. Out of 498 families, 346 completed the survey. The results indicate that 83% of these families are in need of full day services. Furthermore, the program's community needs assessment supports the need for the full day option; please refer to the Community Needs Assessment section of Adams County Head Start's year one of five grant application for details.

Aligned outcomes from ACHS and community partners correlate with families seeking full day center based slots more frequently than home based or double session. Adams County communities have faced significant changes in the past five years, including an economic recession. The declining interest in home based and double sessions and a high demand for full day services could potentially stem from parents' employment/ training opportunities as the nation's economic health gradually improves.

In order to meet the needs of Head Start eligible families, align with the full day requirement, and transition toward the 1020 duration; ACHS proposes the implementation of only full day sessions. The program will offer four full day classes Monday through Friday that meet the 1020 requirement. The remaining 12 full day classes will operate four days a week. These classes will have 128 instruction days starting the 2017 – 2018 program year (August of 2017). This requires the transition of 12 double session classrooms to full day, thus eliminating 193 double session slots from the program.

If the proposal is approved, ACHS will no longer offer double sessions. The program strives to help families identify the best preschool option/center. If we do not offer the option that best meets the needs of the family, ACHS provides information and support in contacting organizations that offer these services.

## COST ANALYSIS

Affordable preschool services are in demand; unfortunately many families in our communities do not have the means to cover the cost of high quality services. Having additional full day classrooms available through ACHS will support families' needs for this option. The average cost of attending a full day, high quality preschool in the community exceeds the financial abilities of Head Start eligible families.

ACHS lacks the necessary funding to support the conversion of all current double sessions to full day classrooms, implement the 1020 duration in all classrooms, and the ability to fiscally sustain the changes long term. The program cannot offer the 1020 hour option in all classrooms due to the anticipated salary increase needed to extend work hours for staff, such as Classroom Aides, that currently do not work on Fridays. Furthermore, to sustain the 1020 requirement in the 12 classrooms, the program would need to hire additional credentialed staff to provide the necessary classroom coverage for teachers to fulfill non-classroom responsibilities.

In addition, securing facilities continues to be a challenge for the program. ACHS does not have the facilities to house more classrooms, thus prompting the decrease of program slots. In order to provide additional full day slots, meet the needs of Head Start eligible families, and fiscally sustain the program option changes long term, ACHS must eliminate 193 double session slots. If the proposal is approved, the program has the fiscal capacity to serve 256 slots. Sixty four slots in four full day classrooms will meet the 1020 duration starting the 2017-2018 school year. The remaining 192 slots will receive 128 days of instruction and as funding permits more slots will transition into the 1020 duration (see Table 2).

Table 2

Proposed Changes Starting Year 3 of Year 5 of Grant				
Classrooms	1020 Hrs. per School Year	128 Days per School Year	Five Days a Week	Four Days a Week
4	X		X	
12		X		X

All funding currently received from the Office of Head Start will be utilized to sustain the 256 full day slots. Even though enrollment numbers will drop from 449 to 256, the number of classrooms and staff required to provide services remain the same (see Table 3). Unfortunately, a decrease in funding from other sources, such as the Colorado Preschool Program funding (CPP), is expected. ACHS anticipates the loss of CPP funding as a result of transitioning to all full day sessions. CPP regulations prohibit the use of funds unless the preschool program adds two hours, thus extending the service hours from 6.5 to 8.5 hours a day and ACHS lacks the funding to sustain this option, even with CPP funds.

Table 3

Staff Needs				
	Number of Program Slots	Number of Classrooms	Number of Education Staff	Option
Current	449	16	43	4 Full Day, 12 Double Session
Proposed	256	16	43	16 Full Day

The program is anticipating additional costs to support the provision of IEP services for enrolled children. ACHS's collaboration with the school districts for these services will be impacted since five out of the six school districts do not provide remote services outside of their schools. The program's shift to all full day will eradicate the dually-enrolled option families currently have. If ACHS has to provide the special education services currently offered by school districts, the program will have to secure a special education services contract. There is a possibility that ACHS will need to seek other funding sources to maintain and enhance the quality of these services.

Summary

Outcomes delineated the need for full day services and reflect that the double session option is not meeting the needs of the community. The cost analysis for the implementation of all full day sessions emphasizes ACHS's inability to fund any additional classrooms, thus, recognizing the need to reduce slots to ensure program sustainability.

ACHS has discussed the proposed changes with Policy Council (PC) and the Board of County Commissioners (BOCC). Our governing boards are aware of Head Start eligible families' needs, the elimination of program slots for fiscal sustainability, the implementation of full day only sessions, and the need to move toward the 1020 duration mandate. Both PC and BOCC have approved the proposed changes.

ACHS's commitment to meet the needs of the most vulnerable children and families in the community is evident as we strive to implement the program options most needed by the families within the program's funding capacity.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 7, 2017
<b>SUBJECT:</b> Consent to Assignment and Assignment
<b>FROM:</b> Jeri Coin, on behalf of D. E. Ruppel, Airport Director
<b>AGENCY/DEPARTMENT:</b> Front Range Airport
<b>HEARD AT STUDY SESSION ON</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves a resolution approving Consent to Assignment and Assignment of Lease with Richard W. Norloff to HB1, LLC

### **BACKGROUND:**

In 2002, the Front Range Airport (“Airport”) entered into a Land Lease with Airplane Hangar Co., LLC, which was subsequently assigned to AmJet, LLC, and then subsequently assigned to 37600 Cessna Way, LLC, and now subsequently assigned to Richard W. Norloff (“Assignor”), for certain real property known as 37600 Cessna Way, located on the Front Range Airport, 5200 Front Range Parkway, Watkins, CO 80137-7131. By means of the attached Consent to Assignment and Assignment the Tenant desires to assign his right, title and interest in and to the Lease to HB1, LLC, (“Assignee”) and Assignee, desires to take assignment of the Lease from Assignor.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Attorney’s Office

### **ATTACHED DOCUMENTS:**

BOCC Draft Resolution  
Consent to Assignment and Assignment  
Land Lease

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<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 CONSENT TO ASSIGNMENT AND ASSIGNMENT OF  
LAND LEASE FROM RICHARD W. NORLOFF TO HB1, LLC

Resolution 2017-

WHEREAS, in 2002, the Front Range Airport (“Airport”) entered into a Land Lease with Airplane Hangar Co., LLC, which was subsequently assigned to AmJet, LLC, and then, subsequently assigned to 37600 Cessna Way, LLC, and is now subsequently assigned to Richard W. Norloff (“Assignor”) for certain real property known as 37600 Cessna Way, located on the Front Range Airport, 5200 Front Range Parkway, Watkins, CO 80137-7131; and,

WHEREAS, the Assignor is the owner of an aircraft hangar located on the real property described in the aforementioned Land Lease; and,

WHEREAS, by means of the attached Consent to Assignment and Assignment the Assignor desires to assign its right, title and interest in and to the Lease to HB1, LLC, (“Assignee”) and Assignee desires to take assignment of the Lease from Assignor.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Consent to Assignment and Assignment of Land Lease from Richard W. Norloff to HB1, LLC, a copy of which is attached hereto, is hereby approved.

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

**CONSENT TO ASSIGNMENT  
AND ASSIGNMENT**

THIS AGREEMENT is made among Adams County, Front Range Airport (AIRPORT), Richard W. Norloff (ASSIGNOR), and HB1, LLC, (ASSIGNEE) on the date set forth below.

**BASIS FOR AGREEMENT**

- A. On October 1, 2002, Airplane Hangar Co., LLC, entered into a lease with AIRPORT for certain real property known as 37600 Cessna Way, Watkins, CO 80137, located on the Front Range Airport, 5200 Front Range Parkway, Watkins, CO 80137-7131, ("the Lease"), a copy of which lease is attached hereto as Exhibit A.
- B. The Lease was subsequently transferred to ASSIGNOR, and ASSIGNOR is the owner of an aircraft hangar building located on the real property described in the aforementioned Lease.
- C. ASSIGNOR desires to assign all its right, title and interest in and to the Lease to ASSIGNEE, and ASSIGNEE desires to take assignment of the Lease from ASSIGNOR.
- D. Under the terms of the Lease, such assignment is subject to approval by AIRPORT.

**CONSIDERATION**

In consideration of the foregoing facts and the mutual promises set forth below, the parties agree as follows.

**TERMS AND CONDITIONS**

- 1. ASSIGNOR hereby assigns all its right, title and interest in and to the Lease to ASSIGNEE. The Parties agree that ASSIGNOR shall continue to be responsible for all liabilities, claims, civil actions, and warranties incurred by ASSIGNOR or arising from ASSIGNOR'S tenancy under the Lease from March 21, 2013 through the transfer date.
- 2. In accordance with Section 5 of the Lease, AIRPORT hereby grants its approval for the assignment of the Lease.
- 3. From and after the transfer date, ASSIGNEE shall be bound by all the terms and conditions of the Lease, and in the event of ASSIGNEE'S default, bankruptcy or other event described in section 13 of the Lease, ASSIGNEE indemnifies ASSIGNOR, and holds ASSIGNOR harmless from all claims, liabilities, judgments, fees, costs, expenses and duties arising under the Lease, including attorney fees and court costs.

ASSIGNOR:

Richard W. Norloff

By: Richard W. Norloff  
Richard W. Norloff

Date: 2/14/2017

ASSIGNEE:

HB1, LLC

By: Richard W. Norloff  
Richard W. Norloff, Managing Member

Date: 2/14/2017

CONSENT:

ADAMS COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
County Attorney's Office

Date: \_\_\_\_\_

## UNIMPROVED LAND LEASE

This lease is made effective this 1<sup>st</sup> day of October, 2002 by and between the Front Range Airport Authority, a political subdivision of the State of Colorado, located at 5200 Front Range Parkway, Watkins, Colorado 80137, ("Landlord") and Colorado Airplane Hangar Co., LLC, a Colorado limited liability company, located at 4572 East Kentucky Avenue, Denver, Colorado 80246, ("Tenant").

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, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, those certain premises situated at the Front Range Airport, Adams County, Colorado, known as 37600 Cessna Way, Watkins, Colorado 80137 ("Premises"), the configuration and legal description of which are set forth on the Site Plan attached hereto as Exhibit "A" and incorporated herein by this reference. The Tenant shall have the non-exclusive use of taxiways, runways and other areas of the Airport, which are not within the exclusive use of other tenants and the Landlord.

2. Business Purpose. The Premises shall be used for the construction and operation of a commercial aircraft hangar building under the terms and conditions of this Lease which shall not be construed as creating or vesting in the Tenant or any subtenant or assignee a fee interest in the Premises.

The aircraft hangar building constructed on the Premises and the leasehold interest created hereby are to be used for aeronautical-related purposes, including but not limited to parking, storing and maintaining aircraft and other activities associated with aircraft ownership. Aircraft stored in the hangar must not exceed a wingspan of 79 feet according to Design Group II as defined in FAA AC150/5300-13 Airport Design\Chapter 1.,Regulatory Requirements and Definition of Terms, nor weigh more than 65,000 pounds gross aircraft weight (dual wheel gear).

The tenant shall submit plans and specifications to the Front Range Airport for the said hangar improvement site for review, comment and acceptance by the airport. The aircraft pavement section shall be of sufficient strength to accommodate the design aircraft of 65,000 pounds gross aircraft weight (dual wheel gear) or as otherwise deemed appropriate by the airport.

The tenancy created hereby is subject to the terms of this Lease, the Minimum Standards of Front Range Airport, all applicable federal, state and local laws and ordinances. The Minimum Standards shall be provided by the Landlord to the Tenant in

writing upon the approval of this Lease and thereafter from time to time as they are amended.

3. Term. The initial term of this Lease is twenty-five years, commencing 12:01 a.m., October 1, 2002, and ending at midnight on September 30, 2027. So long as the Tenant is in full compliance with the terms of the Lease and the Minimum Standards of Front Range Airport, and the Landlord has determined that the building is in good repair, the Landlord shall extend the term of this Lease for a five (5) year period effective October 1, 2027. Thereafter, additional five (5) year renewal terms may be offered so long as the requirements of this paragraph have been met. The Tenant may terminate this Lease without penalty at the end of the original or any extended lease term by giving the Landlord written notice of its intent to terminate at least ninety (90) days prior to the end of the applicable lease term.

4. Rent. The rent for said leasehold space for 2002, the first year of this lease commencing upon execution hereof, shall be Two Thousand Six Hundred Seventy-one and 45/100 Dollars (\$2,671.45), computed at the pro-rated, annual rate of twenty-three cents (\$0.23) per square foot, times the building footprint of one hundred seventy-two (172) feet by two hundred (200) feet plus fifteen (15) feet on all four sides or 46,460 square feet as shown on Exhibit "A". The total square footage for which Tenant is responsible for purposes of maintenance and repairs as per paragraph 10 of this Lease and otherwise, is 156,310 as shown on Exhibit "A". Rent payment shall be made at 5200 Front Range Parkway, Watkins, Colorado 80137, or at such other address as the Landlord notifies the Tenant in writing during the original or any extended term of the Lease. The Tenant shall also pay for any calendar year or fraction thereof for which rent is due but not paid within ten (10) calendar days of the due date a late charge equal to five percent (5%) of the rent due and any accrued late charges.

a. Future Rental Periods. Commencing on January 1, 2003, the annual rent shall be \$10,685.80, computed at the annual rate of twenty-three cents (\$0.23) per square foot, with the leasehold space consisting of 46,460 square feet. Commencing January 1, 2007, and 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 46,460 square feet as shown on Exhibit "A", footprint of the leasehold space.

5. Assignment of Lease. The Tenant may sublease or sell hangar space for the purpose described in paragraph 2, above, for a term and under such terms and under conditions as the Tenant may determine in its sole discretion, provided: (1) the Tenant receives the Landlord's approval of the rental or sale, which shall not be unreasonably withheld; (2) the Tenant provides the Landlord and maintains a current list of the names, addresses and telephone numbers of subtenants or purchasers and their aircraft registration numbers; and (3) subtenants or purchasers agree in writing to abide by all the terms and conditions of this Lease.

6. Buildings Constructed on Premises. All improvements constructed on the Premises are subject to the following terms and conditions:

a. All improvements shall be built in strict accordance with design plans and specifications, including floor plans and elevations showing the dimensions, appearance, interior characteristics and color of the finished building. Said plans and specifications shall be filed with and approved by the Landlord before construction commences as outlined in the Checklist for Hangar Construction attached hereto as Exhibit "C." Plans for construction on the Premises shall be presented to Landlord within thirty (30) days of execution of this Lease. Landlord's approval or disapproval of Tenant's plans shall be provided to Tenant within thirty (30) days after submission of those plans to Landlord by Tenant. Any disapproval shall state specifically the reasons for the disapproval. Tenant shall have the right to re-submit plans after any disapproval by Landlord. In the event of any disapproval by Landlord, both Landlord and Tenant shall have the right to terminate this Lease by providing written notice of termination to the other party within sixty (60) days of the date of Landlord's disapproval, in which case neither party shall have any further obligations to the other, provided, however, Tenant shall be entitled to a prorata refund of prepaid annual rent paid to Landlord.

b. Subject to the conditions of this paragraph 6, the Tenant shall construct a hangar building one hundred seventy-two (172) feet by two hundred (200) feet. The building must be located as shown on Exhibit "A" hereto, and such building must be approved by the Adams County Building Department after the approval of the plans by the Landlord. Tenant's contractor and subcontractor shall only use the "Construction Route" as depicted on Exhibit "A" to get materials and equipment to and from the project site, and shall only use the "Staging Area" as depicted on Exhibit "A" for the storage of materials and equipment necessary for this project. Materials shall be kept a minimum of 50 feet from taxiways and aprons. At its sole expense, the Tenant shall repair damage caused by Tenant's contractor and subcontractor during construction, to the "Construction Route". The building may be used only for the purposes set forth in paragraph 2, above, and it shall be warranted by the Tenant against defects in workmanship or materials for a period of two years after completion. The Tenant hereby indemnifies the Landlord against any costs of warranty work. The Tenant's warranty may not be assigned, transferred or delegated to anyone without the Landlord's prior written consent. Tenant shall provide Landlord a legal description of the parcel known as 37600 Cessna Way prior to the issuance of the certificate of occupancy.

c. Tenant shall construct one hundred seventy-two (172) foot by one hundred (100) foot apron as shown on Exhibit A. The aircraft pavement section shall be of sufficient strength to accommodate the design aircraft of 65,000 pounds gross aircraft weight (dual wheel gear) or as otherwise deemed appropriate by the airport. Tenant shall

construct a fifty (50) foot by one hundred fifty (150) foot apron as shown on Exhibit A, capable of holding a 12,500 pound aircraft.

d. Tenant shall construct a vehicle parking area with no less than 30 parking spaces and a one hundred ninety (190) foot by twenty-four (24) foot access road as shown on Exhibit "A". The vehicle parking area and access road shall be constructed with pavement strength to accommodate vehicle circulation and parking including occasional heavy, service trucks. Plans and Specifications for the vehicle parking area and access road, which shall include pavement designs shall be signed and sealed by a registered professional engineer licensed in Colorado. Tenant shall provide Landlord with soils compaction test, design mix and pavement cross-section prior to construction of the vehicle parking area and shall provide a design mix test after the completion of the vehicle parking area.

e. Unless construction of the improvements is commenced within sixty (60) days after approval of the improvement plans by the Landlord, this Lease shall become null and void, unless the Landlord agrees in writing to a longer period in which to commence construction. If the Lease becomes null and void pursuant to this section, the Tenant shall be entitled to return of all advance rents and other fees paid to the Landlord. The Tenant shall complete construction and obtain a Certificate of Occupancy for the improvements within 180 days after the commencement of construction, however, the Landlord shall allow an additional 120 days for the Tenant to obtain such Certificate if construction improvements have been delayed because of any reason out of its control, including, but not limited to, labor or material shortages, weather, or acts of God. If the Tenant fails to obtain such Certificate within the additional time just described, the Tenant shall pay the Landlord within thirty (30) calendar days of receipt of invoice sufficient money for the Landlord or its designee to obtain the Certificate. All permits and approvals required for construction of the said improvements and/or use of the Premises shall be obtained by the Tenant in a timely fashion at Tenant's sole expense.

Tenant understands that Adams County Building Department will not issue a Certificate of Occupancy until all items on the Checklist for Hangar Construction attached hereto as Exhibit "C" and incorporated herein by this reference have been completed to the satisfaction of the Airport.

7. Utilities. Tenant is responsible for bringing utilities from the present point of termination to the perimeter of the Premises. Tenant is responsible for installing and maintaining a septic system for the hangar, if tapping into the existing sewer line is not approved by Landlord. Tenant is responsible for installing a water meter. Tenant is responsible for installing fire hydrants as required by the local fire department. 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. After

installation, pavement shall be repaired according to Airport standards or at Landlord's request. Tenant hereby covenants and agrees to pay water and sewer tap fees as stated in the Schedule of Fees attached hereto as Exhibit "D" and 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.

8. Taxes. The Tenant shall pay all property and other taxes that are assessed against the Premises.

9. Occupancy. The Premises shall not be occupied or used for any purpose until a Certificate of Occupancy is issued for any building constructed thereon.

10. Repair and Maintenance.

a. At its sole expense, the Tenant shall keep the Premises and all improvements thereon in good repair and in a safe, sanitary, orderly and usable condition. The Premises shall at all times be maintained in accordance with any applicable Building Code, Zoning Regulation, or Ordinance of Adams County.

b. During construction, Tenant shall, at its expense, be responsible for the immediate clean up of any dirt and/or mud that is tracked or blown upon the adjacent pavement areas or the construction site or related to the construction.

c. Good Condition: Tenant shall keep Premises in good order and working condition and will do all necessary and appropriate maintenance and repair work at its sole expense. If Tenant fails to maintain the Premises, Landlord may perform such maintenance and invoice Tenant for all costs incurred. Prior to commencing work, Landlord will provide Tenant with thirty (30) days written notice and right to cure, and the applicable provisions of paragraph 27 below shall apply.

d. Waste: The Tenant shall place and regularly empty suitable trash containers on the Premises. It shall not permit rubbish, debris, waste material, anything noxious or detrimental to safety or health, anything likely to create objectionable odors or a fire hazard or anything subject to deterioration to accumulate on the Premises or to be improperly disposed of. The Tenant shall not allow any waste, liquids or other materials that could cause malfunction of the Landlord's sewage plant or impede the normal chemical or biological workings of the plant to become part of the plant's influence.

e. Care of Petroleum products and Other Material by Tenant: Tenant shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and Airport statutes, regulations, rules and ordinances. No waste or disposable materials shall be released on the ground or in

the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Tenant, the Tenant shall be responsible for the clean up, containment and otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Landlord and appropriate governmental agency of such occurrence immediately. Should the Tenant fail to do so, the Landlord may take any reasonable and appropriate action in the Tenant's stead. The cost of such remedial action by the Landlord shall be paid by the Tenant.

f. Snow: At its sole expense, the Tenant shall remove snow and ice from all paved areas of the Premises.

g. Pavement: At its sole expense, the Tenant shall repair and maintain all paved areas of the Premises and their subsurfaces in a safe and structurally sound condition.

11. Use. The Tenant shall conduct on the Premises only the business for which it is leased and shall not use the Premises for any illegal purpose.

12. Liens and Insolvency. The Tenant shall keep the Premises free from any liens arising from work performed thereon or materials furnished thereto. If the Tenant becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver, trustee or other liquidator is appointed for the Tenant, the Landlord may cancel this Lease by appropriate legal means.

13. Rent After Default. If any or all of the Premises is sublet, sold or otherwise occupied by anyone other than the Tenant, after any default in the payment of rent by the Tenant, the Landlord may collect rent or other periodic payments from subtenants, purchasers or other occupants, but such collection and/or the Landlord's agreement to a third person's use or occupancy of the Premises shall not be deemed a waiver of any term or condition of this Lease.

14. Access. The Tenant shall allow the Landlord and/or its agents access to the Premises during business hours upon 24 hours' notice for the purpose of inspection. In case of emergency the Landlord may have access at any time. Nothing herein shall be construed to limit the authority of Adams County building inspectors under existing law.

15. Liability Insurance. The Tenant shall maintain liability insurance by a company or companies acceptable to the Landlord insuring the Tenant against claims based on personal injury or death and damage or destruction of property that arise from the intentional or negligent acts of the Tenant, its agents, employees or servants or by means of any form of transportation, including owned, non-owned and hired automobiles, to the extent required by Exhibit "B" attached hereto and incorporated herein by this

reference. The Landlord shall be included on all such policies as a named insured, and a true copy of those policies shall be furnished to the Landlord. Every such policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord.

16. Accidents - Indemnity. The Tenant shall bear the risk of damage or destruction of all personal property on the Premises. The Landlord shall not be liable for any damage to persons or property on the Premises sustained by the Tenant or others, whether caused by defects now on the Premises or due to conditions hereafter arising in any building or other improvement or appurtenance thereon, including but not limited to lack of repair, fire, bursting or leaking water, gas, sewer or steam pipes, or the acts or omissions of the Tenant, any subtenant, purchaser or other occupant of the Premises or any invitee on the Premises, or the happening of any accident from any cause in or about any improvement on the Premises.

17. Fire Insurance. At its sole expense, at all times after commencement of construction on the Premises, the Tenant shall carry fire and extended coverage hazard insurance (including vandalism and malicious mischief protection) on all buildings commenced on the Premises, the policy or policies of which shall name the Landlord as an additional insured to the extent of the Landlord's interest in such buildings. A true copy of all such policies shall be furnished to the Landlord. Every such policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord, no such policy shall contain a deductible clause greater than \$1,000 per claim. In the event of loss, the Tenant shall pay such deductible amount.

18. Casualty Loss – Application of Proceeds. In the event of any casualty loss to any improvement covered by insurance, the proceeds of such insurance shall be used to repair or replace such improvement and return the Premises to its original condition. The proceeds shall be first applied to the cost of clean-up, to the extent required by the Landlord. Upon the sublease or sale of any part of the Premises, the Tenant shall require the subtenant or purchaser to obtain hazard insurance at the subtenant's or purchaser's sole expense containing the same provisions as those set forth in paragraph 17, above, and including the Landlord and the Tenant as additional named insured, as their interests may appear.

19. Condemnation. The Landlord may condemn the Premises if it desires to use the Premises for other airport purposes. If it does so, it shall compensate the Tenant for the value of the remaining original lease term, if the condemnation occurs during that term, and for the value of the remaining then-current lease term extension, if the condemnation occurs during a lease term extension. Landlord shall compensate the Tenant for the remaining life of all improvements the Tenant has constructed on the Premises based on a 30-year life for each such improvement. If the Landlord and Tenant disagree as to the value of the remaining life of the Lease or an extension thereof or any

improvement Tenant has constructed on the Premises, each shall retain an appraiser to value those items. If those appraisers are unable to agree on such valuations, they shall appoint a third appraiser, and that appraiser's valuations shall be conclusive and binding on both parties. If the Tenant has already given written notice of lease termination as provided in paragraph 3 above, at the time it receives the Landlord's notice of condemnation, the Premises shall be surrendered to the Landlord at the end of the then-current lease term without regard to the provisions of this paragraph.

20. Tenant's Right of Cancellation. In addition to any other remedies available to the Tenant, this Lease shall be subject to cancellation by the Tenant if any one or more of the following events occur:

a. Abandonment: If the Airport is permanently abandoned as an operating airport by the Landlord, the Tenant shall be entitled to cancel this Lease, remove all improvements it constructed on the Premises and have returned to it all prepaid rents.

b. Supervening Event: If any act of God prevents the Tenant from using the Premises for the purpose provided in paragraph 2 above, for six consecutive months, it may cancel this Lease. However, neither party shall have any liability to the other for the results of any such act.

c. Landlord's Breach of Lease: Tenant may cancel this Lease if the Landlord breaches any of its obligations under this Lease and fails to remedy such breach within sixty (60) calendar days after the Tenant's delivery of written notice of the breach to the Landlord.

21. Removal of Improvements. Upon termination of this Lease, at its sole cost, the Tenant shall remove any improvements (except pavement) it has made to the Premises, and it shall return the Premises to the Landlord in the same condition as it existed at the inception of this Lease (except for any pavement that may exist on the Premises at the time of termination).

22. Notices. All notices and consents required or permitted hereunder shall be deemed delivered when personally delivered, or when delivered by courier or facsimile or other electronic means, or three business days after being deposited in the United States mail, sealed and postage prepaid, certified and return receipt requested, addressed, as appropriate, to:

LANDLORD

Director of Aviation  
Front Range Airport  
5200 Front Range Parkway

Watkins, Colorado 80137

TENANT

Douglas J. Blake  
Colorado Airplane Hangar Co.  
4572 East Kentucky Avenue  
Denver, Colorado 80246

or to such other addresses as the parties may designate to each other in writing.

23. Governmental Fees. All fees due under applicable law to any city, county or state on account of any inspection made of the Premises shall be paid by the Tenant.

24. Signs. Any sign or symbol placed anywhere on the Premises shall first be approved by the Landlord. Any sign or symbol not so approved shall be immediately removed upon notice by the Landlord at the Tenant's sole expense. The Tenant's failure to promptly remove such sign or symbol shall entitle the Landlord to remove it at the Tenant's sole expense. Any sign or symbol approved by the Landlord for display on the Premises shall be removed at Tenant's expense at the termination of the Lease. In addition to being authorized by the Landlord, all signs displayed on the Premises shall conform to all applicable laws and regulations, and the Tenant shall pay all fees associated therewith. Tenant will mount a sign on each end of the hangar containing the hangar number, street address and language similar to a "no parking" sign.

25. Mailboxes. Mailboxes as approved by the United States Postal Service shall be installed at Tenant's expense. The location of mailboxes shall be approved in writing by the Landlord prior to placement on airport property.

26. Default and Re-Entry. Unless resulting from events described in paragraphs 18 or 19, above, the Tenant's failure to pay rent when due or its violation of any other of its obligations hereunder shall entitle the Landlord to terminate this Lease upon thirty (30) days prior written notice. If the default or violation is cured within the said thirty (30)-day period, or if the violation is not capable of complete cure within the said period but cure is commenced within the period, the Landlord shall have no right of termination. However, if the default or violation is not cured, or cure of the violation is not begun, within the thirty (30)-day period, the Lease shall be deemed terminated at the end of that period without further action by the Landlord. Upon termination the Tenant shall be entitled to recover any prepaid rent and other fees, and the Landlord shall be entitled to possession of the Premises. If the Tenant fails to vacate the Premises, the Landlord shall have the right to evict the Tenant pursuant to Colorado law.

27. Nonwaiver of Breach. The failure of either party to insist on strict compliance with any term or condition of this Lease shall not be deemed a waiver or relinquishment of the right to require strict compliance with such term or condition, or any other term or condition of this Lease in the future.

28. Holding Over. If the Tenant holds over after the end of the original term of this Lease or any extended term hereof, the Tenant shall pay the Landlord rent in an amount equal to 150 % of the Lease rate then in effect. Such holding over shall not constitute renewal of this Lease but shall be a month-to-month tenancy only, with all other terms and conditions of this Lease applicable.

29. Landlord's Warranties. The Landlord warrants that it is the owner of the Premises free and clear of all liens and encumbrances, that it has the authority to enter into this Lease and that the Premises is free from contamination by hazardous substances.

30. 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. Motor vehicles shall be parked only in designated parking areas.

32. Aircraft Parking. Aircraft shall not be parked on taxiways, aprons or other pavement on the Premises in a manner that unduly obstructs access to adjacent hangars. Only airworthy aircraft shall be parked on the Premises outside the hangar(s).

33. Jurisdiction and Venue. The parties acknowledge that this Lease is entered into in the State of Colorado, and they agree that the courts of Adams County, Colorado, shall have jurisdiction and be the sole venue to resolve all disputes between the parties arising from this Lease or concerning the Premises.

34. Site Plan. The development plan drawings shall conform to and be in compliance with the requirements set forth in Chapter VI, Article B, Step 2 (Concept Plan), and Step 3 (Development Plan Drawings) of the Development Policy and Application Procedure for Aeronautical and Non-aeronautical Land Use at Front Range Airport, as adopted October 20 1999, and amended from time to time

35. Indemnification. The Tenant shall bear the entire loss or damage to all improvements to the Premises, whether by windstorm, fire, earthquake, snow, water run-off or any other cause whatsoever. The Tenant hereby indemnifies the Landlord against and holds it harmless from all demands, claims, costs, causes of action and judgments, as well as from all costs of investigating and defending the same, arising from or growing out of the acts or omissions of the Tenant, its contractors, agents, members, stockholders,

employees, invitees, servants, subtenants, successors or assigns in connection with their occupancy of any portion of Front Range Airport, including the Premises.

36. Completion of Improvements. Tenant agrees to complete the improvements in compliance with all terms of this Lease. Should Tenant fail to complete construction of the building pursuant to the terms of this Lease, Tenant agrees to pay Landlord the sum of monies as shall be necessary for Landlord, or its designee, to satisfactorily complete the improvements. Such monies shall be paid to Landlord within thirty (30) days of receipt of invoice.

37. As-Built Plan. Upon the issuance of a Certificate of Occupancy for the Premises, the Tenant shall provide to the Landlord a plot plan of the Premises and all improvements thereon as they were actually built, including the location of all utilities.

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 have executed this Lease this 1<sup>st</sup> day of October 2002.

LANDLORD  
FRONT RANGE AIRPORT AUTHORITY

Attest:

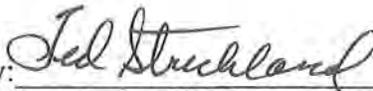
By:   
DENNIS R. HEAP  
Clerk

By:   
PERRY MILLER  
Chair

BOARD OF COMMISSIONERS  
OF ADAMS COUNTY

Approved as to form:



By:  10/23/02  
TED STRICKLAND  
Chair

Module #1, 37600 Cessna Way

TENANT

COLORADO AIRPLANE HANGAR CO,  
LLC

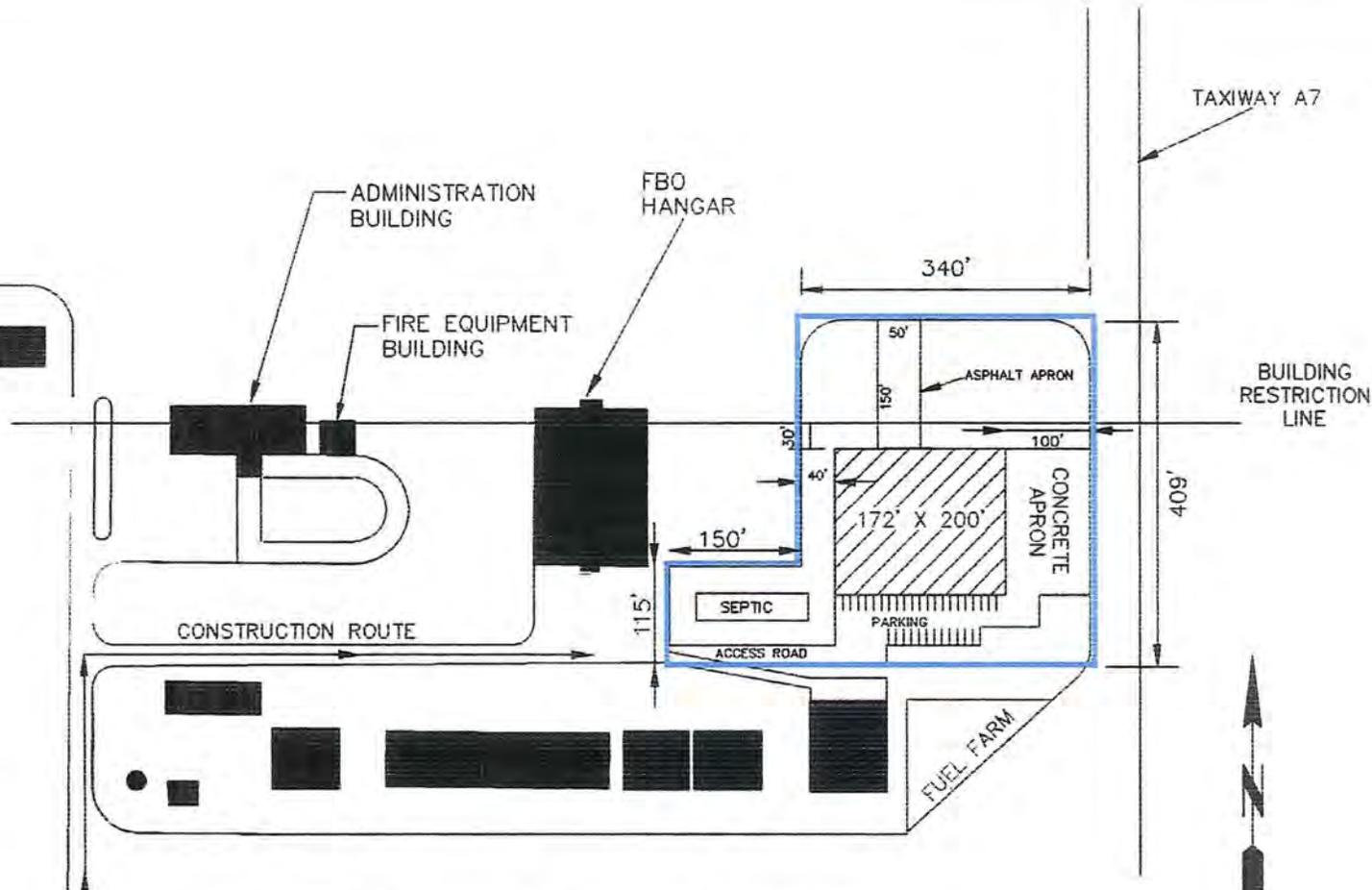
By:

A handwritten signature in cursive script, appearing to read "Douglas J. Blake", is written over a horizontal line.

DOUGLAS J. BLAKE

Member

EXHIBIT "A"  
 AIRPLANE HANGAR CO. LLC  
 37600 CESSNA WAY



**NOTES:** CONSTRUCTION STAGING AREA WILL BE ON THE SOUTH SIDE OF THE BUILDING SITE. NO EQUIPMENT, BUILDING MATERIALS, OR DEBRIS WITHIN 50 FEET OF TAXIWAYS OR APRONS.

**PREMISE:** (SHOWN IN BLUE) CONSISTS OF TWO(2) AREAS, 340' X 409', AND 150' X 115', FOR A TOTAL OF 156,310 SQUARE FEET.

**ACCESS ROAD:** 190' x 24'

FRONT RANGE AIRPORT WATKINS, COLORADO	DATE 0-7-2012	DESCRIPTION
	REVISION	BY

**EXHIBIT "B"**

**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 \$500,000 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.
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.

**EXHIBIT C**

**Page 1 of 2**

**CHECKLIST FOR HANGAR CONSTRUCTION**

Module/Site \_\_\_\_\_  
Street Address \_\_\_\_\_  
Developer \_\_\_\_\_  
Hangar Dimensions \_\_\_\_\_

**Hangar Purpose**  
**Date Lease Signed**

**Pre-Submittal Meeting**

\_\_\_\_\_ Meeting to discuss proposed development idea with Airport Staff.  
\_\_\_\_\_ Obtain Land Development Application.

**Concept Plan**

\_\_\_\_\_ Scheduled Meeting with Planning Staff.  
\_\_\_\_\_ Submit completed Land Development Application and pay Concept Fee \$100.00

Submit Concept Plan to include following:

Written narrative describing the proposed development to include:

- Proposed Use – Commercial or Non-Commercial
- Number of structures, gross and net density
- Type of structures(s), approximate size(s) of units(s), and approximate maximum height of building(s) in feet
- Comprehensive timetable of construction

Plan drawing (Exhibit A) to include:

- Title or name of the development above the term "Hangar Plan"
- Vicinity map, scale, north arrow and date of preparation
- Location and legal description of lot
- Total area of open space
- Location and proposed use(s) of building areas to include ranges of dimensions and square footage
- Location and dimensions of required building and landscaping setbacks
- Parking area(s), verifiable based upon building, square footage
- Designation and classification of any right of way, turning or acceleration and/or deceleration lanes, areas to be vacated, access points, etc. that are required
- Topographic map depicting existing and proposed contours
- Utilities drawing depicting existing and proposed locations
- Internal site circulation and designation of public and private streets
- Proposed timetable for development plan

\_\_\_\_\_ Letters from water and sewer providers and fire district.

Development Plan

Submit four (4) copies of Development Plan to include following:

- Letter of Intent
- Traffic Impact Study
- Phase III Drainage Report

**EXHIBIT C**

Page 2 of 2

- Folded Plan Maps (2 copies folded so as to fit into a 9" x 12" envelope) of Development Plan to include:
  - Cover
  - Site Plan
  - Landscape Plan (includes exterior lighting, signage, building finishes)
  - Grading, and Erosion Control Plan
  - Signage Plan
  - Elevations and Lot Corners

- \_\_\_\_\_ Construction Drawings (2 copies)
- \_\_\_\_\_ Pay Development Plan Application Fee \$500.00
- \_\_\_\_\_ Current Statement of Financial Condition of Applicant "CONFIDENTIAL"
- \_\_\_\_\_ Declared General Contractor and List of sub-contractors to include:
  - Name & Title
  - Mailing Address
  - Telephone & fax numbers
  - Copy Adams County Contractors License
- \_\_\_\_\_ Review and sign four copies of Unimproved Land Lease
- \_\_\_\_\_ Approval of Unimproved Land Lease by Authority at Public Hearing
- \_\_\_\_\_ Completed FAA Form 7460-1, "Notice of Proposed Construction or Alteration"

Post-Approval Requirements

Following approval of the Development Plan and prior to application to Adams County for any building, permit, the applicant shall deliver to the Airport:

- \_\_\_\_\_ One set of final construction drawings, signed by a registered architect or professional engineer
- \_\_\_\_\_ Certificates of Insurance for contractor and sub-contractors.
- Construction**
- \_\_\_\_\_ Obtain Airport Letter of Approval for Building Permit
- \_\_\_\_\_ Obtain Building Permit from Adams County
- \_\_\_\_\_ Schedule Pre-Construction Meeting with Airport Staff to review Airport safety requirements, operational restrictions, and coordination procedures
- Airport sign-off:**
- \_\_\_\_\_ Building Layout
- \_\_\_\_\_ Elevations (before foundation is poured)
- \_\_\_\_\_ Rough Grade Inspection
- \_\_\_\_\_ Pay Water & Sewer Tap Fee \$10,000.00 + \$166.66 each fixture
- \_\_\_\_\_ Water Meter Installed
- \_\_\_\_\_ Fire Hydrant Installed
- \_\_\_\_\_ Airport Representative inspection of water & sewer lines and tap
- \_\_\_\_\_ Storm Water Inspection
- \_\_\_\_\_ Final Grade Inspection
- \_\_\_\_\_ Apron & Taxilane design and asphalt mix
- \_\_\_\_\_ Airport representative present during paving of aprons and taxiways
- \_\_\_\_\_ Scheduled walk-through and final approval by Airport
- \_\_\_\_\_ Provide Airport with a copy of Certificate of Occupancy
- \_\_\_\_\_ Within thirty (30) days of issuance of Certificate of Occupancy provide Airport a plot plan of the Premises and all improvements as they were actually built, including the location of all utilities.

**EXHIBIT "D"**

**Schedule of fees**

October 1, 2002	Concept Plan Application Fee	\$ 100.00
October 1, 2002	Development Plan Application Fee	\$ 500.00
October 1, 2002	Prorated Annual Rent	\$ 2,671.45
Prior to C. O.	Water Tap Fee	\$ 5,000.00
		+\$83.33/fixture
Prior to C.O.	Sewer Tap Fee (unless septic)	\$ 5,000.00
		+\$83.33/fixture
January 1, 2003	Annual Rent	\$ 10,685.80
January 1, 2004	Annual Rent	\$ 10,685.80
January 1, 2005	Annual Rent	\$ 10,685.80
January 1, 2006	Annual Rent	\$ 10,685.80
January 1, 2007	Annual Rent	Adjusted



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 7, 2017
<b>SUBJECT:</b> Consent to Assignment and Assignment
<b>FROM:</b> Jeri Coin, on behalf of D. E. Ruppel, Airport Director
<b>AGENCY/DEPARTMENT:</b> Front Range Airport
<b>HEARD AT STUDY SESSION ON</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves a resolution approving Consent to Assignment and Assignment of Lease with Robert E. Sneed to Robert E. and Anne T. Sneed, Trustees of the Robert E. Sneed Trust, dated September 28, 1970, and any amendments

### **BACKGROUND:**

In 2002, the Front Range Airport (“Airport”) entered into a Land Lease with Robert E. Sneed (“Assignor”), for certain real property known as 37825 50<sup>th</sup> Avenue, located on the Front Range Airport, 5200 Front Range Parkway, Watkins, CO 80137-7131. By means of the attached Consent to Assignment and Assignment the Tenant desires to assign his right, title and interest in and to the Lease to Robert E. and Anne T. Sneed, Trustees of the Robert E. Sneed Trust, dated September 28, 1970, and any amendments, (“Assignee”) and Assignee, desires to take assignment of the Lease from Assignor.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Attorney’s Office

### **ATTACHED DOCUMENTS:**

BOCC Draft Resolution  
Consent to Assignment and Assignment  
Land Lease

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<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 CONSENT TO ASSIGNMENT AND ASSIGNMENT OF  
LEASE WITH ROBERT E. SNEED TO ROBERT E. AND ANNE T. SNEED, TRUSTEES OF  
THE ROBERT E. SNEED TRUST, DATED SEPTEMBER 28, 1970

Resolution 2017-

WHEREAS, in 2002, the Front Range Airport (“Airport”) entered into a Land Lease with Robert E. Sneed (“Assignor”) for certain real property known as 37825 50<sup>th</sup> Avenue, located on the Front Range Airport, 5200 Front Range Parkway, Watkins, CO 80137-7131; and,

WHEREAS, the Assignor is the owner of an aircraft hangar located on the real property described in the aforementioned Land Lease; and,

WHEREAS, by means of the attached Consent to Assignment and Assignment the Assignor desires to assign its right, title and interest in and to the Lease to Robert E. and Anne T. Sneed, Trustees of the Robert E. Sneed Trust, dated September 28, 1970, and any amendments, (“Assignee”) and Assignee desires to take assignment of the Lease from Assignor.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Consent to Assignment and Assignment of Land Lease dated April 1, 2002, from Robert E. Sneed to Robert E. and Anne T. Sneed, Trustees of the Robert E. Sneed Trust, dated September 28, 1970, and any amendments, a copy of which is attached hereto, is hereby approved.

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

**CONSENT TO ASSIGNMENT  
AND ASSIGNMENT**

THIS AGREEMENT is made among Adams County, Front Range Airport (AIRPORT), Robert E. Sneed (ASSIGNOR), and Robert E. and Anne T. Sneed, Trustees of the Robert E. Sneed Trust, dated September 28, 1970, and any amendments (ASSIGNEE) on the date set forth below.

**BASIS FOR AGREEMENT**

- A. On April 1, 2002, ASSIGNOR, entered into a lease with the AIRPORT for certain real property known as 37825 50<sup>th</sup> Avenue, Watkins, CO 80137, located on the Front Range Airport, 5200 Front Range Parkway, Watkins, CO 80137-7131, ("the Lease"), a copy of which lease is attached hereto as Exhibit A.
- B. ASSIGNOR desires to assign all its right, title and interest in and to the Lease to ASSIGNEE, and ASSIGNEE desires to take assignment of the Lease from ASSIGNOR.
- C. Under the terms of the Lease, such assignment is subject to approval by AIRPORT.

**CONSIDERATION**

In consideration of the foregoing facts and the mutual promises set forth below, the parties agree as follows.

**TERMS AND CONDITIONS**

- 1. ASSIGNOR hereby assigns all its right, title and interest in and to the Lease to ASSIGNEE. The Parties agree that ASSIGNOR shall continue to be responsible for all liabilities, claims, civil actions, and warranties incurred by ASSIGNOR or arising from ASSIGNOR'S tenancy under the Lease from April 1, 2002 through the transfer date.
- 2. In accordance with Section 5 of the Lease, AIRPORT hereby grants its approval for the assignment of the Lease.
- 3. From and after the transfer date, ASSIGNEE shall be bound by all the terms and conditions of the Lease, and in the event of ASSIGNEE'S default, bankruptcy or other event described in section 13 of the Lease, ASSIGNEE indemnifies ASSIGNOR, and holds ASSIGNOR harmless from all claims, liabilities, judgments, fees, costs, expenses and duties arising under the Lease, including attorney fees and court costs.

ASSIGNOR:

Robert E. Sneed

By: Robert E. Sneed  
Robert E. Sneed, Tenant

Date: 13 Feb, 2017

ASSIGNEE:

Robert E. and Anne T. Sneed, Trustees, of the Robert E. Sneed Trust

By: Robert E. Sneed  
Robert E. Sneed, Trustee

By: Anne T. Sneed  
Anne T. Sneed, Trustee

Date: 13 Feb, 2017

Date: 2/13/17

CONSENT:

ATTEST:

ADAMS COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Chairperson

By: \_\_\_\_\_  
County Attorney's Office

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## UNIMPROVED LAND LEASE

This lease is made effective this 1<sup>st</sup> day of April 2002, by and between the Front Range Airport Authority, a political subdivision of the State of Colorado, located at 5200 Front Range Parkway, Watkins, Colorado 80137, ("Landlord"), and Robert E. Sneed, located at 330 Jasmine Street, Denver, Colorado 80220 ("Tenant").

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, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, those certain premises situated at the Front Range Airport, Adams County, Colorado, known as 37825 50th Avenue, Watkins, Colorado 80137 ("Premises"), the configuration and legal description of which are set forth on the Site Plan attached hereto as Exhibit "A" and incorporated herein by this reference. The Tenant shall have the non-exclusive use of taxiways, runways and other areas of the Airport, which are not within the exclusive use of other tenants and the Landlord.

2. Business Purpose. The Premises shall be used for the construction and operation of a non-commercial aircraft hangar building under the terms and conditions of this Lease which shall not be construed as creating or vesting in the Tenant or any subtenant or assignee a fee interest in the Premises. Note: Commercial operations are allowed only in hangars that have a certificate of occupancy from Adams County that identifies the purpose as "commercial use".

The aircraft hangar building constructed on the Premises and the leasehold interest created hereby are to be used for aeronautical-related purposes, including but not limited to parking, storing and maintaining aircraft and other activities associated with aircraft ownership. Aircraft will not have a wing span in excess of forty-nine (49) feet, nor weigh more than 12,500 pounds. The tenancy created hereby is subject to the terms of this Lease, the Minimum Standards of Front Range Airport, all applicable federal, state and local laws and ordinances. The Minimum Standards shall be provided by the Landlord to the Tenant in writing upon the approval of this Lease and thereafter from time to time as they are amended.

3. Term. The initial term of this Lease is twenty-five years, commencing 12:01 a.m., April 1, 2002, and ending at midnight on March 31, 2027. So long as the Tenant is in full compliance with the terms of the Lease and the Minimum Standards of Front Range Airport, and the Landlord has determined that the building is in good repair, the Landlord shall extend the term of this Lease for a five (5) year period effective April 1, 2027. Thereafter, additional five (5) year renewal terms may be offered so long as the requirements of this paragraph have been met. The Tenant may terminate this Lease

without penalty at the end of the original or any extended lease term by giving the Landlord written notice of its intent to terminate at least ninety (90) days prior to the end of the applicable lease term.

4. Rent. The rent for said leasehold space for 2002, the first year of this lease commencing upon execution hereof, shall be One Thousand Three Hundred Seventy-seven and no/100 Dollars (\$1,377.00), computed at the pro-rated, annual rate of eighteen cents (\$0.18) per square foot, times the building footprint of fifty-five (55) feet by ninety (90) feet plus fifteen (15) feet on all four sides, or 10,200 square feet as shown on Exhibit "A". The total square footage for which Tenant is responsible for purposes of maintenance and repairs as per paragraph 10 of this Lease and otherwise, is one hundred forty-four (144) feet by one hundred twenty-five (125) feet, or 18,000 square feet. Rent payment shall be made at 5200 Front Range Parkway, Watkins, Colorado 80137, or at such other address as the Landlord notifies the Tenant in writing during the original or any extended term of the Lease. The Tenant shall also pay for any calendar year or fraction thereof for which rent is due but not paid within ten (10) calendar days of the due date a late charge equal to five percent (5%) of the rent due and any accrued late charges.

a. Future Rental Periods. Commencing on January 1, 2003, the annual rent shall be \$1,836.00, computed at the annual rate of eighteen cents (\$0.18) per square foot, with the leasehold space consisting of 10,200 square feet. Commencing January 1, 2007, and 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 10,200 square feet as shown on Exhibit "A," footprint of the leasehold space.

5. Assignment of Lease. The Tenant may sublease or sell hangar space for the purpose described in paragraph 2, above, for a term and under such terms and conditions as the Tenant may determine in its sole discretion, provided: (1) the Tenant receives the Landlord's approval of the rental or sale, which shall not be unreasonably withheld; (2) the Tenant provides the Landlord and maintains a current list of the names, addresses and telephone numbers of subtenants or purchasers and their aircraft registration numbers; and (3) subtenants or purchasers agree in writing to abide by all the terms and conditions of this Lease.

6. Buildings Constructed on Premises. All improvements constructed on the Premises are subject to the following terms and conditions:

a. All improvements shall be built in strict accordance with design plans and specifications, including floor plans and elevations showing the dimensions, appearance, interior characteristics and color of the finished building. Said plans and specifications shall be filed with and approved by the Landlord before construction commences as outlined in the Development Policy and Application Procedures for Aeronautical and Non-Aeronautical Land Use at Front Range Airport, dated October 20, 1999 and as amended from time-to-time. Plans for construction on the Premises shall be presented to

Landlord within thirty (30) days of execution of this Lease. Landlord's approval or disapproval of Tenant's plans shall be provided to Tenant within thirty (30) days after submission of those plans to Landlord by Tenant. Any disapproval shall state specifically the reasons for the disapproval. Tenant shall have the right to re-submit plans after any disapproval by Landlord. In the event of any disapproval by Landlord, both Landlord and Tenant shall have the right to terminate this Lease by providing written notice of termination to the other party within sixty (60) days of the date of Landlord's disapproval, in which case neither party shall have any further obligations to the other, provided, however, Tenant shall be entitled to a prorata refund of prepaid annual rent paid to Landlord.

b. Subject to the conditions of this paragraph 6, the Tenant shall construct a hangar building fifty-five (55) feet by ninety (90) feet and a forty-four and one half (44.5) foot by one hundred twenty-five (125) foot west apron capable of bearing single aircraft weights of 12,500 pounds and a forty-four and one half (44.5) foot by one hundred twenty-five (125) foot east apron that will be used for designated vehicle parking. The building must be located as shown on Exhibit "A" hereto, and such building must be approved by the Adams County Building Department after the approval of the plans by the Landlord. Tenant's contractor and subcontractor shall only use the "Construction Route" as depicted on Exhibit "A" to get materials and equipment to and from the project site, and shall only use the "Staging Area" as depicted on Exhibit "A" for the storage of materials and equipment necessary for this project. The building may be used only for the purposes set forth in paragraph 2, above, and it shall be warranted by the Tenant against defects in workmanship or materials for a period of two years after completion. The Tenant hereby indemnifies the Landlord against any costs of warranty work. The Tenant's warranty may not be assigned, transferred or delegated to anyone without the Landlord's prior written consent.

c. Tenant shall share the cost of constructing a twenty-five (25) foot wide by one hundred one hundred forty-four (144) foot taxiway on the north end of site 18A as shown on Exhibit "A" capable of bearing a single aircraft weight of 12,500 pounds. Specifications for construction of the taxiway shall be furnished by the Landlord. The taxiway shall be completed on or before the completion of the hangar on Site 19. Tenant shall construct the taxiway as shown on Exhibit "A" prior to the issuance of a Certificate of Occupancy.

d. Unless construction of the improvements is commenced within sixty (60) days after approval of the improvement plans by the Landlord, this Lease shall become null and void, unless the Landlord agrees in writing to a longer period in which to commence construction. If the Lease becomes null and void pursuant to this section, the Tenant shall be entitled to a return of all advance rents and other fees paid to the Landlord. The Tenant shall complete construction and obtain a Certificate of Occupancy for the improvements within 180 days after the commencement of construction, however,

the Landlord shall allow an additional 120 days for the Tenant to obtain such Certificate if construction improvements have been delayed because of any reason out of its control, including, but not limited to, labor or material shortages, weather, or acts of God. If the Tenant fails to obtain such Certificate within the additional time just described, the Tenant shall pay the Landlord within thirty (30) calendar days of receipt of invoice sufficient money for the Landlord or its designee to obtain the Certificate. All permits and approvals required for construction of the said improvements and/or use of the Premises shall be obtained by the Tenant in a timely fashion at Tenant's sole expense.

Tenant understands that Adams County Building Department will not issue a Certificate of Occupancy until drainage final grades and landscaping requirements of the Landlord are met.

7. Utilities. Tenant is responsible for bringing utilities from the present point of termination to the perimeter of the Premises. Tenant is responsible for installing a water meter and backflow preventer meeting city of Aurora standards. Tenant is responsible for installing fire hydrants as required by the local fire department. 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. After installation, pavement shall be repaired according to Airport standards or at Landlord's request. Tenant hereby covenants and agrees to pay water and sewer tap fees as stated in the Minimum Standards and 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.

8. Taxes. The Tenant shall pay all property and other taxes that are assessed against the Premises.

9. Occupancy. The Premises shall not be occupied or used for any purpose until a Certificate of Occupancy is issued for any building constructed thereon.

10. Repair and Maintenance.

- a. At its sole expense, the Tenant shall keep the Premises and all improvements thereon in good repair and in a safe, sanitary, orderly and usable condition, which shall include paved and unpaved areas. The Premises shall at all times be maintained in accordance with any applicable Building Code, Zoning Regulation, or Ordinance of Adams County.
- b. During construction, Tenant shall, at its expense, be responsible for the immediate clean up of any construction debris, dirt and/or mud that is tracked or blown upon the adjacent pavement areas or the construction site

or related to the construction. Tenant is aware of and will abide by Section 4.314 of the Adams County Zoning Regulations as amended regarding Dust and Debris Control:

1. The blowing of dirt, sand, or debris from one property to adjacent, or surrounding property, or right-of-way shall be prevented.
2. The prevention of blowing of dirt, sand, or debris may be accomplished by oiling, placement of base course, asphaltting, application of calcium chloride, watering and wetting down the area, installation of a snow fence or barrier, chiseling ground and/or other effective means.

c. Good Condition: Tenant shall keep Premises in good order and working condition and will do all necessary and appropriate maintenance and repair work at its sole expense. If Tenant fails to maintain the Premises, Landlord may perform such maintenance and invoice Tenant for all costs incurred. Prior to commencing work, Landlord will provide Tenant with thirty (30) days written notice and right to cure.

d. Waste: The Tenant shall place and regularly empty suitable trash containers on the Premises. It shall not permit rubbish, debris, waste material, anything noxious or detrimental to safety or health, anything likely to create objectionable odors or a fire hazard or anything subject to deterioration to accumulate on the Premises or to be improperly disposed of. The Tenant shall not allow any waste, liquids or other materials that could cause malfunction of the Landlord's sewage plant or impede the normal chemical or biological workings of the plant to become part of the plant's influence.

e. Care of Petroleum Products and Other Material by Tenant: Tenant shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and Airport statutes, regulations, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Tenant, the Tenant shall be responsible for the clean up, containment and otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Landlord and appropriate governmental agency of such occurrence immediately. Should the Tenant fail to do so, the Landlord may take any reasonable and appropriate action in the Tenant's stead. The cost of such remedial action by the Landlord shall be paid by the Tenant.

f. Snow: At its sole expense, the Tenant shall remove snow and ice from all paved areas of the Premises.

g. Pavement: At its sole expense, the Tenant shall repair and maintain all paved areas of the Premises and their subsurfaces in a safe and structurally sound condition.

11. Use. The Tenant shall conduct on the Premises only the business for which it is leased and shall not use the Premises for any illegal purpose.

12. Liens and Insolvency. The Tenant shall keep the Premises free from any liens arising from work performed thereon or materials furnished thereto. If the Tenant becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver, trustee or other liquidator is appointed for the Tenant, the Landlord may cancel this Lease by appropriate legal means.

13. Rent After Default. If any or all of the Premises is sublet, sold or otherwise occupied by anyone other than the Tenant, after any default in the payment of rent by the Tenant, the Landlord may collect rent or other periodic payments from subtenants, purchasers or other occupants, but such collection and/or the Landlord's agreement to a third person's use or occupancy of the Premises shall not be deemed a waiver of any term or condition of this Lease.

14. Access. The Tenant shall allow the Landlord and/or its agents access to the Premises during business hours upon 24 hours' notice for the purpose of inspection. In case of emergency the Landlord may have access at any time. Nothing herein shall be construed to limit the authority of Adams County building inspectors under existing law.

15. Liability Insurance: The Tenant shall maintain liability insurance by a company or companies acceptable to the Landlord insuring the Tenant against claims based on personal injury or death and damage or destruction of property that arise from the intentional or negligent acts of the Tenant, its agents, employees or servants or by means of any form of transportation, including owned, non-owned and hired automobiles, to the extent required by Exhibit "B" attached hereto and incorporated herein by this reference. The Landlord shall be included on all such policies as a named insured, and a true copy of those policies shall be furnished to the Landlord. Every such policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord.

16. Accidents - Indemnity. The Tenant shall bear the risk of damage or destruction of all personal property on the Premises. The Landlord shall not be liable for any damage to persons or property on the Premises sustained by the Tenant or others, whether caused by defects now on the Premises or due to conditions hereafter arising in any building or other improvement or appurtenance thereon, including but not limited to lack of repair, fire, bursting or leaking water, gas, sewer or steam pipes, or the acts or omissions of the Tenant, any subtenant, purchaser or other occupant of the Premises or

any invitee on the Premises, or the happening of any accident from any cause in or about any improvement on the Premises.

17. Fire Insurance. At its sole expense, at all times after commencement of construction on the Premises, the Tenant shall carry fire and extended coverage hazard insurance (including vandalism and malicious mischief protection) on all buildings commenced on the Premises, the policy or policies of which shall name the Landlord as an additional insured to the extent of the Landlord's interest in such buildings. A true copy of all such policies shall be furnished to the Landlord. Every such policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord, no such policy shall contain a deductible clause greater than \$1,000 per claim. In the event of loss, the Tenant shall pay such deductible amount.

18. Casualty Loss – Application of Proceeds. In the event of any casualty loss to any improvement covered by insurance, the proceeds of such insurance shall be used to repair or replace such improvement and return the Premises to its original condition. The proceeds shall be first applied to the cost of clean up, to the extent required by the Landlord. Upon the sublease or sale of any part of the Premises, the Tenant shall require the subtenant or purchaser to obtain hazard insurance at the subtenant's or purchaser's sole expense containing the same provisions as those set forth in paragraph 17, above, and including the Landlord and the Tenant as additional named insured, as their interests may appear.

19. Condemnation. The Landlord may condemn the Premises if it desires to use the Premises for other airport purposes. If it does so, it shall compensate the Tenant for the value of the remaining original lease term, if the condemnation occurs during that term, and for the value of the remaining then-current lease term extension, if the condemnation occurs during a lease term extension. Landlord shall compensate the Tenant for the remaining life of all improvements the Tenant has constructed on the Premises based on a 30-year life for each such improvement. If the Landlord and Tenant disagree as to the value of the remaining life of the Lease or an extension thereof or any improvement Tenant has constructed on the Premises, each shall retain an appraiser to value those items. If those appraisers are unable to agree on such valuations, they shall appoint a third appraiser, and that appraiser's valuations shall be conclusive and binding on both parties. If the Tenant has already given written notice of lease termination as provided in paragraph 3 above, at the time it receives the Landlord's notice of condemnation, the Premises shall be surrendered to the Landlord at the end of the then-current lease term without regard to the provisions of this paragraph.

20. Tenant's Right of Cancellation. In addition to any other remedies available to the Tenant, this Lease shall be subject to cancellation by the Tenant if any one or more of the following events occur:

a. **Abandonment:** If the Airport is permanently abandoned as an operating airport by the Landlord, the Tenant shall be entitled to cancel this Lease, remove all improvements it constructed on the Premises and have returned to it all prepaid rents.

b. **Supervening Event:** If any act of God prevents the Tenant from using the Premises for the purpose provided in paragraph 2 above, for six consecutive months, it may cancel this Lease. However, neither party shall have any liability to the other for the results of any such act.

c. **Landlord's Breach of Lease:** Tenant may cancel this Lease if the Landlord breaches any of its obligations under this Lease and fails to remedy such breach within sixty (60) calendar days after the Tenant's delivery of written notice of the breach to the Landlord.

21. **Removal of Improvements.** Upon termination of this Lease, at its sole cost, the Tenant shall remove any improvements (except pavement) it has made to the Premises, and it shall return the Premises to the Landlord in the same condition as it existed at the inception of this Lease (except for any pavement that may exist on the Premises at the time of termination).

22. **Notices.** All notices and consents required or permitted hereunder shall be deemed delivered when personally delivered, or when delivered by courier or facsimile or other electronic means, or three business days after being deposited in the United States mail, sealed and postage prepaid, certified and return receipt requested, addressed, as appropriate, to:

LANDLORD

Director of Aviation  
Front Range Airport  
5200 Front Range Parkway  
Watkins, Colorado 80137

TENANT

Robert E. Sneed  
330 Jasmine Street  
Denver, Colorado 80220

or to such other addresses as the parties may designate to each other in writing.

23. **Governmental Fees.** All fees due under applicable law to any city, county or state on account of any inspection made of the Premises shall be paid by the Tenant.

24. Signs. Any sign or symbol placed anywhere on the Premises shall first be approved by the Landlord. Any sign or symbol not so approved shall be immediately removed upon notice by the Landlord at the Tenant's sole expense. The Tenant's failure to promptly remove such sign or symbol shall entitle the Landlord to remove it at the Tenant's sole expense. Any sign or symbol approved by the Landlord for display on the Premises shall be removed at Tenant's expense at the termination of the Lease. In addition to being authorized by the Landlord, all signs displayed on the Premises shall conform to all applicable laws and regulations, and the Tenant shall pay all fees associated therewith. Tenant will mount a sign on each end of the hangar containing the hangar number, street address and language similar to a "no parking" sign.

25. Mailboxes. Mailboxes as approved by the United States Postal Service shall be installed at Tenant's expense. The location of mailboxes shall be approved in writing by the Landlord prior to placement on airport property.

26. Default and Re-Entry. Unless resulting from events described in paragraphs 18 or 19, above, the Tenant's failure to pay rent when due or its violation of any other of its obligations hereunder shall entitle the Landlord to terminate this Lease upon thirty (30) days prior written notice. If the default or violation is cured within the said thirty (30)-day period, or if the violation is not capable of complete cure within the said period but cure is commenced within the period, the Landlord shall have no right of termination. However, if the default or violation is not cured, or cure of the violation is not begun, within the thirty (30)-day period, the Lease shall be deemed terminated at the end of that period without further action by the Landlord. Upon termination the Tenant shall be entitled to recover any prepaid rent and other fees, and the Landlord shall be entitled to possession of the Premises. If the Tenant fails to vacate the Premises, the Landlord shall have the right to evict the Tenant pursuant to Colorado law.

27. Nonwaiver of Breach. The failure of either party to insist on strict compliance with any term or condition of this Lease shall not be deemed a waiver or relinquishment of the right to require strict compliance with such term or condition, or any other term or condition of this Lease in the future.

28. Holding Over. If the Tenant holds over after the end of the original term of this Lease or any extended term hereof, the Tenant shall pay the Landlord rent in an amount equal to 150 % of the Lease rate then in effect. Such holding over shall not constitute renewal of this Lease but shall be a month-to-month tenancy only, with all other terms and conditions of this Lease applicable.

29. Landlord's Warranties. The Landlord warrants that it is the owner of the Premises free and clear of all liens and encumbrances, that it has the authority to enter into this Lease and that the Premises is free from contamination by hazardous substances.

30. 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. Motor vehicles shall be parked only within designated parking areas.

32. Aircraft Parking. Aircraft shall not be parked on taxiways, aprons or other pavement on the Premises in a manner that unduly obstructs access to adjacent hangars. Only airworthy aircraft shall be parked on the Premises outside the hangar(s).

33. Jurisdiction and Venue. The parties acknowledge that this Lease is entered into in the State of Colorado, and they agree that the courts of Adams County, Colorado, shall have jurisdiction and be the sole venue to resolve all disputes between the parties arising from this Lease or concerning the Premises.

34. Site Plan. The development plan drawings shall conform to and be in compliance with the requirements set forth in Chapter VI, Article B, Step 2 (Concept Plan), and Step 3 (Development Plan Drawings) of the Development Policy and Application Procedure for Aeronautical and Non-aeronautical Land Use at Front Range Airport, as adopted October 20 1999, attached hereto as Exhibit "C."

35. Indemnification. The Tenant shall bear the entire loss or damage to all improvements to the Premises, whether by windstorm, fire, earthquake, snow, water run-off or any other cause whatsoever. The Tenant hereby indemnifies the Landlord against and holds it harmless from all demands, claims, costs, causes of action and judgments, as well as from all costs of investigating and defending the same, arising from or growing out of the acts or omissions of the Tenant, its contractors, agents, members, stockholders, employees, invitees, servants, subtenants, successors or assigns in connection with their occupancy of any portion of Front Range Airport, including the Premises.

36. Completion of Improvements. Tenant agrees to complete the improvements in compliance with all terms of this Lease. Should Tenant fail to complete construction of the building pursuant to the terms of this Lease, Tenant agrees to pay Landlord the sum of monies as shall be necessary for Landlord, or its designee, to satisfactorily complete the improvements. Such monies shall be paid to Landlord within thirty (30) days of receipt of invoice.

37. As-Built Plan. Upon the issuance of a Certificate of Occupancy for the Premises, the Tenant shall provide to the Landlord a plot plan of the Premises and all improvements thereon as they were actually built, including the location of all utilities.

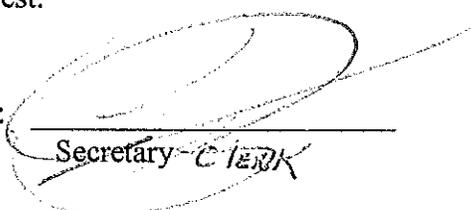
38. Notice of Proposed Construction. Tenant shall file FAA Form 7460-1 with the Federal Aviation Administration at least 30 days prior to the date of proposed construction.

IN WITNESS WHEREOF the parties have executed this Lease this 13<sup>th</sup> day of March 2002.

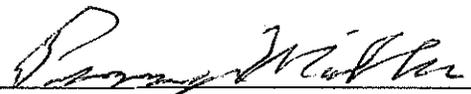
LANDLORD  
FRONT RANGE AIRPORT AUTHORITY

Attest:

By:

  
Secretary-Clerk

By:

  
PERRY MILLER, Chair

BOARD OF COMMISSIONERS  
OF ADAMS COUNTY

Approved as to form:

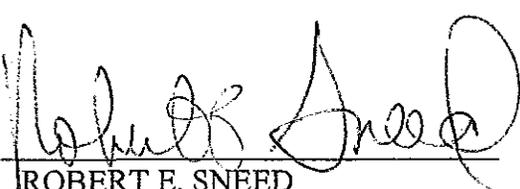


By:

 7/17/02  
TED STRICKLAND, Chair

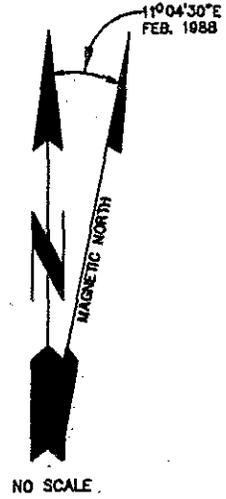
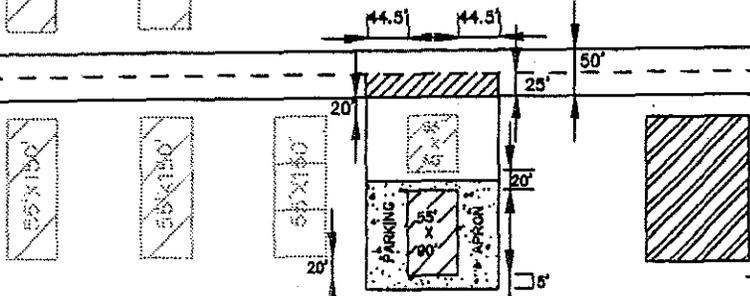
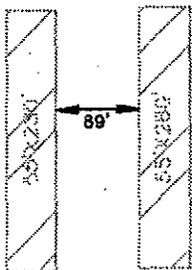
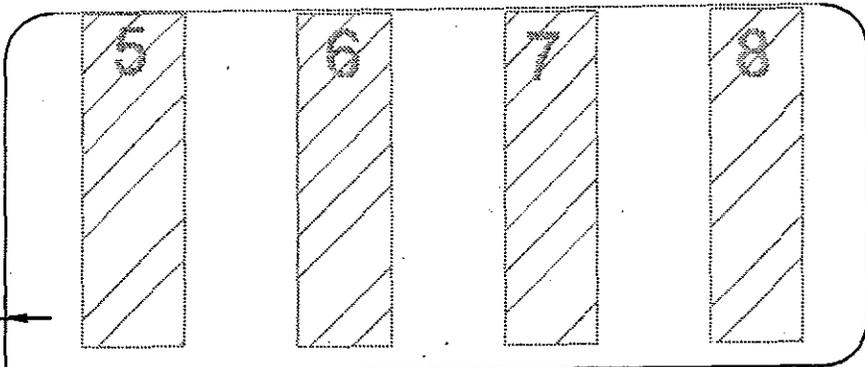
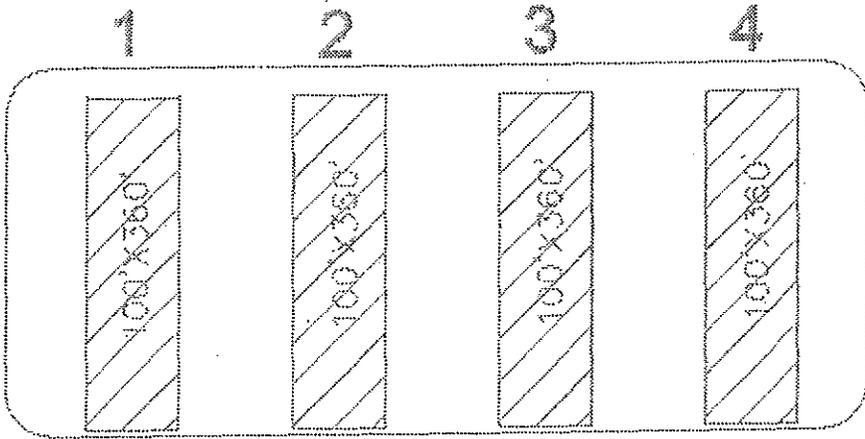
TENANT

By:

  
ROBERT E. SNEED

# MODULE 3

EXHIBIT "A"  
37825 50TH  
AVE.



PREMISE=144'X115'  
LEASE=10,200 SQUARE  
FEET

TAXIWAY=72'X25'  
PRORATED SHARE

APRON=115'X44.5'  
PARKING=115'X44.5'  
NORTH PAVEMENT=55'X10'  
SOUTH PAVEMENT=55'X15'

STAGING AREA

**EXHIBIT "B"**

**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 \$500,000 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.

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 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.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 7, 2017
<b>SUBJECT:</b> Consent to Assignment and Assignment
<b>FROM:</b> Jeri Coin, on behalf of D. E. Ruppel, Airport Director
<b>AGENCY/DEPARTMENT:</b> Front Range Airport
<b>HEARD AT STUDY SESSION:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves a resolution approving Consent to Assignment and Assignment of Lease with Richard W. Norloff to HB2, LLC

### **BACKGROUND:**

In 2005, the Front Range Airport (“Airport”) entered into a Land Lease with AmJet, LLC, which was subsequently assigned to H2 Hangar, LLC, and now subsequently assigned to Richard W. Norloff (“Assignor”) for certain real property known as 5195 Front Range Parkway, located on the Front Range Airport, 5200 Front Range Parkway, Watkins, CO 80137-7131. By means of the attached Consent to Assignment and Assignment the Tenant desires to assign his right, title and interest in and to the Lease to Richard W. Norloff, (“Assignee”) and Assignee, desires to take assignment of the Lease from Assignor.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Attorney’s Office

### **ATTACHED DOCUMENTS:**

BOCC Draft Resolution  
Consent to Assignment and Assignment  
Land Lease

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<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 CONSENT TO ASSIGNMENT AND ASSIGNMENT OF  
LEASE DATED SEPTEMBER 14, 2005, FROM RICHARD W NORLOFF TO HB2, LLC

Resolution 2017-

WHEREAS, in 2005, the Front Range Airport (“Airport”) entered into a Lease with AmJet., LLC, which was subsequently assigned to H2 Hangar, LLC, and is now subsequently assigned to Richard W. Norloff (“Assignor”) for certain real property known as 5195 Front Range Parkway, located on the Front Range Airport, 5200 Front Range Parkway, Watkins, CO 80137-7131; and,

WHEREAS, the Assignor is the owner of an aircraft hangar located on the real property described in the aforementioned Land Lease; and,

WHEREAS, by means of the attached Consent to Assignment and Assignment the Assignor desires to assign its right, title and interest in and to the Lease to HB2, LLC, (“Assignee”) and Assignee desires to take assignment of the Lease from Assignor.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Consent to Assignment and Assignment of Land Lease dated September 14, 2005, from Richard W. Norloff, for the site known as 5195 Front Range Parkway, to HB2, LLC, a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED, that the Chairman is authorized to execute said Consent to Assignment and Assignment on behalf of Adams County.

## **CONSENT TO ASSIGNMENT AND ASSIGNMENT**

THIS AGREEMENT is made among Adams County, Front Range Airport (AIRPORT), Richard W. Norloff (ASSIGNOR), and HB2, LLC, (ASSIGNEE).

### **BASIS FOR AGREEMENT**

- A. On September 14, 2005, Amjet, LLC, entered into a lease with Airport for certain real property known as 5195 Front Range Parkway, Watkins, CO 80137, located on the Front Range Airport, 5200 Front Range Parkway, Watkins, CO 80137-7131, (as amended, the "Lease"), a copy of which lease, as amended, is attached hereto as Exhibit A.
- B. Cessna Way, as the successor-in-interest to Amjet, LLC with respect to the Lease, is the owner of an aircraft hangar building located on the real property described in the aforementioned Lease, and has leased all of its right, title and interest in and to such improvements and the land thereunder to H2 Hangar (collectively, the "H2 Property") pursuant to a Sublease dated July 12, 2016.
- C. Assignors collectively desire to assign all their right, title and interest in and to the Lease (but solely with respect to the H2 Property) and the Sublease (collectively, the "Purchased Property") to Assignee, and Assignee desires to take assignment from Assignors of the Purchased Property, including such portion of the Lease related to the H2 Property.
- D. Under the terms of the Lease, such assignment is subject to approval by the Airport.

### **CONSIDERATION**

In consideration of the foregoing facts and the mutual promises set forth below, the parties agree as follows.

### **TERMS AND CONDITIONS**

1. Each Assignor hereby assigns all its right, title and interest in and to the Purchased Property to Assignee. The parties agree that Assignor shall continue to be responsible for all liabilities, claims, civil actions, and warranties incurred by Cessna Way arising from Cessna Way's tenancy under the Lease with respect to the H2 Property from March 21, 2013, through the transfer date. The Parties acknowledge and agree this assignment shall not include any portion of the Lease or the properties and assets thereunder except for the Purchased Property.
2. In accordance with Section 15 b. of the Lease, Airport hereby grants its approval for the assignment of such portion of the Lease that relates to the H2 Property.
3. From and after the transfer date, Assignee shall be bound by all the terms and conditions of the Lease but solely with respect to the provisions thereof related to the H2 Property, and in the event of Assignee's default, bankruptcy or other event described in Section 13 of the Lease, Assignee indemnifies Assignor, and holds Assignor harmless from all claims, liabilities, judgments, fees, costs, expenses and duties arising under the Lease, including attorney fees and court costs.

IN WITNESS WHEREOF, this Agreement has been executed by parties hereto as of the 22<sup>th</sup> day of FEBRUARY 2017.

ASSIGNOR:

Richard W. Norloff

By: Richard W. Norloff  
Richard W. Norloff

Date: 2/22/2017

ASSIGNEE:

HB2, LLC

By: Richard W. Norloff  
Richard W. Norloff, Managing Member

Date: 2/22/2017

CONSENT:

ATTEST:

ADAMS COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Chairperson

By: \_\_\_\_\_  
County Attorney's Office

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FRONT RANGE AIRPORT  
MODULE #2  
MASTER (PREMISES) LEASE**

THIS LEASE is made and entered into this 14<sup>th</sup> day of September 2005, (the "Effective Date") by and between the FRONT RANGE AIRPORT AUTHORITY, a political subdivision of the State of Colorado, located at 5200 Front Range Parkway, Watkins, Colorado 80137 ("Landlord"), and AMJET, LLC located at 12417 E. Amherst Circle, Aurora, Colorado 80014 ("Tenant") (Landlord and Tenant are also referred to herein individually as "Party" or collectively as the "Parties").

**WITNESSETH**

WHEREAS, pursuant to that certain Option to Lease Agreement ("Option Agreement"), dated January 8, 2003, Tenant has exercised its option to lease certain parcel(s) of land from Landlord in Module #2 of the Front Range Airport (the "Airport"), in Adams County, Colorado, and the Parties desire to set forth the terms and conditions of such lease herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein, the Parties agree as follows:

1. Lease and Description of Premises. Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord certain parcel(s) of land at the Airport, the configuration and legal description of which are set forth in Exhibit A attached hereto and made a part hereof (hereinafter, the "Premises") together with all rights, privileges, easements and appurtenances pertaining thereto. Possession of the Premises shall be delivered by Landlord to Tenant on the Effective Date. This Lease shall not in any way be interpreted as creating or vesting a fee ownership interest in the Tenant or any of the occupants of the Premises.

2. Use of Premises. The Premises are to be used for the construction and use of corporate and other hangars and other aeronautical improvements, subject and pursuant to this Lease. Tenant shall conduct and carry on, on the Premises, only the business for which the Premises are leased, and shall not use the Premises for illegal purposes.

a. The aircraft hangar buildings constructed on the Premises and the leasehold interest created hereby are to be used for aeronautical-related purposes, including but not limited to parking, storing and maintaining aircraft and other activities associated with aircraft ownership. Aircraft

stored in the hangar must meet the Taxilane Object Free Area Width for airplanes, as defined in FAA AC150/5300-13 Airport Design\Chapter 4, Taxiway and Taxilane Design, nor weigh more than design criteria. The tenancy created hereby is subject to the terms of this Lease, the Minimum Standards of Front Range Airport, all applicable federal, state and local laws and ordinances. The Minimum Standards shall be provided by the Landlord to the Tenant in writing upon the approval of this Lease and thereafter from time to time as they are amended.

3. Use of Airport Property. Tenant shall have the right to non-exclusive use of any and all taxiways, runways, roads, accessways and other areas of the Airport not within the exclusive use of other tenants or Landlord, subject to Landlord's rules and regulations. Tenant may grant or assign such non-exclusive rights to any Subtenant. Tenant shall provide Landlord a fully executed copy of all Subtenant Agreements.

4. Subject to Laws and Regulations. Tenant agrees that it shall be subject to all applicable federal, state and local laws, regulations and ordinances. Tenant acknowledges that it is also subject to the Front Range Airport Authority Minimum Standards, as revised (the "Minimum Standards"). In the event any terms or conditions of this Agreement conflict with the Minimum Standards or the Development Regulations, as discussed in Paragraph 8 below, the terms of Minimum Standards and Development Regulations shall control.

5. Term. The initial term of this Lease shall be fifty (50) years, commencing on the Effective Date (the "Initial Term"). At the option of Tenant, this Lease may be extended, from and after the expiration of the Initial Term, for an additional period of ten (10) years (the "First Extension Term"), and may also be extended a second time, from and after the expiration of the First Extension Term, for an additional ten (10) year period (the "Second Extension Term"). Tenant may exercise its options to extend the term of this Lease by giving written notice to Landlord no later than ninety (90) days prior to the end of the Initial Term or First Extension Term. Failure to extend this Lease for the First Extension Term will void Tenant's option to extend this Lease for the Second Extension Term.

6. Hold Over. If Tenant retains possession of the Premises after the expiration or termination of this Lease, and after Landlord has given Tenant notice to vacate, Tenant shall pay Landlord rent in an amount equal to double the rent in effect upon such expiration or termination of this Lease, pro-rated on a daily basis until possession is delivered to Landlord. Such holding over shall not constitute renewal of this Lease but shall be a month-to-month tenancy only, terminable by either Party at any time upon not less

than ten (10) days notice, with all other terms and conditions of this Lease applicable.

7. Rent.

a. Initial Term. Tenant agrees to pay Landlord annual rent for the Premises, for the period commencing on the Effective Date through and including December 31 of the calendar year which is five (5) years after the Effective Date, at the rate of Nine Cents (\$0.09) per square foot, multiplied by the number of square feet contained within the Premises, as shown on Exhibit A. Thereafter the annual rent shall increase at the rate of three percent (3%) per annum for the remainder of the Initial Term.

b. Extension Term(s). If Tenant exercises its option to extend this Lease for the First or Second Extension Term, the annual rent throughout those Extension Terms shall be equal to the unimproved land lease rate per square foot charged by Landlord at Front Range Airport as of the date of commencement of such Extension Term, which shall be evidenced by the rental rates set forth in leases of unimproved land between Landlord and third parties entered into within eighteen (18) months prior to the commencement of such Extension Term.

c. Costs for Maintenance of Airport Property. Tenant agrees to pay Landlord a proportionate share of the costs of maintenance of such roads, taxiways, aprons and landscaped areas, if any, in the common areas of Module #2 depicted in the Master Plan attached to the Option Agreement. Tenant's proportionate share of such costs shall be a fraction, the numerator of which is the amount of land contained within the Premises, as depicted in Exhibit A hereto and as modified by any as-built survey pursuant to Paragraph 8(g) below, and the denominator of which is the total amount of land contained within all the Premises in Module #2, as depicted in the Master Plan attached to the Option Agreement. Landlord and Tenant agree to use best efforts to cost share infrastructure with other users.

d. Payment of Rent. Rent and all other payments due hereunder shall be mailed or delivered by hand to the Front Range Airport Authority, 5200 Front Range Parkway, Watkins, Colorado 80137. Rent shall be due and owing on January 1<sup>st</sup> of each year of this Lease. However, on the Effective Date Tenant shall pay Landlord pro-rata rent for that portion of the year from the Effective Date through the end of that year. Tenant shall also pay pro-rata rent

for that portion of the year in which the term of this Lease, or any extension thereof, expires. In the event that rent is not paid within ten (10) days after January 1<sup>st</sup>, Tenant shall pay upon any late installment of rent a one-time late charge penalty equal to five percent (5%) of the amount of such rent due and payable.

8. Construction of Improvements.

a. General Provisions. Any construction of buildings and other improvements proposed to be constructed on the Premises shall be approved by Landlord in writing prior to commencement of construction, as outlined in The Front Range Airport Authority Development Policy and Application Procedures for Aeronautical and Non-Aeronautical Land Use at Front Range Airport, as revised ("Development Regulations"), which approval shall not be unreasonably withheld or delayed. Any buildings and other improvements shall be constructed in accordance with design plans and specifications, including drawings and elevations showing the dimensions, appearance, exterior characteristics and color of the finished buildings, to be filed with and approved by Landlord prior to commencing construction, which approval shall not be unreasonably withheld or delayed. It shall be the responsibility of the Tenant to secure and maintain, at Tenant's sole expense, all permits and approvals required for the use of the Premises and construction of any buildings and other improvements thereon. Landlord agrees to cooperate with and use its best faith efforts to assist Tenant in securing all such permits and approvals. Tenant, its contractor(s) and subcontractor(s) shall only use "Construction Routes," as agreed by Landlord and Tenant to transport construction materials and equipment to and from the Premises. All such parties shall only use designated "Staging Areas," as agreed to by Landlord and Tenant for the storage of construction materials and equipment. The buildings and other improvements shall be placed at the locations shown on a plot plan to be submitted to the Adams County Building Department, which must be first approved by the Front Range Airport Authority, which approval shall not be unreasonably withheld or delayed. Tenant is responsible for the construction and/or installation of an apron to connect any building on the Premises to the taxi lane. Tenant shall remove any excess soil from construction from the Premises, and shall transport and deposit such soil on Landlord's property, as agreed by Landlord and Tenant. All buildings shall be used for the business purpose(s) set forth in Paragraph 2 of this Lease. Upon completion of Tenant's construction of any improvements on or outside the Premises, Tenant shall assign to the Authority any construction warranty

granted to Tenant by the contractor(s) who performed such work. Subject to such construction warranties, Tenant shall warrant all such construction on the Premises for a period of two (2) years and agrees to correct any such work found to be defective or deficient without cost to Landlord. This warranty cannot be assigned, transferred or delegated to Subtenants or any other person or entity without Landlord's prior written consent, which shall not be unreasonably withheld or delayed.

b. Buildings Constructed on Individual Premises. All improvements constructed on the Premises are subject to the following terms and conditions:

i. All improvements shall be built in strict accordance with design plans and specifications, including floor plans and elevations showing the dimensions, appearance, interior characteristics and color of the finished building. Said plans and specifications shall be filed with and approved by the Landlord before construction commences as outlined in the Checklist for Hangar Construction attached hereto as Exhibit "B". Plans for construction on the Premises shall be presented to Landlord within thirty (30) days of execution of this Lease. Landlord's approval or disapproval of Tenant's plans shall be provided to Tenant within thirty (30) days after submission of those plans to Landlord by Tenant. Failure of the Airport to respond after 30 days shall constitute approval of the plans. Any disapproval shall state specifically the reasons for the disapproval. Tenant shall have the right to re-submit plans after any disapproval by Landlord. In the event of any disapproval by Landlord, both Landlord and Tenant shall have the right to terminate this Lease by providing written notice of termination to the other party within sixty (60) days of the date of Landlord's disapproval, in which case neither party shall have any further obligations to the other, provided, however, Tenant shall be entitled to a prorata refund of prepaid annual rent paid to Landlord.

ii. Buildings must be approved by the Adams County Building Department after the approval of the plans by the Landlord. The building may be used only for the purposes set forth in paragraph 2, above, and it shall be warranted by the Tenant against defects in workmanship or materials for a period of two years after completion. The Tenant hereby indemnifies the Landlord against any costs of warranty work. The Tenant's

warranty may not be assigned, transferred or delegated to anyone without the Landlord's prior written consent.

iii. Exterior building lighting shall comply with the Airports Minimum Standards as listed in the Development Policy & Application Procedures, Chapter V, D, and 9, Exterior Lighting. In addition and as a minimum, the lighting assemblies shall be surface mounted, as high on the building as possible, fixtures shall be high pressure sodium, fixtures shall be spaced one every 150 lineal feet of building and shall have a minimum of one fixture mounted on each exterior wall. Alternate lighting designs shall be considered based on a full lighting submittal package.

iv. All pavement sections shall be designed by a registered engineer and a registered engineering firm will provide quality control testing, construction observations and provide the Landlord with testing documentation.

c. Notice of Proposed Construction. Tenant shall file FAA Form 7460-1 with the Federal Aviation Administration at least thirty (30) days prior to the date of proposed construction.

d. Commencement of Construction. Unless construction is commenced within sixty (60) days of the Effective Date, this Lease shall become null and void, unless Landlord agrees to a longer period, which agreement shall not be unreasonably withheld or delayed in the event Tenant has requested the same in order to obtain any approvals needed from Landlord, Adams County, Colorado, or any other governmental entity, agency or authority having jurisdiction over the construction or any improvements, or Tenant is unable, despite reasonable efforts, to obtain construction financing within said time period. In the event this Lease terminates due to Tenant's failure to begin construction within the time frames set herein, as the same may be extended, Landlord shall retain any advance rent paid hereunder as liquidated damages and the Parties shall have no further rights or obligations hereunder.

e. Completion of Construction. Tenant shall complete the building(s) and other improvements and obtain a Certificate of Occupancy no later than one hundred eighty (180) days after the start of construction. Tenant shall not occupy or use any buildings hereinafter erected on the Premises until a Certificate of Occupancy thereof has been issued by Adams County. Should Tenant fail to

complete construction of any improvements pursuant to the terms of this Lease, and fails to continue and diligently pursue such completion of construction within thirty (30) days after receipt of written notice thereof from Landlord, Tenant agrees to pay Landlord the sum of monies as shall be necessary for Landlord, or its designee, to satisfactorily complete the improvements. Such monies shall be paid to Landlord within thirty (30) days after Tenant's receipt of invoices for such construction.

f. Force Majeure. Notwithstanding anything to the contrary contained herein, in the event Tenant is unable to begin or complete construction before the deadlines set forth herein, because of delays from acts of God, weather conditions, fire or other casualty, or any other circumstance beyond Tenant's control, the deadlines for commencement and completion of construction shall be extended for a period of time equal to the length of the delay(s). In the event of any such delay(s), Tenant shall give written notice thereof to Landlord as soon as practicable, but in no event later than twenty (20) days of its receipt of knowledge of such delay(s), which notice shall set forth the anticipated length of the delay(s).

g. Survey & Legal Description of Completed Construction. Upon completion of construction of the building and other improvements upon the Premises, Tenant will provide to Landlord, within ninety (90) days after the date of obtaining a Certificate of Occupancy for such building, an as-built survey of the Premises which will set forth the legal description of the Premises, the location of the building thereon, the square footage contained within the Premises and the location of all utilities, access and roadways. If the square footage contained within the Premises, based on the as-built survey, is five percent (5%) greater or less than the square footage of the Premises as depicted in Exhibit A of this Lease, then and in such event, an appropriate amendment to this Lease shall be executed, which amendment shall set forth an accurate legal description and square footage of the Premises, as well as any adjustments to the rent and other sums paid hereunder.

h. Signs. All signs are subject to the Airport's Minimum Standards and Landlord's written approval, which shall not be unreasonably withheld or delayed. If Tenant places any such signs or symbols, visible from a public area, that are not approved by Landlord, Landlord may demand their immediate removal at the cost of Tenant. The refusal of Tenant to comply with such demand within twenty (20) days of Landlord's demand will entitle Landlord to remove such signs

or symbols at Tenant's sole expense. At the termination of this Lease, Tenant will remove all such signs or Landlord may have signs removed at Tenant's expense. Tenant shall conform to all requirements of applicable laws and regulations and pay applicable fees pertaining to the installation and maintenance of any signage.

i. Mailboxes. Mailboxes as approved by the United States Postal Service shall be installed at Tenant's expense. The location of mailboxes shall be approved in writing by the Landlord prior to placement on airport property.

9. Parking of Vehicles and Aircraft.

a. Vehicles. Parking of vehicles will be permitted only in designated parking areas or within the hangars. Only operating vehicles will be parked on the Premises.

b. Aircraft. Tenant shall not park or leave aircraft on taxilways, taxiways or on the pavement adjacent to the Premises in a manner that unduly interferes with or obstructs access to adjacent hangars. Only airworthy aircraft will be parked on Tenant's apron, provided, however, that aircraft undergoing or awaiting repairs or maintenance may be parked.

10. Maintenance and Repairs. At all times during the term of this Lease, Tenant shall keep the Premises in clean, orderly and safe condition and in good repair, and shall maintain the Premises in accordance with all applicable laws. All maintenance and repairs on the Premises shall be at Tenant's sole cost and expense. If Tenant fails to so maintain the Premises after thirty (30) days written notice from Landlord, Landlord may perform such maintenance and bill Tenant for all costs incurred.

a. At its sole expense, the Tenant shall keep the Premises and all improvements thereon in good repair and in a safe, sanitary, orderly and usable condition. The Premises shall at all times be maintained in accordance with any applicable Building Code, Zoning Regulation, or Ordinance of Adams County.

b. During construction, Tenant shall, at its expense, be responsible for the immediate clean up of any dirt and/or mud that is tracked or blown upon the adjacent pavement areas or the construction site or related to the construction.

c. Good Condition: Tenant shall keep Premises in good order and working condition and will do all necessary and appropriate maintenance and repair work at its sole expense. If Tenant fails to maintain the Premises, Landlord may perform such maintenance and invoice Tenant for all costs incurred. Prior to commencing work, Landlord will provide Tenant with thirty (30) days written notice and right to cure, and the applicable provisions of paragraph 23 below shall apply.

d. Tenant understands that Adams County Building Department will not issue a Certificate of Occupancy until all items on the Checklist for Hangar Construction attached hereto as Exhibit "C" and incorporated herein by this reference have been completed to the satisfaction of the Airport.

11. Utilities. Tenant is responsible for bringing utilities from the present point of termination to the perimeter of the Premises. Tenant is responsible for installing remote readout water meters. Tenant is responsible for installing fire hydrants as required by the local fire department. Tenant must provide all necessary 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. After installation, pavement shall be repaired according to Airport standards. Tenant hereby covenants and agrees to pay water and sewer tap fees as stated in the Minimum Standards and 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 term of this Lease. Landlord agrees to cooperate with Tenant in all matters discussed in this Paragraph.

12. Taxes and Governmental Fees. Tenant hereby covenants and agrees to pay all taxes that are assessed against the Premises during the term of this Lease. All fees due under applicable laws to the County or State on account of any inspection made of the Premises by any officer thereof shall be paid by Tenant.

13. Hazardous Substances. If Tenant transports, uses, stores or disposes of fuel, petroleum products and any other materials, including but not limited to hazardous material owned or used by it on the Airport, it shall do so in accordance with all applicable federal, state, local and Airport statutes, regulations, laws, rules and ordinances. No waste or hazardous materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of Tenant, Tenant shall be responsible for the clean-up, containment and otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Landlord and appropriate governmental agency of

such occurrence immediately. Should Tenant fail to perform its obligations under this Paragraph, Landlord may take any reasonable and appropriate action in Tenant's stead. Tenant shall pay the cost of such remedial action by Landlord.

14. Removal of Waste. Tenant, at its cost, shall be responsible for the placement of suitable trash containers for the removal of waste. Tenant shall not permit rubbish, junk, 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 Premises or to be disposed of improperly. Tenant shall not permit any wastes, liquids or other material to become a part of the effluent 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.

a. Care of Petroleum products and Other Material by Tenant: Tenant shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and Airport statutes, regulations, rules and ordinances, including the Front Range Airport, Spill Prevention Control and Countermeasure Plan (SPCC). No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Tenant, the Tenant shall be responsible for the clean up, containment and otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Landlord and appropriate governmental agency of such occurrence immediately. Should the Tenant fail to do so, the Landlord may take any reasonable and appropriate action in the Tenant's stead. The cost of such remedial action by the Landlord shall be paid by the Tenant.

15. Sublease Assignment and Mortgage.

a. Sublease. Tenant may sublease the whole or portions of the Premises during the term of this Lease only to persons or entities who will occupy a portion of the Premises for the conduct of business consistent with the uses permitted herein and for no other purposes or uses (hereinafter, "Subtenant"). Each sublease of the whole or any portion of the Premises (hereinafter, "Sublease") shall be in writing and shall provide as follows:

i. That the Sublease is subject and subordinate to this Lease and to any extension, modifications or amendments thereof;

ii. That in the event of the cancellation or termination of this Lease prior to the expiration of the term hereof, Landlord agrees to automatically recognize and grant nondisturbance with respect to any Sublease. If requested at any time by a Subtenant, Landlord shall promptly execute and deliver a nondisturbance and attornment agreement for the benefit of such Subtenant and in a form reasonably acceptable to such Subtenant. For the purposes of this Lease, the term "Subtenant" shall include any sub-Subtenant, and the term "Sublease" shall include any sub-Sublease.

iii. Tenant agrees to provide Landlord with notice of each Subtenant's name, address and a contact person. Tenant also agrees to provide Landlord with each Subtenant's pertinent information regarding any airplanes owned by each Subtenant which may be used or stored on the Premises, including registration and identification numbers.

iv. In the event of any defaults under this Lease, Landlord shall give to any Subtenant of the Premises of which Landlord has been apprized in writing in the manner set forth herein, notice of any defaults of Tenant concurrently with the giving notice thereof to Tenant, and an opportunity to cure said default, as provided in Paragraph 23 hereinafter. Such notice shall be sent by registered or certified mail, return receipt requested, to any address designated by such Subtenant.

b. Assignment. Tenant shall have the right to assign this Lease in whole or in part with Landlord's consent, which consent will not be unreasonably withheld or delayed. In the event of an assignment of Tenant's interest hereunder, Tenant shall, from and after the effective date of such assignment, be relieved of all such assigned obligations that accrue hereunder subsequently to the date of such assignment or continue thereafter, provided that the assignee assumes such obligations.

c. Mortgage. Tenant may, at any time or from time to time, mortgage its leasehold interest in the Premises, provided written notice thereof is given to Landlord within thirty (30) days after the

execution of any such mortgage, which right, so long as Tenant is in compliance with all of the terms, conditions and provisions of this Lease, shall be a continuing right and shall not be deemed to be exhausted by the exercise thereof on one or more occasions. In addition, any mortgagee of the Premises shall be deemed to have agreed that in the event of any default by Tenant under this Lease which is not cured as provided herein by Tenant or such mortgagee, that Tenant's right to the leasehold estate created by this Lease may be terminated, and upon such termination, such mortgagee shall not thereafter have any rights whatsoever in this Lease, other than its rights under Paragraph 15(d) hereof to enter into a new lease. In the event of any defaults under this Lease, Landlord shall give to any mortgagee of the Premises of which Landlord has been apprized in writing in the manner hereinafter set forth, notice of any defaults of Tenant concurrently with the giving notice thereof to Tenant, and an opportunity to cure said default, as provided in Paragraph 23 hereinafter, plus such additional time as may be necessary for such mortgagee to obtain possession of the Premises by foreclosure if foreclosure should be necessary to permit such mortgagee to effect a cure. Such notice shall be sent by registered or certified mail, return receipt requested, to any address designated by such mortgagee. Landlord agrees that any and all mortgages and other encumbrances on the Premises shall be subordinate to all mortgages by Tenant of its leasehold interest in the Premises. Landlord agrees to execute such estoppel certificates as reasonably requested by any mortgagee of Tenant's leasehold interest in the Premises.

d. New Lease. Notwithstanding anything contained in this Lease to the contrary, if Landlord terminates this Lease for any reason, Landlord agrees to enter into a new lease for the Premises with any mortgagee (or its designee or assignee) or Subtenant of the leasehold estate (or its designee or assignee) for the remainder of the term of this Lease, effective as of the date of such termination, at the same rent and upon the same terms, covenants and conditions contained herein, provided that (i) such mortgagee or Subtenant shall make written request for such new lease within ninety (90) days after the date of such termination; (ii) such mortgagee or Subtenant will pay or cause to be paid to Landlord on the commencement date of the term of the new lease all sums then due and payable hereunder which Tenant would have been required to pay in the event Tenant's Lease had not been terminated, and agrees to cure, within a reasonable time after the effective date of such new lease, all nonmonetary defaults of Tenant under this Lease which remain uncured as of such date; and (iii) such mortgagee or Subtenant shall also reimburse the Landlord on

that date all expenses, including reasonable attorneys' fees, court costs and disbursements reasonably incurred by Landlord in connection with any such default and termination, as well as in connection with the execution and delivery of such new lease. If more than one mortgagee or Subtenant (or its designee) of any portion of the Premises shall desire to enter into such new lease under the circumstances as outlined hereinabove, the mortgagees of leased premises in the order of the priority of their mortgages (i.e., first mortgage, second mortgage) or Subtenants in order of earliest Sublease shall have the first opportunity to do so. However, and irrespective of any other provisions in this Lease to the contrary, if a mortgagee does not exercise its right to enter into a new lease with Landlord within the time periods and in accordance with the provisions set forth hereinabove in this sub-Paragraph (d), such mortgagee shall not thereafter have any rights whatsoever in this Lease or in any building(s) or improvements situated on the Premises, all interest therein having reverted to Landlord as the result of the termination of this Lease. The right of Subtenant(s) to enter into a new lease as provided in this sub-Paragraph (d) shall be in addition to the rights of Subtenant(s) to non-disturbance as provided in sub-Paragraph (a)(ii) above.

16. Access. Tenant will allow Landlord or its agents free access to the Premises at all reasonable times. Whenever practicable, Landlord will provide Tenant with a minimum of twenty-four (24) hours notice for the purpose of inspection of the Premises during normal business hours. Nothing herein shall be construed in any way as limiting the authority of Landlord to enter the Premises. In case of any emergency, Landlord shall have immediate access.

17. Insurance Requirements. Tenant shall at all times carry and maintain insurance in a company or companies which are reasonably acceptable to Landlord and in the forms, amounts and conditions as specified in the Front Range Airport Minimum Standards as amended from time to time.

a. Application of Insurance Proceeds in the Event of Loss.

i. If any improvements on the Premises are partially or totally destroyed by fire or other insured casualty during the term of this Lease, the proceeds of any insurance policy shall be used for the purpose of rebuilding such improvements and for the removal of any portion of the improvements which have been damaged or destroyed. Prior to the commencement of

reconstruction of the improvements, the damaged or destroyed portion of the improvements shall first be removed.

ii. It is understood that if Tenant subleases or assigns the Premises and passes on the expense of any insurance onto a Subtenant, Tenant will require all insurance policies to name both Landlord and Tenant (but as Landlord thereunder) as additional insured parties, as required above, as their interests may appear. Any Sublease or assignment shall reflect the provisions of this Lease as to the selection of the insurer and the amount and nature of the coverage.

iii. In the event that for any reason Tenant determines, with the prior approval of Landlord, which shall not be unreasonably withheld, not to reconstruct the improvements situated on the Premises prior to the occurrence of such casualty loss, then Landlord agrees that the insurance proceeds shall be available to Tenant to pay any outstanding mortgage which Tenant is then obligated under with respect to the Premises, and the balance of any such casualty insurance shall be applied to the cost of the removal of the damaged or destroyed improvements and the regrading and landscaping of the Premises. Any remainder shall be delivered to or retained by Tenant.

18. Assumption of Risk. Tenant assumes the risk of loss or damage to the improvements on the Premises and their contents, whether from windstorm, fire, earthquake, snow, water run-off or any other causes whatsoever, except such loss or damage arising out of the negligence or willful misconduct of Landlord, its agents, contractors or employees.

19. Independent Contractor; Indemnity. Tenant is and shall be deemed an independent contractor in the conduct of its business and activities hereunder, and the Authority shall in no way be responsible for Tenant's actions and activities. In the use of the Airport, Tenant shall indemnify the Authority, Adams County and the State of Colorado, their agents and employees, from any and all liability that may proximately result because of any negligence on the part of Tenant's officers, agents or employees.

20. Condemnation. Landlord is authorized to recover the leased Premises from Tenant in the event that it determines the Premises are required for another airport purpose. In the event such a determination is made, condemnation will proceed in accordance with the Colorado Revised

Statutes on eminent domain; provided, however, that Landlord agrees that the condemnation award shall in no event be less than an amount equal to one hundred twenty-five percent (125%) of the outstanding principal amount of all mortgages encumbering Tenant's, or any Subtenant's, leasehold interest in the Premises. In the event that any portion of the Premises, improvements thereon or the access to or use thereof are taken, either permanently or temporarily, for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking prevents or materially interferes with the use of the Premises for the purpose for which they were leased to Tenant or Subtenant(s), this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective on the date of such taking. Landlord and Tenant agree that any award received in connection with any such taking shall first be applied to the payment of any mortgage encumbering Tenant's or Subtenant's leasehold interest in the Premises. Landlord shall have no interest in any award made to Tenant or Subtenant(s) for loss of business or goodwill or for the taking of any fixtures or improvements constructed or installed on the Premises by Tenant or Subtenant(s), if a separate award for such items is made.

21. Representations and Warranties.

a. Landlord. Landlord warrants, represents and covenants that:

i. Landlord has good title to the Premises, free and clear of all liens and encumbrances, excepting only the lien for current taxes not yet due, zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of the Premises, and such easements, restrictions and other conditions of record.

ii. Landlord has the full power and authority to enter into and perform this Lease in accordance with its terms.

iii. The individuals executing this Lease on behalf of the Authority are authorized to do so and, upon executing this Lease, it shall be binding and enforceable upon Landlord.

iv. The execution and delivery of, and the performance of all obligations under this Lease by Landlord, do not and will not require any further consent or approval of any person or entity other than as Landlord has heretofore acquired, other than the board of Adams County Board of Commissioners.

v. The signing and performance of this Lease will not violate any existing contracts or agreements which Landlord has entered into, nor will it violate any laws or regulations of which Landlord is aware and to which it is subject.

vi. So long as Tenant pays all amounts due hereunder and performs all other covenants and agreements herein, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the term hereof without hindrance or molestation by Landlord, subject to the terms and conditions hereof.

b. Tenant. Tenant warrants, represents and covenants that:

i. It has full power and authority to enter into and perform this Lease in accordance with its terms.

ii. The individuals executing this Lease on behalf of Tenant are authorized to do so and, upon Tenant's execution of this Lease it shall be binding and enforceable upon Tenant.

22. Liens and Insolvency. Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. If Tenant becomes insolvent or bankrupt, or if a receiver or other liquidating officer is appointed for the business of Tenant, Landlord may terminate this Lease in accordance with the terms of this Lease and the laws of Colorado.

23. Default by Tenant. Unless otherwise stated in this Lease, if Tenant fails to pay any rent or other payments when due, or if Tenant violates or defaults in any of the covenants, conditions or terms contained herein, Landlord shall provide written notice thereof to Tenant ("Notice of Default"). If Tenant fails to cure any monetary default within ten (10) days after receipt of Landlord's Notice of Default, or fails to cure any non-monetary default within sixty (60) days after Landlord's Notice of Default, or commence and diligently pursue the cure of any non-monetary default which cannot be cured within said 60-day period, Landlord may terminate this Lease, in accordance with the Colorado Revised Statutes, as amended.

24. Tenant's Right of Termination. In addition to any other remedies available to Tenant, this Lease shall be subject to termination by Tenant should any one or more of the following events occur:

a. Abandonment of Airport. The abandonment of the Airport as an operating airport by act or decision of the Landlord or

based upon an Order issued by the Federal Aviation Administration. In addition to Tenant's right to terminate this Lease, Tenant may remove any improvements from the Premises, recover all prepaid rent and other payments, and such damages as appropriate under applicable law.

b. Supervening Event. The occurrence of any act of God that precludes Tenant from the use of the Premises for the purposes enumerated herein, or from the use of airport facilities for a period of more than six (6) 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. Notwithstanding the foregoing, Tenant shall have the right to extend the six (6) month period set forth above at its sole option.

c. Landlord Breach of Lease. A breach by the Landlord of any of the terms or conditions of this Lease to be kept performed and observed by the Landlord and the failure by Landlord to remedy such breach within a period of thirty (30) days after written notice from the Tenant of the occurrence of the breach. In addition to Tenant's right to terminate this Lease, Tenant may recover all prepaid rent and other payments and such damages as appropriate under applicable law.

25. Improvements After Termination of Lease. Upon termination of this Lease, Tenant shall remove any buildings, alterations and additions constructed by Tenant on the Premises (except utilities, concrete and asphalt roads, aprons, taxiways and floors that are in good condition) at Tenant's sole expense and the Premises shall be surrendered to Landlord, or, at the Landlord's option, Tenant may surrender the Premises in its then condition, with all building improvements remaining in place. However, Tenant shall have no such obligation to remove anything from the Premises in the event of abandonment of the Airport, a supervening act of God, or breach by Landlord, as discussed in Paragraph 24 above.

26. Miscellaneous Provisions.

a. Notice. Any notice required or desired to be given hereunder shall be in writing and delivered by hand delivery or certified mail return receipt requested, with a duplicate copy transmitted by facsimile, and shall be deemed effective upon the date of such delivery, or completion of facsimile transmission with evidence thereof, whichever is earlier, at the following addresses or such other address as either Party may designate by written notice to the other:

to the Authority: Front Range Airport Authority  
5200 Front Range Parkway  
Watkins, Colorado 80137  
Attention: Director of Aviation

with a copy to: Adams County Attorney  
450 South 4th Avenue  
Brighton, Colorado 80601  
Attention: James D. Robinson

to Lessee: AmJet, LLC  
12417 E. Amherst Cir.  
Aurora, Colorado 80014  
Attention: Michael J. Buehner-Coldrey

With a copy to: Frank H. Roberts  
Attorney at Law  
3064 E. Fremont Drive  
Centennial, CO 80122

b. Entire Agreement. This Lease contains the entire agreement between the Parties, and there are no other terms, conditions, promises, understandings, interpretations, statements or representations of any kind, express or implied, between the Parties concerning the lease of the Premises except as specifically provided herein. This Lease may not be amended or modified in any way, except by a writing executed and delivered by the Party to be bound thereby.

c. Severability. In the event any one or more of the provisions contained in this Lease, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein, and any other application thereof, shall not in any way be affected or impaired thereby and shall be enforced to the greatest extent permitted by law.

d. Nonwaiver of Strict Performance. The failure of either Party to insist upon strict performance of any of the covenants and conditions in this Lease shall not be construed to be a waiver or relinquishment of any such strict performance, or any other covenants or conditions, but the same shall be and remain in full force and effect.

e. Attorney Fees and Costs. In the event legal action is commenced by either Party in connection with this Lease, the prevailing Party shall be entitled to recover reasonable attorney fees and costs.

f. Applicable Law; Jurisdiction & Venue. This Lease is entered into in the State of Colorado and any interpretation of this Lease, and all disputes relating hereto, shall be governed by the laws of the State of Colorado. The courts of Adams County, Colorado, shall have jurisdiction and venue for any and all claims controversies, disputes and disagreements arising out of this Lease or any breach thereof.

g. Computation of Time. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or federal legal holiday, in which case the period of time shall run until the end of the next day which is not a Saturday, Sunday or federal legal holiday.

h. Not to be Construed Against Drafter. This Lease shall not be construed more strictly against one Party than the other merely by virtue of the fact that it may have been initially drafted by one of the Parties or its counsel, since both Parties have contributed substantially and materially to the preparation of this Lease.

i. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.

j. Captions and Headings. The captions and headings contained in this Lease are for convenience purposes only and shall not govern or influence the interpretation hereof.

k. Counterparts and Facsimile Signatures. This Lease may be executed in counterparts, which taken together shall be deemed one original. Facsimile transmissions of signatures shall be accepted as originals.

l. Effective Date. Notwithstanding anything to the contrary contained herein, the Effective Date, as defined on page 1 above and as used herein, shall be the date on which the last of the Parties executed this Lease herein below.



TENANT:

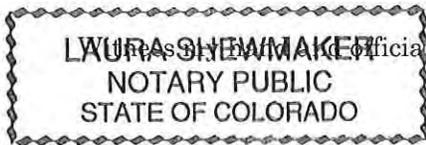
AMJET, LLC,

By: Michael J. Buehner-Coldrey  
Michael J. Buehner-Coldrey, Operations Manager

Sep 16th, 2005  
Date

STATE OF COLORADO )  
 ) ss.  
COUNTY OF ADAMS )

The foregoing instrument was acknowledged before me this 16 day of September, 2005, by Michael J. Buehner-Coldrey, as Operations Manager of AmJet LLC.



My Commission Expires 05/14/2009

Laura Sheemaker  
Notary Public

My commission expires: 05/14/2009

APPROVED:

ADAMS COUNTY BOARD  
OF COMMISSIONERS

By: Larry W. Pace  
Larry W. Pace, Chairman Date

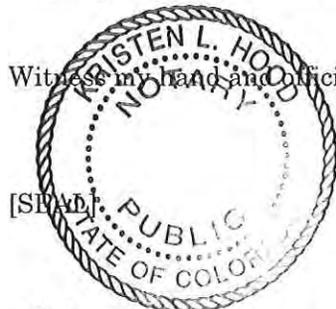
STATE OF COLORADO )  
 ) ss.  
COUNTY OF ADAMS )

APPROVED AS TO FORM:

ADAMS COUNTY ATTORNEY

By: James D. Robinson  
James D. Robinson Date

The foregoing instrument was acknowledged before me this 17 day of September, 2005, by Larry W. Pace, as Chairman of the Adams County Board of Commissioners.



Witness my hand and official seal.

My Commission Expires 04/01/2008

Kristen L. Hord  
Notary Public

My commission expires: 4.1.08

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF ADAMS            )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2005, by James D. Robinson, as Adams County Attorney.

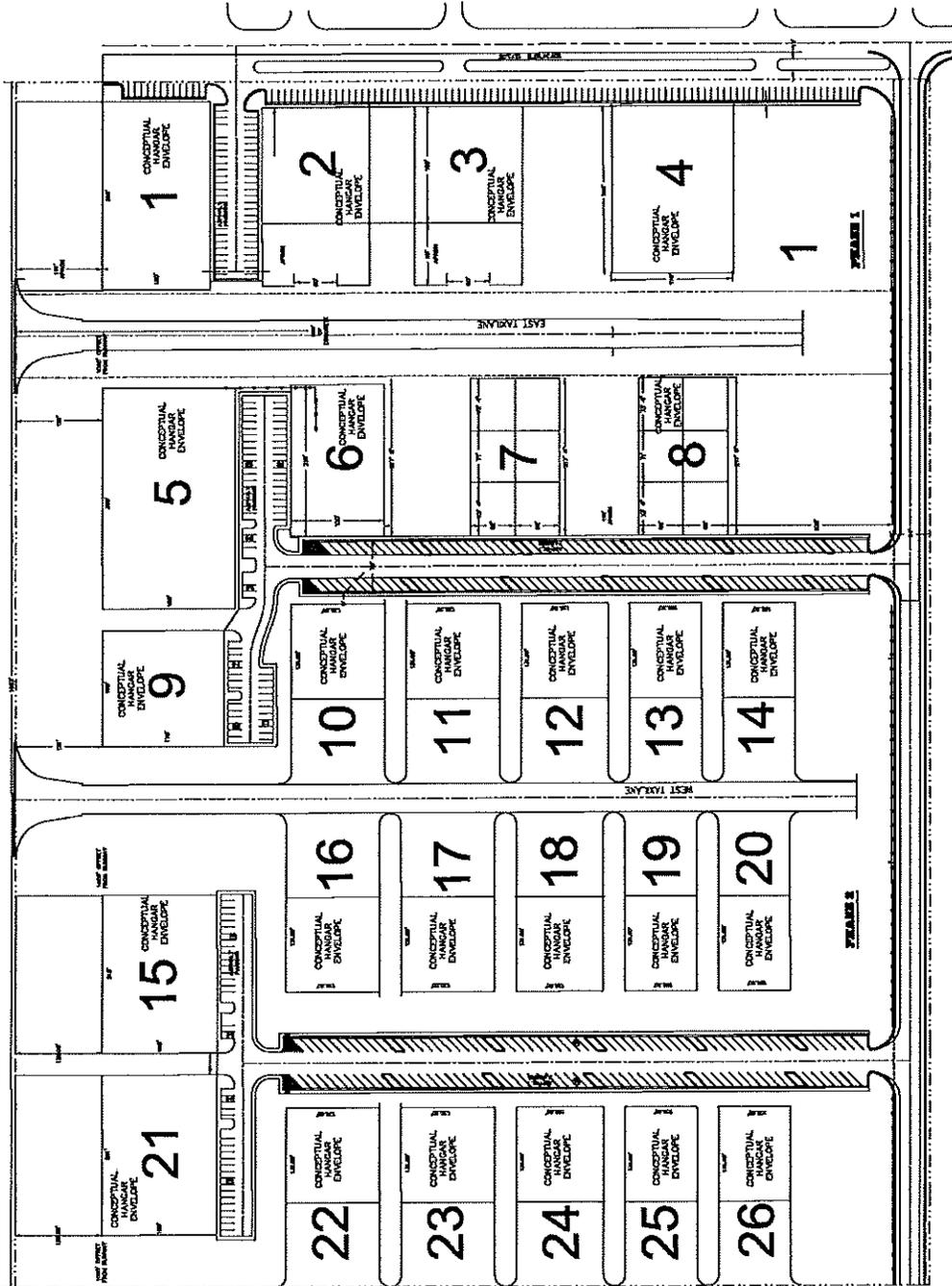
Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

[SEAL]

My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION AND DEPICTION OF THE PREMISES**  
Page 1 of 2





**EXHIBIT "B"**  
**Page 1 of 2**

**CHECKLIST FOR HANGAR CONSTRUCTION**

(a) *Module/Site*

Street Address \_\_\_\_\_  
Developer \_\_\_\_\_  
Hangar Dimensions \_\_\_\_\_

(i) *Hangar Purpose*

Date Lease Signed \_\_\_\_\_

**Pre-Submittal Meeting**

\_\_\_\_\_ Meeting to discuss proposed development idea with Airport Staff.  
\_\_\_\_\_ Obtain Land Development Application.

**Concept Plan**

\_\_\_\_\_ Scheduled Meeting with Planning Staff.  
\_\_\_\_\_ Submit completed Land Development Application and pay Concept Fee

Submit Concept Plan to include following:  
Written narrative describing the proposed development to include:

- Proposed Use – Commercial or Non-Commercial
- Number of structures, gross and net density
- Type of structures(s), approximate size(s) of units(s), and approximate maximum height of building(s) in feet
- Comprehensive timetable of construction

Plan drawing (Exhibit A) to include:

- Title or name of the development above the term "Hangar Plan"
- Vicinity map, scale, north arrow and date of preparation
- Location and legal description of lot
- Total area of open space
- Location and proposed use(s) of building areas to include ranges of dimensions and square footage
- Location and dimensions of required building and landscaping setbacks
- Parking area(s), verifiable based upon building, square footage
- Designation and classification of any right of way, turning or acceleration and/or deceleration lanes, areas to be vacated, access points, etc. that are required
- Topographic map depicting existing and proposed contours
- Utilities drawing depicting existing and proposed locations
- Internal site circulation and designation of public and private streets
- Proposed timetable for development plan

\_\_\_\_\_ Letters from water and sewer providers and fire district.

**Development Plan**

\_\_\_\_\_ Submit four (4) copies of Development Plan to include following:

- Letter of Intent
- Traffic Impact Study
- Phase III Drainage Report

## EXHIBIT "B"

### Page 2 of 2

- Folded Plan Maps (2 copies folded so as to fit into a 9" x 12" envelope) of Development Plan to include:
  - Cover
  - Site Plan
  - Landscape Plan (includes exterior lighting, signage, building finishes)
  - Grading, and Erosion Control Plan
  - Signage Plan
  - Elevations and Lot Corners
- \_\_\_\_\_ Construction Drawings (2 copies)
- \_\_\_\_\_ Pay Development Plan Application Fee
- \_\_\_\_\_ Current Statement of Financial Condition of Applicant "CONFIDENTIAL"
- \_\_\_\_\_ Declared General Contractor and List of sub-contractors to include:
  - Name & Title
  - Mailing Address
  - Telephone & fax numbers
  - Copy Adams County Contractors License
- \_\_\_\_\_ Review and sign four copies of Unimproved Land Lease
- \_\_\_\_\_ Approval of Unimproved Land Lease by Authority at Public Hearing
- \_\_\_\_\_ Completed FAA Form 7460-1, "Notice of Proposed Construction or Alteration"

#### Post-Approval Requirements

Following approval of the Development Plan and prior to application to Adams County for any building, permit, the applicant shall deliver to the Airport:

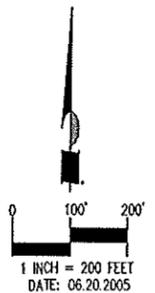
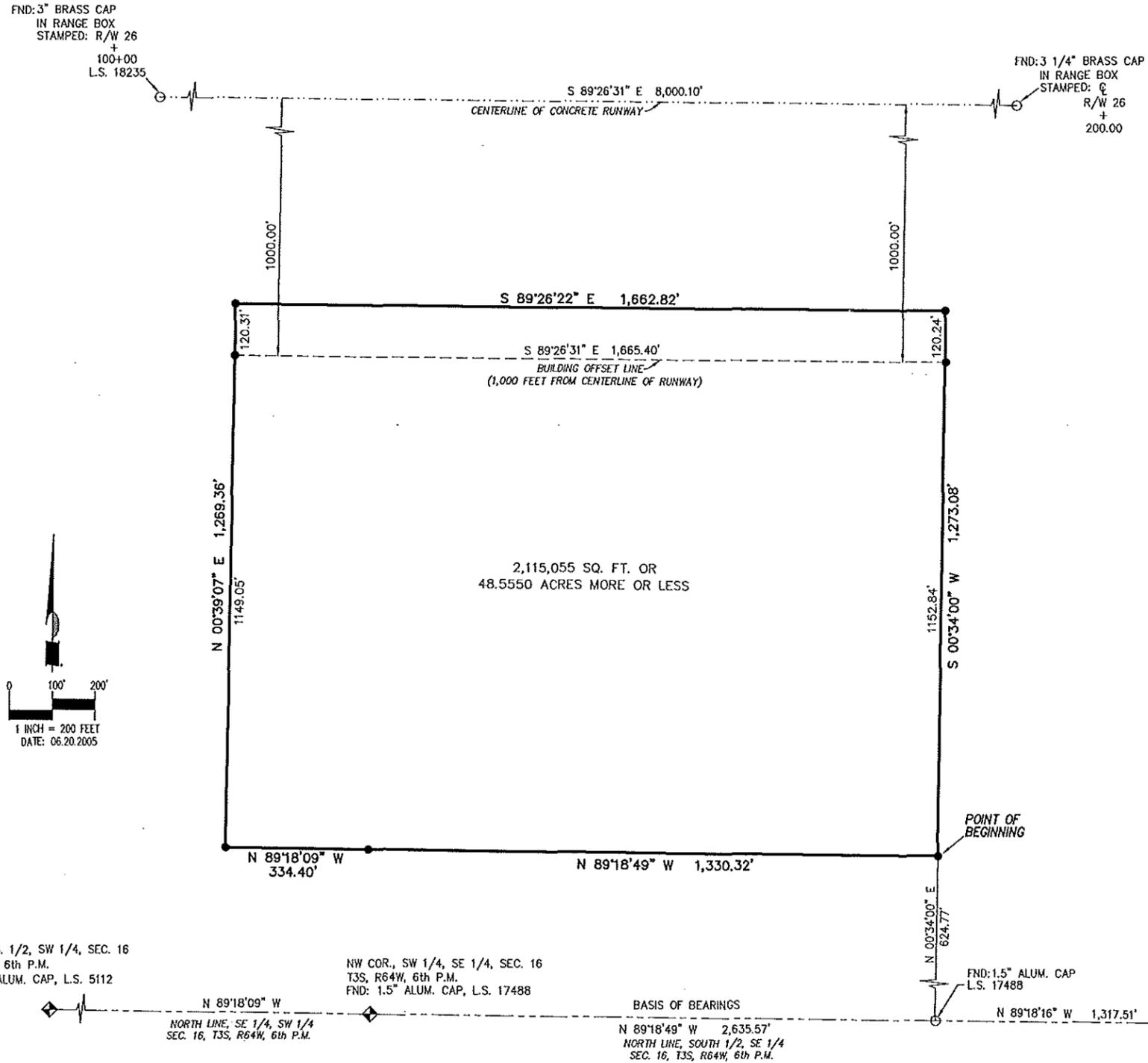
- \_\_\_\_\_ One set of final construction drawings, signed by a registered architect or professional engineer
- \_\_\_\_\_ Certificates of Insurance for contractor and sub-contractors.
- Construction**
- \_\_\_\_\_ Obtain Airport Letter of Approval for Building Permit
- \_\_\_\_\_ Obtain Building Permit from Adams County
- \_\_\_\_\_ Schedule Pre-Construction Meeting with Airport Staff to review Airport safety requirements, operational restrictions, and coordination procedures
- Airport sign-off:**
- \_\_\_\_\_ Building Layout
- \_\_\_\_\_ Elevations (before foundation is poured)
- \_\_\_\_\_ Rough Grade Inspection
- \_\_\_\_\_ Pay Water & Sewer Tap Fee
- \_\_\_\_\_ Water Meter Installed
- \_\_\_\_\_ Fire Hydrant Installed
- \_\_\_\_\_ Airport Representative inspection of water & sewer lines and tap
- \_\_\_\_\_ Storm Water Inspection
- \_\_\_\_\_ Final Grade Inspection
- \_\_\_\_\_ Apron & Taxiway design and asphalt mix
- \_\_\_\_\_ Airport representative present during paving of aprons and taxiways
- \_\_\_\_\_ Scheduled walk-through and final approval by Airport
- \_\_\_\_\_ Provide Airport with a copy of Certificate of Occupancy
- \_\_\_\_\_ Within thirty (90) days of issuance of Certificate of Occupancy provide Airport a plot plan of the Premises and all improvements as they were actually built, including the location of all utilities.

**EXHIBIT "C"**

*MODULE #2 – PHASE 1 INFRASTRUCTURE  
CONSTRUCTION PLANS*

# LAND SURVEY PLAT

LOCATED IN THE SOUTH 1/2 OF THE NORTH 1/2 AND  
THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH P.M.,  
COUNTY OF ADAMS, STATE OF COLORADO  
SHEET 1 OF 1



### LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF THE NORTH HALF AND THE NORTH HALF OF THE SOUTH HALF OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** ALL BEARINGS CONTAINED HEREIN ARE BASED UPON THE ASSUMPTION THAT THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 16 BEARS N 89°18'16\" W AND MONUMENTED AS FOLLOWS:

- THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16 BEING A FOUND 2\" ALUM. CAP, LS 27011.
- THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16 BEING A FOUND 1.5\" ALUM. CAP, LS 17488.

**COMMENCING AT SAID NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, THENCE N 89°18'49\" W ALONG SAID NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER A DISTANCE OF 1317.51 FEET;**

**THENCE N 00°34'00\" E A DISTANCE OF 624.77 FEET TO THE POINT OF BEGINNING;**

**THENCE N 89°18'49\" W, A DISTANCE OF 1,330.32 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16;**

**THENCE N 89°18'09\" W, A DISTANCE OF 334.40 FEET;**

**THENCE N 00°39'07\" E, A DISTANCE OF 1,269.36 FEET;**

**THENCE S 89°26'22\" E, A DISTANCE OF 1,662.82 FEET;**

**THENCE S 00°34'00\" W, A DISTANCE OF 1,273.08 FEET TO THE POINT OF BEGINNING.**

CONTAINING 2,115,055 SQ. FT. OR 48.5550 ACRES MORE OR LESS

### NOTES

- 1) 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 AND DEFECT BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S CERTIFICATE SHOWN HEREON.
- 2) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY JEHN ENGINEERING, INC., TO DETERMINE OWNERSHIP OF THIS TRACT OR TO VERIFY THE DESCRIPTION HEREON, OR THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, OR EASEMENTS OF RECORD.
- 3) JEHN ENGINEERING, INC., HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS RECORDED/UNRECORDED, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

### SURVEYOR'S CERTIFICATE:

I CHRISTOPHER H. McELVAIN, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF THE TRACT OF LAND AS SHOWN HEREON, WAS MADE UNDER MY SUPERVISION AND THAT THE ACCOMPANYING MAP ACCURATELY AND PROPERLY SHOWS SAID SURVEY THEREOF.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005.

CHRISTOPHER H. McELVAIN, P.L.S. 36561  
FOR AND ON BEHALF OF  
JEHN ENGINEERING, INC.

NW COR., S. 1/2, SW 1/4, SEC. 16  
T3S, R64W, 6th P.M.  
FND: 1.5\" ALUM. CAP, L.S. 5112

NW COR., SW 1/4, SE 1/4, SEC. 16  
T3S, R64W, 6th P.M.  
FND: 1.5\" ALUM. CAP, L.S. 17488

FND: 1.5\" ALUM. CAP  
L.S. 17488

POINT OF COMMENCEMENT  
NE COR., SE 1/4, SE 1/4, SEC. 16  
T3S, R64W, 6th P.M.  
FND: 2\" ALUM. CAP, L.S. 27011

### LEGEND:

- ◆ FOUND ALIQUOT OR SECTION CORNER
- SET NO. 5 REBAR W/ 1 1/4\" YELLOW PLASTIC CAP, L.S. 36561
- FOUND MONUMENTS AS DESCRIBED

PROJECT INFO:  
FRONT RANGE AIRPORT  
JOB# 1595-204-042  
JUNE, 2005

F:\1595\204-4042\SURVEY\4042-LSP.dwg - CHM

SHEET 1 OF 1



**JEHN**  
ENGINEERING, INC.

5855 WADSWORTH BYPASS, A-100  
ARVADA, CO 80003  
PH: (303) 423-6036 FAX: (303) 427-9433  
WWW.JEHNENGINEERING.COM



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 7, 2017
<b>SUBJECT:</b> Resolution approving quit claim deed from Adams County to the Department of Transportation, State of Colorado, for street right-of-way
<b>FROM:</b> Jeffery Maxwell, P.E., PTOE, Director of Transportation
<b>AGENCY/DEPARTMENT:</b> Transportation Department
<b>HEARD AT STUDY SESSION ON:</b> May 17, 2016
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the conveyance of right-of-way by quit claim deed.

### **BACKGROUND:**

Adams County was approached about land that includes portions of U.S. Highway 85 and the northbound ramp to East 64<sup>th</sup> Avenue. The County has been making efforts, when time allows or when matters are brought to our attention, to divest land not necessary for operations or facilities. In light of this approach, the County has researched the party responsible for this land and found that the land should be transferred to the Department of Transportation, State of Colorado, a.k.a. Colorado Department of Transportation (CDOT). Adams County acquired these particular parcels in 1941 to facilitate CDOT's construction of Highway 85 utilizing federal funding, as was the practice at the time. The Board of County Commissioners during a Study Session on May 17, 2016, recommended that the parcels be conveyed to CDOT. These parcels are located in the Southeast Quarter of Section 6, Township 3 South, Range 67 West of the 6<sup>th</sup> Principal Meridian. The attached resolution will allow the County to approve the conveyance of the parcels by quit claim deed.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Transportation Department; Department of Transportation, State of Colorado; Office of the County Attorney; and Adams County Board of County Commissioners.

### **ATTACHED DOCUMENTS:**

Draft resolution and quit claim deed

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<hr/> <hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

**Draft Resolution**

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

Resolution 2017-

**RESOLUTION APPROVING QUIT CLAIM DEED FROM ADAMS  
COUNTY TO THE DEPARTMENT OF TRANSPORTATION, STATE OF  
COLORADO, FOR RIGHT-OF-WAY PURPOSES**

WHEREAS, Adams County owns two parcels of land in the Southeast Quarter of Section 6, Township 3 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado, known as Parcel 19A and Parcel 19B of the Department of Transportation, State of Colorado (CDOT) for Federal Aid Project No. 20-D-1 (“Parcels”); and,

WHEREAS, Adams County acquired the Parcels in 1941, on behalf of the Department of Transportation and was secured by funding from the federal project; and,

WHEREAS, the Parcels are now being maintained and operated by the Department of Transportation and currently defined as portions of the state highway system; and,

WHEREAS, Adams County is willing to convey ownership of the Parcels to CDOT by means of the attached Quit Claim Deed.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Quit Claim Deed from Adams County to the Department of Transportation, attached hereto and incorporated herein, be and is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board is hereby authorized to execute said Quit Claim Deed on behalf of Adams County.

## QUIT CLAIM DEED

THIS DEED is made this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_, between Adams County, a Political Subdivision of the State of Colorado, Grantor, located at 4430 S. Adams County Parkway, Brighton, CO 80601, and Department of Transportation, State of Colorado, located at 4201 E. Arkansas Avenue, Denver, CO 80222, Grantee.

WITNESSETH, that the Grantor, for GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto Grantee, its successors and assigns, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Adams and State of Colorado, described as follows:

### **Property description attached as Exhibit "A."**

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 the Grantor, either in law or equity, to the only proper use and benefit of the Grantee.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

ATTEST:  
STAN MARTIN,  
CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
BY:

\_\_\_\_\_  
Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
Adams County Attorney's Office

**EXHIBIT "A"**  
**RIGHT-OF-WAY PARCELS**  
**FROM**  
**THE COUNTY OF ADAMS, STATE OF COLORADO**  
**TO**  
**THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO**

Being those parcels of land described in the Right of Way Deed recorded March 10, 1941 in Book 268 at Page 567 of the records in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southeast Quarter of Section 6, Township 3 South, Range 67 West of the 6<sup>th</sup> Principal Meridian, of said Adams County, being more particularly described as follows:

Beginning at a point which is the intersection of the north-westerly right of way line of the C.B. & Q. R.R. and the North and South Quarter line of said Section 6, from whence the South Quarter corner of said Section 6 bears Southerly, a distance of 452.8 feet; thence North 41°43' East along said Northwesterly right of way line of the C.B. & Q. R.R., a distance of 757.7 feet to a point;

Thence North 48°17' West, a distance of 545.1 feet to a point;

Thence North 00°01' East, a distance of 198.3 feet to a point;

Thence South 31°01' West, a distance of 175.2 feet to a point on the North and South Quarter line of said Section 6;

Thence Southerly along said quarter line, a distance of 976.8 feet, more or less to the Point of Beginning.

Containing 5.96 acres, more or less.

**TOGETHER WITH**

Beginning at a point on the East and West Quarter line of said Section 6, from whence the East Quarter corner of said Section 6 bears North 89°13.5' East, a distance of 2535.3 feet; thence South 89°13.5' West along said Quarter line, a distance of 103.2 feet, more or less, to the center of said Section 6;

Thence Southerly along the North and South Quarter line of said Section 6, a distance of 413.3 feet to a point;

Thence North 31°01' East, a distance of 168.9 feet, to a point;

Thence along a curve to the right with a radius of 3720.00 feet, whose chord bears North 4°03' East a distance of 270.9 feet, more or less, to the Point of Beginning.

Containing 0.72 acres, more or less.

Based on the Right of Way Deed recorded March 10, 1941 in Book 268 at Page 567 of the records in the Office of the Clerk and Recorder of Adams County, Colorado.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 7, 2017
<b>SUBJECT:</b> Resolution approving right-of-way agreement between Adams County and West Spanish Congregation of Jehovah's Witnesses for dedication of road right-of-way for West 56 <sup>th</sup> Avenue
<b>FROM:</b> Jeffery Maxwell, P.E., PTOE, Director of Transportation
<b>AGENCY/DEPARTMENT:</b> Transportation Department
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> 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 for street improvements along West 56<sup>th</sup> Avenue which includes reconstructing the roadway, improving drainage, and installing curb, gutter, pedestrian walk and accessible curb ramps in compliance with the Americans with Disabilities Act. Attached is a copy of the right-of-way agreement between Adams County and the West Congregation of Jehovah's Witnesses for dedication of road right-of-way for a portion of 2675 West 56<sup>th</sup> Avenue. The attached resolution allows the County to acquire ownership of the needed property and provide the necessary documents to close on the property.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Transportation Department, Office of the County Attorney and Adams County Board of County Commissioners.

### **ATTACHED DOCUMENTS:**

Draft resolution and right-of-way agreement.

**FISCAL IMPACT:**

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

<b>Fund:</b> 13
<b>Cost Center:</b> 3056

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9105	W30561511	\$1,326.00
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/> <hr/>

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

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

**Additional Note:**

**Draft Resolution**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

Resolution 2017-

**RESOLUTION APPROVING A RIGHT-OF-WAY AGREEMENT  
BETWEEN ADAMS COUNTY AND WEST SPANISH CONGREGATION  
OF JEHOVAH'S WITNESSES FOR DEDICATION OF ROAD  
RIGHT-OF-WAY FOR WEST 56<sup>TH</sup> AVENUE**

WHEREAS, Adams County is in the process of acquiring right-of-way for street improvements along West 56<sup>th</sup> Avenue which includes reconstructing the roadway, improving drainage, and installing curb, gutter, pedestrian walk and accessible curb ramps in compliance with the Americans with Disabilities Act; and,

WHEREAS, this right-of-way purchase is for a portion of 2675 West 56<sup>th</sup> Avenue located in the Southeast Quarter of Section 8, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, and owned by the West Spanish Congregation of Jehovah's Witnesses ("Jehovah's Witnesses parcel"); and,

WHEREAS, Adams County requires ownership of the Jehovah's Witnesses parcel for construction of the street improvements; and,

WHEREAS, the West Spanish Congregation of Jehovah's Witnesses is willing to sell the Jehovah's Witnesses parcel to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and the West Spanish Congregation of Jehovah's Witnesses, 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 West Spanish Congregation of Jehovah's Witnesses, a Colorado Non-Profit Corporation whose address is 2675 W. 56<sup>th</sup> Avenue, Denver, Colorado, 80221 ( "Owner"), and the County of Adams, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of a right-of-way parcel from the property located at 2675 W. 56<sup>th</sup> Avenue, Denver, Colorado, 80221, hereinafter (the "Property") for the West 56<sup>th</sup> Avenue - Federal to Zuni Improvement Project (the "Project"). The legal description and conveyance documents for the right-of-way parcel 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 **ONE THOUSAND THREE HUNDRED TWENTY-SIX AND NO/100'S DOLLARS (\$1,326.00)** including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. This consideration has been agreed upon 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 promises 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 to be on or after **February 28, 2017**.
3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the said property until such time as the County obtains from the Owner the attached conveyance documents.
4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
5. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and requires the Property for a public purpose.
6. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bring an action against the Owner for specific performance.

7. This Agreement contains all agreements, understandings and promises between the Owner and the County relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.

8. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

**Owners: West Spanish Congregation of Jehovah's Witnesses, a Colorado Non-Profit Corporation**

By: *[Signature]*  
President 1-11-2017

By: *[Signature]* / SEC  
11 JAN 2017

**Approved:**  
BOARD OF COUNTY COMMISSIONERS-COUNTY OF ADAMS, STATE OF COLORADO

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
County Attorney



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 7, 2017
<b>SUBJECT:</b> Resolution Authorizing the Appointment of the Deputy County Manager as the Person Responsible for the Certification of the Adams County MS4 Permit.
<b>FROM:</b> Jeffery Maxwell, P.E., PTOE, Director of Transportation
<b>AGENCY/DEPARTMENT:</b> Transportation Department
<b>HEARD AT STUDY SESSION ON</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves this resolution allowing the Deputy County Manager to be appointed to Certify MS4 Permit documentation on behalf of the County.

### **BACKGROUND:**

Since March 10, 2003 Adams County has been required to develop, implement and enforce programs under the County's Municipal Separate Storm Sewer System (MS4) Permit requirements. Every year the County is required to submit a certified annual report that identifies the accomplishments in accordance with the County's MS4 Permit requirements. A resolution appointing the Public Work Director as the duly authorized employee to certify MS4 program documentation on behalf of the County was adopted February 19, 2003.

On July 2015, Adams County adopted a resolution allowing for a new County Organizational Structure in which the Deputy County Manager resides over the multiple departments that are responsible for MS4 Program administration and implementation.

The Deputy County Manager is responsible for the Transportation Department; the Community and Economic Development Department; and the Parks Department, all of whom are responsible for portions of MS4 Program implementation. Therefore, it is necessary to amend the existing resolution to allow for the Deputy County Manager to be the duly authorized employee appointed to certify MS4 Program report submittals.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Transportation Department

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

**RESOLUTION AUTHORIZING THE APPOINTMENT OF THE DEPUTY COUNTY MANAGER AS THE PERSON RESPONSIBLE FOR THE CERTIFICATION OF THE COUNTY'S MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT**

WHEREAS, the Colorado Department of Public Health and Environment, Water Quality Control Division (WQCD), in accordance with the requirements of the Clean Water Act, the Colorado Water Quality Control Act, National Pollutant Discharge Elimination System (NPDES) Regulations, and the Colorado Discharge Permit System (CDPS) Regulations, required Adams County to hold a stormwater discharge permit for the discharge of stormwater from the County's municipal separate storm sewer system (MS4) serving the urbanized area of unincorporated Adams County; and,

WHEREAS, the WQCD provides stormwater discharge permit coverage under the statewide Colorado Discharge Permit System (CDPS) General Permit: Stormwater Discharges Associated with Municipal Separate Storm Sewer Systems (MS4), Permit Number COR-090041; and,

WHEREAS, the major requirement for coverage under the General Permit is the development, implementation and enforcement of the Stormwater Management Program; and,

WHEREAS, the WQCD requires that an officer of the County, or a duly appointed Authorized Agent, who will be legally responsible for the certification of the Stormwater Management Program within the County, be named on the Permit application; and,

WHEREAS, the Deputy County Manager is empowered to provide advice, review applications, administer agreements, administer and enforce standards and regulations, promulgate administrative forms, make administrative decisions, render interpretations, establish application requirements, and issue administrative permits in accordance with the provisions of the Adams County Development Standards and Regulations.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Deputy County Manager be named as the Authorized Agent for the Certification of the County's Municipal Separate Storm Sewer System (MS4) Permit.

BE IT FURTHER RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Deputy County Manager be authorized to sign the Permit Certifications as the Authorized Agent.

## **MOTION STATEMENT**

I move that the Resolution “Authorizing the Appointment of the Deputy County Manager as the Person Responsible for the Certification of the County’s Municipal Separate Storm Sewer System (MS4) Permit” be approved for signature by the Chairman of the Board.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 7, 2017
<b>SUBJECT:</b> Resolution Adopting Revisions to the Adams County's Stormwater Utility Policy Manual.
<b>FROM:</b> Jeffery Maxwell, P.E., PTOE, Director of Transportation
<b>AGENCY/DEPARTMENT:</b> Transportation Department
<b>HEARD AT STUDY SESSION ON:</b> MaY 31, 2016
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves this resolution to adopt the proposed revisions to the Adams County Stormwater Utility Policy Manual

### **BACKGROUND:**

On September 19, 2012 Adams County established the Stormwater Utility (SWU). The Stormwater Utility Policy Manual was adopted on November 26, 2012. Per resolution, the Director of Public Works (now Transportation Director and Community & Economic Development Director) was allowed to update and revise the Stormwater Utility Policy Manual.

Since then, the Stormwater Utility Manual was updated on May 2015 by Neighborhood Services Department (currently known as Community & Economic Development Department).

The last revision was drafted as of May 2016 and presented at Study Session on May 31<sup>st</sup> 2016 by Transportation Department. The revision was performed with the assistance of other Departments (Finance, Community and Economic Development, Treasurer's Office, Business Solution Group and Attorney's Office).

The intent of this revision is to:

- Establish clear internal policy to reflect current operation procedures and different Department responsibilities.
  - Transportation (CIP-Maintenance-Appeals-Credits)
  - Finance (Billing)

- Community and Economic Development (Customer Service)
- Compile in one document all SWU related policies.
- Be available to the public on-line to improve transparency and customer service
- Re-establish authority to the BoCC to amend the SWU Policy Manual
- Highlight the major changes between the 2013 and the 2016 SWU Policy Manual versions.

The proposed policy was available on-line to the public in draft form, from 7/12/2016 to 8/12/2016, to allow public comment or input. No input was received.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Transportation Department

**ATTACHED DOCUMENTS:**

Resolution  
Stormwater Utility Policy Manual, Revised 5/30/2016.

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<hr/> <hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

RESOLUTION APPROVING REVISED STORMWATER UTILITY POLICY MANUAL

WHEREAS, on November 26, 2012, the Adams County Board of County Commissioners passed a resolution adopting the Stormwater Utility Policy Manual for unincorporated Adams County and establishing a fee structure for the Stormwater Utility; and,

WHEREAS, multiple resolutions have been passed that require updates to the Stormwater Utility Policy Manual so that it accurately reflects the policies addressing appeals, credits, and billing procedures; and,

WHEREAS, by means of the attached revised Stormwater Policy Manual the Transportation Department is submitting the required policies for adoption by the Adams County Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Stormwater Utility Policy Manual, a copy of which is attached hereto, is hereby approved and adopted and shall replace and supersede previous versions of the Stormwater Utility Policy Manual.

# **ADAMS COUNTY, COLORADO**

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## **STORMWATER UTILITY POLICY MANUAL**

**Created 1/1/2013  
Revised 5/30/2016**



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## Chapter 1

### Overview

The intent of this policy is to provide the customers of Adams County’s Stormwater Utility (SWU) and the employees of Adams County with a policy that documents the processes that the SWU follows.

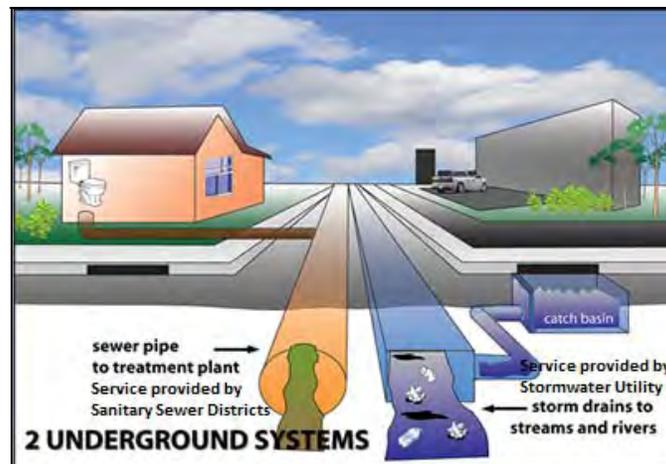
### 1.0 Introduction

Adams County owns and maintains the public storm sewer system, which is designed to drain stormwater from impervious surfaces such as paved streets, parking lots, sidewalks, roofs and private drainage ponds. Stormwater is runoff from rain or snow melt events. The public storm sewer system conveys stormwater, eventually discharging into channels, lakes, creeks or rivers.

Adams County does not provide potable water or sanitary sewer services. It is important to distinguish the difference between the following separate underground collection systems:

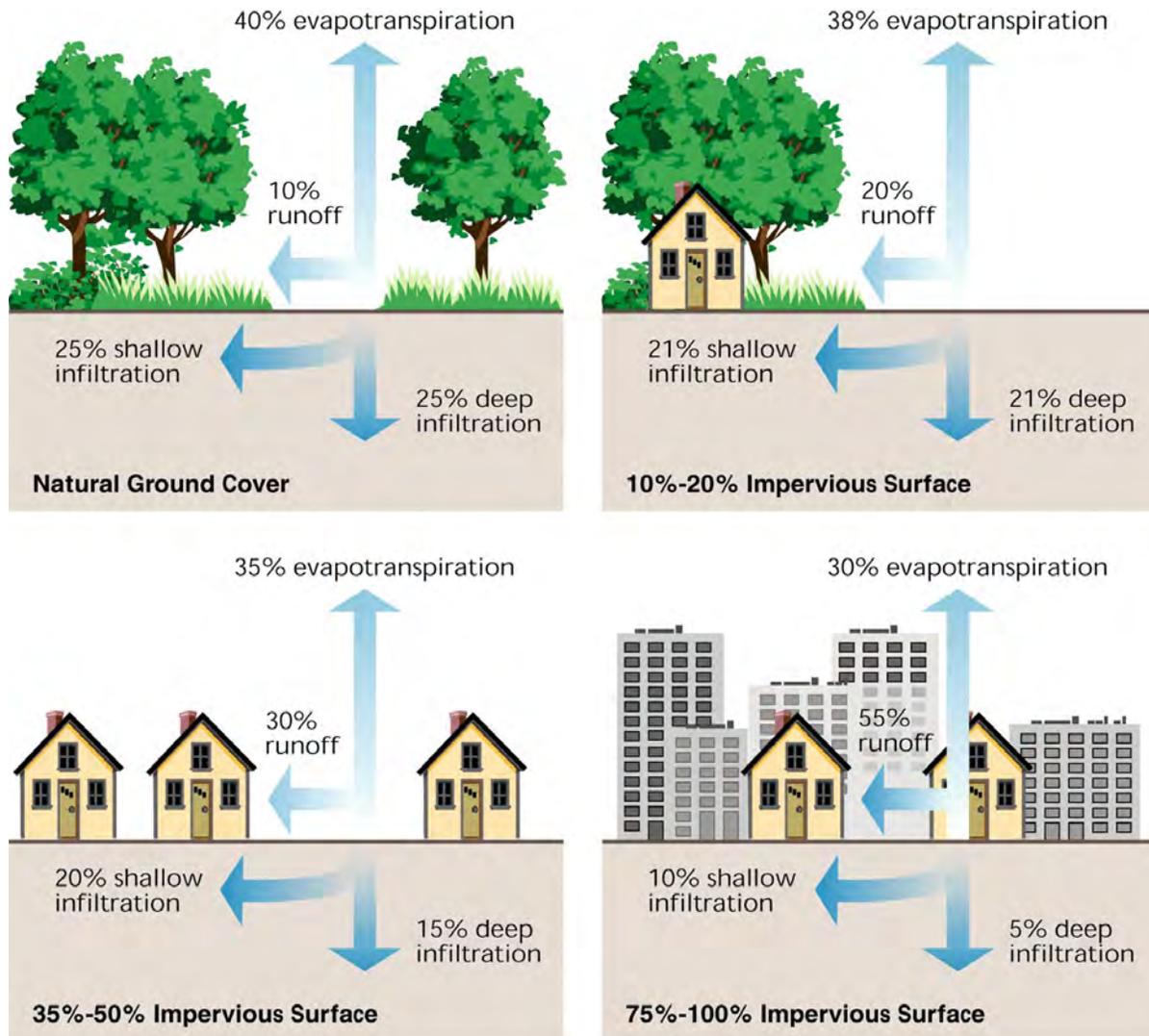
- Sanitary sewers
- Storm drains

While the sanitary sewer system conveys household wastewater to a sewage treatment plant, the storm drain system conveys rainwater runoff discharging directly to our local ponds and rivers.



As stormwater runoff travels over urban landscapes, the flow increases and water quality decreases. Urban landscapes—unlike forests, wetlands, and grasslands that trap water and allow it to filter slowly into the ground—contain great areas of impermeable surfaces like buildings and pavement that prevent water from seeping into the ground increasing runoff flows. Stormwater also picks up pollutants as it travels across hard surfaces. Pollutants such as motor oil, pesticides, fertilizers, trash, and sediment can harm the water quality of our local creeks, rivers, and lakes.

**Increase in stormwater runoff with urbanization**



In Stream Corridor Restoration: Principles, Processes, and Practices (10/98).  
 By the Federal Interagency Stream Restoration Working Group (FISRWG) (15 Federal agencies of the U.S.)

As Adams County continues to develop, the impact of urbanization on the County’s storm sewer system increases. In an effort to maintain and improve the County’s existing public drainage system as well as plan for and mitigate the impact of future development, Adams County established a Stormwater Utility to be accounted for and administered as a Water Activity Enterprise. Stormwater Utility Service Area was defined within the western portion of Unincorporated Adams County. The Stormwater Utility is an independent funding mechanism to pay for the cost of services related to the implementation of the stormwater management program.

**1.1 Authority**

Colorado law allows counties to provide stormwater services and infrastructure and to bill property owners for such services and infrastructure. September 19, 2012, Adams County passed two resolutions establishing a Stormwater Utility to provide such stormwater services and infrastructure in the urbanized areas of the county and to bill affected property owners accordingly. The Stormwater Utility became effective on January 1, 2013.

The 2013 Stormwater Utility Policy Manual was adopted per resolution on 11/26/2012 by Adams County Board of County Commissioners (BoCC). As of this revision, the Stormwater Utility Policy Manual and future amendment(s) are subject to approval by the BoCC.

**1.2 List of Major SWU Policy Manual Changes**

<b>2013 SWU Policy Manual</b>	<b>2016 SWU Policy Manual</b>
Public Works Director allowed to amend SWU Policy Manual per resolution adopted on 11/26/2012.	Authority returns to BoCC.
Treasurer Office allowed to bill and collect fees thru property taxes.	Billing and collection by Finance Department. Annual statement separate and independent from property taxes.
Administration authority held by Public Works Director, in coordination with Finance Director and County Treasurer.	Administration authority held by Transportation Director, in coordination with Finance Director.
Annual report required.	Reference added to the Annual Budget Book
No Credit Policy in the Manual	Credit Policy approved by Resolution No 15-185 on 9/15/2015 by BoCC has been incorporated to the Manual.
Enforcement actions in the Policy Manual - Section 5.3 (2013) Remedial Compensation.	Enforcement actions referenced to County Ordinances and Development Standards and Regulations.
Right of Entry - Section 10.2 (2013).	Right of Entry referenced to Ordinances and Development Standards and Regulations.
Emergency and Abatement - Section 10.4 and 10.5 (2013).	Emergency and abatement referenced to Ordinances and Development Standards and Regulations.
Public and Private Facilities - Section 5.1 and 5.2	Ownership and maintenance responsibilities

(2013).	referenced to Ordinances and Development Standards and Regulations.
Storm Sewer System Modification - Section 10.1 (2013) Permit Requirements.	Removed- Storm sewer system modifications and permit requirements in Ordinances and Development Standards and Regulations.
Stormwater Advisory Board - Adopted by BoCC, but not included in 2013 SWU Policy Manual.	Stormwater Advisory Board/Committee – process formalized in SWU Policy Manual (2016).
SWU fee exemption: 1) Public roads only	SWU fee exemption: 1) Public roads, 2) Tanks with a secondary containment, 3) Water surfaces, such as lakes, and swimming pools, 4) Structures with 3 (three) or less enclosed walls and no floor; and 5) Gravel surfaces are not considered impervious area. 6) Patios above 6ft with impervious area under structure.
SWU fee applied to all developed properties with at least 100 square feet of impervious area.	SWU fee applied to all developed properties with at least 500 square feet of impervious area.
Appeal process due date by April 1 <sup>st</sup> of each year.	Appeal needs to be submitted by June 30 <sup>th</sup> of each year.
No SWU service area map included in the Manual.	SWU service area map included in attachment.

**1.3 Organization of the Stormwater Utility Enterprise**

The County’s Transportation Department Director, in coordination with the Finance Director and Community and Economic Development Director, shall administer the Stormwater Utility Enterprise. Administration responsibilities include, but are not limited to, planning, developing, implementing, financing, constructing, maintaining, rehabilitating, inspecting, managing existing and new public stormwater infrastructure, collecting fees and charges, implementing and enforcing the provisions of these policies and other Adams County regulations related to storm sewer use.

**1.4 Stormwater Advisory Board**

The Stormwater Advisory Board was established by Resolution No. 2014-005 adopted on 1/6/2014 by the Board of County Commissioners (BoCC).

The Stormwater Advisory Board can be established to encourage community involvement by individuals with relevant expertise in order to make recommendations to the BoCC regarding the priority of capital improvement projects and infrastructure needs for the stormwater utility. The Board can be formed on as needed basis, as specific assignments indicate the need for public involvement.

Stormwater Advisory Board shall consist of seven members, four (4) of whom shall be residents of unincorporated Adams County, three (3) of whom shall be residents of municipalities within Adams County, and all of whom must reside west of Schumaker Road. The Stormwater Advisory Board members shall be appointed by, and may be removed by, the BoCC.

The initial term for three (3) members of the Stormwater Advisory Board shall be for two (2) years and the initial term for the remaining four (4) members shall be for four (4) years, with all members to have four (4) year terms thereafter.

Per resolution the Stormwater Advisory Board is authorized to implement such by-laws and procedures as it deems necessary.

### **1.5 Stormwater Utility Purpose**

The purposes of the Stormwater Utility include, but are not limited to:

1. Effective management and financing for maintenance and construction of the storm sewer system within Adams County Stormwater Utility Service Area; and
2. Funding for mitigating the damaging effects resulting from uncontrolled and unplanned stormwater runoff; and
3. Public health, safety and welfare of Adams County citizens within the Stormwater Utility Service Area and the community by providing for the safe and efficient capture and conveyance of stormwater runoff and the mitigation of problems resulting from stormwater runoff; and
4. Establish and implement Master Drainage Plan(s) for stormwater runoff management, including the design, administration, coordination, construction, management, operation, maintenance, inspection and enforcement of related County ordinances, regulations and policies; and
5. Establish reasonable stormwater utility service charges based on each property's contribution of stormwater runoff to the public storm sewer system, and for the use and benefits of the services and facilities provided; and
6. Encourage facilitation of urban water resources management to include, but not be limited to, the retention and detention of stormwater runoff, improved stormwater conveyance when needed and the protection and enhancement of the environment.

### **1.6 Definitions**

For the purpose of this policy manual, words and phrases shall be defined as follows, unless the context clearly indicates or requires a different meaning:

BoCC – Adams County Board of County Commissioners.

County – Adams County, Colorado.

Credit – A reduction in the Stormwater Utility fee for a customer, based upon the attainment of specified criteria listed in the Credit Policy.

Common Ownership Account - Accounts (parcels) that are owned in-common. Accounts for developments associated with apartments, condominiums, townhomes, or commercial lease lots.

Customer – A property owner, or user, within the Stormwater Utility Service Area that is assessed a Stormwater Utility Fee for a service provided by Adams County under the Stormwater Utility Enterprise Fund. This includes but is not limited to, tax exempt property owners, such as non-profit organizations, churches, schools and institutions, as well as properties owned by local, state or federal governmental entities.

Detention Basin - Engineered structure designed to temporarily hold a set amount of water while slowly draining to a gravity drainage conveyance system. A detention basin will reduce and control discharge rates by holding the stormwater for a lengthened period of time. Detention ponds are provided with a gravity outfall.

Director – Adams County’s Director of Transportation Department, Finance Director, or designee.

Developed Property – A property that has a structure(s) within the parcel boundary such as but not limited to roof tops, pavement, driveways, parking lots, walkways, sidewalks, patio areas, storage areas, or other surfaces that prohibit natural stormwater infiltration.

Drainage Infrastructure – Various drainage works, including but not limited to inlets, conduits, manholes, energy dissipation structures, channels, ditches, outlets, retention basins, detention basins, and other structural components of this nature.

Enterprise Fund – A fund that provides goods or services to the public for a fee making the entity self-supporting. This term is interchangeable with Stormwater Utility Enterprise Fund.

Existing – Present or in effect at the time of the adoption of this Policy Manual.

Impervious – Surfaces not allowing water to naturally infiltrate or soak into the ground. Surfaces that prohibit the passage of water into the underlying soils. The impervious area is measured by using an aerial/satellite image. Examples of impervious areas include, but are not limited to:

- Areas of asphalt or concrete such as driveways, parking lots, curbs, gutters, walkways and sidewalks,
- Fully enclosed man-made structures. For building structures, the impervious area is not the livable square footage of the house, but the outside footprint

measured from the top view (using an aerial/satellite image), this measurement includes roof awnings. Measurements are not taken at ground level.

- Patios made of any materials (i.e: wood, tile, pavers)

Infiltration – Passage or movement of stormwater runoff into the ground.

Private – A parcel or facility owned by someone other than a quasi-governmental agency, city, county, state, or federal government agency.

Property Owner – An individual, partnership, corporation or other legal entity holding the deed or record of title to the property.

Public – A parcel or facility owned by a city, county, state or federal government or agency thereof.

Public Trails – Trails identified on the Adams County Regional Trail Master Plan.

Regional Pond – Detention or retention basin designed as part of a watershed planning process to serve a watershed larger than 130 acres<sup>1</sup>. This drainage facility is identified on the County's Master Drainage Plan, and typically larger than private facilities.

Retention Basin – Engineered structure that holds stormwater runoff where the required volume generated by a major storm event is completely contained. Retention ponds do not have a gravity outfall, the only means of reducing the volume in a retention pond is by evaporation, evapotranspiration, infiltration or pumping.

Stormwater Runoff – Untreated rainwater or snowmelt flow that reaches streams, lakes, creeks, etc. by means of flowing across impervious or saturated surfaces. These surfaces include roads, parking lots, driveways, saturated lawns and roofs.

Stormwater Utility Enterprise – See Water Activity Enterprise.

Storm Sewer System – All drainage facilities, man-made structures, and natural watercourses used for collecting and carrying stormwater runoff to, through, and from drainage areas to and including points of final outlet. A Storm Sewer System may include but is not limited to inlets, conduits, manholes, energy dissipation structures, channels, outlets, retention basins, detention basins, canals, creeks, lakes, catch basins, ditches, streams, drainage wells, gulches, gullies, flumes, culverts, siphons, dams, drainageways, floodwalls, levees, and pumping stations.

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<sup>1</sup> Per Urban Drainage and Flood Control District

Stormwater Utility Fee (SWU Fee) – The fee assessed on developed properties with minimum impervious areas located within the Stormwater Utility Service Area for stormwater management administration, operation, maintenance, mitigation and construction provided by Adams County.

Vacant Parcel, or Undeveloped Parcel – Real property void of any impervious surfaces or physical improvements that change the hydrology of the property from its natural state.

Water Activity Enterprise – Any government water activity business owned by a district, which enterprise receives under ten percent of its annual revenues in grants from all Colorado state and local governments combined. C.R.S. § 37-45.1-102. An “enterprise” is exempted from Taxpayer Bill Of Rights (TABOR).

Water Quality Feature – Detention or retention basin designed with a water quality feature such as permanent pool, extended detention or shallow wetland or other water quality best management practices (BMP) to help protect water quality by removing pollutants from stormwater.

## Chapter 2

### 2.0 Stormwater Utility Service Area

The Stormwater Utility Service Area encompasses properties located within the western portion of unincorporated Adams County.

This area is bordered on the north, south and west by the County boundary. The eastern boundary of the service area is Schumaker Road alignment. The service area excludes any properties located within the city limits of the following municipalities located within Adams County: City of Aurora, Town of Bennett, Town of Lochbuie, City of Northglenn, City of Thornton, City of Commerce City, City of Brighton, City of Westminster, City of Federal Heights, and City of Arvada.

As cities annex unincorporated areas the service area is adjusted accordingly every year. If and when the BoCC determines that a change in the service area would be beneficial to the County, the BoCC may amend said service area as County's impervious area increases east of Schumaker Road. See to Appendix A for 2016 Stormwater Utility Service Area Map.

Within the service area, the County is responsible for, but not limited to, construction and maintenance of the following public drainage infrastructures:

- Storm pipes and culverts;
- Storm manholes;
- Curb Inlets or catch basins;
- Unimproved swales<sup>2</sup> and channels; and
- Ponds.

Certain drainage infrastructure within the service area may be the property owner's or HOA's responsibility to own and maintain. Ownership and maintenance responsibilities can be found on the Plat, Subdivision Improvement Agreements, or other recorded documents.

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<sup>2</sup> When a property owner landscapes a public swale or channel it becomes the property owner's responsibility to maintain.

## Chapter 3

### 3.0 Stormwater Utility Annual Budget

The Stormwater Utility Annual budget is administered by Transportation Department. All revenues and expenses for Adams County's Water Activity Enterprise within the SWU service area shall be deposited and budgeted in the Stormwater Utility Enterprise Fund and shall be used exclusively for stormwater purposes.

Funding shall be equitably derived through methods which have a demonstrable relationship to:

- The varied demands and impacts imposed on the SWU program; and/or
- The level of service rendered by or resulting from the provision of stormwater and surface water management programs; and/or
- Other factors which impact the cost of the SWU program.

### 3.1 Stormwater Utility Revenue

Revenue includes stormwater utility service fees and interest charges, applicable permit fees and inspection fees, fines, and interest earnings on those revenues.

The Stormwater Utility may also seek to obtain outside contributions such as, but not limited to, grants and other financing options. The stormwater utility fee is reasonably related to the overall cost of providing services related to stormwater drainage and stormwater related activities in the service area.

### 3.2 Stormwater Utility Expenditures

Only expenditures that address a need or provide a benefit to the County's public drainage infrastructure, within the Stormwater Utility Service Area, shall be assessed to the Stormwater Utility.

Expenses include direct operating and capital expenses such as the cost of administering, acquiring, designing, constructing, maintaining, and contracting for the construction of stormwater facilities; as well as to manage stormwater quality and comply with the unfunded mandates and regulatory requirements of the National Pollutant Discharge Elimination System (NPDES) administered by the State of Colorado through the Colorado Discharge Permit System (CDPS).

Examples of the anticipated expenditures shall include, but are not limited to:

#### 3.2.1 Storm sewer system operation and maintenance program.

- 3.2.2 Development and implementation of a capital improvement plan for drainage infrastructure.
- 3.2.3 Master Drainage Plans, Flood Hazard Area Delineations, Outfall System Plans, and updates of the same associated with the Stormwater Utility Service Area.
- 3.2.4 Property and property rights acquisitions in support of drainage infrastructure.
- 3.2.5 Stormwater Quality Program to maintain compliance with Adams County's Municipal Separate Storm Sewer System (MS4) discharge permit requirements.
- 3.2.6 Stormwater Utility billing, and customer service expenses.
- 3.2.7 Field location services of stormwater infrastructure within the Stormwater Utility Service Area.

### **3.3 Budget Policy and Procedures**

Adams County Budget Policy and Procedures, as amended from time to time and published in the County's Annual Budget Book, are hereby adopted by reference.

### **3.4 Benefits to the Community**

The Stormwater Utility benefits the community by providing a dedicated fund for stormwater management services. Benefits associated with stormwater management include, but are not limited to:

- 3.4.1 Flood Protection;
- 3.4.2 Water quality improvements;
- 3.4.3 Wetland and stream bank protection;
- 3.4.4 Erosion and sediment control;
- 3.4.5 Drainage system maintenance;
- 3.4.6 Community education; and
- 3.4.7 Improved fish and wildlife habitat, and recreational opportunities.

## Chapter 4

### 4.0 Stormwater Utility Fee Structure

Adams County adopted an impervious area rate methodology as the basis to assess the Stormwater Utility fee. The methodology was developed based on a direct proportional correlation between the amount of impervious area within a parcel and the demand on the public stormwater system generated from the parcel.

It is recognized that in some instances a developed property may hold runoff from entering into the storm sewer system. However, such a property may place demand on the stormwater system in some other way. The County cannot measure the exact amount of runoff or pollutants that each property produces during a storm event, nor quantify the exact impact to or benefit from the stormwater system. Whether a developed property is directly or indirectly contributing to the need for stormwater facilities and infrastructure, the owner and/or occupant does benefit from the stormwater utility's improvements throughout the community.

### 4.1 Rate Structure

4.1.1 SWU Fee - For developed properties with more than 1,000 square feet (sq ft) of impervious surface area, the rate per square foot is \$0.02004 per year.

4.1.2 Minimum SWU Fee - All developed properties with at least 500 sq ft up to 1,000 sq ft of billable impervious surface area are charged a minimum fee of \$20.04 per year. Note: The minimum fee does not apply to Special Billing Properties (known as "Non-Standard Groups" or "Pro-Rated Groups").

4.1.3 No SWU Fee - There is no SWU fee assessed for properties with less than 500 sq ft of impervious area.

4.1.4 Maximum SWU Fee/Cap Fees - On April 1, 2013 the BoCC adopted a resolution implementing a maximum fee structure for the 2013 fiscal year. This maximum fee structure was continued for the 2014 fiscal year through resolution on January 6, 2014. The BoCC adopted Resolution No. 2015-053 on February 10, 2015 indefinitely extending the maximum fee structure until further action by the BoCC.

The cap fees were determined by calculating the average fee per property type classification as determined by the Adams County Assessor's Office.

If the calculated fee for a property is more than the cap fee for that property type, the customer pays the fee rate per the Cap Fee Rate table. The cap fee rates are listed

according to seven (7) property classifications (residential, commercial, industrial, exempt, agricultural, state assessed and mine).

**Cap Fee Rate Table**

<b>Residential *</b>	<b>\$83</b>	<b>Commercial</b>	<b>\$746</b>
<b>Exempt</b>	<b>\$446</b>	<b>Industrial</b>	<b>\$886</b>
<b>Agriculture</b>	<b>\$131</b>	<b>State Assessed</b>	<b>\$886</b>
<b>Mining</b>	<b>\$68</b>		

\*For Example: If a residential property has 4,142 square feet or less area of impervious surface, such as 3,000 sf, the fee is calculated using the rate of \$0.02004 per square foot.  
 i.e.: Annual fee = 3,000 sf x \$0.02004/sq ft= **\$60.12/year** → **the fee is \$60.12/year**

\*For Example: If a residential property has more than 4,142 square feet of impervious surface, such as 5,000 sf, the fee will be based on the cap fee.  
 i.e.: Annual Fee = 5,000 sf x \$0.02004/sq ft= **\$100.20/year** → **the fee is \$83/year**

In the case of multi-account parcels where the parcel has been assigned two (2) different property types by the County Assessor’s Office, the lower of the two (2) applicable cap fee rates will be applied to each parcel.

In the case of Special Billing Properties (Known as “Non-Standard Groups” or “Pro-Rated Groups”), the total actual fee is distributed equally amongst the property owners up to the cap fee rate for the parcel. See example in Section 4.3.2. If the total actual fee divided amongst the property owners is greater than the cap fee rate for the parcel, each owner pays the cap fee rate.

## 4.2 Ownership Property Types

All fees are billed and mailed to the property owner on record based on the County’s Property Tax Database, which is maintained by Adams County Assessor’s Office.

**4.2.1. Standard Properties** – Are single parcel properties where there is a single owner. In this case, the full amount of the Stormwater Utility fee is billed to the property owner on file in the County’s Property Tax Database, which is maintained by Adams County Assessor’s Office. See example in Section 4.3.1.

**4.2.2. Multiple Property Owners** – are single parcel properties where there is split-ownership or commonly-owned property. In this case, the Stormwater Utility fee is billed to the main contact on record based on the County’s Property Tax Database, which is maintained by Adams County Assessor’s Office.

**4.2.2. Special Billing Properties** – Known as “Non-Standard Groups” or “Pro-Rated Groups” are parcel properties located in a private development with common areas, such as commercial or apartment complex, mobile homes, condominiums, townhouses, multi-unit, multi-family, etc. In this case, the Stormwater Utility fee is divided and distributed equally amongst the total number of property owners on file for this private development. See example in Section 4.3.2

**4.2.3. Properties with Different Tax Districts** – When a parcel is divided by 2 or more tax districts, the parcel may have 2 or more Assessor’s R-account numbers. In this case the total amount of the fee is divided and distributed equally by the total number of tax districts. The R-account numbers are not shown on the statement; they are reflected as multiple separate line items with the same property information. See example below:

**ADAMS COUNTY COLORADO**

**Stormwater Management Division**  
 4430 S. Adams County Parkway  
 1st Floor, Suite W2000B  
 Brighton, CO 80801-8212  
 Contact Phone: 720.523.6400  
 Email: swuq@adcogov.org  
 Pay Online: www.adcogov.org/stormwater

Bill To: JOE SMITH  
 OR CURRENT OWNER  
 123 MAIN STREET  
 BRIGHTON CO 80801

**Annual Stormwater Utility Fee**

Customer Number: 381996  
 Notification Date: 04/01/16  
 Statement Number: 106283  
 Annual Service Dates: Jan 1 to Dec 31

Due Date	Invoice Date	Invoice Type	Invoice Number	Parcel Number	Impervious Area	Previous Balance	New Invoices	Payments Received	Adjustment	Outstanding Balance
08/30/16	04/01/16	Invoice	142549	172120102009	235,607.30 Sq Ft		\$373.00			\$373.00
					Situs 56 F LANE CT					
08/30/16	04/01/16	Invoice	142549	172120102009	235,607.30 Sq Ft		\$373.00			\$373.00
					Situs 56 E LANE CT					
<b>Balance Due</b>										<b>\$746.00</b>

Note: Distribution of fees to renters or HOA members will be the responsibility of the property owner of the parcel.

### 4.3 Stormwater Utility Fee Calculation Formula

#### 4.3.1 Example for a Single Family Home:

**Step 1:** Calculate the total square feet of impervious area on the parcel. This is not the livable square footage of the house, but the outside footprint measured from the top view, including awnings and eaves.



$$\begin{array}{r}
 1,650 \text{ sq ft (Roof)} \\
 + \quad 683 \text{ sq ft (Driveway)} \\
 + \quad 250 \text{ sq ft (Patio)} \\
 + \quad 270 \text{ sq ft (Shed)} \\
 + \quad \underline{170 \text{ sq ft (Sidewalk)}} \\
 \hline
 3,023 \text{ sq ft (Total impervious area)}
 \end{array}$$

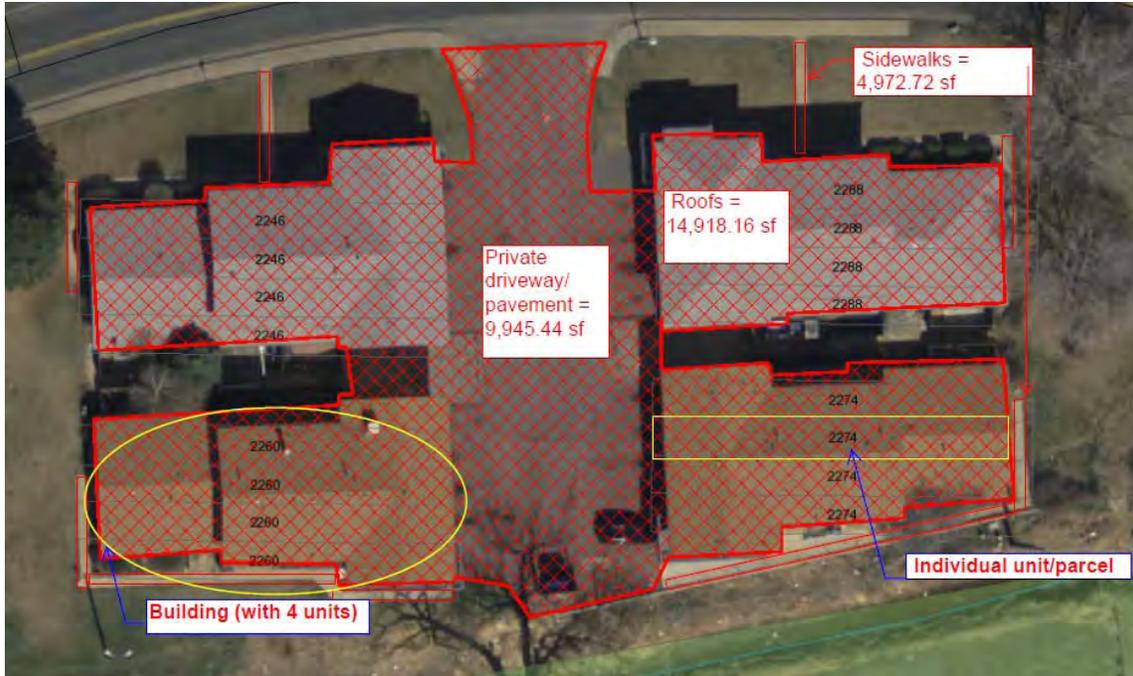
**Step 2:** Calculate the corresponding Stormwater Utility fee: the total square footage of impervious surface is multiplied by the rate (\$0.02004/sq ft)

$$3,023 \text{ sq ft} \times \$0.02004/\text{sq ft} = \$60.58 \text{ per year}$$

**Step 3:** Compare the calculated Stormwater Utility fee with the annual cap fee for the property type (residential=\$83/year). The amount of the fee is the lesser of the two. In this case the annual fee is \$60.58/year.

#### 4.3.2 Example for a Common Ownership Account – Multi-family:

**Step 1:** Calculate the total square feet of impervious area of the whole development. The total impervious area for this type of account includes all: rooftops, pavement (roads, driveways, internal roads, etc.), garages, patios, common walkways, etc. on the property.



$$\begin{aligned}
 &14,918.16 \text{ sq ft (Building Roofs)} \\
 + &4,972.72 \text{ sq ft (Internal Sidewalks)} \\
 + &\underline{9,945.44 \text{ sq ft (Pavement)}} \\
 &29,836.32 \text{ sq ft (Total impervious area)}
 \end{aligned}$$

**Step 2:** Multiply the total square footage by \$0.02004/year.

$$29,836.32 \text{ sq ft} \times \$0.02004/\text{sq ft} = \$597.92 \text{ per year}$$

**Step 3:** The total annual cost for each unit in the development is divided by the total number of units.

$$4 \text{ buildings} \times 4 \text{ units per building} = 16 \text{ units}$$

$$\text{Annual Fee} = \$597.92 / 16 \text{ units} = \mathbf{\$37.37 \text{ per unit per year} (*)^3}$$

## 4.4 Exemptions

**4.4.1** - Any facility or infrastructure within the public right-of-way, including County owned drainage facilities, public trails, public airport runways and taxiways, and private roadways that are functioning as a public roadway system in transporting the public, are

<sup>3</sup> Note that the cap fee for multi-family is \$83.00. In the case above, the calculated fee is less than the cap fee for each property owner, so the calculated fee is the amount billed.

exempted from the Stormwater Utility Fee. This exemption does not include private or internal roads or driveways.

Right-of-ways dedicated to Adams County address transportation needs that benefit all property owners. These right-of-ways also provide corridors for the conveyance of stormwater. Therefore, fees collected for right-of-ways would need to be equitably distributed to all property owners. Consequently, collecting a fee for right-of-ways, verses not collecting a fee, has the same effect on property owners. For these reasons, right-of-ways for roads and highways dedicated to Adams County and the State of Colorado Department of Transportation are exempt.

4.4.2 - Tanks with a secondary containment, such as oil and gas storage tanks, are not considered billable impervious area.

4.4.3 - Water surfaces, such as lakes, and swimming pools are not considered billable impervious area.

4.4.4 - Structures with 3 (three) or less enclosed walls and no floor are also exempt. This includes, but is not limited to lean-to, barns, or storage sheds.

4.4.5 - Gravel surfaces are not considered impervious area.

4.4.6 - Elevated patios, above 6ft without impervious area under structure.

## Chapter 5

### 5.0 Stormwater Utility Billing

The objective is to bill for stormwater utility services accurately and promptly, and to take timely and reasonable actions to collect past due amounts. All stormwater utility customers are billed by Adams County Finance Department.

Per Resolution No. 2014-003, adopted on 1/6/2014 by the BoCC, the County Manager is authorized to determine the billing procedure for the stormwater utility beginning in fiscal year 2014. The County Manager's billing procedure determination supersedes the procedure set forth in the County's September 19, 2012 resolutions.

### 5.1 Billing Cycle

The Stormwater Utility Fee shall be billed and mailed at least annually no later than April 30<sup>th</sup> of each year. Payment must be received by the due date: June 30<sup>th</sup> of each year, before 4:30 pm. The annual fee covers services provided from January 1<sup>st</sup> to December 31<sup>st</sup> of the current calendar year for which the fee is being collected. All fees are billed and mailed to the property owner on record based on the County's Property Tax Database, which is maintained by Adams County Assessor's Office.

### 5.2 Payment Options

5.2.1 In Person - The fee can be paid by cash, check, money order, debit and credit card (Visa, MasterCard, Discover, and American Express). The Customer Center office is located at the Adams County Government Center, 4430 S. Adams County Parkway, First Floor Suite W2000B, Brighton, CO 80601 and is open Monday through Friday from 8:00 a.m. to 4:30 p.m. (except County holidays).

5.2.2 Mail - Check or money order can be mailed to: Adams County Stormwater Management Division, 4430 S. Adams County Parkway, First Floor Suite W2000B, Brighton, CO 80601. Checks and money orders must be made payable to "Adams County Stormwater Management". Payments need to be mailed with the bottom portion of the statement before the due date using the return envelope provided.

5.2.3 Online - Online payment can be made with credit card, debit card or electronic check at [www.adcogov.org/stormwater](http://www.adcogov.org/stormwater). The link is available 24 hours a day, 7 days a week. Visa, MasterCard, Discover and American Express are accepted. Customer number is needed to process payment. An account does not need to be set up in order to make an online payment. The system does not allow for automatic deduction of online payments on an

annual basis. The online payment system is set up to accept the full amount only, no partial payments are accepted. There are no transaction fees by paying online.

### 5.3 Insufficient Funds

A \$20.00 fee will be charged for all returned payments due to insufficient funds. Any such fees will be added to the account.

### 5.4 Credit Balance

A credit balance on a statement (designated as Credit Memo) represents overpayment or money owed to the customer. Credits will be applied to the next year's fee. This credit will be reflected on the next annual statement.

### 5.5 Refunds

Refund of a credit balance will not be issued, unless requested by the customer. However, on a case-by-case basis a refund may be initiated by the Finance Department for credit balances over reasonable thresholds. Smaller amounts may be credited to the account instead of a issuing a refund.

### 5.6 Payment Plan

If a customer cannot pay the entire amount of past due charges at one time, a partial payment plan over a specified period of time based on account standing may be arranged. The customer must remain current with the payment schedule. If the customer does not honor the payment schedule, default or termination of any agreement will result.

### 5.7 Partial Payment

Partial payments are applied to the oldest delinquent annual fee and its associated interest charge first, prior to being applied to the current year fee.

### 5.8 Late Payment

The annual Stormwater Utility Fee becomes delinquent on July 1<sup>st</sup> of the same year. Late payments are subject to an interest charge. An additional statement may be mailed to the property owner following the due date for all unpaid fees. All late payments will accrue interest daily at the rate of 8% per annum according to Colorado statutory rate. This interest charge will be invoiced at the time a delinquency statement is issued.

If a customer's account has an unpaid amount as of December 31st for the prior year's SWU fee, interest will continue to accrue up until the date the unpaid account is certified to the Treasurer's Office for collection.

### 5.9 Request for Waiver of Interest Charge

Interest charges may be waived on a case by case basis when certain situations apply such as when a past due charge is a result of circumstances that are beyond the customer's control, or

due to administrative determination or error. Staff is responsible to document waived interest charges on the customer's account and report material amounts to a direct Supervisor. The Director may set a maximum dollar amount that may be waived directly by staff.

### **5.10 Certified Unpaid Fees**

If full payment, including any interest owed or late payments, is not received by the end of December of the following year, the unpaid balance will be certified by the Adams County Clerk and Recorder and given over to the Treasurer's Office for collection as authorized by State law. For example: the 2015 stormwater utility fee must be paid by December 31, 2016 in order to avoid certification to the Treasurer for collection.

Unpaid fees, including interest charges, are certified to the Treasurer. The certification collection process is managed by the Treasurer's Office and payments must be made to that Office directly. This collection process will result in additional fees.

At least 30 days prior to certification of unpaid fees, a Final Notification Letter is mailed to each delinquent customer informing them of the upcoming certification process.

Once the unpaid fee is certified, this amount is coded in the billing system as "T" (for Treasurer) including the year of the annual fee (for example for the year 2014, the code is "T14"). This amount will show on the following customer statement as a deduction under the "Adjustment" column. Other write-off amounts may be listed under this column as well.

Currently, for an individual parcel of a multi-property owner the billing system only allows automatic certification of unpaid annual fees, not late fees. In the future, a program will be developed to be able to split the late fees for each parcel.

### **5.11 Property owner Responsibilities**

It is the property owner's responsibility to ensure accurate property owner information is maintained with Adams County Assessor's Office.

Failure to receive a statement does not exempt the property owner from timely payment of the Stormwater Utility Fee. If the customer has not received the Stormwater Utility Fee statement, it is the customer's responsibility to contact the Stormwater Management Division at 720.523.6400 and request a duplicate statement.

### **5.12 Change of Property Ownership**

SWU fees associated with a property stay with the property. The parties to a real property sale are responsible for apportioning the fee.

There is no process, nor application required to transfer the Stormwater Utility from the previous owner to the new property owner. Thus, no transfer fee is collected.

The stormwater utility transfer occurs automatically once the change of ownership and property title is recorded with Adams County Assessor's Office.

### **5.13 New Stormwater Utility Customers**

New Stormwater Utility customers are identified through the application of a building permit or the identification of previously omitted impervious area. The County will include the impervious area in the GIS mapping layer using aerials or site plans filed with the County when applying for a building permit. Any newly developed parcel or previously omitted impervious area identified will be added to the Stormwater Utility billing system automatically once per year, the new customer will be billed the following billing cycle.

The contact information for new property owners through the sale of an existing property will be updated before statements or delinquent statements are mailed. There is no stormwater utility transfer process, nor a property ownership transfer fee. Stormwater utility records are linked to the Adams County Assessors database and updates are done automatically before billing.

### **5.14 Stormwater Utility Customers annexed to a City**

Parcels annexed into cities will be removed from Adams County's Stormwater Utility. However, annexed parcels with an outstanding account balance will be kept open until payment has been received or the fee is certified and given to the Treasurer's Office for collection.

### **5.15 Customer Service**

Customer Service is provided by the Community and Economic Development Department with the assistance of the Transportation Department and Finance Department. Customer service involves taking walk-in payments at the front counter, answering phone calls and emails and responding to voicemails.

The county desires to treat its customers in a fair and indiscriminate manner while recognizing that each customer has distinct needs and requirements. This policy is not meant to be all-inclusive but offers direction and guidance for the County employees.

County employees are empowered and trained to use this policy to deliver the highest quality of customer service to the customer in a reasonable, equitable and nondiscriminatory fashion. Employees are expected to be prompt, courteous, and professional in each interaction with the customer. Employees are expected to deal with each decision with empathy and understanding, listening carefully to the needs and requirements of individual customers.

When a customer's inquiry is received, the following procedures shall be followed:

- Initial contact by a customer should be directed to the One Stop Customer Center.
- The complaint may be pursued with the appropriate supervisor, manager, and Director, in that order, if the customer is not satisfied.

- Complaints concerning the charges, practices, facilities, or service of the Utility shall be investigated promptly and thoroughly.
- The Utility shall keep records of written complaints sufficient to enable review and analysis of its procedures and actions.
- Based on Utility staff judgment, a customer may be asked to submit a complaint in writing. A written complaint should contain name of customer, services location, contact information of the customer, the nature of the complaint, and the relief sought by the customer.

Non-Emergency calls should be directed to the One Stop Customer Center during regular business hours. The customer needs to call 911 for any emergency.

## Chapter 6

### 6.0 Stormwater Utility Fee Adjustments

The BoCC has the ability to increase or decrease fees by resolution. Listed below are other factors that may trigger a fee adjustment.

#### 6.1 New Impervious Area

Fees may increase if new impervious areas are added. This can be detected through application of a building permit or through annual review of aerial photography.

#### 6.2 Impervious Area Removed

Fees may decrease if an impervious area is removed. The property owner will need to file an appeal to provide detail and proof the impervious area has been removed. The appeal process is explained in Section 7.

#### 6.3 Corrections

Fees may increase or decrease resulting from corrections identified from annual review of aerial photography.

#### 6.4 Credits

Fees may decrease if a property owner applies for a credit. The process to apply for a credit is explained in Section 8.

## Chapter 7

### 7.0 Stormwater Utility Fee Appeal

The Stormwater Utility Fee Appeal process is administered by the Transportation Department. This process is available to any property owner that believes the calculated impervious area or property ownership shown on their billing statement is incorrect. The objective is to bring forth any discrepancies with the stated amount of impervious surface area shown in the calculated fee. The appeal process is not intended to contest the rate structure or the fee itself.

In the event a property owner does not agree with the calculated impervious area or property ownership information, the property owner should first contact the Adams County Stormwater Hotline at 720.523.6400 or [swq@adcogov.org](mailto:swq@adcogov.org). Adams County staff can answer any questions. If, after speaking with County staff, a property owner still feels the Stormwater Utility fee amount is calculated incorrectly, the fee amount may be appealed. A meeting with County staff may be scheduled at any time during the appeals process to resolve any issues. Described below are reasons that may warrant an appeal, the process to file an appeal, and the process that will be followed to make a final determination of an appeal.

#### 7.1 Basis for an Appeal

A property owner who wishes to appeal the Stormwater Utility fee that has a minimum error of 500 square feet (\$10.00) may do so by disputing the following:

##### 7.1.1 Incorrect Property Ownership

- a. All fees are billed and mailed to the property owner on record based on the County's Property Tax Database, which is maintained by Adams County Assessor's Office. Appeals are accepted if a property is no longer owned by the property owner listed in the database. Refer to Section 5.12 for change of ownership information.

##### 7.1.2 Amount of calculated impervious area

- a. The amount of impervious area is calculated using high resolution aerial imagery. This method was selected because it quantified impervious surfaces at the lowest possible cost to the County. Due to image quality and spectral-classification limitations, the tolerance for error on a parcel should be within approximately 500 square feet.
- b. It is possible that surfaces have been captured that do not meet defined impervious criteria.
- c. Demolition or removal of impervious area previously identified.

### 7.1.3 Incorrect Identification of impervious area

- a. A definition of what is considered impervious was established in advance of the measurement of the property's impervious area. A property owner may believe this definition was incorrectly applied and resulted in an incorrect fee.

### 7.1.4 Update of impervious area measurements

- b. A property owner may request to have the impervious area for a property reviewed for accuracy. The impervious area will be visually verified and manually corrected using the County's most current imagery.
- c. Surfaces in question found to not meet billable criteria will be manually removed and the fee for the property will be adjusted accordingly.
- d. Conversely, surfaces found to meet billable criteria will be manually added and the fee for the property will be adjusted accordingly.

## **7.2 Appeal Process**

A property owner may initiate an appeal by filling out the Adams County Stormwater Utility Fee Appeal Form. This Form can be found online at [www.adcogov.org/stormwater](http://www.adcogov.org/stormwater) or contact the Stormwater Hotline at 720.523.6400 or [swq@adcogov.org](mailto:swq@adcogov.org). The Form, along with supporting documentation, must be submitted to the Stormwater Management prior to June 30<sup>th</sup> of each year to allow adjustment of the current annual statement in the case the appeal is granted. Adjustments triggered by appeal submissions received after June 30<sup>th</sup> will be processed and become effective the following annual fee. Adjustment will not be retroactive to previous years. The appeal determination must be completed by Transportation Department within a reasonable timeframe of receipt of the Appeal Form.

## **7.3 Appeal Submittal**

The Form and supporting documentation will be reviewed for administrative completeness. An incomplete Form or an appeal lacking supporting documentation will be rejected. Failure to re-submit a complete Form with supporting documentation within 90 days of the rejection, shall be deemed a waiver of any further right to administrative consideration or review.

The Director may grant an extension in the case of extenuating circumstances. The property owner requesting the appeal may be required, at the property owner's expense, to provide supplemental information to the County. Supplemental information may include, but is not limited to, photos of the property or a survey prepared by a Colorado licensed professional engineer or surveyor, as appropriate, clearly showing the impervious area of the property.

### 7.4 Appeal Determination

Once a complete Form and all supporting documentation have been received, a determination will be provided in writing to the property owner within a reasonable amount of time. The determination decision shall be based solely on the information submitted with the Form. If, during review of an appeal, the County determines it necessary to conduct a confirmation site visit, the property owner will be contacted to schedule such a visit. The intent of the visit is not to physically measure the impervious area on-site, but to confirm the presence or not of a structure when the aerial imagery information is unclear or being contested.

### 7.5 Third Party Referee

If the property owner does not agree with the determination, the property owner shall state the reasons of such objection in writing to the County. Once received, the County shall provide copies of the written protest of the determination, including the original Form and supporting documentation, may be submitted to an independent third party referee for final resolution. By submitting such objection, the property acknowledges that a third party referee will be hired by the County to provide a conclusion regarding the appeal and recommendation of the fee amount.

All protests to the independent third party referee must be submitted within 30 days of the date of the determination.

All third party referee fees are subject to reimbursement by the property owner if the third party referee upholds the County's determination.

### 7.6 Stormwater Utility Fee Adjustment due to Appeal

The impervious area will be revised and adjusted for any appeal granted. The stormwater utility fee is re-calculated based on the new impervious area information. Approved appeals are not retroactive to previous years.

If the appeal form is submitted before June 30<sup>th</sup> and the determination results in a decrease of the fee, the fee will be adjusted and a corrected statement will be sent to the property owner immediately. Adjustments in this case are retroactive to January 1<sup>st</sup> of the same year the appeal is filed.

If the appeal form is submitted before June 30<sup>th</sup> and the fee determined is higher, the additional amount identified will be billed the following year.

Adjustments triggered by appeal submissions received after June 30<sup>th</sup> will be processed and become effective the following annual fee. Any adjusted fee triggering a credit shall follow Section 5.5 Refunds guidelines.

## Chapter 8

### 8.0 Adams County Stormwater Utility Credit Policy

The Credit Policy, as adopted on 9/15/2015 per Resolution No. 15-185 by the BoCC, is hereby incorporated in this Stormwater Utility Policy Manual. The program is administered by the Transportation Department. The Credit Policy is a limited credit program based on the recommendations described in the Adams County Stormwater Utility Credit Report Analysis and the Adams County Stormwater Utility Credit Eligibility Report created on January 14, 2014 by Raftelis Financial Consultant Inc., with Adams County Staff input.

### 8.1 Credit Criteria

The following credit criteria describe what type of credits are available; the maximum credit available for each credit type; the creditable structure or permit; eligible properties, and how the credit is calculated.

SWU Credit Type	Max. Credit Available	Creditable structure/permit	Eligible Property Types	Calculation
1. Water Quantity (volume)	35%	<ul style="list-style-type: none"> <li>• Private Detention basins; or</li> <li>• Private Retention ponds.</li> <li>• Regional <sup>(1)</sup> Drainage infrastructure on private property</li> </ul>	Commercial Industrial Institutional	Percent credit up to 35% calculated proportional to impervious area for which 1 (one) inch of runoff is treated
2. Water Quality (treatment)	25%	<ul style="list-style-type: none"> <li>• Private Detention basins w/ Structural Best Management Practices (BMP) ; or</li> <li>• Private Retention ponds; or</li> <li>• Regional Drainage infrastructure in private property; or</li> <li>• National Pollutants Discharge Elimination System (NPDES) Industrial Stormwater Discharge Permit; or</li> <li>• Colorado Discharge Permit System (CDPS) Discharge Permitting Requirements for Stormwater Discharges; or</li> <li>• Stormwater pollution prevention activity; or</li> <li>• Stormwater Pollution Prevention Plan (SWPPP) and its implementation.</li> </ul>	Owner Associations <sup>(2)</sup> Regional drainage infrastructure on private property <sup>(3)</sup>	Percent credit up to 25%: <ul style="list-style-type: none"> <li>• Calculated proportional to impervious area for which 1 (one) inch of runoff is treated</li> <li>• Calculated proportional to impervious area covered under NPDES Industrial Stormwater Discharge Permit</li> <li>• For only stormwater pollution prevention activity and Stormwater Pollution Prevention Plan (SWPPP) 5% max. credit available.</li> </ul>
<b>Total credit available for private drainage infrastructure</b>	<b>60%</b>	<p><b>Note:</b> Except in unique circumstances described in section 8.2 below, credit will not exceed 60%. The remaining portion of the fee is intended to provide funding for public roadway and other public drainage cost (static cost).</p>		

3.Self-Maintenance (regional)	5%	<ul style="list-style-type: none"> <li>Maintenance of regional drainage infrastructure on private property; or</li> <li>Repair/replacement of regional drainage infrastructure on private property, and routine maintenance</li> </ul>	Regional drainage infrastructure on private property <sup>(3)</sup>	Credit for properties that drain into regional drainage infrastructure on private property that is maintained.
<b>Total Credit Available for regional drainage infrastructure on private property</b>	<b>65%</b>	<b>Note:</b> Except in unique circumstances described in section 8.2 below, credit will not exceed 65%. The remaining portion of the fee is intended to provide funding for public roadway and other public drainage cost (static cost).		

<sup>(1)</sup> Regional drainage infrastructure as defined and considered by Urban Drainage and Flood control District and/or included in Master Drainage Regional Plans.

<sup>(2)</sup> Credit only applies to impervious areas on parcels that are owned by the Owner’s Association (OA), not to each of the single family properties that are associated with the OA. If there is no OA, then the credit will be approved for the parcel(s) on which the drainage structure has been built.

<sup>(3)</sup> Credit may be granted to Owners Associations (OA) and applied to the single family properties within that organization for self-maintenance of regional drainage infrastructure on private property.

### 8.2 Eligibility for 100% Credit

The County may grant a 100% credit only in the narrow circumstances described below. Most properties in Adams County will not be eligible for this credit. The following unique circumstances are:

- a. Property owner provides self-maintenance of regional drainage infrastructure on private property, and grants a permanent drainage easement to the County over the regional facility located on private property (if not previously granted); or
- b. Property owner holds and complies with NPDES or CDPS Discharge Permitting Requirements for Stormwater Discharges, and stormwater flows are discharged directly into waters of the State, bypassing Adams County storm sewer system.

### 8.3 Credit Amount

The credit granted may or may not reach the maximum available for each credit type. The credit approved may range within and up to the maximum percentage available for each credit type. The amount of the credit approved for each credit type will be calculated according to the amount of impervious area for which the credit type provides treatment/coverage as indicated on the Credit Criteria Table above.

The creditable drainage structure's design must comply with current Adams County's Development Standards and Regulations to be able to obtain the maximum credit available for each credit type. Credit amount will not exceed 100% of the Stormwater Utility fee.

#### **8.4 Maintenance**

Ongoing credit will only be available to properties that maintain their structural controls in a fully functional condition in accordance with current Adams County Standards, or maintains the facility in compliance with NPDES or CDPS Discharge Permitting Requirements for Stormwater Discharges.

#### **8.5 Location**

Credit is not available for any property outside the Stormwater Utility Service Area. Credit does not differ from one property to the next based on proximity to water bodies.

#### **8.6 Lot Size**

Credit is not contingent upon lot size.

#### **8.7 Credit accumulation**

Each of the three credit types (water quantity, water quality and self-maintenance) can be cumulative. Creditable structures or permits under each credit type are not cumulative.

#### **8.8 Credit Duration**

Each credit is granted for a maximum of three years. The credit expires three years from the date the original credit application was submitted. After expiration, property owners must submit a new credit application. As with the initial credit, the renewed credit will be contingent upon proper function of drainage structure or compliance with NPDES or CDPS Discharge Permitting Requirements for Stormwater Discharges.

#### **8.9 Credit Application Process**

A property owner may initiate a credit request by filling out the Adams County Stormwater Utility Credit Form. This form can be found online at [www.adcogov.org/stormwater](http://www.adcogov.org/stormwater) or by contacting the Stormwater Division at 720.523.6400 or [swg@adcogov.org](mailto:swg@adcogov.org). An individual Credit Form must be submitted for each parcel requesting a credit. The Credit Application form must include, at minimum, property owner information, contact information and a signed certification statement. In addition to the Credit Form, each credit type request requires the following supporting documentation:

- Plan view sketch or drawing of the property and delineation and measurement of creditable impervious area (or permitted area for NPDES or CDPS Discharge Permitting Requirements for Stormwater Discharges); and

- Calculations and documentation that demonstrate the runoff control achieved by the drainage structure, such as copies of the appropriate pages from the originally approved drainage report and as-built plans; and
- Complete list of maintenance activities performed, including documentation and annotated photos illustrating when activities occurred and documentation of costs expended for maintenance contracts or agreements or other expenses; and
- Annotated graphic documentation that drainage structure(s) are functioning properly and being properly maintained; and
- Plans, schedules or any other information requested to confirm compliance with the permit.

Or:

- Copies of the appropriate pages from the approved NPDES or CDPS Discharge Permitting Requirements for Stormwater Discharges permit; and
- Plans, schedules or any other information requested to confirm compliance with the permit.

### 8.10 Credit Submittal Review

The credit determination must be completed by Transportation Department within a reasonable amount of time. An incomplete Credit Application lacking supporting documentation will be returned to the property owner. Failure to submit a complete Form with supporting documentation within 90 days after credit application is returned shall be deemed a waiver of any further right to administrative consideration or review.

The Director may grant an extension in the case of extenuating circumstances. The property owner requesting a credit may be required, at the property owner's expense, to provide supplemental information to the County. Supplemental information may include, but is not limited to, additional photos of the property and surveys or drainage plans prepared by a Colorado licensed professional engineer or surveyor, as appropriate.

### 8.11 Credit Appeal Process

In the case of denial of the credit request or dispute over credited amount, the following appeal process applies:

8.11.1 Credit Appeal: Property owner may appeal the credit determination by submitting a letter to the Stormwater Utility within 30 days of the date that the credit

application is decided. The letter should set forth the property owner's reasons for appeal and provide any information the property owner believes relevant to the credit determination. Any information or documentation in support of the appeal must be included with the letter in order to be considered.

8.11.2 Final Decision: All appeals will be reviewed by Director or designee. If deemed necessary, the County may contact the property owner to schedule a site visit for further review. A written decision will be issued, including basis for decision, within 60 days of receiving the request for credit appeal.

8.11.3 Third Party Referee: After completing the first appeal process with the Department, the property owner may appeal to a third party referee. The Board of County Commissioners chooses the third party referees and appoints them to this position. Requests for appeal to the third party referee must be submitted in writing to the County within 30 days of the date of the Final decision. The County will provide all information reviewed at the first level of appeal to the third party referee for their review. Payment of the third party referee fees will be equally divided between the County and the property owner prior to referral to the third party referee.

## **8.12 Stormwater Utility Fee Adjustment due to Credit & Timing**

Approved credits will be applied to the stormwater fee beginning in the year in which the application was received. The credit is not retroactive to previous years. The adjustment will appear as a credit on the property owner's account, and any reimbursement will be handled in accordance with Section 5.5.

## **Chapter 9**

### **9.0 Purchasing Policies and Procedures**

Adams County Purchasing Policies and Procedures, as amended from time to time, are hereby adopted by reference.

## **Chapter 10**

### **10.0 Storm Sewer Design, Plan Review, Construction and System Modification**

Applicable Adams County Development Standards and Regulations, as amended from time to time, are hereby adopted by reference.

## **Chapter 11**

### **11.0 Ownership and Private Long-term Maintenance**

Applicable Adams County Development Standards and Regulations, as amended from time to time, are hereby adopted by reference.

## **Chapter 12**

### **12.0 Inspection Access and Right of Entry**

Applicable Adams County Development Standards and Regulations, as amended from time to time, are hereby adopted by reference.

## **Chapter 13**

### **13.0 Enforcement Actions, Remedial Compensation, Emergency and Abatement**

Applicable Adams County Development Standards and Regulations, as amended from time to time, are hereby adopted by reference.

## **Chapter 14**

### **14.0 Storm Sewer Use**

Adams County Ordinance 11, as amended from time to time, is hereby adopted by reference.

## **Chapter 15**

### **15.0 Five (5) Year Improvement Plan**

The Director shall develop a capital improvement and operations budget plan within the County's Stormwater Utility Service Area.

This document shall be prepared annually and shall identify the five (5) year storm sewer system improvement plan. The 5 year plan is developed as part of the budgeting process and is shown in the approved budget.

## **Chapter 16**

### **16.0 Minimum Standards of Service**

The Stormwater Utility shall maintain the County's public stormwater drainage system to a level of service that is reasonably attainable within the limits of the prescribed funding, recognized by the Board. The County's Stormwater Utility Enterprise funding shall be comprised primarily of allocated user fees which shall be fairly and equitably allocated. The fees allocated to each user shall bear a substantial relationship to the cost of providing a public stormwater drainage system. The level of service will be developed as the County's infrastructure is inspected, evaluated and maintained. A goal of the Stormwater Utility Enterprise is to maintain the County's public infrastructure to accommodate the intended design.

## **Chapter 17**

### **17.0 Flooding Liability Disclaimer**

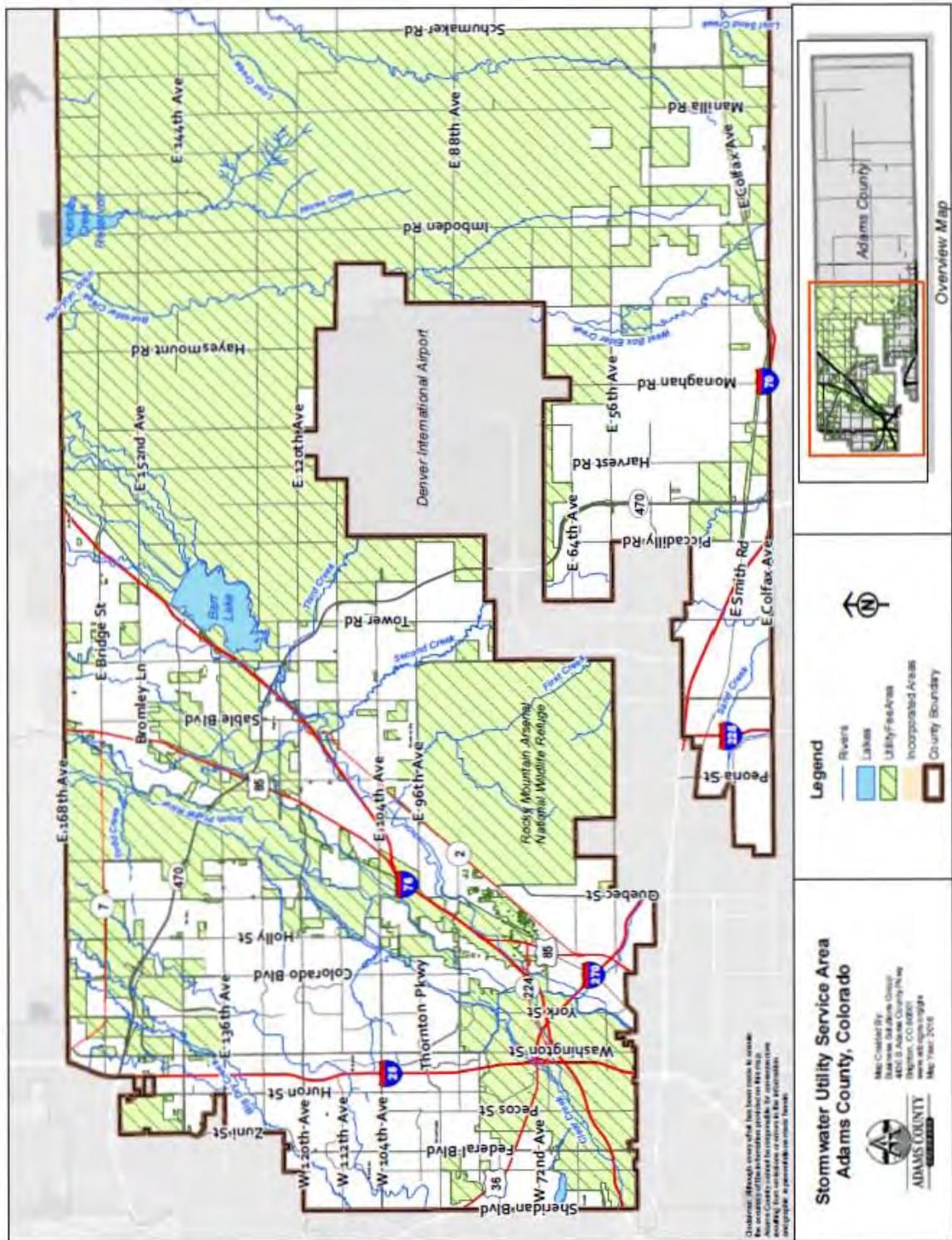
Floods from stormwater runoff may occasionally occur which exceed the capacity of storm drainage facilities constructed, operated or maintained by funds made available by the Stormwater Utility Enterprise. Stormwater Utility shall not be construed or interpreted to mean that property subject to the Stormwater Utility fee and charges established herein will be free from stormwater flooding or flood damage, or that storm sewer systems capable of handling all storm events can be cost-effectively constructed, operated, or maintained. Nor shall establishment of the Stormwater Utility create any liability on the part of, or cause of action against, the County, or any official or employee thereof, for any flood damage that may result from such storms or the runoff thereof. Nor does the establishment of the Stormwater Utility shall reduce the need or the necessity for obtaining flood insurance by individual property owners.

## **Chapter 18**

### **18.0 Annual Report**

The Annual Budget Book reports on revenue and cost of service as well as highlights projects paid for with Stormwater Utility funds.

Appendix A: Stormwater Utility Service Area Map





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 7, 2017
<b>SUBJECT:</b> Retirement Board Appointment
<b>FROM:</b> Todd Leopold, County Manager's Office
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the resolution.

### **BACKGROUND:**

The Commissioners have discussed the following appointment to the Boards and Commissions.

Raymond Gonzales – Retirement Board

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

### **ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<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 APPOINTING RAYMOND GONZALES TO THE ADAMS COUNTY  
RETIREMENT BOARD

Resolution 2017-

WHEREAS, a vacancy currently exists for a member for the Adams County Retirement Board;  
and,

WHEREAS, Raymond Gonzales has expressed an interest in serving on the Adams County  
Retirement Board; and,

WHEREAS, the Board of County Commissioners selected Raymond Gonzales to fill this  
vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of  
Adams, State of Colorado, that Raymond Gonzales shall be appointed as a member of the Adams  
County Retirement Board for the term as listed below:

Raymond Gonzales

Term Expires  
January 31, 2021



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 7, 2017
<b>SUBJECT:</b> Board and Commissions Appointments
<b>FROM:</b> Todd Leopold, County Manager's Office
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the resolutions.

### **BACKGROUND:**

The Commissioners have discussed the following appointment to the Boards and Commissions.

Shannon Bird – Adams County Housing Authority  
Jen Rutter – Local Emergency Planning Committee

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

### **ATTACHED DOCUMENTS:**

Resolutions

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<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 APPOINTING SHANNON BIRD AS A MEMBER OF THE ADAMS  
COUNTY HOUSING AUTHORITY**

WHEREAS, a vacancy currently exists for a regular member of the Adams County Housing Authority; and,

WHEREAS, Shannon Bird has expressed an interest in serving on the Adams County Housing Authority; and,

WHEREAS, the Board of County Commissioners have reviewed all candidates deemed qualified; and,

WHEREAS, the Board of County Commissioners selected Shannon Bird to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Shannon Bird shall be appointed as a member of the Adams County Housing Authority.

Term Expires:

Shannon Bird

January 30, 2021



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 7, 2017
<b>SUBJECT:</b> Board and Commissions Appointments
<b>FROM:</b> Todd Leopold, County Manager's Office
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the resolutions.

### **BACKGROUND:**

The Commissioners have discussed the following appointment to the Boards and Commissions.

Shannon Bird – Adams County Housing Authority  
Jen Rutter – Local Emergency Planning Committee

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

### **ATTACHED DOCUMENTS:**

Resolutions

**FISCAL IMPACT:**

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

<b>Fund:</b>
<b>Cost Center:</b>

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			<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 APPOINTING JEN RUTTER AS A MEMBER OF THE LOCAL  
EMERGENCY PLANNING COMMITTEE**

WHEREAS, a vacancy currently exists for a regular member of the Local Emergency Planning Committee; and,

WHEREAS, Jen Rutter has expressed an interest in serving on the Local Emergency Planning Committee; and,

WHEREAS, the Board of County Commissioners have reviewed all candidates deemed qualified; and,

WHEREAS, the Board of County Commissioners selected Jen Rutter to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Jen Rutter shall be appointed as a member of the Local Emergency Planning Committee.

Term Expires:

Jen Rutter

January 30, 2019



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 7, 2017
<b>SUBJECT:</b> Cultural Awareness and Sensitivity Training Services
<b>FROM:</b> Todd Leopold, County Manager; Bryan Ostler, Interim Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Purchasing Manager
<b>AGENCY/DEPARTMENT:</b> Human Resources Department
<b>HEARD AT STUDY SESSION ON:</b> February 21, 2017
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves a proposal award to Denver Indian Family Resource Center for Cultural Awareness and Sensitivity Training Services to County employees

### **BACKGROUND:**

Currently, Adams County does not have cultural awareness training in-house or resources to provide training on such an important and sensitive topic. It is imperative for Adams County Employees to work collaboratively with each other, but also to demonstrate empathy and affirm the individual identities and cultural affinities of constituent groups while providing County services. In order for Adams County to respond to County employees' need for diversity and sensitivity training, it is essential to provide cultural awareness training by a third party.

A formal Request for Proposal (RFP) was posted on Rocky Mountain E-Purchasing (BidNet). Proposals were opened on October 20, 2016. Five (5) firms submitted responses with one firm deemed as being non-responsive. The proposals were evaluated on the following criteria:

- Training topics and subject flexibility
- Experience and qualifications
- Quality of the proposal
- Availability and quality of consulting services
- Project fee

After a thorough analysis, the evaluation committee found Denver Indian Family Resource Center (DIFRC) to be the most responsive and responsible proposer providing the best value for Adams County. DIFRC displayed a strong sense of culture and understood the conversations that are required to enhance the County's efforts to advance equity, diversity and inclusion throughout the County. It is recommended

that the award be made to DIFRC for the cultural awareness and sensitivity training services in the not to exceed amount of \$129,050.00.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Human Resources Department

**ATTACHED DOCUMENTS:**

Resolution  
Score Sheet

**FISCAL IMPACT:**

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

<b>Fund:</b> 00001
<b>Cost Center:</b> 1015

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:	7745	TBD	\$129,050
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			\$129,050

**New FTEs requested:**                       YES                       NO

**Future Amendment Needed:**                       YES                       NO

**Additional Note:**

If approved by the BOCC, the funding for this project will be included on the 1<sup>st</sup> Budget Amendment of 2017. The Social Services Fund will be contributing \$71,125 and the General Fund will be contributing \$57,925.

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AWARDING AN AGREEMENT  
TO THE DENVER INDIAN FAMILY RESOURCE CENTER FOR  
CULTURAL AWARENESS AND SENSITIVITY TRAINING SERVICES

WHEREAS, Denver Indian Family Resource Center (DIFRC) submitted a proposal on October 20, 2016 to provide cultural awareness and sensitivity training services for employees County-wide; and,

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

WHEREAS, DIFRC agrees to provide the cultural awareness and sensitivity training services in the not to exceed amount of \$129,050.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to DIFRC to provide cultural awareness and sensitivity training services for the employees of Adams County.

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

**RFP 2016.031 - CULTURAL AWARENESS AND SENSITIVITY TRAINING SCORE SHEET**

<b>CONTRACTOR: Denver Indian Family Resource Center; Lakewood, CO</b>							<b>PRICE:</b>	<b>\$129,050.00</b>
<b>CATEGORY:</b>	<b>Points</b>	<b>Evaluator 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>COMMENTS</b>
TRAINING TOPIC/FLEXIBILITY	40	40	40	40	40	35	40	
EXPERIENCE/QUALIFICATIONS	30	25	30	30	30	30	30	
QUALITY OF PROPOSAL	10	9	7	10	10	10	10	
CONSULTING SERVICES	10	10	10	10	5	10	10	
PROJECT FEE	10	8	8	8	8	8	8	
<b>TOTALS:</b>	<b>100</b>	<b>92</b>	<b>95</b>	<b>98</b>	<b>93</b>	<b>93</b>	<b>98</b>	

**TOTAL SCORE: 569**

<b>CONTRACTOR: Ephemtiv, Inc.; Denver, CO</b>							<b>PRICE:</b>	<b>\$697,737.50</b>
<b>CATEGORY:</b>	<b>Points</b>	<b>Evaluator 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>COMMENTS</b>
TRAINING TOPIC/FLEXIBILITY	40	35	35	30	25	25	25	
EXPERIENCE/QUALIFICATIONS	30	25	28	20	20	25	20	
QUALITY OF PROPOSAL	10	8	8	5	5	10	10	
CONSULTING SERVICES	10	5	5	5	5	5	5	
PROJECT FEE	10	1	1	1	1	1	1	
<b>TOTALS:</b>	<b>100</b>	<b>74</b>	<b>77</b>	<b>61</b>	<b>56</b>	<b>66</b>	<b>61</b>	

**TOTAL SCORE: 395**

<b>CONTRACTOR: Kempe Center - University Physicians, Inc.; Aurora, CO</b>							<b>PRICE:</b>	<b>\$154,047.00</b>
<b>CATEGORY:</b>	<b>Points</b>	<b>Evaluator 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>COMMENTS</b>
TRAINING TOPIC/FLEXIBILITY	40	25	35	40	30	35	40	
EXPERIENCE/QUALIFICATIONS	30	25	30	30	25	20	30	
QUALITY OF PROPOSAL	10	8	9	10	5	10	10	
CONSULTING SERVICES	10	8	8	10	5	10	10	
PROJECT FEE	10	6	6	6	6	6	6	
<b>TOTALS:</b>	<b>100</b>	<b>72</b>	<b>88</b>	<b>96</b>	<b>71</b>	<b>81</b>	<b>96</b>	

**TOTAL SCORE: 504**

**RFP 2016.031 - CULTURAL AWARENESS AND SENSITIVITY TRAINING SCORE SHEET**

<b>CONTRACTOR: CPS HR Consulting; Sacramento, CA</b>							<b>PRICE: \$99,900.00</b>	
<b>CATEGORY:</b>	<b>Points</b>	<b>Evaluator 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>COMMENTS</b>
TRAINING TOPIC/FLEXIBILITY	40	25	35	20	25	35	30	
EXPERIENCE/QUALIFICATIONS	30	20	30	10	15	20	20	
QUALITY OF PROPOSAL	10	10	9	5	5	10	10	
CONSULTING SERVICES	10	5	10	5	5	10	10	
PROJECT FEE	10	10	10	10	10	10	10	
<b>TOTALS:</b>	<b>100</b>	<b>70</b>	<b>94</b>	<b>50</b>	<b>60</b>	<b>85</b>	<b>80</b>	

<b>TOTAL SCORE:</b>	<b>439</b>
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## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 7, 2017
<b>SUBJECT:</b> Security Services at Various Adams County Locations
<b>FROM:</b> Todd Leopold, County Manager; Bryan Ostler, Interim Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Purchasing Manager
<b>AGENCY/DEPARTMENT:</b> Sherriff's Office, Human Services Department, District Attorney's Office, Parks and Open Space Department and Clerk and Recorder's Office
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves Amendment Number Two to the agreement with Allied Barton Security Services.

### **BACKGROUND:**

Adams County currently uses a firm for security services utilizing both armed and unarmed guards at various Adams County facilities. These facilities include the Justice Center, District Attorney's Office, Human Services Department, Children & Family Services, Division of Motor Vehicles and on-call services at the Parks facilities.

On February 16, 2016, The Board of County Commissioners approved the award of the agreement for Security Services to Allied Barton Security Services. On November 15, 2016, the Board of County Commissioners approved Amendment Number One which added the Aurora Motor Vehicle and Westminster Motor Vehicle offices. The County is pleased with the service provided by Allied Barton Security Services and would like to renew the agreement for one additional year.

Allied Barton requested an increase of 4% for the 2017 year. The County feels the increase is fair and reasonable. The Denver/Boulder/Greeley CPI is up 2.6% from the second half of 2015 to the second half of 2016 and the increase of minimum wage is pushing the hourly rates up. This request would increase the contract amount by \$25,567.00 bringing the 2017 contract amount to \$664,759.00.

The recommendation is to approve Amendment Number Two renewing the Security Services Agreement for 2017 with Allied Barton Security Services for the not to exceed amount of \$664,759.00.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Sheriff's Office  
 Human Services Department  
 District Attorney's Office  
 Parks and Open Space Department  
 Clerk and Recorder's Office

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

<b>Fund:</b> 1 & 15
<b>Cost Center:</b> 1000-0500-7000, 2010-3200-1210, 5010, 2072, 1051

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7725		\$664,759.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/> <hr/>

**New FTEs requested:**             YES             NO

**Future Amendment Needed:**     YES             NO

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT NUMBER TWO TO AN AGREEMENT  
BETWEEN ADAMS COUNTY AND ALLIED BARTON SECURITY SERVICES FOR  
COUNTY WIDE SECURITY SERVICES

WHEREAS, on February 16, 2016, Adams County entered into an agreement with Allied Barton Security Services to provide security services for various Adams County locations; and,

WHEREAS, Allied Barton Security Services agreed to provide security services in the amount of \$545,116.04 for 2016; and,

WHEREAS, on November 15, 2016 the county added security services to the Aurora and Westminster Motor Vehicle Offices for an additional \$94,076.52 per year; and,

WHEREAS, the Contractor requested an increase of 4% to the original contract amount, bringing the new estimated contracted amount to \$664,759.00 for 2017, based on projected number of needed hours.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Number Two to the agreement between Adams County and Allied Barton Security Services be approved.

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

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## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> March 7, 2017
<b>SUBJECT:</b> Shooting Range Remediation Planning
<b>FROM:</b> Todd Leopold, County Manager; Bryan Ostler, Interim Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Purchasing Manager
<b>AGENCY/DEPARTMENT:</b> Community and Economic Development Department
<b>HEARD AT STUDY SESSION ON:</b> February 21, 2017
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves Change Order Number Two to the agreement with Quantum Water Consulting for additional services

### **BACKGROUND:**

Proposals for the remediation of the Sheriff's Office's old shooting range were opened on June 17, 2015. Quantum Water Consulting was awarded the agreement in the amount of \$100,000.00. The initial work scope included; performing a Phase I Environmental Site Assessment, identifying the potential work scope, and coordinating preliminary plans with Colorado Department of Public Health and Environment for eventual remediation.

The initial Phase I report revealed several potential areas of concern, which were determined to require further investigation through a Phase II Environmental Site Assessment. Change Order Number One for this agreement was approved in Public Hearing on May 17, 2016 adding these additional services and increasing the agreement to \$370,000.

To complete Phase II Environmental Site Assessment the agreement must be extended to September 16, 2017 and an additional \$98,600 is requested to complete the landfill cover design. It is recommended that Change Order Number Two be approved adding an additional \$98,600 to the agreement for a new contract total not to exceed amount of \$468,600.00.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Community and Economic Development Department

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

<b>Fund:</b> 00025
<b>Cost Center:</b> 9295

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

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9015	92951701	2,500,000
Add'l Capital Expenditure not included in Current Budget:			0
<b>Total Expenditures:</b>			<u>2,500,000</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 CHANGE ORDER NUMBER TWO TO THE AGREEMENT BETWEEN ADAMS COUNTY AND QUANTUM WATER CONSULTING FOR ADDITIONAL SCOPE OF WORK SERVICES FOR THE COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

WHEREAS, on September 23, 2015, Quantum Water Consulting was awarded an agreement to provide consulting and remediation services for the Sheriff's Office's old shooting range; and,

WHEREAS, due to the results from the initial scope of work, and to complete the landfill cover design, the recommendation is to extend the agreement until September 16, 2017 and add additional service with Quantum Water Consulting; and,

WHEREAS, Contractor agrees to provide the additional services in the not to exceed amount of \$98,600 for a total agreement price of \$468,600.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Change Order Number Two be approved to the agreement between Adams County and Quantum Water Consulting for additional work services for the Community and Economic Development Department.

BE IT FURTHER RESOLVED that the Chairperson is hereby authorized to sign the change order after negotiation and approval as to form is completed by the County Attorney's Office.