



Board of County Commissioners

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

PUBLIC HEARING AGENDA

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

THIS AGENDA IS SUBJECT TO CHANGE

Tuesday
May 15, 2018
9:30 AM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

4. AWARDS AND PRESENTATIONS

5. PUBLIC COMMENT

A. Citizen Communication

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

B. Elected Officials' Communication

6. CONSENT CALENDAR

- A.** List of Expenditures Under the Dates of April 30-May 4, 2018
- B.** Minutes of the Commissioners' Proceedings from May 8, 2018
- C.** Resolution Approving the 2018 Adams County Annual Operating Plan
Prepared Pursuant to the Agreement for Cooperative Wildfire Protection in
Adams County
(File approved by ELT)

- D. Resolution Approving an Amended Purchase and Sale Agreement for the Falcon Resources Property between Falcon Resources, Inc., and Adams County
(File approved by ELT)
- E. Resolution Approving Development Agreement between Adams County and the City of Brighton for the Future Development of County-Owned Property Located at 1931 Bridge Street as Part of a Subdivision Application in the City of Brighton
(File approved by ELT)
- F. Resolution Approving Funding Agreement CMS#108563 between Adams County and the State of Colorado, Department of Natural Resources, to Provide Funding for Adams County's 88th Avenue Open Space Restoration and Recreation Improvements Project
(File approved by ELT)
- G. Resolution Approving an Easement between Adams County and Public Service Company of Colorado
(File approved by ELT)
- H. Resolution Approving Amendments to the Adams County Employee Manual
(File approved by ELT)
- I. Resolution Approving the Intergovernmental Agreement between Adams County and El Paso County for Grants Funding the Implementation of HSConnects
(File approved by ELT)
- J. Resolution Approving the Intergovernmental Agreement and Statement of Work for Implementation Agreement between Adams County and Arapahoe County to Subscribe to the GovPrime Platform and Associate Applications
(File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

- 1. Resolution Approving a Purchase Order between Adams County and Insight Public Sector, Inc., for the Annual Microsoft Office 365 Licenses and Support
(File approved by ELT)

B. COUNTY ATTORNEY

8. LAND USE HEARINGS

A. Cases to be Heard

- 1. RCU2018-00002 Dollar General Rezoning
(File approved by ELT)
- 2. RCU2017-00014 Crown Castle I
(File approved by ELT)
- 3. RCU2017-00016 Crown Castle III
(File approved by ELT)

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

County of Adams
Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	594,463.28
6	Equipment Service Fund	45,031.68
7	Stormwater Utility Fund	6,865.85
13	Road & Bridge Fund	537,766.56
19	Insurance Fund	12,088.05
25	Waste Management Fund	104.00
30	Community Dev Block Grant Fund	66.38
31	Head Start Fund	2,749.78
34	Comm Services Blk Grant Fund	53.57
35	Workforce & Business Center	5,554.25
43	Front Range Airport	67,614.98
		<u>1,272,358.38</u>

Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00722997	429633	ANDERSON CASSIE	04/30/18	560.26
00722999	13299	CSU UNIVERSITY RESOURCE CTR	04/30/18	73.00
00723000	519505	DENOVO VENTURES LLC	04/30/18	262.50
00723001	34567	DILL JERRY	04/30/18	123.00
00723003	169560	FISHER JULIE	04/30/18	410.49
00723004	678026	JUAREZ SANCHEZ DIANA	04/30/18	509.68
00723005	44927	LARIMER COUNTY EXTENSION OFFIC	04/30/18	125.00
00723009	145355	SANITY SOLUTIONS INC	04/30/18	153,746.64
00723011	255505	SHERMAN & HOWARD LLC	04/30/18	5,127.27
00723014	43744	AUTOMATED BUILDING SOLUTIONS I	04/30/18	3,450.00
00723015	33944	B C INTERIORS	04/30/18	60.00
00723016	229859	CERTIFIED BUSINESS SERVICES IN	04/30/18	16,100.00
00723017	255194	CHAMBERS HOLDINGS LLC	04/30/18	14,731.55
00723018	5050	COLO DIST ATTORNEY COUNCIL	04/30/18	82.00
00723019	255001	COPYCO QUALITY PRINTING INC	04/30/18	4,635.00
00723020	248103	DS WATERS OF AMERICA INC	04/30/18	22.10
00723021	8820020	EMERGENCY POWER SERVICES CO IN	04/30/18	331.98
00723022	8820020	EMERGENCY POWER SERVICES CO IN	04/30/18	5,000.00
00723023	8820091	EON OFFICE PRODUCTS	04/30/18	9,030.00
00723024	418327	IC CHAMBERS LP	04/30/18	6,395.40
00723025	163837	PTS OF AMERICA LLC	04/30/18	1,389.00
00723026	13538	SHRED IT USA LLC	04/30/18	325.58
00723027	618144	T&G PECOS LLC	04/30/18	1,800.00
00723028	498722	THERMAL & MOISTURE PROTECTION	04/30/18	1,926.50
00723046	28617	VERIZON WIRELESS	04/30/18	1,348.11
00723064	37575	ADAMS / BROOMFIELD BAR ASSN	05/03/18	1,620.00
00723065	433987	ADCO DISTRICT ATTORNEY'S OFFIC	05/03/18	522.64
00723066	445583	ALVAREZ MEGAN	05/03/18	64.00
00723067	322973	ARMORED KNIGHTS INC	05/03/18	1,399.36
00723068	365678	BECKER SUSAN J	05/03/18	54.00
00723070	13160	BRIGHTON CITY OF (WATER)	05/03/18	83.72
00723071	13160	BRIGHTON CITY OF (WATER)	05/03/18	930.22
00723072	13160	BRIGHTON CITY OF (WATER)	05/03/18	17,076.23
00723073	13160	BRIGHTON CITY OF (WATER)	05/03/18	135.63
00723074	13160	BRIGHTON CITY OF (WATER)	05/03/18	22,670.49
00723075	324471	CAMPBELL KEVIN	05/03/18	208.00

Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00723076	491853	CENTER POINT ENERGY SERVICES R	05/03/18	8,975.64
00723077	491853	CENTER POINT ENERGY SERVICES R	05/03/18	1,589.40
00723078	491853	CENTER POINT ENERGY SERVICES R	05/03/18	11,872.50
00723079	209334	COLO NATURAL GAS INC	05/03/18	93.94
00723082	12481	HA MARY N	05/03/18	419.96
00723084	13565	INTERMOUNTAIN REA	05/03/18	97.94
00723089	443757	NRG DGPV FUND 1 LLC	05/03/18	291.91
00723090	443757	NRG DGPV FUND 1 LLC	05/03/18	57.32
00723091	443757	NRG DGPV FUND 1 LLC	05/03/18	329.88
00723092	628141	PROFESSIONAL PIPE SERVICES	05/03/18	78,434.28
00723094	13932	SOUTH ADAMS WATER & SANITATION	05/03/18	387.11
00723095	13932	SOUTH ADAMS WATER & SANITATION	05/03/18	45.65
00723096	13932	SOUTH ADAMS WATER & SANITATION	05/03/18	514.11
00723097	13932	SOUTH ADAMS WATER & SANITATION	05/03/18	24.24
00723098	13932	SOUTH ADAMS WATER & SANITATION	05/03/18	45.65
00723099	13932	SOUTH ADAMS WATER & SANITATION	05/03/18	157.63
00723100	13932	SOUTH ADAMS WATER & SANITATION	05/03/18	1,152.74
00723101	361932	STOUT CRYSTAL	05/03/18	847.67
00723102	76990	TETRA TECH EC INC	05/03/18	5,938.67
00723103	701506	TETRUS CORP	05/03/18	48,750.00
00723104	4755	THORNTON CITY OF WATER & SEWER	05/03/18	90.77
00723106	319978	TONSAGER DENNIS	05/03/18	130.00
00723108	708023	Walker Angela	05/03/18	40.00
00723109	13822	XCEL ENERGY	05/03/18	1,573.83
00723110	44490	YOUNG DAVID	05/03/18	33.00
00723113	10011	KYGO- FM	05/03/18	16,015.00
00723114	151308	ACCELERATE COLORADO	05/03/18	3,500.00
00723115	708344	ADAMS COUNTY COMBINED COURT	05/03/18	1,564.46
00723116	32273	ALL COPY PRODUCTS INC	05/03/18	145.94
00723117	482107	ANNESE DEREK	05/03/18	21.91
00723118	211201	AUSTIN IAN M	05/03/18	272.00
00723119	58286	BAESSLER JENNIFER	05/03/18	221.00
00723120	707738	BURK LONDA	05/03/18	684.60
00723121	444072	CARRILLO BILLY	05/03/18	24.20
00723122	520612	CHRISTOPHER JUSTIN	05/03/18	54.99
00723123	252174	COLORADO COMMUNITY MEDIA	05/03/18	23.72

Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00723124	707764	CRAFT TROPHY CO	05/03/18	78.56
00723125	520339	DOUGLASS CHRISTOPHER	05/03/18	29.87
00723126	708210	EDWARDS JAMES B	05/03/18	67.25
00723127	371967	EVANOFF MATTHEW	05/03/18	40.55
00723130	77413	GREGG KATHERINE	05/03/18	48.00
00723131	258970	HAMMOND ERIC	05/03/18	402.76
00723135	33110	JUSTICE BENEFITS INC	05/03/18	1,672.00
00723136	123584	KAISER MICHAEL D	05/03/18	68.00
00723137	13375	MCINTOSH MICHAEL TODD	05/03/18	221.00
00723139	38261	ONEILL TERRANCE P	05/03/18	221.00
00723140	609538	PFEFFER CRISTINA	05/03/18	68.00
00723141	628141	PROFESSIONAL PIPE SERVICES	05/03/18	66,810.60
00723142	366235	ROCKY MTN SEWER-JET INC	05/03/18	1,560.00
00723143	426034	RYSKA PAVEL	05/03/18	32.70
00723144	42389	SIMPLEXGRINNELL	05/03/18	923.38
00723145	227044	SOUTHWESTERN PAINTING	05/03/18	490.00
00723146	227044	SOUTHWESTERN PAINTING	05/03/18	1,200.00
00723147	293662	SUMMIT LABORATORIES INC	05/03/18	890.00
00723148	52553	SWEEPSTAKES UNLIMITED	05/03/18	30.00
00723149	52553	SWEEPSTAKES UNLIMITED	05/03/18	30.00
00723150	429950	TAYLOR RAYLENE	05/03/18	166.00
00723152	277420	VANGORDER MIKE	05/03/18	113.36
00723153	331868	VONFELDT SKYLAR	05/03/18	272.00
00723154	1073	WILKINSON GRAPHICS	05/03/18	397.00
00723155	91631	ADAMSON POLICE PRODUCTS	05/03/18	4,025.00
00723156	228213	ARAMARK REFRESHMENT SERVICES	05/03/18	1,341.26
00723157	44819	ARELLANO LAURIE D	05/03/18	7.85
00723158	429551	BISCUITS AND BERRIES CATERING	05/03/18	16,230.04
00723159	354470	COLLINS EMILY	05/03/18	117.53
00723160	99357	COLO MEDICAL WASTE INC	05/03/18	1,113.00
00723161	40658	CROWN EQUIPMENT CORP	05/03/18	1,300.47
00723162	708198	DICKSON MICHAEL	05/03/18	17.02
00723163	707853	DREILING DORA A	05/03/18	100.00
00723164	35867	ELDORADO ARTESIAN SPRINGS INC	05/03/18	158.85
00723165	47723	FEDEX	05/03/18	234.30
00723166	197938	FIRST CALL OF COLO	05/03/18	4,650.00

Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00723167	350168	HOFFER MICHELLE L	05/03/18	200.00
00723168	40843	LANGUAGE LINE SERVICES	05/03/18	4.92
00723170	652692	MIDGLEY ALEXANDRA	05/03/18	102.57
00723171	16428	NICOLETTI-FLATER ASSOCIATES	05/03/18	740.00
00723172	124449	NMS LABS	05/03/18	9,949.50
00723173	473343	PALEO DNA	05/03/18	700.00
00723174	100332	PERKINELMER GENETICS	05/03/18	150.00
00723175	216245	PUSH PEDAL PULL INC	05/03/18	392.92
00723178	445153	SAUR JESSICA	05/03/18	707.98
00723180	669061	SCL HEALTH	05/03/18	557.00
00723181	13538	SHRED IT USA LLC	05/03/18	320.92
00723183	51001	SOUTHLAND MEDICAL LLC	05/03/18	2,276.70
00723184	93290	STOEFFLER REBECCA E	05/03/18	2,106.00
00723185	76394	SYMBOL ARTS	05/03/18	5,145.00
00723186	469741	TRI TECH SOFTWARE SYSTEMS	05/03/18	2,621.41
00723187	77845	VERTIQ SOFTWARE LLC	05/03/18	6,610.00
Fund Total				594,463.28

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>
00722994	11657	A & E TIRE INC	04/30/18	863.62
00722995	295403	ABRA AUTO BODY & GLASS	04/30/18	569.45
00723006	324769	PRECISE MRM LLC	04/30/18	5,136.00
00723008	16237	SAM HILL OIL INC	04/30/18	17,202.53
00723063	295403	ABRA AUTO BODY & GLASS	05/03/18	933.51
00723093	16237	SAM HILL OIL INC	05/03/18	20,136.10
00723133	491796	HRT ENTERPRISES LLC	05/03/18	65.00
00723151	65420	VANDERBROEK SCOTT	05/03/18	125.47
Fund Total				45,031.68

County of Adams
Net Warrants by Fund Detail

7		Stormwater Utility Fund			
Warrant	Supplier No	Supplier Name	Warrant Date	Amount	
00723132	381414	HAMPDEN PRESS INC	05/03/18	6,865.85	
Fund Total				6,865.85	

Net Warrants by Fund Detail

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Road & Bridge Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00723029	1007	UNITED POWER (UNION REA)	04/30/18	16.50
00723030	1007	UNITED POWER (UNION REA)	04/30/18	144.09
00723031	1007	UNITED POWER (UNION REA)	04/30/18	33.00
00723032	1007	UNITED POWER (UNION REA)	04/30/18	93.49
00723033	1007	UNITED POWER (UNION REA)	04/30/18	16.50
00723034	1007	UNITED POWER (UNION REA)	04/30/18	33.00
00723035	1007	UNITED POWER (UNION REA)	04/30/18	20.34
00723036	1007	UNITED POWER (UNION REA)	04/30/18	36.00
00723037	1007	UNITED POWER (UNION REA)	04/30/18	34.00
00723038	1007	UNITED POWER (UNION REA)	04/30/18	107.85
00723039	1007	UNITED POWER (UNION REA)	04/30/18	168.10
00723040	1007	UNITED POWER (UNION REA)	04/30/18	38.05
00723041	1007	UNITED POWER (UNION REA)	04/30/18	109.65
00723042	1007	UNITED POWER (UNION REA)	04/30/18	16.50
00723043	1007	UNITED POWER (UNION REA)	04/30/18	48.84
00723044	1007	UNITED POWER (UNION REA)	04/30/18	48.84
00723045	1007	UNITED POWER (UNION REA)	04/30/18	23.16
00723047	13822	XCEL ENERGY	04/30/18	37.55
00723048	13822	XCEL ENERGY	04/30/18	109.43
00723049	13822	XCEL ENERGY	04/30/18	195.45
00723050	13822	XCEL ENERGY	04/30/18	133.03
00723051	13822	XCEL ENERGY	04/30/18	4,469.22
00723052	13822	XCEL ENERGY	04/30/18	23,889.70
00723053	13822	XCEL ENERGY	04/30/18	83.87
00723054	13822	XCEL ENERGY	04/30/18	97.88
00723055	13822	XCEL ENERGY	04/30/18	113.54
00723083	8110	IMS	05/03/18	3,500.00
00723085	142892	JALISCO INTL INC	05/03/18	335,099.20
00723086	13771	JOE'S TOWING & RECOVERY	05/03/18	1,155.00
00723107	676666	VILLALOBOS CONCRETE INC	05/03/18	167,894.78

Fund Total

537,766.56

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>
00723088	61886	NATHAN DUMM & MAYER PC	05/03/18	572.21
00723128	51479	EXPRESS DRUG SCREENING LLC	05/03/18	225.00
00723129	182042	FIT SOLDIERS FITNESS BOOT CAMP	05/03/18	3,440.00
00723134	8031	JUDICIAL ARBITER GROUP INC	05/03/18	4,000.00
00723138	174580	MILE HIGH FITNESS	05/03/18	3,080.00
00723169	708199	MARTINEZ CHRISTINA	05/03/18	770.84
Fund Total				12,088.05

County of Adams
Net Warrants by Fund Detail

<u>25</u>		<u>Waste Management Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00723177	429604	RUTTER JENNIFER	05/03/18	18.00	
00723182	10449	SIR SPEEDY	05/03/18	86.00	
			Fund Total	104.00	

County of Adams
Net Warrants by Fund Detail

30		Community Dev Block Grant Fund			
Warrant	Supplier No	Supplier Name	Warrant Date	Amount	
00723179	481907	SCHEERE MELISSA	05/03/18	66.38	
Fund Total				66.38	

County of Adams
Net Warrants by Fund Detail

<u>31</u>	<u>Head Start Fund</u>				
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00723112	45567	DENVER CHILDREN'S ADVOCACY CTR	05/03/18	2,749.78	
				Fund Total	2,749.78

County of Adams
Net Warrants by Fund Detail

<u>34</u>		<u>Comm Services Blk Grant Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00723176	92604	RAMIREZ ESTHER	05/03/18	53.57	
			Fund Total	<hr/> 53.57	

Net Warrants by Fund Detail

35**Workforce & Business Center**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00722998	707669	BEAL MIKAYA	04/30/18	80.00
00723002	707668	DILLER BAILEY	04/30/18	80.00
00723010	643317	SAUCEDA BRITTANY	04/30/18	20.00
00723012	8076	VERIZON WIRELESS	04/30/18	460.25
00723069	43146	BRIGHTON CITY OF	05/03/18	114.00
00723080	1483	COMPUTER SYSTEMS DESIGN	05/03/18	4,800.00
Fund Total				<hr/> 5,554.25

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>
00722996	88281	ALBERTS WATER & WASTEWATER SER	04/30/18	3,000.00
00723007	44131	ROGGEN FARMERS ELEVATOR ASSN	04/30/18	257.73
00723013	80279	VERIZON WIRELESS	04/30/18	474.06
00723056	13822	XCEL ENERGY	04/30/18	12.49
00723057	13822	XCEL ENERGY	04/30/18	20.28
00723058	13822	XCEL ENERGY	04/30/18	74.85
00723059	13822	XCEL ENERGY	04/30/18	103.22
00723060	13822	XCEL ENERGY	04/30/18	133.34
00723061	13822	XCEL ENERGY	04/30/18	538.84
00723062	13822	XCEL ENERGY	04/30/18	1,775.17
00723081	556579	DBT TRANSPORTATION SERVICES LL	05/03/18	1,185.00
00723087	44212	MCCANDLESS INTL TRUCKS OF COLO	05/03/18	20,010.00
00723105	41127	THYSSENKRUPP ELEVATOR CORP	05/03/18	300.00
00723111	105883	ZENON ENVIRONMENTAL CORPORATIO	05/03/18	39,730.00
Fund Total				67,614.98

County of Adams
Net Warrants by Fund Detail

Grand Total 1,272,358.38

County of Adams
Vendor Payment Report

<u>9479</u>	<u>Administrative Cost Pool</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	SCHEERE MELISSA	00030	925466	306109	05/02/18	66.38
					Account Total	66.38
					Department Total	66.38

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	924886	305606	04/25/18	433.91
					Account Total	433.91
					Department Total	433.91

County of Adams
Vendor Payment Report

<u>4303</u>	<u>Airport FBO</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00043	924880	305592	04/25/18	74.85
					Account Total	74.85
	Telephone					
	VERIZON WIRELESS	00043	924886	305606	04/25/18	40.15
					Account Total	40.15
					Department Total	115.00

County of Adams
Vendor Payment Report

<u>4304</u>	<u>Airport Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00043	924878	305592	04/25/18	12.49
	XCEL ENERGY	00043	924879	305592	04/25/18	20.28
	XCEL ENERGY	00043	924881	305592	04/25/18	25.39
	XCEL ENERGY	00043	924881	305592	04/25/18	77.83
	XCEL ENERGY	00043	924882	305592	04/25/18	133.34
	XCEL ENERGY	00043	924883	305592	04/25/18	538.84
	XCEL ENERGY	00043	924884	305592	04/25/18	1,388.25
	XCEL ENERGY	00043	924884	305592	04/25/18	386.92
					Account Total	2,583.34
					Department Total	2,583.34

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>
	Travel & Transportation					
	ACCELERATE COLORADO	00001	925214	305813	04/27/18	3,500.00
					Account Total	3,500.00
					Department Total	3,500.00

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>
	Travel & Transportation					
	BURK LONDA	00001	925274	305840	04/27/18	684.60
	TAYLOR RAYLENE	00001	925275	305840	04/27/18	166.00
					Account Total	850.60
					Department Total	850.60

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>
	Minor Equipment					
	DICKSON MICHAEL	00001	925464	306109	05/02/18	17.02
					Account Total	17.02
					Department Total	17.02

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>
	Legal Notices					
	COLORADO COMMUNITY MEDIA	00001	925318	305917	04/30/18	23.72
					Account Total	23.72
	Operating Supplies					
	ALL COPY PRODUCTS INC	00001	925317	305917	04/30/18	145.94
					Account Total	145.94
					Department Total	169.66

County of Adams
Vendor Payment Report

<u>1013</u>	<u>County Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	SWEEPSTAKES UNLIMITED	00001	924981	305677	04/26/18	30.00
	SWEEPSTAKES UNLIMITED	00001	924982	305677	04/26/18	30.00
					Account Total	60.00
					Department Total	60.00

County of Adams
Vendor Payment Report

<u>2031</u>	<u>County Coroner</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	CROWN LIFT TRUCKS	00001	925431	306036	05/01/18	526.50
	CROWN LIFT TRUCKS	00001	925445	306036	05/01/18	773.97
	VERTIQ SOFTWARE LLC	00001	925412	306036	05/01/18	6,610.00
					Account Total	7,910.47
	Operating Supplies					
	ARAMARK REFRESHMENT SERVICES	00001	925432	306036	05/01/18	244.02
	COLO MEDICAL WASTE INC	00001	925438	306036	05/01/18	1,113.00
	ELDORADO ARTESIAN SPRINGS INC	00001	925427	306036	05/01/18	20.00
	ELDORADO ARTESIAN SPRINGS INC	00001	925434	306036	05/01/18	11.00
	ELDORADO ARTESIAN SPRINGS INC	00001	925439	306036	05/01/18	38.95
	ELDORADO ARTESIAN SPRINGS INC	00001	925441	306036	05/01/18	38.95
	ELDORADO ARTESIAN SPRINGS INC	00001	925446	306036	05/01/18	38.95
	ELDORADO ARTESIAN SPRINGS INC	00001	925447	306036	05/01/18	11.00
	SOUTHLAND MEDICAL LLC	00001	925414	306036	05/01/18	42.00
	SOUTHLAND MEDICAL LLC	00001	925417	306036	05/01/18	1,219.56
	SOUTHLAND MEDICAL LLC	00001	925420	306036	05/01/18	203.72
	SOUTHLAND MEDICAL LLC	00001	925421	306036	05/01/18	467.87
	SOUTHLAND MEDICAL LLC	00001	925443	306036	05/01/18	279.39
	SOUTHLAND MEDICAL LLC	00001	925448	306036	05/01/18	64.16
					Account Total	3,792.57
	Other Professional Serv					
	DREILING DORA A	00001	925422	306036	05/01/18	100.00
	FEDEX	00001	925425	306036	05/01/18	16.85
	FEDEX	00001	925426	306036	05/01/18	31.81
	FEDEX	00001	925428	306036	05/01/18	39.41
	FEDEX	00001	925429	306036	05/01/18	8.34
	FEDEX	00001	925435	306036	05/01/18	29.74
	FEDEX	00001	925436	306036	05/01/18	67.76
	FEDEX	00001	925437	306036	05/01/18	40.39
	FIRST CALL OF COLO	00001	925433	306036	05/01/18	4,650.00
	LANGUAGE LINE SERVICES	00001	925413	306036	05/01/18	4.92
	NICOLETTI-FLATER ASSOCIATES	00001	925430	306036	05/01/18	740.00
	NMS LABS	00001	925418	306036	05/01/18	9,949.50
	PALEO DNA	00001	925419	306036	05/01/18	350.00

County of Adams

Vendor Payment Report

<u>2031</u>	<u>County Coroner</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	PALEO DNA	00001	925440	306036	05/01/18	350.00
	PERKINELMER GENETICS	00001	925415	306036	05/01/18	50.00
	PERKINELMER GENETICS	00001	925444	306036	05/01/18	100.00
	SCL HEALTH	00001	925416	306036	05/01/18	557.00
	SHRED IT USA LLC	00001	925423	306036	05/01/18	110.46
	SHRED IT USA LLC	00001	925424	306036	05/01/18	110.46
	STOEFFLER REBECCA E	00001	925442	306036	05/01/18	1,134.00
	STOEFFLER REBECCA E	00001	925449	306036	05/01/18	972.00
					Account Total	19,412.64
					Department Total	31,115.68

County of Adams
Vendor Payment Report

<u>1074</u>	<u>CA- Risk Management</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Safety-Drug & AI Test/Med Cert					
	EXPRESS DRUG SCREENING LLC	00019	924980	305677	04/26/18	225.00
					Account Total	225.00
					Department Total	225.00

County of Adams
Vendor Payment Report

<u>1044</u>	<u>CA- SS Dependency/Neglect</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	GREGG KATHERINE	00001	924983	305677	04/26/18	48.00
					Account Total	48.00
					Department Total	48.00

County of Adams
Vendor Payment Report

<u>1023</u>	<u>CLK Motor Vehicle</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	FISHER JULIE	00001	924517	305257	04/20/18	410.49
					Account Total	410.49
					Department Total	410.49

County of Adams
Vendor Payment Report

<u>951016</u>	<u>CSBG</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	RAMIREZ ESTHER	00034	925460	306109	05/02/18	53.57
					Account Total	53.57
					Department Total	53.57

County of Adams
Vendor Payment Report

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Court Reporting Transcripts					
	BECKER SUSAN J	00001	925398	306012	05/01/18	54.00
					Account Total	54.00
	Special Events					
	ADAMS / BROOMFIELD BAR ASSN	00001	925395	306012	05/01/18	1,620.00
					Account Total	1,620.00
	Travel & Transportation					
	YOUNG DAVID	00001	925399	306012	05/01/18	33.00
					Account Total	33.00
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	925394	306012	05/01/18	134.55
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	925394	306012	05/01/18	9.21
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	925394	306012	05/01/18	269.11
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	925394	306012	05/01/18	109.77
	Walker Angela	00001	925400	306012	05/01/18	40.00
					Account Total	562.64
					Department Total	2,269.64

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>
	Travel & Transportation					
	ALVAREZ MEGAN	00001	925397	306012	05/01/18	64.00
					Account Total	64.00
					Department Total	64.00

County of Adams
Vendor Payment Report

<u>97802</u>	<u>Employment Support Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Registration Fees					
	BRIGHTON CITY OF	00035	925455	306108	05/02/18	114.00
					Account Total	114.00
					Department Total	114.00

County of Adams
Vendor Payment Report

<u>6</u>	<u>Equipment Service Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	A & E TIRE INC	00006	925267	305838	04/27/18	119.02
	A & E TIRE INC	00006	925268	305838	04/27/18	744.60
	ABRA AUTO BODY & GLASS	00006	925270	305838	04/27/18	353.51
	ABRA AUTO BODY & GLASS	00006	925271	305838	04/27/18	215.94
	ABRA AUTO BODY & GLASS	00006	925482	306113	05/02/18	25.00
	ABRA AUTO BODY & GLASS	00006	925484	306113	05/02/18	160.00
	ABRA AUTO BODY & GLASS	00006	925485	306113	05/02/18	25.00
	ABRA AUTO BODY & GLASS	00006	925486	306113	05/02/18	25.00
	ABRA AUTO BODY & GLASS	00006	925488	306113	05/02/18	160.00
	ABRA AUTO BODY & GLASS	00006	925489	306113	05/02/18	353.51
	ABRA AUTO BODY & GLASS	00006	925490	306113	05/02/18	160.00
	ABRA AUTO BODY & GLASS	00006	925492	306113	05/02/18	25.00
	PRECISE MRM LLC	00006	925269	305838	04/27/18	5,136.00
	SAM HILL OIL INC	00006	925263	305838	04/27/18	14,310.18
	SAM HILL OIL INC	00006	925264	305838	04/27/18	226.35
	SAM HILL OIL INC	00006	925265	305838	04/27/18	1,886.18
	SAM HILL OIL INC	00006	925266	305838	04/27/18	779.82
	SAM HILL OIL INC	00006	925481	306113	05/02/18	12,789.86
	SAM HILL OIL INC	00006	925510	306113	05/02/18	7,346.24
					Account Total	44,841.21
					Department Total	44,841.21

County of Adams
Vendor Payment Report

<u>9243</u>	<u>Extension - Family & Consumer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	LARIMER COUNTY EXTENSION OFFIC	00001	924818	305492	04/24/18	125.00
					Account Total	125.00
	Mileage Reimbursements					
	JUAREZ SANCHEZ DIANA	00001	924834	305492	04/25/18	509.68
					Account Total	509.68
					Department Total	634.68

County of Adams
Vendor Payment Report

9240	Extension - Horticulture	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	HAMMOND ERIC	00001	924978	305678	04/26/18	402.76
					Account Total	402.76
	Operating Supplies					
	CRAFT TROPHY CO	00001	924977	305678	04/26/18	78.56
					Account Total	78.56
					Department Total	481.32

County of Adams
Vendor Payment Report

9241	Extension- Administration	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	ANDERSON CASSIE	00001	924729	305385	04/23/18	385.86
	ANDERSON CASSIE	00001	924730	305385	04/23/18	174.40
					Account Total	560.26
					Department Total	560.26

County of Adams
Vendor Payment Report

9244	Extension- 4-H/Youth	Fund	Voucher	Batch No	GL Date	Amount
	Operating Supplies					
	CSU UNIVERSITY RESOURCE CTR	00001	924817	305492	04/24/18	73.00
	DILL JERRY	00001	924731	305385	04/23/18	48.00
	DILL JERRY	00001	924734	305385	04/23/18	75.00
					Account Total	196.00
					Department Total	196.00

County of Adams
Vendor Payment Report

<u>1014</u>	<u>Finance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	STOUT CRYSTAL	00001	925609	306285	05/03/18	847.67
					Account Total	847.67
					Department Total	847.67

County of Adams
Vendor Payment Report

<u>1018</u>	<u>Finance General Accounting</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	ARELLANO LAURIE D	00001	925465	306109	05/02/18	7.85
					Account Total	7.85
	Travel & Transportation					
	CAMPBELL KEVIN	00001	925545	306124	05/02/18	208.00
	HA MARY N	00001	925610	306285	05/03/18	211.96
	HA MARY N	00001	925611	306285	05/03/18	208.00
					Account Total	627.96
					Department Total	635.81

County of Adams
Vendor Payment Report

9114	Fleet- Commerce	Fund	Voucher	Batch No	GL Date	Amount
	Tools Reimbursement					
	VANDERBROEK SCOTT	00006	925311	305915	04/30/18	125.47
					Account Total	125.47
	Vehicle Repair & Maint					
	HRT ENTERPRISES LLC	00006	924975	305676	04/26/18	65.00
					Account Total	65.00
					Department Total	190.47

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					
	ALBERTS WATER & WASTEWATER SER	00043	925272	305838	04/27/18	3,000.00
	ARMORED KNIGHTS INC	00043	925479	306113	05/02/18	65.00
	DBT TRANSPORTATION SERVICES LL	00043	925470	306113	05/02/18	1,185.00
	MCCANDLESS INTL TRUCKS OF COLO	00043	925471	306113	05/02/18	20,010.00
	THYSSENKRUPP ELEVATOR CORP	00043	925477	306113	05/02/18	300.00
	ZENON ENVIRONMENTAL CORPORATIO	00043	925478	306113	05/02/18	39,730.00
					Account Total	64,290.00
					Department Total	64,290.00

County of Adams
Vendor Payment Report

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	CHAMBERS HOLDINGS LLC	00001	924984	305680	04/26/18	14,731.55
	IC CHAMBERS LP	00001	924988	305680	04/26/18	6,395.40
					Account Total	21,126.95
	Gas & Electricity					
	Energy Cap Bill ID=8344	00001	925506	306118	04/19/18	57.32
	Energy Cap Bill ID=8345	00001	925507	306118	04/19/18	329.88
	Energy Cap Bill ID=8355	00001	925508	306118	04/18/18	93.94
					Account Total	481.14
	Mileage Reimbursements					
	ANNESE DEREK	00001	925551	306129	05/02/18	21.91
	CARRILLO BILLY	00001	925550	306129	05/02/18	24.20
	CHRISTOPHER JUSTIN	00001	925553	306129	05/02/18	54.99
	DOUGLASS CHRISTOPHER	00001	925557	306129	05/02/18	29.87
	EDWARDS JAMES B	00001	925552	306129	05/02/18	67.25
	EVANOFF MATTHEW	00001	925554	306129	05/02/18	40.55
	RYSKA PAVEL	00001	925555	306129	05/02/18	32.70
	SIMPLEXGRINNELL	00001	925559	306129	05/02/18	923.38
	VANGORDER MIKE	00001	925556	306129	05/02/18	113.36
					Account Total	1,308.21
	Printing External					
	WILKINSON GRAPHICS	00001	925563	306129	05/02/18	397.00
					Account Total	397.00
					Department Total	23,313.30

County of Adams
Vendor Payment Report

<u>1075</u>	<u>FO - Administration Bldg</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8361	00001	925503	306118	04/19/18	97.94
					Account Total	97.94
					Department Total	97.94

County of Adams
Vendor Payment Report

1113	FO - Children & Family Service	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=8363	00001	925512	306118	04/18/18	1,573.83
					Account Total	1,573.83
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8359	00001	925513	306118	04/23/18	90.77
					Account Total	90.77
					Department Total	1,664.60

County of Adams
Vendor Payment Report

<u>1060</u>	<u>FO - Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8352	00001	925495	306118	04/13/18	387.11
					Account Total	387.11
					Department Total	387.11

County of Adams
Vendor Payment Report

<u>2090</u>	<u>FO - Flatrock Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	AUTOMATED BUILDING SOLUTIONS I	00050	924987	305680	04/26/18	<u>3,450.00</u>
					Account Total	<u>3,450.00</u>
					Department Total	<u><u>3,450.00</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					
	EMERGENCY POWER SERVICES CO IN	00001	924985	305680	04/26/18	331.98
	EMERGENCY POWER SERVICES CO IN	00001	924986	305680	04/26/18	5,000.00
	THERMAL & MOISTURE PROTECTION	00001	924989	305680	04/26/18	690.25
					Account Total	6,022.23
	Maintenance Contracts					
	SUMMIT LABORATORIES INC	00001	925565	306129	05/02/18	480.00
					Account Total	480.00
					Department Total	6,502.23

County of Adams
Vendor Payment Report

<u>1070</u>	<u>FO - Honnen/Plan&Devel/MV Ware</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8343	00001	925496	306118	04/19/18	291.91
					Account Total	291.91
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8346	00001	925497	306118	04/13/18	45.65
	Energy Cap Bill ID=8348	00001	925498	306118	04/13/18	514.11
	Energy Cap Bill ID=8349	00001	925499	306118	04/13/18	24.24
	Energy Cap Bill ID=8350	00001	925500	306118	04/13/18	45.65
	Energy Cap Bill ID=8351	00001	925501	306118	04/20/18	157.63
					Account Total	787.28
					Department Total	1,079.19

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>
	Gas & Electricity					
	Energy Cap Bill ID=8357	00001	925502	306118	04/17/18	8,975.64
					Account Total	8,975.64
	Maintenance Contracts					
	SUMMIT LABORATORIES INC	00001	925564	306129	05/02/18	410.00
					Account Total	410.00
					Department Total	9,385.64

County of Adams
Vendor Payment Report

<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	SOUTHWESTERN PAINTING	00001	925560	306129	05/02/18	490.00
	SOUTHWESTERN PAINTING	00001	925561	306129	05/02/18	1,200.00
					Account Total	1,690.00
	Gas & Electricity					
	Energy Cap Bill ID=8364	00001	925514	306118	04/17/18	11,872.50
					Account Total	11,872.50
	Maintenance Contracts					
	ROCKY MTN SEWER-JET INC	00001	925558	306129	05/02/18	1,560.00
					Account Total	1,560.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8353	00001	925515	306118	04/20/18	17,076.23
	Energy Cap Bill ID=8360	00001	925516	306118	04/20/18	135.63
	Energy Cap Bill ID=8362	00001	925517	306118	04/20/18	22,670.49
					Account Total	39,882.35
					Department Total	55,004.85

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>
	Gas & Electricity					
	Energy Cap Bill ID=8354	00001	925504	306118	04/17/18	1,589.40
					Account Total	1,589.40
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8347	00001	925505	306118	04/13/18	1,152.74
					Account Total	1,152.74
					Department Total	2,742.14

County of Adams
Vendor Payment Report

<u>1112</u>	<u>FO-Sheriff HQ/Coroner Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8356	00001	925509	306118	04/20/18	83.72
	Energy Cap Bill ID=8358	00001	925511	306118	04/20/18	930.22
					Account Total	1,013.94
					Department Total	1,013.94

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>
	Misc Accounts Payable					
	ADAMS COUNTY COMBINED COURT	00001	925608	306283	05/03/18	1,564.46
					Account Total	1,564.46
	Received not Vouchered Clrg					
	ADAMSON POLICE PRODUCTS	00001	925215	305815	04/27/18	230.00
	ADAMSON POLICE PRODUCTS	00001	925215	305815	04/27/18	515.00
	ADAMSON POLICE PRODUCTS	00001	925216	305815	04/27/18	845.00
	ADAMSON POLICE PRODUCTS	00001	925217	305815	04/27/18	745.00
	ADAMSON POLICE PRODUCTS	00001	925218	305815	04/27/18	845.00
	ADAMSON POLICE PRODUCTS	00001	925219	305815	04/27/18	845.00
	ARMORED KNIGHTS INC	00001	925479	306113	05/02/18	332.44
	ARMORED KNIGHTS INC	00001	925479	306113	05/02/18	67.41
	ARMORED KNIGHTS INC	00001	925479	306113	05/02/18	133.28
	ARMORED KNIGHTS INC	00001	925479	306113	05/02/18	67.41
	ARMORED KNIGHTS INC	00001	925479	306113	05/02/18	67.41
	ARMORED KNIGHTS INC	00001	925479	306113	05/02/18	133.28
	ARMORED KNIGHTS INC	00001	925479	306113	05/02/18	133.28
	ARMORED KNIGHTS INC	00001	925479	306113	05/02/18	67.41
	ARMORED KNIGHTS INC	00001	925479	306113	05/02/18	332.44
	CERTIFIED BUSINESS SERVICES IN	00001	924842	305586	04/25/18	16,100.00
	COPYCO QUALITY PRINTING INC	00001	924843	305586	04/25/18	4,635.00
	DENOVO VENTURES LLC	00001	925258	305838	04/27/18	131.25
	DENOVO VENTURES LLC	00001	925259	305838	04/27/18	131.25
	EON OFFICE PRODUCTS	00001	924844	305586	04/25/18	9,030.00
	KYGO- FM	00001	925628	306299	05/03/18	16,015.00
	PROFESSIONAL PIPE SERVICES	00001	925522	306113	05/02/18	44,389.35
	PROFESSIONAL PIPE SERVICES	00001	925524	306113	05/02/18	38,173.05
	PROFESSIONAL PIPE SERVICES	00001	925573	306142	05/02/18	56,244.89
	PTS OF AMERICA LLC	00001	924845	305586	04/25/18	737.00
	PTS OF AMERICA LLC	00001	924846	305586	04/25/18	652.00
	PUSH PEDAL PULL INC	00001	925220	305815	04/27/18	392.92
	SANITY SOLUTIONS INC	00001	925260	305838	04/27/18	339.55
	SANITY SOLUTIONS INC	00001	925261	305838	04/27/18	81,148.69
	SANITY SOLUTIONS INC	00001	925262	305838	04/27/18	72,258.40
	SHERMAN & HOWARD LLC	00001	925257	305838	04/27/18	5,127.27

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>
	T&G PECOS LLC	00001	924847	305586	04/25/18	1,800.00
	TETRA TECH EC INC	00001	925493	306113	05/02/18	5,938.67
	TETRUS CORP	00001	925469	306113	05/02/18	48,750.00
	TRI TECH SOFTWARE SYSTEMS	00001	925221	305815	04/27/18	2,621.41
					Account Total	409,975.06
	Retainages Payable					
	PROFESSIONAL PIPE SERVICES	00001	925522	306113	05/02/18	2,219.47-
	PROFESSIONAL PIPE SERVICES	00001	925524	306113	05/02/18	1,908.65-
	PROFESSIONAL PIPE SERVICES	00001	925573	306142	05/02/18	2,812.24-
	PROFESSIONAL PIPE SERVICES	00001	925574	306142	05/02/18	13,377.95
					Account Total	6,437.59
					Department Total	417,977.11

County of Adams
Vendor Payment Report

<u>9252</u>	<u>GF- Admin/Org Support</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	JUSTICE BENEFITS INC	00001	925273	305840	04/27/18	1,672.00
					Account Total	1,672.00
					Department Total	1,672.00

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	925631	306325	05/03/18	2,749.78
					Account Total	2,749.78
					Department Total	2,749.78

County of Adams
Vendor Payment Report

<u>19</u>	<u>Insurance Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	FIT SOLDIERS FITNESS BOOT CAMP	00019	925572	306142	05/02/18	3,440.00
	MILE HIGH FITNESS	00019	925570	306142	05/02/18	1,820.00
	MILE HIGH FITNESS	00019	925571	306142	05/02/18	1,260.00
	NATHAN DUMM & MAYER PC	00019	925468	306113	05/02/18	572.21
					Account Total	7,092.21
					Department Total	7,092.21

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					
	MARTINEZ CHRISTINA	00019	925456	306109	05/02/18	770.84
					Account Total	770.84
	General Liab - Other than Prop					
	JUDICIAL ARBITER GROUP INC	00019	924979	305677	04/26/18	4,000.00
					Account Total	4,000.00
					Department Total	4,770.84

County of Adams
Vendor Payment Report

<u>1057</u>	<u>IT Application Support</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	SAUR JESSICA	00001	925462	306109	05/02/18	122.08
					Account Total	122.08
	Travel & Transportation					
	SAUR JESSICA	00001	925461	306109	05/02/18	286.40
	SAUR JESSICA	00001	925463	306109	05/02/18	299.50
					Account Total	585.90
					Department Total	707.98

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>
	Other Professional Serv					
	THERMAL & MOISTURE PROTECTION	00001	924990	305680	04/26/18	661.25
	THERMAL & MOISTURE PROTECTION	00001	924991	305680	04/26/18	575.00
					Account Total	1,236.25
					Department Total	1,236.25

County of Adams
Vendor Payment Report

<u>1089</u>	<u>PLN- Boards & Commissions</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	TONSAGER DENNIS	00001	925291	305902	04/30/18	65.00
	TONSAGER DENNIS	00001	925607	305902	05/03/18	65.00
					Account Total	130.00
					Department Total	130.00

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>
	Travel & Transportation					
	COLLINS EMILY	00001	925467	306109	05/02/18	117.53
					Account Total	117.53
					Department Total	117.53

County of Adams
Vendor Payment Report

<u>1038</u>	<u>Regional Affairs</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	MIDGLEY ALEXANDRA	00001	925457	306109	05/02/18	102.57
					Account Total	102.57
					Department Total	102.57

County of Adams
Vendor Payment Report

<u>13</u>	<u>Road & Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	IMS	00013	925518	306113	05/02/18	3,500.00
	JALISCO INTL INC	00013	925520	306113	05/02/18	188,888.00
	JALISCO INTL INC	00013	925525	306113	05/02/18	163,848.00
	JOE'S TOWING & RECOVERY	00013	925532	306113	05/02/18	1,155.00
	VILLALOBOS CONCRETE INC	00013	925528	306113	05/02/18	176,731.35
					Account Total	534,122.35
	Retainages Payable					
	JALISCO INTL INC	00013	925520	306113	05/02/18	9,444.40-
	JALISCO INTL INC	00013	925525	306113	05/02/18	8,192.40-
	VILLALOBOS CONCRETE INC	00013	925528	306113	05/02/18	8,836.57-
					Account Total	26,473.37-
					Department Total	507,648.98

County of Adams
Vendor Payment Report

9295	Solid Waste Operations	Fund	Voucher	Batch No	GL Date	Amount
	Other Professional Serv					
	RUTTER JENNIFER	00025	925458	306109	05/02/18	18.00
	SIR SPEEDY	00025	925459	306109	05/02/18	86.00
					Account Total	104.00
					Department Total	104.00

County of Adams
Vendor Payment Report

<u>7</u>	<u>Stormwater Utility Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	HAMPDEN PRESS INC	00007	925569	306142	05/02/18	6,865.85
					Account Total	6,865.85
					Department Total	6,865.85

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					
	ARAMARK REFRESHMENT SERVICES	00001	924992	305688	04/26/18	219.60
	HOFFER MICHELLE L	00001	924994	305688	04/26/18	200.00
					Account Total	419.60
					Department Total	419.60

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>
	Books					
	COLO DIST ATTORNEY COUNCIL	00001	924872	305588	04/25/18	82.00
					Account Total	82.00
	Operating Supplies					
	ARAMARK REFRESHMENT SERVICES	00001	924992	305688	04/26/18	877.64
	SYMBOL ARTS	00001	924996	305688	04/26/18	5,145.00
					Account Total	6,022.64
	Other Professional Serv					
	B C INTERIORS	00001	924849	305588	04/25/18	60.00
	SHRED IT USA LLC	00001	924995	305688	04/26/18	100.00
					Account Total	160.00
	Special Events					
	BISCUITS AND BERRIES CATERING	00001	924993	305688	04/26/18	16,230.04
					Account Total	16,230.04
	Travel & Transportation					
	BAESSLER JENNIFER	00001	925227	305828	04/27/18	221.00
	KAISER MICHAEL D	00001	925402	306020	05/01/18	68.00
	MCINTOSH MICHAEL TODD	00001	925231	305828	04/27/18	221.00
	PFEFFER CRISTINA	00001	925403	306020	05/01/18	68.00
					Account Total	578.00
					Department Total	23,072.68

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>
	Other Communications					
	VERIZON WIRELESS	00001	924877	305588	04/25/18	1,348.11
					Account Total	1,348.11
	Other Professional Serv					
	SHRED IT USA LLC	00001	924873	305588	04/25/18	30.00
					Account Total	30.00
					Department Total	1,378.11

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					
	SHRED IT USA LLC	00001	924875	305588	04/25/18	130.58
	SHRED IT USA LLC	00001	924876	305588	04/25/18	60.00
					Account Total	190.58
					Department Total	190.58

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	924848	305588	04/25/18	22.10
					Account Total	22.10
	Other Professional Serv					
	SHRED IT USA LLC	00001	924873	305588	04/25/18	30.00
					Account Total	30.00
	Travel & Transportation					
	AUSTIN IAN M	00001	925230	305828	04/27/18	272.00
	ONEILL TERRANCE P	00001	925228	305828	04/27/18	221.00
	VONFELDT SKYLAR	00001	925229	305828	04/27/18	272.00
					Account Total	765.00
					Department Total	817.10

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>
	Other Professional Serv					
	SHRED IT USA LLC	00001	924874	305588	04/25/18	75.00
					Account Total	75.00
					Department Total	75.00

County of Adams
Vendor Payment Report

3055	Transportation Streets Program	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	UNITED POWER (UNION REA)	00013	925186	305768	04/27/18	16.50
	UNITED POWER (UNION REA)	00013	925187	305768	04/27/18	144.09
	UNITED POWER (UNION REA)	00013	925188	305768	04/27/18	33.00
	UNITED POWER (UNION REA)	00013	925189	305768	04/27/18	93.49
	UNITED POWER (UNION REA)	00013	925190	305768	04/27/18	16.50
	UNITED POWER (UNION REA)	00013	925191	305768	04/27/18	33.00
	UNITED POWER (UNION REA)	00013	925192	305768	04/27/18	20.34
	UNITED POWER (UNION REA)	00013	925193	305768	04/27/18	36.00
	UNITED POWER (UNION REA)	00013	925194	305768	04/27/18	34.00
	UNITED POWER (UNION REA)	00013	925195	305768	04/27/18	107.85
	UNITED POWER (UNION REA)	00013	925196	305768	04/27/18	168.10
	UNITED POWER (UNION REA)	00013	925197	305768	04/27/18	38.05
	UNITED POWER (UNION REA)	00013	925198	305768	04/27/18	109.65
	UNITED POWER (UNION REA)	00013	925199	305768	04/27/18	16.50
	UNITED POWER (UNION REA)	00013	925200	305768	04/27/18	48.84
	UNITED POWER (UNION REA)	00013	925201	305768	04/27/18	48.84
	UNITED POWER (UNION REA)	00013	925202	305768	04/27/18	23.16
	XCEL ENERGY	00013	925203	305768	04/27/18	37.55
	XCEL ENERGY	00013	925205	305768	04/27/18	109.43
	XCEL ENERGY	00013	925206	305768	04/27/18	195.45
	XCEL ENERGY	00013	925207	305768	04/27/18	133.03
	XCEL ENERGY	00013	925209	305768	04/27/18	4,469.22
	XCEL ENERGY	00013	925210	305768	04/27/18	23,889.70
	XCEL ENERGY	00013	925211	305768	04/27/18	83.87
	XCEL ENERGY	00013	925212	305768	04/27/18	97.88
	XCEL ENERGY	00013	925213	305768	04/27/18	113.54
					Account Total	30,117.58
					Department Total	30,117.58

County of Adams
Vendor Payment Report

<u>97800</u>	<u>Wagner-Peyser</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	924841	305583	04/25/18	40.01
					Account Total	40.01
					Department Total	40.01

County of Adams
Vendor Payment Report

<u>97803</u>	<u>Wagner-Peyser Migrant Seasonal</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	924841	305583	04/25/18	105.06
					Account Total	105.06
					Department Total	105.06

County of Adams
Vendor Payment Report

<u>4316</u>	<u>Wastewater Treatment Plant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	ROGGEN FARMERS ELEVATOR ASSN	00043	924885	305606	04/25/18	<u>257.73</u>
					Account Total	<u>257.73</u>
					Department Total	<u><u>257.73</u></u>

County of Adams
Vendor Payment Report

<u>35</u>	<u>Workforce & Business Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	COMPUTER SYSTEMS DESIGN	00035	925474	306113	05/02/18	4,800.00
					Account Total	4,800.00
					Department Total	4,800.00

County of Adams
Vendor Payment Report

97500	WIOA YOUTH OLDER	Fund	Voucher	Batch No	GL Date	Amount
	Supp Svcs-Incentives					
	BEAL MIKAYA	00035	924837	305583	04/25/18	80.00
	DILLER BAILEY	00035	924838	305583	04/25/18	80.00
	SAUCEDA BRITTANY	00035	924839	305583	04/25/18	20.00
					Account Total	180.00
					Department Total	180.00

County of Adams
Vendor Payment Report

<u>99807</u>	<u>Youth Shared Prgrm Direct Cost</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	924841	305583	04/25/18	315.18
					Account Total	315.18
					Department Total	315.18

County of Adams
Vendor Payment Report

Grand Total 1,272,358.38

MINUTES OF COMMISSIONERS' PROCEEDINGS FOR
TUESDAY, MAY 8, 2018

1. ROLL CALL (09:31 AM)

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

Excused: Charles "Chaz" Tedesco

2. PLEDGE OF ALLEGIANCE (09:31 AM)

3. MOTION TO APPROVE AGENDA (09:31 AM)

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

4. AWARDS AND PRESENTATIONS (09:32 AM)

A. 18-471 Proclamation of May 2018 as Foster Care Month (09:32 AM)

B. 18-490 Proclamation of May 2018 as Building Safety Month (09:36 AM)

5. PUBLIC COMMENT (09:42 AM)

A. Citizen Communication

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

B. Elected Officials' Communication (09:43 AM)

6. CONSENT CALENDAR (09:43 AM)

A. 18-470 List of Expenditures Under the Dates of April 23-27, 2018

B. 18-473 Minutes of the Commissioners' Proceedings from May 1, 2018

C. 18-323 Resolution for Final Acceptance of Public Improvements Constructed at the North Side Gardens Business Park Fil. No. 2 (PRC2015-00016 and SIA2016-00003) (File approved by ELT)

D. 18-397 Resolution Amending the Fund Balance Policy and Reserves Including the Adoption of a Strategic Fund Balance Reserve as Part of the County's Committed and Assigned Fund Balance (File approved by ELT)

E. 18-402 Resolution Accepting Quitclaim Deed Conveying Property from 4357 W. 52nd Ave, LLC, to Adams County for Dedication of Road Right-of-Way for Tennyson Street (File approved by ELT)

F. 18-403 Resolution Accepting Warranty Deed Conveying Property from Rafael Mendoza and Florence Mendoza to Adams County for the Dedication of Road Right-of-Way for York Street (File approved by ELT)

G. 18-415 Resolution Accepting a Permanent Utility Easement from School District No. 1 to Adams County for Storm Drainage Purposes (File approved by ELT)

H. 18-416 Resolution Accepting a Permanent Drainage Easement from School District No. 1 to Adams County for Storm Drainage Purposes (File approved by ELT)

I. 18-417 Resolution Accepting a Permanent Access Easement from School District No. 1 to Adams County for Access Purposes (File approved by ELT)

- J. 18-418 Resolution Accepting a Permanent Drainage Easement from Prologis L.P. to Adams County for Storm Water Drainage Purposes (File approved by ELT)
 - K. 18-419 Resolution Accepting a Permanent Sidewalk Easement from Prologis L.P. to Adams County for Construction of a Public Sidewalk (File approved by ELT)
 - L. 18-420 Resolution Approving First Amendment to License Agreement between Colorado Agricultural Ditch Company, Adams County, Urban Drainage and Flood Control District, and Regional Rail Partners, Joint Venture (File approved by ELT)
 - M. 18-421 Resolution Accepting a Permanent Drainage Easement from Front Range RV Storage, LLC, to Adams County for Storm Water Drainage Purposes (File approved by ELT)
 - N. 18-426 Resolution Authorizing Cancellation of Real Property Taxes Pursuant to C.R.S. §39-11-148(1) (File approved by ELT)
 - O. 18-472 Resolution Approving Ambulance Service License for Thornton Fire Department (File approved by ELT)
 - P. 18-474 Resolution Appointing Troy Smith to the E-911 Authority (File approved by ELT)
- Motion to Approve 6. CONSENT CALENDAR Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.**

7. NEW BUSINESS (09:44 AM)

A. COUNTY MANAGER (09:44 AM)

- 1. 18-459 Resolution Adopting a 30-Day Moratorium for Temporary Use Permits for Fireworks Stands/Tents (File approved by ELT) (09:44 AM)
Motion to Approve 1. 18-459 Resolution Adopting a 30-Day Moratorium for Temporary Use Permits for Fireworks Stands/Tents (File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.
- 2. 18-425 Resolution Approving the Use of State Awarded Agreements for the Purchase of Computers to Fulfill the County's Computer Replacement Schedule (File approved by ELT) (09:47 AM)
Motion to Approve 2. 18-425 Resolution Approving the Use of State Awarded Agreements for the Purchase of Computers to Fulfill the County's Computer Replacement Schedule (File approved by ELT) Moved by Erik Hansen, seconded by Eva J. Henry, unanimously carried.
- 3. 18-469 Resolution Approving Amendment Three to the Agreement between Adams County and Ascent Aviation Group d.b.a. World Fuel to Provide Aviation Fuel (Jet A) and Avgas (100LL) (File approved by ELT) (09:47 AM)
Motion to Approve 3. 18-469 Resolution Approving Amendment Three to the Agreement between Adams County and Ascent Aviation Group d.b.a. World Fuel to Provide Aviation Fuel (Jet A) and Avgas (100LL) (File approved by ELT) Moved by Erik Hansen, seconded by Eva J. Henry, unanimously carried.
- 4. 18-369 Resolution Awarding an Agreement between Adams County and CityServiceValcon to Provide Aviation Fuel (Jet A) and Avgas (100LL) (File approved by ELT) (10:11 AM)
Motion to Approve 4. 18-369 Resolution Awarding an Agreement between Adams County and CityServiceValcon to Provide Aviation Fuel (Jet A) and Avgas (100LL) (File approved by ELT) Moved by Erik Hansen, seconded by Eva J. Henry, unanimously carried.
- 5. 18-427 Resolution Approving Amendment Three to the Agreement between Adams County and Colorado Boys Ranch to Provide Home Based Intervention Services for the Adams County Human Services Department (File approved by ELT) (10:17 AM)
Motion to Approve 5. 18-427 Resolution Approving Amendment Three to the Agreement between Adams County and Colorado Boys Ranch to Provide Home Based Intervention Services for the Adams County Human Services Department

(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

6. 18-428 Resolution Approving Amendment Four to the Agreement between Adams County and Denver Area Youth Services to Provide Home Based Intervention Services for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 6. 18-428 Resolution Approving Amendment Four to the Agreement between Adams County and Denver Area Youth Services to Provide Home Based Intervention Services for the Adams County Human Services Department (File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

7. 18-429 Resolution Approving Amendment Three to the Agreement between Adams County and Family Tree to Provide Home Based Intervention Services for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 7. 18-429 Resolution Approving Amendment Three to the Agreement between Adams County and Family Tree to Provide Home Based Intervention Services for the Adams County Human Services Department (File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

8. 18-430 Resolution Approving Amendment Two to the Agreement between Adams County and Maple Star Colorado to Provide Home Based Intervention Services for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 8. 18-430 Resolution Approving Amendment Two to the Agreement between Adams County and Maple Star Colorado to Provide Home Based Intervention Services for the Adams County Human Services Department (File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

9. 18-431 Resolution Approving Amendment Two to the Agreement between Adams County and Maple Star Colorado for the Removal Prevention Program for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 9. 18-431 Resolution Approving Amendment Two to the Agreement between Adams County and Maple Star Colorado for the Removal Prevention Program for the Adams County Human Services Department (File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

10. 18-432 Resolution Approving Amendment Three to the Agreement between Adams County and Savio House to Provide Home Based Intervention Services for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 10. 18-432 Resolution Approving Amendment Three to the Agreement between Adams County and Savio House to Provide Home Based Intervention Services for the Adams County Human Services Department (File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

11. 18-433 Resolution Approving Amendment Two to the Agreement between Adams County and the Curry Center to Provide Home Based Intervention Services for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 11. 18-433 Resolution Approving Amendment Two to the Agreement between Adams County and the Curry Center to Provide Home Based Intervention Services for the Adams County Human Services Department (File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

12. 18-434 Resolution Approving Amendment Two to the Agreement between Adams County and Colorado Boys Ranch to Provide Comprehensive Parenting Time Services for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 12. 18-434 Resolution Approving Amendment Two to the Agreement between Adams County and Colorado Boys Ranch to Provide Comprehensive Parenting Time Services for the Adams County Human Services Department
(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio,
unanimously carried.

13. 18-435 Resolution Approving Amendment Three to the Agreement between Adams County and Griffith Centers to Provide Comprehensive Parenting Time Services for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 13. 18-435 Resolution Approving Amendment Three to the Agreement between Adams County and Griffith Centers to Provide Comprehensive Parenting Time Services for the Adams County Human Services Department
(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio,
unanimously carried.

14. 18-436 Resolution Approving Amendment Three to the Agreement between Adams County and Lifelong to Provide Comprehensive Parenting Time Services for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 14. 18-436 Resolution Approving Amendment Three to the Agreement between Adams County and Lifelong to Provide Comprehensive Parenting Time Services for the Adams County Human Services Department
(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio,
unanimously carried.

15. 18-437 Resolution Approving Amendment Two to the Agreement between Adams County and Maple Star Colorado to Provide Comprehensive Parenting Time Services for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 15. 18-437 Resolution Approving Amendment Two to the Agreement between Adams County and Maple Star Colorado to Provide Comprehensive Parenting Time Services for the Adams County Human Services Department
(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio,
unanimously carried.

16. 18-438 Resolution Approving Amendment Three to the Agreement between Adams County and Shiloh House to Provide Comprehensive Parenting Time Services for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 16. 18-438 Resolution Approving Amendment Three to the Agreement between Adams County and Shiloh House to Provide Comprehensive Parenting Time Services for the Adams County Human Services Department
(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio,
unanimously carried.

17. 18-439 Resolution Approving Amendment One to the Agreement between Adams County and Christopher Duvernay to Provide Sexual Abuse Treatment Services for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 17. 18-439 Resolution Approving Amendment One to the Agreement between Adams County and Christopher Duvernay to Provide Sexual Abuse Treatment Services for the Adams County Human Services Department
(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio,
unanimously carried.

18. 18-440 Resolution Approving Amendment Two to the Agreement between Adams County and Savio House to Provide Sexual Abuse Treatment Services for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 18. 18-440 Resolution Approving Amendment Two to the Agreement between Adams County and Savio House to Provide Sexual Abuse Treatment Services for the Adams County Human Services Department
(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio,
unanimously carried.

19. 18-441 Resolution Approving Amendment Two to the Agreement between Adams County

and Shiloh House to Provide Sexual Abuse Treatment Services for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 19. 18-441 Resolution Approving Amendment Two to the Agreement between Adams County and Shiloh House to Provide Sexual Abuse Treatment Services for the Adams County Human Services Department

(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

20. 18-442 Resolution Approving Amendment Two to the Agreement between Adams County and Life Support Bi to Provide Substance Abuse Treatment Services for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 20. 18-442 Resolution Approving Amendment Two to the Agreement between Adams County and Life Support Bi to Provide Substance Abuse Treatment Services for the Adams County Human Services Department

(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

21. 18-443 Resolution Approving Amendment Two to the Agreement between Adams County and Savio House to Provide Substance Abuse Treatment Services for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 21. 18-443 Resolution Approving Amendment Two to the Agreement between Adams County and Savio House to Provide Substance Abuse Treatment Services for the Adams County Human Services Department

(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

22. 18-444 Resolution Approving Amendment Two to the Agreement between Adams County and Signal Behavioral Health Network to Provide Substance Abuse Treatment Services for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 22. 18-444 Resolution Approving Amendment Two to the Agreement between Adams County and Signal Behavioral Health Network to Provide Substance Abuse Treatment Services for the Adams County Human Services Department

(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

23. 18-445 Resolution Approving Amendment Two to the Agreement between Adams County and Synergy to Provide Substance Abuse Treatment Services for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 23. 18-445 Resolution Approving Amendment Two to the Agreement between Adams County and Synergy to Provide Substance Abuse Treatment Services for the Adams County Human Services Department

(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

24. 18-446 Resolution Approving Amendment Two to the Agreement between Adams County and Shiloh House to Provide Family Team Meeting Services for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 24. 18-446 Resolution Approving Amendment Two to the Agreement between Adams County and Shiloh House to Provide Family Team Meeting Services for the Adams County Human Services Department

(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

25. 18-447 Resolution Approving Amendment Two to the Agreement between Adams County and Maple Star Colorado to Provide Domestic Violence Reduction Program Services for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 25. 18-447 Resolution Approving Amendment Two to the Agreement between Adams County and Maple Star Colorado to Provide Domestic Violence Reduction Program Services for the Adams County Human Services Department

(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

- 26.18-448 Resolution Approving Amendment Four to the Agreement between Adams County and Youth Advocate Program to Provide Child Mentoring and Family Support Intervention Services for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 26. 18-448 Resolution Approving Amendment Four to the Agreement between Adams County and Youth Advocate Program to Provide Child Mentoring and Family Support Intervention Services for the Adams County Human Services Department

(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

- 27.18-449 Resolution Approving Amendment Three to the Agreement between Adams County and Lifelong to Provide Life Skills Services for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 27. 18-449 Resolution Approving Amendment Three to the Agreement between Adams County and Lifelong to Provide Life Skills Services for the Adams County Human Services Department

(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

- 28.18-450 Resolution Approving Amendment Two to the Agreement between Adams County and Savio House to Provide Life Skills Services for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 28. 18-450 Resolution Approving Amendment Two to the Agreement between Adams County and Savio House to Provide Life Skills Services for the Adams County Human Services Department

(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

- 29.18-451 Resolution Approving Amendment Two to the Agreement between Adams County and Shiloh House to Provide Life Skills Services for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 29. 18-451 Resolution Approving Amendment Two to the Agreement between Adams County and Shiloh House to Provide Life Skills Services for the Adams County Human Services Department

(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

- 30.18-452 Resolution Approving Amendment Three to the Agreement between Adams County and the Hope Initiative to Provide Life Skills Services for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 30. 18-452 Resolution Approving Amendment Three to the Agreement between Adams County and the Hope Initiative to Provide Life Skills Services for the Adams County Human Services Department

(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

- 31.18-453 Resolution Approving Amendment Two to the Agreement between Adams County and Tri-County Health to Provide Early Childhood Intervention Program Life Skills Services for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 31. 18-453 Resolution Approving Amendment Two to the Agreement between Adams County and Tri-County Health to Provide Early Childhood Intervention Program Life Skills Services for the Adams County Human Services Department

(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

- 32.18-454 Resolution Approving Amendment Two to the Agreement between Adams County and Savio House to Provide Intensive Family Therapy Services for the Adams County Human

Services Department (File approved by ELT)

Motion to Approve 32. 18-454 Resolution Approving Amendment Two to the Agreement between Adams County and Savio House to Provide Intensive Family Therapy Services for the Adams County Human Services Department

(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

33. 18-455 Resolution Approving Amendment Two to the Agreement between Adams County and Aurora Mental Health to Provide Mental Health Services for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 33. 18-455 Resolution Approving Amendment Two to the Agreement between Adams County and Aurora Mental Health to Provide Mental Health Services for the Adams County Human Services Department

(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

34. 18-456 Resolution Approving Amendment Two to the Agreement between Adams County and Community Reach Center to Provide Mental Health Services for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 34. 18-456 Resolution Approving Amendment Two to the Agreement between Adams County and Community Reach Center to Provide Mental Health Services for the Adams County Human Services Department

(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

35. 18-457 Resolution Approving Amendment Four to the Agreement between Adams County and Maple Star Colorado to Provide Mental Health Services for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 35. 18-457 Resolution Approving Amendment Four to the Agreement between Adams County and Maple Star Colorado to Provide Mental Health Services for the Adams County Human Services Department

(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

36. 18-458 Resolution Approving Amendment Two to the Agreement between Adams County and Savio House to Provide Mental Health Services for the Adams County Human Services Department (File approved by ELT)

Motion to Approve 36. 18-458 Resolution Approving Amendment Two to the Agreement between Adams County and Savio House to Provide Mental Health Services for the Adams County Human Services Department

(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

B. COUNTY ATTORNEY (10:19 AM)

8. LAND USE HEARINGS (10:19 AM)

A. Cases to be Heard (10:19 AM)

1. 18-371 RCU2017-00046 Powhaton Compressor Station (File approved by ELT) (10:19 AM)

Motion to Approve 1. 18-371 RCU2017-00046 Powhaton Compressor Station

(File approved by ELT) Moved by Steve O'Dorisio, seconded by Erik Hansen, unanimously carried.

9. ADJOURNMENT (10:49 AM)

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 5/15/18
SUBJECT: Annual Operating Plan 2018
FROM: Michael McIntosh, Sheriff
AGENCY/DEPARTMENT: Adams County Sheriff's Office
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves Annual Operating Plan 2018

BACKGROUND:

This Annual Operating Plan (AOP) is pursuant to the "Agreement for Cooperative Wildfire Protection in Adams County" dated January 2017, also known as the State to County Agreement. (See Attachment #1)

This AOP is also a component of the Statewide AOP and the "Statewide Cooperative Wildland Fire and Stafford Act Agreement."

This Annual Operating Plan is applicable to all signatories and address how the signatories will implement the State to County Agreement. The County may create specific fire district AOP's or Agreements to further define the roles and responsibilities within the County. This plan is not intended to force or suggest that any signatory operate outside of their legal authority, policies, mission or business practices. This plan outlines common approaches in wildland fire management as well as agency specific approaches.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County
Adams County Sheriff's Office
Colorado Division of Fire Prevention and Control
United States Fish and Wildlife Service

ATTACHED DOCUMENTS:

Adams County Annual Operating Plan 2018
Attachment 1: Agreement for Cooperative Wildfire Protection in Adams County
Resolution

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE 2018 ADAMS COUNTY ANNUAL OPERATING PLAN
PREPARED PURSUANT TO THE AGREEMENT FOR COOPERATIVE WILDFIRE
PROTECTION IN ADAMS COUNTY

WHEREAS, pursuant to Colo. Const. art. XIV, § 18(2)(a) and Colorado Revised Statute §29-1-203, the County may cooperate or contract with other governments to provide any function or service lawfully authorized to each, and any such contract may provide for the sharing of costs, the imposition of taxes, and incurring of debt; and,

WHEREAS, Adams County, the Adams County Sheriff, and the Colorado Department of Public Safety, Division of Fire Prevention and Control entered into an Agreement for Cooperative Wildfire Protection in Adams County (“Agreement”) that is dated January 2017; and,

WHEREAS, the attached 2018 Annual Operating Plan between Adams County, the Adams County Sheriff, the Colorado Division of Fire Prevention and Control, and the United States Fish and Wildlife Service was prepared pursuant to the Agreement and addresses how each of the signatories will implement the Agreement.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the attached 2018 Adams County Annual Operating Plan prepared pursuant to the Agreement for Cooperative Wildfire Protection in Adams County is approved and the Chair is authorized to execute same.

ADAMS COUNTY

ANNUAL OPERATING PLAN

2018



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ATTACHMENTS

- Attachment 1 - Agreement for Cooperative Wildfire Protection in Adams County
- Attachment 2 - Adams County Mutual Aid Agreements
- Attachment 3 - Adams County Burn Restriction Levels
- Attachment 4 - Complexity Analysis Guidelines
- Attachment 5 - Adams County Communications Plan

1.0 PREAMBLE

This Annual Operating Plan (AOP) is pursuant to the “Agreement for Cooperative Wildfire Protection in Adams County” dated January 2017, also known as the State to County Agreement. (See *Attachment #1*)

This AOP is also a component of the Statewide AOP and the “Statewide Cooperative Wildland Fire and Stafford Act Agreement”. Current version of the agreement can be found on the DFPC website at:

https://gacc.nifc.gov/rmcc/dispatch_centers/r2crc/dispatch/Plans%20and%20Guides/2016%20CO%20AOP.pdf

2.0 PURPOSE

This Annual Operating Plan is applicable to all signatories and address how the signatories will implement the State to County Agreement. The County may create specific fire district AOP’s or Agreements to further define the roles and responsibilities within the County. This plan is not intended to force or suggest that any signatory operate outside of their legal authority, policies, mission or business practices. This plan outlines common approaches in wildland fire management as well as agency specific approaches.

3.0 AUTHORITIES

- Colorado Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement Between:
 - BUREAU OF LAND MANAGEMENT – COLORADO
Agreement Number: **BLM-MOU-CO-538**
 - NATIONAL PARK SERVICE – INTERMOUNTAIN REGION
Agreement Number: **F1249110016**
 - BUREAU OF INDIAN AFFAIRS – SOUTHWEST REGION
(no agreement number)
 - UNITED STATES FISH AND WILDLIFE SERVICE – MOUNTAIN PRAIRIE REGION
(no agreement number)
 - UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE – ROCKY MOUNTAIN REGION
Agreement Number: **11-FI-11020000-017**
- Agreement for Cooperative Wildfire Protection in Adams County, CSFS #109 (See *Attachment #1*)

4.0 RECITALS

National Response Framework activities will be accomplished utilizing established dispatch coordination concepts. Situation and damage assessment information will be transmitted through established fire suppression intelligence channels.

Jurisdictional agencies are responsible for all planning documents (i.e., land use, fire management plans, mitigation plans) for a unit's wildland fire and fuels management program.

Protecting Agencies implement the actions documented and directed by the planning documents for initial and extended attack on wildland fires. They provide the supervision and support including operational oversight, direction and logistical support to incident management teams.

5.0 INTERAGENCY COOPERATION

5.1 Interagency Dispatch Centers

The designated Interagency Dispatch Center for the Adams County area is, Fort Collins Interagency Dispatch Center (FTC). (970) 295-6800.

Assistance by the Division of Fire Protection & Control (DFPC) Fire Management Officer (FMO) or by the Division of Homeland Security & Emergency Management (DHSEM) Regional Field Manager (RFM) must be requested through the State of Colorado Emergency Operations Line: (303) 279-8855.

5.2 Interagency Resources

The Rocky Mountain Arsenal National Wildlife Refuge (CO-RMR), managed by the U.S. Fish and Wildlife Service, is located within Adams County. The CO-RMR falls within the South Adams Fire Protection District (SAFPD). SAFPD is the jurisdictional agency currently for fire suppression on the CO-RMR property. Interagency resources must be requested through the Fort Collins Interagency Dispatch Center.

DFPC does not have initial attack responsibility within Adams County. However, DFPC may provide state resource, such as crews, State Staffed engines, and aircraft under either mutual aid or reimbursable conditions. The availability of state resources for firefighting will vary and is not guaranteed. Reimbursement under the Colorado Wildfire Emergency Response Fund (WERF) is subject to availability of WERF funds. Crews and Aviation resources have additional costs associated with them that will not be reimbursed under WERF such as vehicles, fuels truck, lead planes, etc. Current version of the guide and forms can be found on the DFPC website at:

<https://www.colorado.gov/pacific/dfpc/wildland-rules>

All requests for the VLAT (Very Large Air Tanker) through WERF must first be approved by the DFPC Branch Chief of Operations or designee.

Requests for resources / assistance under the State of Colorado's Resource Mobilization Annex must be made initially through the State of Colorado Emergency Operations Line at (303) 279-8855 by the Adams County Emergency Manager, Sheriff, or Board of County Commissioners. A DFPC FMO, DHSEM RFM, or designee will respond to this request. Current version of the Annex and associated forms can be found on the DHSEM website at:

<https://www.colorado.gov/pacific/dhsem/resource-mobilization>

Requests for Adams County Governmental Resources shall be made through the Adams County Communications Centers (ADCOM911 or through the Adams County Emergency Operations Center (EOC), if activated.

5.3 Standards

Signatory agencies to this plan will operate under the concepts defined in the Department of Homeland Security's National Incident Management System (NIMS) and National Wildfire Coordinating Group (NWCG) guidance.

The agency having jurisdiction has the overall responsibility for that incident. Under State statute, the County and the State may enter into an agreement for the State to take management responsibility.

The standard for wildland fire training and qualifications within Colorado is the NWCG 310-1. State employees engaged in firefighting activities will meet the current NWCG qualification standards.

Signatories to this plan may not obligate nor encumber the finances of the other without express written permission.

6.0 PREPAREDNESS

6.1 Protection Planning

DFPC – Operates in the role of ESF4 at the State level as outlined in the Colorado Emergency Operating Plan.

DFPC – Develops a Colorado State Preparedness Plan annually.

DFPC – Maintains Cooperative Resource Rate Forms (CRRF), provides Cooperator access to the Incident Qualification System (IQS) and the Resource Ordering and Status System (ROSS).

DFPC – Maintains Cooperative Wildfire Agreements with each County.

DFPC – Assists with provision of wildland fire training to Counties and Cooperating Agencies.

DFPC – Administers grants specific to wildland fire suppression.

DFPC, County and USFWS – Update the AOP each year.

County – Provides for wildland fire suppression planning.

County – Enters into agreements and AOP's with local fire districts as needed.

County – Assists with the maintenance of records in ROSS and WebEOC.

County – Responsible for the coordination of efforts to suppress wildfires in unincorporated areas of the county that exceed the capabilities of the local fire protection district.

USFWS -Provides for wildland fire suppression.

USFWS - Cooperate locally in wildland fire suppression training.

USFWS – Enters into agreement with local cooperating agencies as needed.

USFWS – Maintain records in ROSS and IQCS.

6.2 Protection Areas and Boundaries

The area described by this plan includes all lands within the boundaries of Adams County, including incorporated cities and towns and federal property (USFWS). A current map of fire protection district boundaries and response zones will be kept in all Communication Centers that provide dispatch services for Adams County emergency responders, Adams County OEM/EOC, and the Adams County Sheriff's Office. Current version of the Adams County Fire District map can be found on the Adams County website at:

http://www.adcogov.org/sites/default/files/Fire_Districts_18x44.pdf

6.3 Methods of Fire Protection and Suppression

Adams County has several Fire Protection Districts that provide response to all areas of the county. The County does not maintain a regular firefighting force, but has the ability to provide heavy equipment, such as road graders and bulldozers, in support of suppression efforts.

Surrounding Counties have a similar capacity and often provide mutual aid resources to fires within the county.

6.3.1 Reciprocal (Mutual Aid) Fire Assistance

Mutual aid is defined as assistance provided by an Assisting Agency at no cost to the Jurisdictional Agency. Assisting Agencies will, upon request (or voluntarily) take initial attack action in support of the Jurisdictional Agency. It shall be the responsibility of the Agency performing initial attack to notify the Jurisdictional Agency if their lands are involved or threatened. The Jurisdictional Agency will not be required to reimburse the Assisting Agency for costs incurred for the duration of the mutual aid period, unless other arrangements are agreed upon per C.R.S. sections 29-5-105 through 29-5-110.

Mutual Aid Period: For all fires occurring on lands in Adams County, each Agency will assume responsibility for its own expenses during the first 12 hours unless otherwise agreed upon by the Jurisdictional Agency. The normal mutual aid period within Adams County will be 12 hours from the time of initial dispatch of the incident or report of the fire to a dispatch center. Assisting Agencies may opt to extend mutual aid on a case by case basis after the initial 12 hour period. This agreement should be documented by the Incident Commander. Additionally, the mutual aid period may be ended early by the requesting agency if that will help fulfill the needs of the incident. After the end of the mutual aid period, outside agencies may be eligible for the reimbursement of operational costs from the Jurisdictional Agency.

Obligation: It is understood that no Assisting Agency will be required to assist, or be expected to commit resources to a Jurisdictional Agency which may jeopardize the protection of lands of the Assisting Agency. (*See Attachment #2*)

6.3.2 Acquisition of Services

Signatories to this plan agree to utilize established ordering procedures for the acquisition of services during a wildland fire. This may include ordering resources through Local Dispatch Centers, Local EOC's, County EOC's, the Interagency Dispatch System, or the State EOC.

In some cases, services may be acquired locally. In such instances, the County will be responsible for the acquisition and establishment of vendor financial documents. If ordered at the request of the State, the County may be reimbursed for the cost of the services provided.

6.4 Joint Projects and Project Plans

Nothing in this plan shall prohibit agencies from entering into joint project agreements. There are no joint project plans within Adams County currently for this plan cycle.

Standard project planning and written agreements will be utilized when entering into joint projects.

6.5 Fire Prevention

Education efforts will be coordinated with partner agencies. Each cooperating agency may release fire danger information as deemed necessary to enhance public awareness and safety with regard to the current fire conditions. News releases will be coordinated between cooperators to lend a unified approach to the current conditions when periods of High to Extreme fire danger or when red flag warnings are issued.

6.6 Public Use Restrictions

The purpose of fire restrictions and closures is to reduce the risk of human-caused fires during high fire danger and/or burning conditions, and for the protection of human life and property. Fire restrictions and closures are invoked on federal, state, county, and private lands under federal and state laws. Public information about restrictions must be broad-based, clear and coordinated.

When contemplating a closure to open burning or lifting of fire bans, all agencies and/or fire departments/districts will advise its cooperators of the situation and consider joint action(s) as needed.

The intent of this section is not to restrict the authority of individual land management agencies from independently placing timely restrictions or bans deemed necessary.

In the case of any restrictions on burning or public movements because of extreme fire danger, either by Governor's proclamation or by local issue, the County Sheriff will be responsible for enforcement on all non-federal lands, and may assist on other lands at the request of the appropriate agency. (See Appendix #3 – Burn Restrictions)

6.7 Burning Permits

Local fire departments / districts may require burn permits. Agricultural and ditch burns are exempt from permitting under state rules.

6.8 Prescribed Fire (Planned Ignitions) and Fuels Management

Senate Bill 13-083 directed the Division to implement a prescribed burn program in Colorado, including creating minimum standards for conducting prescribed burns on any area in the state, except for prescribed burning conducted by an agency of the federal government, pursuant to Section 24-33.5-1217. To be exempt from these standards, other users of prescribed fire, including local governments and non-governmental organizations must adopt or have already adopted guidelines or standards that are in substantial compliance with the intent of section 24-33.5-1217.5 for prescribed burning under their control.

Agricultural and ditch burning are exempt from these state rules.

Signatory agencies to this plan agree to abide by current laws, rules and standards when performing prescribed fire activities. The agencies may assist each other in all aspects of prescribed fire projects.

6.9 Smoke Management

The Colorado Air Pollution Prevention and Control Act (CRS 25-7-102) requires every prescribed fire project to have a smoke permit. Due to changes in policy, procedures, technology and State air quality standards, the smoke permitting process is subject to change. For the most up-to-date process and policy refer to the Colorado Department of

Public Health and Environment, Air Pollution Control Division (CDPHE-APCD) website at:
<https://www.colorado.gov/pacific/cdphe/categories/services-and-information/environment/air-quality/outdoor-burning>

Agricultural and ditch burning are exempt from these state rules.

7.0 OPERATIONS

7.1 Fire Notifications

The appropriate Communication Center will receive notification of a wildland fire and will dispatch the appropriate resources per policy. Whenever possible, the closest resource should be dispatched regardless of jurisdiction.

7.2 Boundary Line Fires

When a boundary line fire occurs; either fire district or county boundaries; the first arriving unit will establish command. Jurisdictional authority will be established after firefighter and public safety have been ensured.

7.3 Response to Wildland Fire

Fires within Adams County will initially be managed by the Fire District / Fire Department having jurisdictional authority. If the fire escapes during initial attack, and, the fire becomes beyond the ability of the local district to suppress; the fire may be transitioned to the county for management with management with concurrence of the Fire Chief (or his/her designee) and the County Sheriff (or his/her designee).

If the fire is beyond the ability of the county to manage, it may transition to the state for management, in part or as a whole, with the concurrence of the County Sheriff (or his/her designee) and a DFPC FMO.

All agencies within Adams County will utilize the Incident Command System for wildland firefighting operations.

Agencies responding to fires within their own jurisdiction may follow their policies on qualifications and personal protective equipment. Agencies responding outside of the county in response to a fire managed by the State or Federal Government will comply with current interagency standards on qualifications and personal protective equipment.

7.3.1 Special Management Considerations

Repair of impacts caused by fire suppression action is normally conducted during suppression operations and is covered by a cost-share agreement, if one is in place.

7.3.2 Decision Process

When a fire is transitioned from County to State management, DFPC requires that the management decision process for the transition be documented. (See *Attachment #4*)

7.3.3 Cooperation

All of the fire protection districts within Adams County have current mutual aid agreements in place and agree to cooperate to the extent possible to bring rapid stabilization of wildland fires occurring in, near, and around Adams County. (See *Attachment #2*.)

The County and the State agree to cooperate to the extent possible to plan for and respond to fire incidents within the county.

7.3.4 Communication

All parties agree that a common communications plan is essential during a wildland fire event. As such, a common “Command” talk group will be established that all responders can operate on, and that can be monitored by the appropriate Communication Center.

Separate “Tactical” talk groups should be established for each division of the fire. These need to be accessible to all responders assigned to that division as well as the Incident Commander. (See *Attachment #5*)

To accomplish this, a radio “bridge” may be required to join un-like radios together.

7.4 Cost efficiency

It is a goal of Adams County and the State of Colorado to provide cost efficient services. Agency administrators will make every effort to ensure cost effectiveness during firefighting operations. However, cost efficiencies will not take priority over firefighter or public safety. Additionally, the potential long term financial impacts of the fire should be considered and balanced against the short term costs savings of not ordering needed resources.

7.5 Delegation of Authority

A written delegation of authority will be generated whenever an agency, other than the authority having jurisdiction, will take over the management of a fire. A delegation of authority may also be made to the incident commander and the incident command team.

The delegation does not absolve the authority having jurisdiction from any legally owed responsibility. It does however; provide another agency or individual, the authority and power to act on behalf of the agency delegating the authority. It also lists the parameters of the delegated authority.

A delegation of authority should include the following items;

- Authority having jurisdiction who is delegating authority
- Agency or individual accepting authority
- Specific authorities delegated
- Specific limits to the authority
- End terms of the authority.

7.6 Preservation of Evidence

All parties agree to participate, to the extent legally possible, to assist each other in the investigational process. This includes the preservation of evidence.

The State requires that any fire for which DFPC has assumed responsibility, the County Sheriff shall conduct an investigation into the cause of said fire. All of the investigational materials will be made available to DFPC to include evidence, notes, interviews, and the final investigation package. DFPC will not directly be responsible for criminal prosecution. This remains the responsibility of the law enforcement agency having jurisdiction.

8.0 STATE EMERGENCY FIRE FUND (EFF)

Adams County is not a participant in the Emergency Fire Fund.

9.0 USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

9.1 Cost Share Agreement (Cost Share Methodologies)

For fires that have shared financial responsibility, a cost share agreement will be produced. While each fire will be evaluated differently and may require different cost share methodologies, the basic premise for a cost share agreement is to create one that is fair and balanced for all parties.

A standard method for creating a cost share agreement is one where the total acres burned are calculated and then the percentage of acres burned within each jurisdiction are calculated. These percentages are then used for the final cost calculations for each agency.

Example: The fire burned 1000 acres. 500 acres in district A and 500 acres in district B. This equates to an even 50% split. The total cost would be split 50/50 with both agencies. Exemptions can be made for high cost items such as aircraft that may have only been utilized in one jurisdiction.

For fires where the State has taken management/financial responsibilities, the County will maintain a reasonable minimum commitment as part of a cost share methodology. The minimum commitment will be documented and will be on an incident by incident basis.

The County commitment can be resources such as heavy equipment, law enforcement, incident command personnel, or facilities and logistical needs

9.2 Training

The Colorado Division of Fire Prevention and Control (DFPC) will serve as the representative to the Fort Collins Interagency Dispatch Zone Training Committee. This Training Committee uses input from all agencies with wildland fire responsibilities including the County, Fire Protection Districts, and Volunteer Fire Departments to determine the training needs for the zone.

DFPC has the ability to assist with the provision of wildland fire training within the county. DFPC will assist agencies as available with requested trainings. With the exception of custom courses designed for specific objectives, all training provided by DFPC will follow the current National Wildfire Coordinating Group standards as outlined in PMS 901-1 "Field Managers Course Guide". The costs for these courses will be negotiated on a case by case basis.

9.3 Communication Systems

For the purposes of conducting business authorized by this plan, all parties to this operating plan agree that assisting agencies may use the jurisdictional agency's radio frequencies as needed to conduct emergency communications on fires of the jurisdictional agency. No party to this operating plan will use, or authorize others to use, another agency's radio frequencies for routine day to day operations.

Adams County currently utilizes a number of 700 MHz and 800 MHz radio systems including the state 800 MHz Digital Trunked Radio System for its daily operations. A State Mutual Aid Channel (MAC) may be assigned by dispatch for out of area resources responding within the county.

Resources from outside of Colorado do not have the ability to operate on the FRCC (Front Range Communication Consortium) or Colorado RS radio systems. As such, when out of state resources enter Adams County they will be assigned an appropriate talk group according to the IAP and communication plan of the specific incident. Nebraska specific resources will utilize VFIRE (VHF) frequencies that can be "bridged" by the appropriate Communication Center.

VHF radio frequencies may be needed for certain aviation resources. Generally, the VFIRE frequencies may be available for this purpose.

9.4 Fire Weather Systems

Information on Fire Weather Stations, Fire Danger, Current Fire Situation, Current Fire Restrictions, and other information can be seen at the FTC website:

http://gacc.nifc.gov/rmcc/dispatch_centers/r2ftc/

Red Flag/Fire Weather Announcements - The National Weather Service in Boulder and Goodland periodically issues "FIRE WEATHER" watch and "RED FLAG" warning bulletins. Fire Weather Forecast information can be seen at the National Weather Service's Fire Weather Index Page:

<http://www.crh.noaa.gov/bou/awebphp/fireindx.php>

9.5 Aviation Operations

County and the Fire Districts within the county may contract with local aviation resources for fire suppression. The benefiting agency will be responsible for establishing ordering, use, and reimbursement guidelines for the utilization of said aircraft.

Other firefighting aircraft may be ordered through the Fort Collins Interagency Dispatch Center (FTC). The benefiting/requesting agency may be wholly responsible for any and all costs associated with such resources.

Fire Protection Districts operating within their legally defined borders, may order aircraft as needed without prior approval of county or state officials. Orders for aircraft will first be sent to the appropriate Communication Center, who will then contact Fort Collins Interagency Dispatch. The Fire District will be responsible for any and all costs associated with the ordering of aircraft for a fire.

Aircraft ordered from Fort Collins Interagency Dispatch will operate on VHF radio frequencies and not the DTRS. The incident MUST have VHF communications in place when ordering aircraft. The VFIRE frequencies are available for use for this purpose. Aircraft that cannot communicate with ground forces will not engage in suppression operations.

The DFPC sponsors a State of Colorado Aviation Program, including fixed wing and rotor wing assets, for use on wildland fires within the State of Colorado. These assets have home bases, but frequently move locations to preposition in areas of risk. Requests to have State of Colorado aviation assets moved to cover a specific area (such as Adams County) should be made by local cooperators through the DFPC Regional FMO. Requests on wildfires for all state aviation resources, except the Multi-Mission Aircraft will be made through FTC Dispatch”.

To request a DFPC MMA, contact the State Emergency Operations Line at (303) 279-8855. Request to order the DFPC MMA and also to speak to the DFPC Duty Officer. The key is to call early as possible.

See current procedures and request form at:

<https://www.colorado.gov/pacific/dfpc/request-mma>

National Guard helicopters with water buckets may be available for use. These resources should only be ordered after Interagency advised they cannot fill the request and then they MUST be ordered through the State EOC’s process and may take several hours to mobilize. These resources will utilize VHF radios for communications. The benefiting/requesting agency may be wholly responsible for any and all costs associated with National Guard resources.

The following information will be included in the aircraft request:

- ✓ Incident Name
- ✓ Location (legal description and/or latitude and longitude)
- ✓ Jurisdiction
- ✓ Air Contact with air to air radio frequency
- ✓ Ground Contact with air to ground radio frequency
- ✓ any other aircraft in the area
- ✓ Weather conditions on the fire

- ✓ Recommended aviation frequencies
- ✓ Values at risk

9.6 Billing Procedures

The procedure for reimbursement through DFPC will occur via the Cooperative Resource Rate Form (CRRF). Billing may be made for equipment and/or personnel listed on the CRRF with the corresponding documentation. Current procedures and forms can found at the DFPC website at: <https://www.colorado.gov/pacific/dfpc/wildland-fire-billing>.

9.7 Cost Recovery

Both the County and the State reserve the right to pursue reasonable cost recovery efforts for equipment, personnel, and supplies utilized in response to a wildland fire that extends beyond the mutual aid period. This includes the facilities and administrative fee, also known as indirect rate. This includes pursuing legal action against any party determined to be responsible for the cause of the fire.

10.0 GENERAL PROVISIONS

This AOP is the framework for cooperation between the State and the County. It does not supersede any other lawful policy, rule, or procedure. This AOP may be utilized as part of the Counties master emergency operations plan. The County is encouraged to create AOP's, MOU's and Agreements with their local response agencies.

10.1 Personnel Policy

Each agency agrees to follow its own personnel policy and procedures. All government employees shall be employed at their regular salary rate. All non-government employees will be paid at agency department rates. If no agency department rates have been set, then DFPC established rates will be used. These can be found at the DFPC website at:

<https://www.colorado.gov/pacific/dfpc/wildland-fire-billing>

10.2 Modification

Changes may be made to this plan at any time during the plan cycle as needed. These changes must have the concurrence of all parties before being placed into the plan document.

10.3 Annual Review

This plan requires annual review and will require re-authorization by all parties prior to April 1 of each year.

10.4 Duration of Plan

This plan is to be considered in full effect upon the date of the signatures. This plan will remain in effect until rescinded by the parties, or until [April 1, 2019](#), whichever occurs first.

10.5 Previous Plans Superseded

Any and all previously dated Annual Operating Plans pertaining to wildland fire within Adams County are hereby null and void upon the date of the signatures on this current plan.

11.0 SIGNATURES

Authorized Representatives

ADAMS COUNTY SIGNATURES

Signature

Date

Michael McIntosh

Printed Name

County Sheriff

Title

Signature

Date

Mary Hodges

Printed Name

County Commissioner

Title

COLORADO DIVISION OF FIRE PREVENTION & CONTROL SIGNATURE

Signature

Date

Dan Escobedo

Printed Name

DFPC Regional Fire Management Officer

Title

FEDERAL LAND MANAGEMENT AGENCY SIGNATURES

UNITED STATES FISH AND WILDLIFE SERVICE

Signature

Date

David Lucas
Printed Name

Project Leader; Rocky Mountain Arsenal NWR
Title

ATTACHMENT #1

Agreement for Cooperative Wildfire Protection in Adams County

**AGREEMENT
FOR
COOPERATIVE WILDFIRE PROTECTION**

This Agreement is made by and between Adams County, Colorado acting through its Board of County Commissioners and Michael McIntosh, the Sheriff of the County and the State of Colorado acting by and through the Department of Public Safety for the benefit of the Division of Fire Prevention and Control.

A. AUTHORITIES

C.R.S. § 24-33.5-707.	Local and Interjurisdictional Disaster Agencies and Services
C.R.S. § 24-33.5-709	Local Disaster Emergencies
C.R.S. § 24-33.5-1201.	Division of Fire Prevention and Control
C.R.S. § 24-33.5-1202.	Definitions
C.R.S. § 24-33.5-1203.	Duties of Division
C.R.S. § 24-33.5-1217.3.	Authority to Permit Controlled Burns During Drought Conditions
C.R.S. § 24-33.5-1217.5.	Minimum Prescribed Burning Standards
C.R.S. § 24-33.5-1218.	Cooperation with Governmental Units
C.R.S. § 24-33.5-1219.	Wildland Fires – Duty of Sheriff to Report
C.R.S. § 24-33.5-1220.	Funds Available – Emergency Fire Fund
C.R.S. § 24-33.5-1221.	State Responsibility Determined
C.R.S. § 24-33.5-1222.	Cooperation by Counties
C.R.S. § 24-33.5-1223.	Sheriffs to Enforce
C.R.S. § 24-33.5-1224.	Limitation of State Responsibility
C.R.S. § 24-33.5-1225.	Emergencies
C.R.S. § 24-33.5-1226.	Wildfire Emergency Response Fund
C.R.S. § 24-33.5-1228.	Colorado Firefighting Air Corps
C.R.S. § 29-1-101, <i>et seq.</i>	Local Government Budget Law
C.R.S. § 29-22.5-101, <i>et seq.</i>	Wildland Fire Planning
C.R.S. § 30-10-512.	Sheriff to Act as Fire Warden
C.R.S. § 30-10-513.	Duties of Sheriff – Coordination of Fire Suppression Efforts for Forest, Prairie, or Wildland fire - expenses
C.R.S. § 30-10-516.	Sheriffs to Preserve Peace – Command Aid
C.R.S. § 30-11-107(1) (o).	Powers of the Board of County Commissioners

B. RECITALS

1. In accordance with C.R.S. § 29-22.5-103(3)(a), the DFPC is designated the lead Colorado State Agency for Wildland Fire suppression as identified in the Colorado State emergency operations plan.

2. In accordance with C.R.S. § 24-33.5-1203(1)(h), the DFPC provides technical assistance, upon request, to the County, the Sheriff, and Fire Departments on local fire safety

matters such as fire prevention, fire protection, fire investigation, and emergency medical services.

3. In accordance with C.R.S. § 24-33.5-1203(1)(k) and (m), the DFPC, upon request, assists the County, the Sheriff, and Fire Departments' efforts to procure, inspect, and maintain Wildland Fire resources and equipment, and the County, the Sheriffs and Fire Departments' efforts to organize, train, and equip personnel to detect, contain, and extinguish Wildland Fires.

4. In accordance with the *Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement for the State of Colorado*, as amended, the DFPC facilitates input of eligible Fire Department, County, Sheriff and State Wildfire resources into the ROSS, from which those resources can be ordered when needed. DFPC also administers and manages the IQS program, which is used to track NWCG qualifications for Fire Department, County, Sheriff, and State personnel and enters such personnel into the ROSS.

5. In accordance with C.R.S. §§ 24-33.5-1203(1)(m), 24-33.5-1231, and other applicable statutes, the DFPC administers certain State and Federal programs related to the County, the Sheriff, and Fire Departments' Wildland Fire duties and responsibilities such as the FEPP Program, DFPC engine program, and other grant programs.

6. In accordance with C.R.S. § 24-33.5-1228, the DFPC manages the Colorado firefighting air corps.

7. In accordance with C.R.S. § 29-22.5-103(1)(a), the chief of the fire department in each fire protection district in the state is responsible for the management of Wildland Fires that occur within the boundaries of his or her district and that are within the capability of the fire district to control or extinguish.

8. In accordance with C.R.S. § 29-22.5-103(2)(a), the Sheriff is the fire warden of the county and is responsible for the planning for, and the coordination of, efforts to suppress County Responsibility Fires. Further, pursuant to C.R.S. § 29-22.5-103(2)(b), the Sheriff is responsible for appointing a Local Incident Management Team to provide the command and control infrastructure required to manage a County Responsibility Fire, and for assuming financial responsibility for the Wildland Firefighting efforts on behalf of the County in compliance with the terms of the Local Government Budget Law of Colorado, C.R.S. § 29-1-101, *et seq.*

9. In accordance with C.R.S. § 29-22.5-104(1), the Sheriff may develop and update as necessary a wildfire preparedness plan for the unincorporated areas of the county in cooperation with any fire district with jurisdiction over such unincorporated areas.

10. In accordance with C.R.S. § 24-33.5-707(10)(a), the Sheriff is responsible for coordination of all search and rescue operations within the Sheriff's jurisdiction.

11. In accordance with C.R.S. § 30-10-516, the Sheriff is responsible for preserving the peace within the county.

12. In accordance with C.R.S. § 30-10-513(2), with the Sheriff's concurrence, the DFPC may assume any of the Sheriff's Wildland Fire duties or responsibilities.

13. In accordance with C.R.S. §§ 29-22.5-103(2)(c) and 30-10-513(1)(d), in the case of a State Responsibility Fire, the Sheriff and the DFPC are required to enter into an agreement concerning the transfer of authority and responsibility for fire suppression and the retention of responsibilities under a Unified Command Structure.

14. In accordance with C.R.S. §§ 24-33.5-707(2) and 24-33.5-709, the County is responsible for declaring a local disaster emergency as well as maintaining a disaster agency or participating in a local or interjurisdictional disaster agency.

C. PURPOSE

The purpose of this Agreement is to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services, and funds among the Parties in sustaining and implementing Wildland Fire management activities, such as prevention, preparedness, communication and education, hazard mitigation, fire planning, response strategies, tactics and alternatives, suppression and consideration of post-fire rehabilitation and restoration. It is the Parties' intent that this Agreement addresses both Wildland Fires in Wildland Areas and Wildland Fires in Wildland-Urban Interface areas.

D. DEFINITIONS

"Agency Administrator." Pursuant to the May 2008 *ICS Glossary*,¹ the chief executive officer (or designee) of the agency or jurisdiction that has responsibility for the incident.

"Agency Representative." Pursuant to the May 2008 *ICS Glossary* an individual assigned to an incident from an assisting or cooperating agency who has been delegated authority to make decisions on matters affecting that agency's participation at the incident.

"Agreement." This *Agreement for Cooperative Wildfire Protection*.

"Assumption of Fire Control Duty Agreement." A written agreement between the County, the Sheriff, and the DFPC concerning the scope of the transfer of responsibility and control over a Wildland Fire from the County and the Sheriff to the DFPC in the case of a State Responsibility Fire. The Assumption of Fire Control Duty Agreement may allocate costs and shall articulate any authority delegated to the DFPC by the Sheriff and any authority and duties retained by the Sheriff.

"Colorado Emergency Operations Line." The Colorado Division of Homeland Security and Emergency Management's point of contact for the County and the Sheriff to report

¹ <http://www.training.fema.gov/emiweb/is/icsresource/glossary.htm>.

Wildland Fires or to request any all-hazard assistance. This number will connect emergency managers with the on-duty communications personnel of the Colorado Department of Public Safety who will then notify the appropriate DFPC Fire Management Officer.

"Colorado Prescribed Fire Planning and Implementation Policy Guide." The DFPC's annual guide that provides standardized procedures specifically associated with the planning and implementation of prescribed fire, accessible via the *Wildland Fire Management* page of DFPC's website.

"County." Adams County, Colorado acting through its Board of County Commissioners.

"County AOP." The *County Annual Operating Plan* is an aspirational planning document between the County, the Sheriff, the DFPC, Federal land agencies, and other possible participants, adopted on an annual basis. The County AOP documents how interagency cooperation is to be implemented within the county on an annual basis. The template is attached as Exhibit A.

"County Responsibility Fire." A Wildland Fire occurring in the unincorporated area of the county outside the boundaries of a fire protection district or a Wildland Fire that exceeds the capabilities of a fire protection district to control or extinguish.

"DFPC" or "Division." The Colorado Division of Fire Prevention and Control.

"DFPC Analysis Form." The analysis form used by the DFPC and the Sheriff to determine whether a Wildland Fire meets the criteria to be elevated to a State Responsibility Fire or may otherwise qualify for State coordinated financial assistance. The form is attached hereto as Exhibit B. The Parties agree that changes or amendments to the DFPC Analysis Form as currently attached to this Agreement will be made through the rule making process described in C.R.S. § 24-4-103, by January 31, 2016, and will be incorporated in this Agreement after promulgation.

"Disaster." Pursuant to C.R.S. § 24-33.5-703(3), the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural cause or cause of human origin, including but not limited to a Wildland Fire, existing in the state or in any county, city, town, or district in the state.

"EFF." Means the Emergency Fire Fund as defined in C.R.S. § 24-33.5-1202(3.8) and § 24-33.5-1220, *et seq.*

"FEPP Program." The Federal Excess Personal Property Program enacted by Congress under the Federal Property and Administrative Services Act of 1949 (June 30, 1949, Pub. L. 152, Ch. 288, 63 Stat. 377) and the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. § 2101 *et seq.*) through which DFPC is responsible for building and maintaining fire equipment in the State of Colorado.

“Fire Department.” Pursuant to C.R.S. § 24-33.5-1202(3.9), the duly authorized fire protection organization of a town, city, county, or city and county, a fire protection district, or a metropolitan district or county improvement district that provides fire protection.

“Incident Commander.” Pursuant to C.R.S. § 29-22.5-102(2), the individual responsible for the overall management of the incident including developing incident objectives and managing all incident operations, by virtue of explicit legal, agency, or delegated authority.

“IQS.” The Incident Qualification System developed by the National Association of State Foresters. IQS is a software program that allows the user to track incident qualifications, experience, tasks books and fitness levels for organization/agency personnel.

“Local Incident Management Team.” Pursuant to C.R.S. § 29-22.5-102(4), a single or multi-agency team of capable individuals formed and managed at the local or county level and created or activated when necessary to provide the command and control infrastructure required to manage a major or complex incident requiring a significant number of local and mutual aid resources.

“Mutual Aid Agreement.” Pursuant to C.R.S. § 29-22.5-102(5), a written agreement between or among federal, state, and local agencies in which the agencies agree to assist one another upon request by furnishing such resources as personnel and equipment.

“NFIRS.” The National Fire Incident Reporting System or its successor system.

“NIMS.” Pursuant to C.R.S. § 29-22.5-102(6), the National Incident Management System is the national command and management system developed by the U.S. Department of Homeland Security to provide a unified approach to incident management.

“NWCG.” The National Wildfire Coordinating Group.

“Party” or “Parties.” “Party” means the County, or the Sheriff, or the DFPC and “Parties” means the County, the Sheriff and the DFPC.

“Prescribed Burning.” Pursuant to C.R.S. § 24-33.5-1202(8.3), the application of fire, in accordance with a written prescription for vegetative fuels, under specified environmental conditions while following appropriate precautionary measures that ensure public safety and that is confined to a predetermined areas to accomplish public safety or land management objectives. The term excludes controlled agricultural burns and controlled ditch burns.

“ROSS.” The Resource Ordering and Status System chartered by the National Wildfire Coordinating Group and managed by the U.S. Forest Service. ROSS is a nationwide,

web-based database system that tracks all tactical, logistical, service and support resources mobilized by the incident dispatch community.

“Sheriff.” The Sheriff of the county.

“State.” The State of Colorado.

“State Responsibility Fire.” A County Responsibility Fire that exceeds the County and the Sheriff’s capability to control or extinguish as exhibited by the DFPC Analysis Form and for which DFPC has assumed fire control duty as provided in the Assumption of Fire Control Duty Agreement and determined that the fire meets the criteria for EFF, or for State-coordinated financial assistance.

“Unified Command” or “Unified Command Structure.” Pursuant to C.R.S. § 29-22.5-102(8), the incident commanders representing agencies or jurisdictions that share responsibility for the incident manage the response from a single incident command post, allowing agencies with different legal, geographic, and functional authorities and responsibilities to work together effectively without affecting individual agency authority, responsibility, or accountability.

“Wildland Area.” Pursuant to C.R.S. § 29-22.5-102(9), an area in which development is essentially nonexistent, except for roads, railroads, power lines, and similar infrastructure, and in which structures, if present, are widely scattered.

“Wildland Fire.” Pursuant to C.R.S. § 29-22.5-102(10), an unplanned or unwanted fire in a Wildland Area, including unauthorized human-caused fires, out-of-control prescribed fires, and all other fires in Wildland Areas where the objective is to extinguish the fire. For purposes of this Agreement, Wildland Fire also includes fires in the Wildland Urban Interface area.

“Wildland Urban Interface” or “WUI.” The line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels. Describes an area within or adjacent to private and public property where mitigation actions can prevent damage or loss from wildfire. *See* NWCG Glossary of Wildland Fire Terminology – PMS-205, October 2014.

“Wildland-Urban Interface Fire” or “WUI Fire.” An unplanned or unwanted fire involving vegetative fuels in the Wildland Urban Interface, including unauthorized human-caused fires, out-of-control prescribed burning, and all other fires involving vegetative fuels in the WUI where the objective is to extinguish the fire. *See* FEMA 2010 National Fire Incident Reporting System Complete Reference Guide.

“Wildfire.” For purposes of this Agreement, either a Wildland Fire in a Wildland Area or a Wildland-Urban Interface Fire in a Wildland-Urban Interface area.

E. ACKNOWLEDGEMENT OF SUPPLEMENTS TO THIS AGREEMENT

County AOPs, Assumption of Fire Control Duty Agreements, Cost Share Agreements, or other supplements to this Agreement further describe the working relationships, financial arrangements and joint activities not otherwise specified under the terms of this Agreement.

F. HIERARCHY AND PRECEDENCE FOR AGREEMENTS AND EXHIBITS

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

1. The Colorado Special Provisions;
2. The provisions of the main body of this Agreement, and any amendments thereto;
3. Executed EFF Agreement for EFF Counties;
4. Executed Cost Share Agreements;
5. Executed Assumption of Fire Control Duty Agreements;
6. Executed County AOPs;
7. Executed DFPC Analysis Forms.

The Parties to this Agreement hereby acknowledge and agree that any changes the DFPC Analysis Form made by DFPC pursuant to its power to promulgate rules and regulations set forth in C.R.S. § 24-4-103, *et seq.* may result in an updated version of such document and shall be incorporated into this contract. If such document has been updated after the effective date of this Agreement, the DFPC will provide the Parties with such updated document.

G. AGREEMENT

Section 1. PLANNING

1.1 County AOP. Prior to April 1 of each year, the Parties, along with other agencies having Wildland Fire responsibilities within the county, shall jointly prepare, review, update, execute, and distribute a County AOP. The DFPC shall arrange the date and location of the County AOP meeting(s), and shall be the lead coordinator and facilitator of the County AOP. The Parties acknowledge and agree that with the Sheriff's consent, Fire Departments may participate in County AOP meeting(s) and negotiations and may execute the County AOP as a party. The County AOP shall be in the format of the template attached hereto as Exhibit A, *County Annual Operating Plan Template*. However, the Parties may revise the County AOP to comport with the County's emergency operations plan, Mutual Aid Agreements, community wildfire protection plans, county wildfire preparedness plan, or any other agreements with Fire Departments or other governmental entities. Further, the Parties acknowledge and agree that the County AOP is an aspirational plan documenting how Wildland Fire cooperation is implemented within the county.

1.2 Execution of the County AOP. All Parties recognize the importance of clear plans in the event of a Wildland Fire. For this reason, all Parties will make a good faith effort to execute a County AOP by April 1 of each year. Failure to execute a County AOP by the April 1 deadline will not result in a penalty to any Party pursuant to this Agreement. The Parties may jointly extend the April 1 deadline upon the written mutual consent of all Parties and the provision of written notice of the same being sent to all the participants in the prior year's County AOP.

1.3 Intergovernmental Agreements Concerning State Owned Lands. The Parties acknowledge that pursuant to C.R.S. § 24-33.5-1221(2), the County may be required to enter into intergovernmental agreements prior to January 1, 2017, with certain state agencies that own lands within the county.

Section 2. ROLES AND RESPONSIBILITIES IN A COUNTY RESPONSIBILITY FIRE

2.1 County and Sheriff Responsibilities. The County and Sheriff are fiscally and operationally responsible, respectively, for a County Responsibility Fire as described in C.R.S. §§ 29-22.5-103 (2)(b) and 30-11-107(1)(o). Thereby, for the duration of a County Responsibility Fire and pursuant to any applicable emergency operations plan, Mutual Aid Agreements, community wildfire protection plans, county wildfire preparedness plans, cost share agreement, or other agreements between the County and Fire Departments or other governmental entities, the Sheriff shall appoint a Local Incident Management Team to provide the command and control infrastructure necessary to manage a County Responsibility Fire. The Local Incident Management Team may consist of a single individual serving as Incident Commander. On behalf of the County, the Sheriff shall assume financial responsibility for Wildland Fire suppression efforts and the authority for the ordering and monitoring of resources subject to compliance with State law.

2.2 DFPC Responsibilities. The State's principal role during a County Responsibility Fire is to support the County and the Sheriff in their response to the Wildland Fire. Thereby, for the duration of a County Responsibility Fire, the DFPC shall administer certain State programs related to the County and Sheriff's Wildland Fire duties and responsibilities, such as the Wildfire Emergency Response Fund program set forth in C.R.S. § 24-33.5-1226 and the Colorado Firefighting Air Corps program created pursuant to C.R.S. § 24-33.5-1228. If requested by the Sheriff, the DFPC shall appoint an Agency Representative who shall provide technical assistance to the Sheriff and the appointed Local Incident Management Team. Further, the DFPC shall reply to all requests for State personnel, resources, and equipment from the County, Sheriff, or the Local Incident Management Team, even if the DFPC cannot provide the requested personnel, resources, and/or equipment. Finally, the DFPC may enter into separate agreements with the County and the Sheriff to provide the requested personnel, resources, and/or equipment.

Section 3. ROLES AND RESPONSIBILITIES IN A STATE RESPONSIBILITY FIRE

3.1 Procedure for Elevating a County Responsibility Fire to a State Responsibility Fire. Pursuant to C.R.S. § 29-22.5-103(2)(c), when the Sheriff determines that a County

Responsibility Fire exceeds the County's capability to control or extinguish the Wildland Fire, the Sheriff shall request assistance from DFPC through the Colorado Emergency Operations Line and, in addition, by any other available means of communication the Sheriff so chooses. Following such a request for assistance, the DFPC and the Sheriff will assess the severity of the fire utilizing the *DFPC Analysis Form*. The Wildland Fire shall be elevated to a State Responsibility Fire when the DFPC Analysis threshold has been met and the Parties enter into an Assumption of Fire Control Duty Agreement whereby the Parties will allocate responsibilities related to fire suppression responsibilities and financial responsibilities.

If the County participates in the Emergency Fire Fund program, the DFPC shall assess whether a Wildland Fire qualifies for Emergency Fire Fund assistance by following the procedures outlined in the County's Memorandum of Understanding: For Participation in the Colorado Emergency Fire Fund.

3.2 County and Sheriff Responsibilities. For the duration of a State Responsibility Fire, the Sheriff, at the Sheriff's discretion, may serve or appoint someone to serve within the Unified Command Structure as an Agency Administrator. The Sheriff's Agency Administrator shall, at the Sheriff's discretion, in consultation and cooperation with DFPC's Agency Administrator, appoint an Incident Commander. The Sheriff's Agency Administrator shall work collaboratively with DFPC's Agency Administrator to identify objectives and concerns to share with the Incident Commander within the Unified Command Structure. If the Sheriff elects to not serve as or appoint an Agency Administrator, the Sheriff shall serve as or appoint an Agency Representative.

3.3 DFPC Responsibilities. For the duration of a State Responsibility Fire, the DFPC shall administer EFF and/or State funds for fire management costs and appoint an Agency Administrator who shall represent the State in accordance with the delegation of authority contained in an Assumption of Fire Control Duty Agreement. DFPC's Agency Administrator shall, in consultation and cooperation with any appointed Sheriff's Agency Administrator, appoint an Incident Commander. The DFPC Agency Administrator shall work collaboratively with any appointed Sheriff Agency Administrator to identify objectives and concerns to share with the Incident Commander within the Unified Command Structure.

3.4 Parties' Mutual Responsibilities. In the case of a State Responsibility Fire, the Parties shall enter into the following separate agreements specifically addressing, at a minimum, the bulleted subjects:

Assumption of Fire Control Duty Agreement:

- Transfer of authority and responsibility for fire suppression to DFPC;
- Specific limitations to the fire control duty assumed by DFPC;
- Description of the powers and responsibilities retained by the County and Sheriff and those delegated to the DFPC;

Cost Share Agreements:

- Outline of the Parties' various financial responsibilities and the authority for the ordering and monitoring of resources; and

Return of Authority Agreement:

- Criteria and procedures to be utilized by the Parties to determine when the County and the Sheriff will again be capable of controlling or extinguishing the Wildfire allowing the State Responsibility Fire to be lowered to a County Responsibility Fire.

Because the Parties may maintain separate legal and functional authority and responsibility related to a State Responsibility Fire, responsibility for tasks beyond fire suppression may be included or excluded from the agreements described above upon agreement of the Parties.

3.5 All Parties Agree. No Party shall delay suppression efforts while deciding jurisdictional responsibilities for fires in which suppression is the appropriate management response.

3.6 Appeal of Determination of State Responsibility Fire. Review of the DFPC's use of the *DFPC Analysis Form* in analyzing a potential State Responsibility Fire that will be in accordance with the provisions of C.R.S. § 24-4-106.

Section 4. WILDFIRE PREPAREDNESS

4.1 County and Sheriff Responsibilities. The County and the Sheriff shall comply with the Wildland fire planning responsibilities as set forth in C.R.S. § 29-22.5-101, *et seq.* and the provisions of C.R.S. §§ 30-10-513 and 30-10-513.5. The County and the Sheriff agree to identify for DFPC any designated individuals other than the Sheriff with the authority to make wildfire preparedness decisions. The County and Sheriff agree to work collaboratively with the DFPC's Regional Fire Management Officer in the coordination of the State-owned engine program and training. The County and Sheriff agree to cooperate in organizing, training, equipping, and maintaining of Wildland firefighting forces within the county. The County and Sheriff agree to communicate with local Fire Departments, as needed, to ensure relevant information is available to the County, the Sheriff, and local Fire Departments. The County and Sheriff may enter into agreements with local Fire Departments that identify the procedures necessary to transition financial and overall management of a Wildland Fire from the local Fire Department to the Sheriff, define control capabilities, and establish cost-share principles.

4.2 DFPC Responsibilities. The DFPC shall assist the County and the Sheriff, upon request, in organizing and training County, Sheriff, and cooperator forces to detect, contain, and extinguish Wildland Fires. Through administration of the FEPP program, the DFPC shall assist the County and the Sheriff in the procurement, inspection, and arrangement for maintenance of major Wildland Fire equipment. To the extent grant programs are available, the DFPC shall also administer grant programs to assist the County and the Sheriff in acquiring Wildland Fire equipment, training, and suppression support. The DFPC shall encourage and provide assistance in the development of County Wildland Fire plans pursuant to C.R.S. § 29-22.5-101(1)(d). The DFPC shall work with the County and the Sheriff in the coordination of the DFPC engine program and training. The DFPC shall also manage and administer the IQS program and provide the County, the Sheriff, and Fire Departments with IQS access, training, program guidelines, and

terms of use. The DFPC may inspect records for the purposes of verifying NWCG qualifications for Fire Department, County, and State personnel.

Section 5. WILDFIRE PREVENTION

5.1 County Responsibilities. Pursuant to C.R.S. § 30-15-401(1)(n.5)(I), the County may ban open fires within the county. In considering multi-county or statewide open burning restrictions that impact other counties pursuant to C.R.S. § 24-33.5-1225, the County will inform the DFPC so that the DFPC may aid the counties in advising the Governor in issuing a proclamation against open burning and/or public movements in any area of the State spanning multiple counties to avoid overbroad burn bans. The County shall, to the extent possible, include and follow the public use restrictions outlined in the County AOP. The County agrees to work cooperatively with the DFPC to coordinate public fire prevention messages provided to the media as outlined in the County AOP.

5.2 DFPC Responsibilities. The DFPC shall confer with the County about the need for fire restrictions, and upon determining the need for restrictions on open burning and/or public movements affecting more than one county, recommend to the Governor the imposing or lifting of restrictions for burning and/or public movements, and inform affected counties of the Governor's decision. The DFPC, in cooperation with the County, shall coordinate public fire prevention messages provided to the media as outlined in the County AOP.

Section 6. WILDFIRE DETECTION AND NOTIFICATION

6.1 Sheriff Responsibilities. The Sheriff shall comply with the reporting provisions set forth in C.R.S. § 24-33.5-1219, via the Colorado Emergency Operations Line and its notification responsibilities as outlined in the County AOP.

6.2 DFPC Responsibilities. The DFPC shall immediately forward all notifications it receives of possible Wildland Fire within the county to the Sheriff, or the Sheriff's designee, for further action as outlined in the County AOP.

Section 7. INVESTIGATIONS

The Sheriff shall conduct, or cause to be conducted, an investigation as to the cause of all State Responsibility Fires suspected to be human-caused in order for the DFPC to facilitate reimbursement of costs expended in fire suppression efforts. The Sheriff shall endeavor to provide the DFPC with a copy of a preliminary investigation report concerning the cause and origin of the fire within thirty (30) calendar days after the Wildland Fire is controlled, or as soon as practicable thereafter. The Sheriff shall provide a final report upon the conclusion of the investigation but not later than nine (9) months after the date the Wildland Fire is declared contained to aid the DFPC in meeting the one year reporting deadline for recovering federal grant monies or other reimbursements. If the Sheriff cannot provide the final report within nine (9) months, the Sheriff shall provide a written notice to the DFPC no later than nine (9) months after the date the Wildland Fire is declared contained regarding: 1) the status of the investigation; 2) when the final report will be complete; and 3) whether charges have been filed

or an arrest has been made. The Sheriff shall also provide periodic updates to the DFPC, on the status of the investigation until the final report is provided if requested by the DFPC. If the Sheriff does not provide the final report or written notice to the DFPC as described above, the DFPC may not be able to recover grant monies or other reimbursements. Notwithstanding the foregoing, the Sheriff shall not be responsible for conducting investigations on any federally owned or managed lands.

Section 8. REPORTING

8.1 *All Parties Agree.* The Parties recognize that Wildland fire management funding is tied to accurate and complete statistical reporting, and will work together to encourage fire response agencies within the County to report statistical wildfire data to the DFPC via NFIRS.

8.2 *Sheriff Responsibilities.* The Sheriff shall report, or cause to be reported, to the DFPC all County Responsibility Fires utilizing the NFIRS or its successor system.

8.3 *DFPC Responsibilities.* The DFPC shall use the data obtained pursuant to Section 8.1 and 8.2 for required federal reporting and to apply for grant funding as available, and the DFPC shall maintain such data for at least two (2) years. Further, the DFPC shall assist the County and Sheriff with training regarding the NFIRS.

Section 9. PRESCRIBED BURNING

Prior to performing any Prescribed Burning in the county, the Party undertaking such Prescribed Burning shall develop a prescribed fire plan. The Parties shall inform one another prior to performing Prescribed Burning. The Parties shall follow the *Colorado Prescribed Fire Planning and Implementation Policy Guide* for any Prescribed Burning in the county, unless the County has adopted guidelines or standards meeting or exceeding the standards enumerated in C.R.S. § 24-33.5-1217.5. The DFPC may enter into an agreement with the County and/or the Sheriff to provide Prescribed Burning services pursuant to C.R.S. § 24-33.5-1217(6)(a).

All notices of Prescribed Burning shall be addressed to the respective Parties as follows:

DFPC:

DFPC Regional Fire Management Officer

Kirk Will
8426 Kosmerl Place
Fredrick CO 80504
720-556-5100 Kirk.Will@state.co.us
(address/phone/email)

County and Sheriff:

Sheriff Michael McIntosh
332 N. 19th Ave
Brighton CO 80610
303-654-1850
sheriff@adamscounty.org
(name/title/address/phone/email)

Section 10. BILLING AND PAYMENT

10.1 General Provisions. The Parties shall ensure that the County and/or the Sheriff are parties to any Mutual Aid Agreements, cost share agreements, or other agreements that apportion any Wildland Fire expenses to the County and/or the Sheriff and those agreements shall comply with State law. Any invoice from the DFPC to the County and/or the Sheriff for any expense incurred by any agency for a Wildland Fire occurring in the county shall include a copy of a written and executed Mutual Aid Agreement, cost share agreement, or other appropriate agreement apportioning such expense to the County and/or the Sheriff. DFPC serves as the coordinator for all inter-jurisdictional Wildland fire billing in Colorado.

In that capacity, the DFPC may charge the County and the Sheriff a *Cost of Overhead* fee not to exceed thirteen percent (13%) of the total amount billed to the County at a rate that adequately offsets the cost of providing the billing services.

10.2 Procedure to Invoice the County and the Sheriff. Following any Wildland Fire that may incur a cost to County or the Sheriff, the DFPC shall assist the County and the Sheriff by requesting cost reports from assisting agencies and producing invoices payable by the County. To start the process, within thirty (30) days after declared containment of the Wildland Fire, the County and/or the Sheriff shall submit to the DFPC a written request for cost reports from assisting agencies. Following receipt of the County and/or the Sheriff's written request, the DFPC shall request cost reports from assisting agencies for review and validation by the County and/or the Sheriff. Following the County and/or the Sheriff's review and validation, the DFPC shall make reasonable efforts to submit written invoices, along with adequate supporting documentation, to the County and/or the Sheriff within one hundred and twenty (120) days after the date the Wildland Fire is declared contained. If the DFPC cannot submit written invoices within one hundred and twenty (120) days, the DFPC shall at a minimum submit a written estimate of the anticipated expenses by November 15th of the year in which the Wildland Fire occurred.

Section 11. GENERAL PROVISIONS

11.1 Term. The Term of this Agreement shall commence on the date the last Party signs and shall remain in effect for five (5) years from that date. Any Party shall have the right to terminate its participation under this Agreement by providing one-year advance written notice to the other Parties to this Agreement.

11.2 Repeal of Prior Agreements. This Agreement, upon full execution, shall repeal and replace any other prior agreements between the Parties relating to cooperative Wildfire protection within the county.

11.3 Amendments or Extensions. Amendments or extensions, save any subject to rulemaking, within the scope of this Agreement shall only be made by mutual consent of the Parties to this Agreement by issuance of a written modification, signed and dated by all Parties to this Agreement, prior to any changes taking effect. No Party is obligated to fund any changes

not properly approved in advance.

11.4 Notices. All notices, requests, demands, or other communications under this Agreement shall be in writing and shall be deemed effective upon delivery, if delivered personally, or three (3) calendar days after mailing if deposited in the U.S. Mail, postage prepaid, and addressed to the respective parties as follows:

DFPC: Division Director
690 Kipling Street, #2000
Lakewood, Colorado 80215

County: Adams County Emergency Management
4430 S Adams County PKWY
Brighton CO 80601

Sheriff: Michael McIntosh
332 N 19th Ave
Brighton CO 80610

11.5 Captions, Construction and Severability. The captions and headings used in this Agreement are for identification only, and will be disregarded in any construction of the Agreement provisions. To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

11.6 Ability to Contract. Each Party represents that it is not subject to any restrictive obligations imposed by any other agreement that would impair its ability to perform its obligations hereunder. The individual or individuals signing on behalf of each Party represent that they are fully authorized by law, statute, delegation, or otherwise to execute this Agreement and make it binding and enforceable against the Party on whose behalf the individual or individuals is or are signing.

11.7 Signatures. This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which shall together constitute one and the same document. Facsimile machine copies or scanned versions of an original signature by any Party shall be binding as if they were original signatures.

11.8 Appropriations. Because this Agreement involves the expenditure of public funds, all obligations under this Agreement are contingent upon appropriation and continued availability of funds for such obligations. The obligations described herein shall not constitute a general obligation, indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or the laws of the State of Colorado.

11.9 Colorado Special Provisions. The following Special Provisions are required by law to be contained in every agreement of the State of Colorado. Any conflict between the Special Provisions and any other provision of this Agreement shall be resolved in favor of the applicable Special Provision:

(a) Controller's Approval; C.R.S. § 24-30-202(1). This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee.

(b) Fund Availability; C.R.S. § 24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

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

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

(e) Compliance with Law. The County and the Sheriff shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

(f) Choice of Law. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of

complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

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

(h) Software Piracy Prohibition; Governor's Executive Order D 002 00. State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. The County and the Sheriff hereby certify and warrant that, during the term of this Agreement and any extensions, the County and the Sheriff have and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the County or the Sheriff, or both, are in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.


(i) Employee Financial Interest/Conflict of Interest; C.R.S. §§ 24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. The County and the Sheriff have no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the County's or Sheriff's services and the County and the Sheriff shall not employ any person having such known interests.

(j) Public Contracts with Natural Persons; C.R.S. § 24-76.5-101. The County and the Sheriff, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of C.R.S. § 24-76.5-101 *et seq.*, and (c) if requested by the State, has produced one form of identification required by C.R.S. § 24-76.5-103 prior to the effective date of this Contract.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS
AGREEMENT

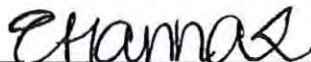
Adam COUNTY, COLORADO:

Board of County Commissioners:

By: 
Chair

Charles "Chaz" Tedesco, chairman
Print Name & Title of
Authorized Officer

ATTEST:
(SEAL)


County Clerk
Deputy
County Sheriff:

By: 
Sheriff


STATE OF COLORADO:
John W. Hickenlooper, GOVERNOR

Department of Public Safety, Division of Fire Prevention and Control

By: 
Paul L. Cooke
Director

APPROVED:

LEGAL SUFFICIENCY:
DEPARTMENT OF LAW
Cynthia H. Coffman
Attorney General

By: 

**ALL CONTRACTS MUST BE APPROVED
BY THE STATE CONTROLLER**

C.R.S. § 24-30-202 requires that the State Controller approve all state contracts. This Agreement is not valid until the State Controller, or such assistant as he may delegate, has signed it.

STATE CONTROLLER:
ROBERT JAROS, CPA, MBA, JD

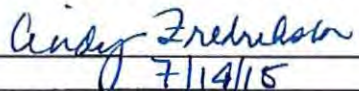
By: 
Date: 7/14/15

Exhibit A: *County Annual Operating Plan Template*

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PREAMBLE

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PURPOSE

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AUTHORITIES

- Colorado Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement Between:
 - BUREAU OF LAND MANAGEMENT – COLORADO Agreement Number BLM-MOU-CO-538
 - NATIONAL PARK SERVICE – INTERMOUNTAIN REGION Agreement Number F1249110016
 - BUREAU OF INDIAN AFFAIRS – SOUTHWEST REGION (no agreement number)
 - UNITED STATES FISH AND WILDLIFE SERVICE – MOUNTAIN PRAIRIE REGION
 - UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE – ROCKY MOUNTAIN REGION Agreement Number 11-FI-11020000-017
- [Click here to enter text.](#)County, Intergovernmental Agreement for Participation in the Colorado Emergency Fire Fund, CSFS #108
- Agreement for Cooperative Wildfire Protection in [Click here to enter text.](#)County, CSFS #109

RECITALS

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INTERAGENCY COOPERATION

Interagency Dispatch Centers

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Interagency Resources

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Standards

[Click here to enter text.](#)

Special Management Considerations

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Decision Process

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Cooperation

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Communication

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Cost efficiency

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Delegation of Authority

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Preservation of Evidence

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STATE EMERGENCY FIRE FUND (EFF)

[Click here to enter text.](#)

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

Cost Share Agreement (Cost Share Methodologies)

[Click here to enter text.](#)

Training

[Click here to enter text.](#)

Communication Systems

[Click here to enter text.](#)

Fire Weather Systems

[Click here to enter text.](#)

Aviation Operations

[Click here to enter text.](#)

Billing Procedures

[Click here to enter text.](#)

SIGNATURES

Authorized Representatives

Click here to enter text.**COUNTY SIGNATURES**

_____ <i>Signature</i>	_____ <i>Date</i>
Click here to enter text. <i>Printed Name</i>	<u>County Sheriff</u> <i>Title</i>

_____ <i>Signature</i>	_____ <i>Date</i>
Click here to enter text. <i>Printed Name</i>	<u>County Commissioner</u> <i>Title</i>

COLORADO DIVISION OF FIRE PREVENTION & CONTROL SIGNATURE

_____ <i>Signature</i>	_____ <i>Date</i>
Click here to enter text. <i>Printed Name</i>	<u>Regional Fire Management Officer</u> <i>Title</i>

ATTACHMENT #2

Mutual Aid Agreements



The Colorado Intergovernmental Agreement for Fire Mutual Aid

April 25, 2015



In 2014, the Colorado State Fire Chief's Association sponsored the "Broken Arrow" exercises. These exercises were designed to improve our ability to respond rapidly to major events across the state. Following those exercises, many of the participating chiefs met along with Department of Fire Prevention and Control, Department of Homeland Security and Emergency Management, Colorado Sheriffs and the Colorado Emergency Manager's Association to work toward improvements identified in those exercises.

There were four points of focus for efforts in 2015 and beyond:

1. Development of a Colorado Fire Resource Mutual Aid Agreement.
2. Increase the number of organized strike teams and task forces to twenty.
3. Develop a training program for all fire personnel about mutual aid and mobilization procedures.
4. Work with appropriate local, state and federal agencies on ways to facilitate the transition from mutual aid to mobilization.

Here is the Colorado State Mutual Aid Agreement, adopted by the Colorado State Fire Chief's Association. It was reviewed by the Association's legal counsel, and has been crafted to help ensure the protection of all parties providing mutual aid. Input from across Colorado went into the agreement.

This agreement does not create any obligations. Under Colorado Revised Statutes Title 29, Article 5, all fire agencies can provide mutual aid to all other agencies. Under state statute and under this agreement, all mutual aid is voluntary. What this agreement does is to try to clarify and standardize the terms. Standardization of mutual aid periods and elimination of assumed liability were the key items we sought to put into the agreement.

Many of us have multiple agreements with differing terms currently. Some agreements conflict over mutual aid periods or assumed liability. It was in seeking to eliminate those types of inconsistencies and conflicts that this agreement was drafted. This agreement does not prevent any agencies from entering into automatic aid agreements, or contracts for service, or agreements to extend mutual aid to 24 hours, or any other agreement that might be necessary between your agency and your neighbors. This agreement represents what you would expect if you choose to go outside of your local area, or if you need the assistance from across the state.

We are recommending all fire agencies in Colorado adopt this agreement, in hopes that response to future fires and emergencies can be handled as smoothly as possible.

COLORADO INTERGOVERNMENTAL AGREEMENT FOR FIRE MUTUAL AID

THIS INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID ("Agreement") is made by and between the parties who are signatory to this Agreement.

WHEREAS, the Parties are authorized to provide fire protection, and in some instances other emergency services, such as hazardous material, extrication, rescue, ambulance and/or emergency medical services, within their jurisdictional boundaries and under certain circumstances outside their jurisdictional boundaries, including fire protection districts duly organized and operating pursuant to the provisions of Article 1, Title 32, Colorado Revised Statutes ("C.R.S."); municipalities operating fire departments pursuant to Article 15, Title 30, C.R.S.; and other governmental agencies authorized to provide such services; and

WHEREAS, the Parties acknowledge that each Party would benefit from the availability of the other Parties in the event of fires, emergency medical incidents or other incidents; and,

WHEREAS, pursuant to the provisions of the Colorado Constitution, Article XIV, Section 18(2)(a) and (b) and C.R.S. § 29-1-203, the Parties desire to enter into an agreement to provide for mutual aid response of equipment and personnel of each Party to areas within the jurisdiction of another Party; and,

WHEREAS, establishment of a mutual aid agreement will serve a public purpose and will promote the safety, security and general welfare of the public.

NOW THEREFORE, in consideration of the mutual performance of the covenants, agreements and promises set forth herein, the Parties agree as follows:

1. **Colorado Revised Statutes.** Except for the provisions of C.R.S. §29-5-108, the provisions of Article 5, Title 29, the Colorado Revised Statutes, as amended, shall apply to the Parties. The statute shall control in the event of a conflict between the statute and this Agreement. The Assisting Party's equipment and personnel shall at all times remain under the immediate and complete control of the Assisting Party. As such, the provisions of C.R.S. §29-5-108 do not apply to this Agreement.
2. **Definitions.** The following terms used in this Agreement are defined as follows:
 - a. "Assisting Party" means a Party providing or requested to provide Mutual Aid within the jurisdictional boundaries of the Requesting Party.
 - b. "Emergency Incident" means a reported fire, emergency medical, rescue or hazardous material incident requiring an emergency response by a Party.
 - c. "Mutual Aid" means the assistance provided by an Assisting Party to a Requesting Party on direct request of the Requesting Party.

- d. "Party" means a municipal fire department, fire protection district or other governmental agency that has signed this Agreement".
 - e. "Parties" means every Party that has signed this Agreement.
 - f. "Requesting Party" means a Party within whose jurisdiction an emergency incident has been reported and which is assisted by or has requested assistance of an Assisting Party.
3. **Mutual Aid.** Each Party agrees to provide Mutual Aid to another Party or Parties when requested; provided, however, that an Assisting Party shall provide Mutual Aid at its sole discretion and shall be excused from making equipment and personnel available in the event of a pre-existing or contemporaneous need within the Assisting Party's jurisdiction, or when insufficient resources are available to provide Mutual Aid. The decision to provide Mutual Aid shall be made by the Assisting Party at its sole discretion, which decision shall be final and conclusive.
4. **No Liability for Failure to Provide Mutual Aid.** No liability of any kind or nature, whether expressly or implied, shall be attributed to or be assumed by a Party, its duly authorized agents and personnel, for failure or refusal to provide Mutual Aid. Nor shall there be any liability of a Party for withdrawal of Mutual Aid once provided pursuant to the terms of this Agreement.
5. **Pre-Approval.** By signing this Agreement, the governing body of a Party is hereby deemed to have approved the provision of Mutual Aid beyond its political boundaries , and any Mutual Aid provided pursuant to this Agreement shall not require any further approval by the governing body of the Party.
6. **Mutual Aid Period.** The extent of the Mutual Aid period shall be twelve (12) consecutive hours from the time of initial dispatch of the Emergency Incident, unless extended by an additional agreement between the Parties. The initial dispatch shall be the first notification of the Emergency Incident; a Requesting Party may not circumvent the limitation on Mutual Aid by re-toning when Mutual Aid is requested or by using the time of notification of an Assisting Party.
7. **Cost.** Each Party shall be responsible for all costs, including wages, benefits or other compensation of its personnel incurred in the performance of this Agreement through the end of the Mutual Aid period and shall not seek reimbursement from the Requesting Party, except for third party reimbursement as is allowed by law and collected by the Requesting Party. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statute.

8. **Supplies.** Each Party shall be responsible for providing fuel, potable water, food and other such normal consumable supplies used by its own personnel and equipment. The Requesting Party shall be responsible for providing for or reimbursing the use of firefighting foam, special extinguishing agents, medical equipment and similar consumables when use is requested by the Requesting Party.
9. **Damages.** Each Party hereby assumes all liability and responsibility for damage to its own apparatus and/or equipment, except when such damage is directly caused by another Party to this Agreement. Each Party also assumes all liability and responsibility for any damage caused by its own apparatus while in route to or returning from an Emergency Incident. No Party shall be liable or responsible for the personal property of the Assisting Party's personnel which may be lost, stolen or damaged while performing their duties under this Agreement. A Requesting Party may, in its sole discretion, replace or reimburse the cost of an Assisting Party's equipment damaged or expended in providing Mutual Aid if requested by the Assisting Party.
10. **Not a Replacement for Responsibility.** Each Party shall be expected to maintain its equipment and organize its emergency response method with both personnel and equipment to the degree necessary to handle ordinary and routine Emergency Incidents occurring within its boundaries and for which the Party is organized. A Requesting Party shall not expect any other Party to respond to an Emergency Incident where the request arises due to a failure of the Requesting Party to organize available personnel or maintain equipment in reasonably working order and in sufficient quantity to meet the normal and routine needs of the persons and property within the Requesting Party's jurisdiction. Nothing in this Agreement prevents two or more of the Parties from entering into contracts, automatic aid agreements or other methods to meet their responsibilities as agreed between those Parties.
11. **Joining Parties.** Each Party agrees to allow a municipal fire department, fire protection district or other governmental emergency response agency to join this Agreement after formal approval of the governing body of such municipal fire department, fire protection district or other governmental emergency response agency and notification of such action to each of the other Parties to this Agreement.
12. **Third Party Recovery.** Each Party agrees that, for each Emergency Incident within its jurisdictional boundaries for which it has requested Mutual Aid through this Agreement, it will reasonably pursue any and all legal reimbursement possible, pursuant to state and federal laws, including but not limited to reimbursement for hazardous materials

incidents occurring within its boundaries, on behalf of all Assisting Parties, and upon full or partial payment by the responsible entity, shall distribute the reimbursement in a fair and equitable manner to Assisting Parties based on their relative documented expenses for the Emergency Incident.

13. **Governmental Immunity.** This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties and their councilpersons, directors, officers, employees and volunteers under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
14. **Liability Insurance.** Each Party is responsible for determining and maintaining adequate levels of its own liability insurance.
15. **Personnel Status.** Nothing contained in this Agreement, and no performance under this Agreement by personnel of the Parties, shall in any respect alter or modify the status of officers, employees, volunteers or agents of the respective Parties for purposes of worker's compensation or their benefits or entitlements, pension, levels or types of training, internal discipline, certification, rank, or for any purposes or conditions of employment or volunteerism. Worker's compensation shall be as structured in C.R.S § 29-5-109. Pension benefits shall be provided as set forth in C.R.S. § 29-5-110.
16. **Equal Value.** Each Party declares that the value of this Agreement is equal to all Parties.
17. **Severability.** In the event that any part, term or provision of this Agreement is found to be in violation or conflict with any federal or state law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
18. **Governing Law.** This Agreement shall be governed by and construed in accordance with Colorado law.
19. **Governance.** An Executive Board may be established by signatory parties to consider, adopt and amend rules, procedures, by-laws and other matters deemed necessary by the parties. The Executive Board shall consist of elected members from signatory parties who shall serve as voting representatives of other signatories and be established and structured as the signatory parties deem appropriate.

20. **Binding.** This Agreement shall be binding on the successors and assigns of each Party, except that no Party may assign any of its rights or obligations hereunder without the prior written consent of all other Parties.
21. **No Third Party Benefit.** This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties under or relating to this Agreement are not subject to the consent of any third party.
22. **Term and Effective Date.** This Agreement shall be in effect upon the date of the first signature; and shall be effective for each Party upon their authorized signatures. Unless terminated by all of the Parties, this Agreement shall remain in effect for so long as there are at least two Parties to this Agreement.
23. **Termination.** All of the Parties may terminate this Agreement at any time by written agreement of all of the Parties. Any Party may terminate its participation in this Agreement at any time upon thirty (30) days written notice to each of the other Parties. Notice may be made through the Colorado State Mutual Aid Board or through direct mailing to each Party.
24. **Execution.** This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall be constitute and be deemed as one and the same document.
25. **Amendments.** This agreement may only be amended by written consent of all the parties hereto. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this COLORADO INTERGOVERNMENTAL AGREEMENT FOR FIRE MUTUAL AID to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

COLORADO INTERGOVERNMENTAL AGREEMENT FOR FIRE MUTUAL AID

SIGNATURE PAGE

This signatory certifies that this COLORADO INTERGOVERNMENTAL AGREEMENT FOR FIRE MUTUAL AID has been approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

Political Entity

President, Mayor, or Designee

Date



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

To our partners in Adams County,

Attached is a proposed Intergovernmental Agreement for Disaster Mutual Aid Assistance. This agreement is meant to address gaps that we have identified within State Legislation and existing mutual aid agreements. It is not meant to replace or supersede existing agreements for mutual aid, but merely to supplement.

As we have seen, pre-disaster agreements are critical not only for mobilizing assistance quickly, but also for determining post-disaster cost sharing. We believe this agreement will be mutually beneficial to our towns and municipalities as it addresses these issues and also provides for better coordination in our disaster planning efforts. Additionally, the agreement also provides for resource mobilization and cost sharing in situations that do not require a disaster declaration, but where emergency assistance is needed nonetheless.

Your local emergency managers participated in the creation of this agreement and it was carefully drafted based on their expertise and input from your policy makers. This has been a collaborative effort.

Our intent is that this agreement becomes effective between parties as of the date of each party's signature. The Board of County Commissioners has adopted the agreement and it has been signed accordingly. We hope you will join us in proactively addressing mutual aid between government entities so that we can better serve our communities during times of disasters and emergencies.

Sincerely,

W.R. 'Skip' Fischer, Chairman of the Board
Adams County Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS

W. R. "Skip" Fischer
DISTRICT 1

Alice J. Nichol
DISTRICT 2

Erik Hansen
DISTRICT 3

STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Administration Building in Brighton, Colorado on the 12th day of December 2012, there were present:

W.R. "Skip" Fischer	Chairman
Alice J. Nichol	Commissioner
Erik Hansen	Commissioner
Jen Wascak	County Attorney
Keisha Hirsch, Deputy	Clerk of the Board

when the following proceedings, among others were held and done, to-wit:

RESOLUTION APPROVING AGREEMENT FOR DISASTER-EMERGENCY MUTUAL AID
AND DISASTER-EMERGENCY FUNDING ASSISTANCE IN AND BETWEEN
LOCAL GOVERNMENTS

WHEREAS, Adams County has the authority to enter into this IGA pursuant to Section 18 of Article XIV of the Colorado Constitution; Section 6 of Article XX of the Colorado Constitution; Section 29-1-203, C.R.S., and provisions of the Colorado Disaster Emergency Act, Section 24-33.5-701, C.R.S., as amended; and,

WHEREAS, the Agreement allows participating parties to provide emergency resources and personnel in the event of a disaster or other incidents not rising to the level of a disaster declaration; and,

WHEREAS, the Agreement provides clear terms regarding cost share and mutual aid periods as required by FEMA; and

WHEREAS, the attached intergovernmental agreement is not meant to supersede or replace other existing mutual aid agreements, such as the North Metro Fire Chief's Mutual Aid Agreement, local law enforcement agreements for long and short term mutual aid, or state statute or mutual aid agreements; and,

WHEREAS, NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement with the municipalities within Adams County, regarding emergency management, a copy of which is attached hereto and incorporated herein by this reference, including all terms and conditions contained therein, be approved.

BE IT FURTHER RESOLVED that the Chairman of the Board of County Commissioners be authorized to execute said Intergovernmental Agreement on behalf of the County of Adams, State of Colorado.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Fischer	_____	Aye
Nichol	_____	Aye
Hansen	_____	Aye

Commissioners

STATE OF COLORADO)
County of Adams)

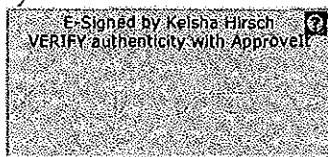
I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 12th day of December, A.D. 2012.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Karen Long:



By:



Deputy

AGREEMENT
FOR DISASTER-EMERGENCY MUTUAL AID
AND
DISASTER-EMERGENCY FUNDING ASSISTANCE
IN AND BETWEEN
LOCAL GOVERNMENTS

This Agreement, dated this 10th day of December 2012, is made by and between the local government entities who are signatories thereto, all being local governments lying within or servicing the whole of Adams County, Colorado, and each a Party (referred to herein as "the Parties"), agreeing as follows

I. Purpose

The purpose of this Agreement is to set the terms for the provision of Disaster and Emergency Mutual Aid and Assistance, including County Disaster and Emergency Assistance funding during declared emergencies or disasters.

II. Authority

The authority for this IGA is Section 18 of Article XIV of the Colorado Constitution; Section 6 of Article XX of the Colorado Constitution; Section 29-1-203, C.R.S., and provisions of the Colorado Disaster Emergency Act, Section 24-33.5-701, C.R.S., as amended.

III. Term

The term of this IGA shall be for five (5) years from the reference date above, unless sooner terminated under the provisions of this IGA. This agreement shall be automatically renewed in continuing five (5) year increments unless terminated by the Parties pursuant to the provisions of Section VI or XII below.

IV. Disaster Assistance and Mutual Aid

a. Assistance and Mutual Aid

i. Pursuant to the Colorado Disaster Act, the County agrees to provide the following assets and assistance subject to the provisions of this IGA:

1. The County Emergency Operation Center (EOC) shall be made operational upon request by any Party(ies) experiencing a disaster or emergency.
2. At the discretion of the County Administrator or Board of County Commissioners, deployment of County assets upon the request of a Party during a disaster or emergency when the requesting Party has determined that the incident demands exceed the capabilities of the requesting Party.
3. The County may make available the Adams County Policy Center when requested by two or more Parties in support of the need for a Unified Coordination System.

ii. Signing Parties may also agree to provide assets and assistance to one another and the County, subject to the provisions of this IGA.

iii. Parties agree to provide reasonable participation and assistance in training and exercise development that support the purpose of this IGA.

- b. Declared Emergencies or Disasters. In the event of a local or state Declared Emergency or Disaster, as pursuant to and as provided by any municipalities charter, ordinances or resolutions, County resolution, the Colorado Disaster Act of 1992, as amended, or a federal disaster declaration, any Party to this Agreement may request from the other Parties that assistance be provided anywhere within the requesting Party's jurisdiction.
 - i. A request for assistance may be for any type of assistance or aid that the requesting Party may deem necessary to respond to the emergency or disaster situation within their jurisdiction and which is not otherwise covered by other existing mutual aid agreements, such as the North Metro Fire Chief's Mutual Aid Agreement, local law enforcement agreements for long and short term mutual aid, or state statute or mutual aid agreements.
 - ii. Any request for mutual aid or assistance shall include a statement of the amount and type of equipment and/or personnel requested, contact information, duration needed, and the location to which the equipment and/or personnel are to be dispatched.
 - iii. Upon receipt of a request for assistance, the other Party(ies) may voluntarily agree to provide any personnel, equipment, or other assistance which the requesting Party deems suitable for mutual aid assistance.
 - iv. **The mutual aid period shall begin and continue for twelve (12) hours from the time of dispatch.**
 - 1. During the first twelve (12) hours, the requesting party will not incur any personnel or equipment charges from any responding Party.
 - 2. After twelve (12) hours, the responding Party may continue to provide such assistance at no charge to the requesting Party, or may charge the requesting Party at the rate provided when agreeing to respond.
 - v. In requesting and providing such assistance, the Parties agree to conform to the current standards of practice of the National Incident Management System (NIMS) and the Incident Command System (ICS).
- c. Emergencies or Disasters not rising to the level of Declaration. In the event that the incident does not rise to the level of necessitating a disaster declaration, the provisions of this IGA will also be utilized in the providing of assistance and aid.
- d. Command & Control.
 - i. Requests for mutual aid and assistance under this Agreement will be processed through the requesting Party's Emergency Operations Center (EOC) to the County EOC. The County EOC will relay the request to the other Parties and the State EOC.
 - ii. Parties responding with available resources and personnel will confer with the requesting Party's EOC and report to the staging area designated by the requesting Party. The responding Party's EOC will status the appropriate resources accordingly in WebEOC.
 - iii. Personnel and equipment shall be released by the requesting Party's Incident Commander when the assistance is no longer required or when the responding Party's equipment or personnel are requested by the responding Party. Such

release of equipment shall be communicated and documented through the County EOC and resource management system.

- iv. Personnel and equipment under this Agreement shall follow the incident command system and NIMS principles.
- v. Personnel are responsible for following their agency's policies and procedures.
- vi. Tracking of costs, personnel and equipment shall be the responsibility of the requesting Party.

V. Reimbursement and Compensation

- a. Reimbursement. Any Party may seek reimbursement or other recovery from state or federal sources as provided under the Colorado Disaster Emergency Act, as amended, the federal Stafford Act, as amended, and other applicable state or federal laws, regulations, or policies.
- b. Compensation. Except as otherwise stated in this IGA, no Party shall be required to pay any additional compensation other than the rate provided when agreeing to respond.
- c. Agency Policy and Procedures. Personnel are responsible for following their agency's administrative policies and procedures. Each Party remains responsible for all pay, entitlement, benefits, employment decisions, and worker's compensation for its own personnel.
- d. Reimbursement Distribution. In the event of any reimbursement pursuant to cost recovery from state or federal sources as provided under the Colorado Disaster Emergency Act, as amended, the federal Stafford Act, as amended, and other applicable state or federal laws, regulations, or policies, the receiving Party will distribute the received funds in a fair and equitable manner to assisting jurisdictions, based upon a pro rata share of their documented expenses for the involved incident.

VI. Disaster Planning and Interagency Cooperation

In order to enhance public safety, the protection of life, property and the environment, and in order to enhance the mutual aid capabilities contemplated in this IGA, the Parties agree to the following provisions:

- a. Prepare and keep current emergency planning documents, including jurisdictional disaster response plans and recovery plans. Parties agree to cooperate in the development of each Party's Emergency Operations Plans.
- b. Participate in the Adams County emergency management activities which are designed to ensure coordinated disaster planning, response, and recovery. These activities may include the Local Emergency Planning Committee, multi-agency coordination systems, disaster risk and hazard assessment, training and education, and Incident Management Team support.
- c. Provide a liaison to the County EOC during incidents that affect two or more municipalities within the County to the extent allowed by the local emergency plans, staffing, and other budgetary considerations of the parties. Liaisons may be provided virtually through EOC software management tools, telephone or email.

VII. Termination

- a. A Party to this Agreement may terminate its participation in this IGA upon ninety (90) days prior written notice and without compensation to the other Parties. Termination will not negate any pending claims for reimbursement provided under this Agreement.
- b. Any Notice of Termination shall be addressed to the governing board of each Party.

VIII. Non-Liability

- a. This IGA shall not be construed to create a duty as a matter of law, contract, or otherwise for any Party to assume any liability for injury, property damage, or any other loss or damage that may occur by any action, or non-action taken, or service provided, to the public or any person, as a result of this Agreement.
- b. This IGA shall not be construed to create a duty as a matter of law, contract, or otherwise for the provision of any service or assistance, the Parties recognizing and intending to exercise rights for mutual convenience which they may exercise independently.
- c. This IGA shall not be construed as creating any benefit or enforceable right for any person or entity not a signatory to this agreement.

IX. Integration and Amendments

This Agreement contains the entire understanding of the Parties and the Parties agree that this IGA may only be amended or altered by written Agreement signed by the Parties' governing bodies.

X. Assignment /Transfer

No Party shall assign or otherwise transfer this Agreement or any right or obligation herein without prior consent of the other Parties.

XI. No Third Party Beneficiary

- a. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA shall be strictly reserved to the Parties, and nothing contained this IGA shall give or allow any claim or right of action by any other person or entity regarding this Agreement.
- b. Nothing in this IGA is intended to create or grant to any third party or person any right or claim for damage, or the right to bring or maintain any action at law, nor does any Party waive its immunities at law, including the rights, protections, limitations and immunities granted the Parties under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et. seq.*, as same may be amended from time to time.

XII. Waiver

The provision of services under this IGA is for the benefit of the Parties in times of emergency or disaster. Accordingly, the Parties do hereby waive, remise, and release any claim, right, or cause of action which either may have, or which may accrue in the future, against the another arising in whole or in part from this Agreement.

XIII. Severability


If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding upon the Parties.

XIV. Headings

The section headings of this Agreement are inserted only as a matter of convenience and for reference. They do not define or limit the scope or intent of any provisions in this IGA and shall not be construed to affect in any manner the terms and provisions herein.

XV. Execution

This Agreement shall be executed by each Party on a separate signature page. Original pages shall be recorded and held by the Adams County Office of Emergency Management.

 12-12-12
Board of County Commissioners Date

City of Arvada Date

City of Aurora Date

City of Brighton Date

City of Commerce City Date

City of Federal Heights Date

City of Northglenn Date

City of Thornton	Date
------------------	------

City of Westminster	Date
---------------------	------

ATTACHMENT #3

Adams County Burn Restriction Levels



Michael T. McIntosh, Sheriff
SheriffMcIntosh@adco.gov.org

Harold Lawson, Undersheriff
UndersheriffLawson@adco.gov.org

LEVELS OF BURNING RESTRICTIONS

LEVEL 1 – NO BURNING RESTRICTIONS

Controlled Burns have to be called in to the Adams County Communications Center

LEVEL 2 – RESTRICTIONS REQUIRED DUE TO SEVERE DRY CONDITIONS/

The following acts are prohibited in unincorporated Adams County until further notice:

1. Building, maintaining, attending, or using any fire or campfire.

EXEMPTIONS:

- A. Persons with a **VALID WRITTEN PERMIT** from the Fire Chief that specifically authorizes the otherwise prohibited act.
- B. Any federal, state, or local officer or member of an organized rescue or firefighting force in the performance of an official duty.
- C. Any fires contained within a liquid fuel or gas stove, fireplaces within buildings, and charcoal or propane grill fires at private residences.
- D. A fire within a permanent constructed fire grate in a developed campground.
- E. The burning of household trash when contained within a fireproof container sufficiently maintained to prevent escaping flame or burning material from the bottom or sides and screened sufficiently on top to prevent the release of burning material and located in the center of an area at least ten feet (10') in diameter from which all flammable material has been removed.

NOTE: Declarations of "**FIRE WEATHER WATCH**" by the National Weather Service for Adams County will automatically place fire restrictions to **LEVEL 2**.

LEVEL 3 – EXTREME CONDITIONS, NO OPEN BURNING ALLOWED

No open burning is allowed until further notice. Those having burn permits issued by the Fire Chief **CANNOT** burn during Level 3.

NOTE: Declarations of "**RED FLAG WARNING**" by the National Weather Service for Adams County will automatically place fire restrictions to **LEVEL 3**.

Headquarters
332 N. 19th Avenue
Brighton, CO 80601
(303) 655-3210
facebook.com/AdamsSheriffCO

Detective & Patrol Divisions
4201 East 72nd Avenue, Suite C
Commerce City, CO 80022
(720) 322-1313

www.AdamsSheriff.org

Jail Division
150 North 19th Avenue
Brighton, CO 80601
(303) 654-1850

Flatrock Training
23600 East 128th Avenue
Commerce City, CO 80022
(720) 523-7500
facebook.com/Flatrocktraining

ATTACHMENT #4

Complexity Analysis Guidelines

DFPC ANALYSIS FORM

(Complete this form daily, as appropriate, based on the fire situation)

Date: _____ Time: _____ County: _____ Fire Name: _____

Location: Lat/Long _____ Legal T _____ R _____ Section(s) _____

	Current		Predicted	
	Yes	No	Yes	No
I. Resources				
a. Has the normal mutual aid network been fully implemented?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Has the County committed all of its wildland resources defined in the County operating plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Have aviation resources been ordered?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Is the fire beyond the capability of local management team?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Is water supply limiting suppression efforts?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Is there a need for Interagency Regional or National resources?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Is the availability of additional resources hampering suppression efforts?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
II. Values at Risk				
a. Is the general public threatened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Are structures threatened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Are there unusually hazardous firefighting conditions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Are historical values at risk?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Does the fire involve mixed land ownership?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Is critical infrastructure threatened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
III. Fire Behavior				
a. Is fire behavior dictating an indirect control strategy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is extreme fire behavior present?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Is the 1000 hour fuel moisture below 12%?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Is the fuel type and condition conducive to rapid				

	Current		Predicted	
	Yes	No	Yes	No
spread?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Is accessibility limiting suppression efforts?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Is the rate of spread beyond the suppression capability of local resources?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Is fire burning on slope greater than 30%?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IV. Fire Weather				
a. Are wind speeds greater than 20 mph?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the temperature above seasonal average for fire location?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Is the RH below 15%?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Are there any critical fire weather events?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
V. Other Considerations				
a. Are there political or economic concerns?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Are non-fire incidents occurring which have an impact on fire operations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Is additional aviation management or oversight needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VI. Totals	A	B	C	D
	0	0	0	0

$$\text{Current (A) } 0 + \text{Predicted (C) } 0 = 0$$

$$\text{Current (B) } 0 + \text{Predicted (D) } 0 = 0$$

To qualify for EFF or State financial assistance, answers must reflect a total local level commitment to the fire.

To qualify for EFF, total of Columns A + C must be equal to or greater than 35. If the incident does not qualify for EFF, DFPC may assist the County in seeking State financial assistance if available.

 Sheriff or Designee's Signature

 DFPC Director or Designee's Signature

DFPC DIRECTOR RESPONSE:

COMPLEXITY ANALYSIS GUIDELINE

How complex must a situation be in order to qualify for an Incident Management Team?

The following chart should be used as a guideline for deciding the level of incident management team needed for an incident.

It is designed to help analyze the complexity or predicted complexity of a given fire situation. Assumptions are:

1. When a fire escapes initial attack, it is automatically considered for an incident management team. A Type 4, Type 3, Type 2, or a Type 1 team should manage it, depending on complexity level.
2. As a fire situation becomes more complex, so does the need for a Type 1 team to handle a predicted Type 1 situation.

Instructions for using this guideline:

1. Carefully analyze each secondary element under the listed primary factors, and check response column either yes or no.
2. Decisions should be based on the number of yes answers under the primary factors. As a rule of thumb, if the majority of the seven primary factors have secondary elements answered with a "yes," the complexity is great enough to warrant a Type I effort. If the majority of the seven primary factors do not have two or more secondary elements answered with a "yes," the complexity should remain at the IMG or Type II level.

It should be emphasized that this analysis is based on predictions for the next burning period. Obviously, if the analysis is on the present situations and one of the primary factors is checked, a Type 1 situation already exists.

A. SAFETY		Yes	No
1.	Fixed wing and helicopters both involved.	<input type="checkbox"/>	<input type="checkbox"/>
2.	More than one fuel type involved.	<input type="checkbox"/>	<input type="checkbox"/>
3.	Extended exposure to risk or unusually hazardous line conditions.	<input type="checkbox"/>	<input type="checkbox"/>
4.	Serious accident or fatality.	<input type="checkbox"/>	<input type="checkbox"/>
Subtotal:			0

B. MULTIPLE OWNERSHIPS**Yes No**

1. Fire burning on more than one land ownership.

☐ ☐

2. Disputed fire responsibility/authority.

☐ ☐

3. Potential for claims.

☐ ☐

Subtotal:

☒ 0**C. PERSONNEL AND OTHER RESOURCES COMMITTED****Yes No**

1. 200 or more people per shift.

☐ ☐

2. Two or more divisions.

☐ ☐

3. Multi-support agencies involved.

☐ ☐

4. Local resources (personnel and equipment) not available or in condition suitable for initial attack.

☐ ☐

Subtotal:

D. CONTAINMENT COST**Yes No**

1. \$50,000 or more per day.

☐ ☐

Subtotal:

E. FIRE BEHAVIOR

1. Flame length of 6 feet or greater.

☐ ☐

2. Duration uncontrolled - 2 or more burning periods.

☐ ☐

3. Severe or extremely variable topography.

☐ ☐

4. 1 Hr. fuel moisture 5% or less.

☐ ☐

F. Eye-level wind forecast greater than 20 mph.

☐ ☐

G. Active crowning/spotting expected.

☐ ☐

Subtotal:

0 0

H. CULTURAL RESOURCES

Yes No

1. Urban interface.

☐ ☐

2. Summer homes.

☐ ☐

3. Other developments.

☐ ☐

Subtotal:

0

I. POLITICAL PROBLEMS

1. Controversial fire policy.

☐ ☐

2. Poor relationship between ownerships.

☐ ☐

3. Pre-existing controversies.

☐ ☐4. Local organization unable to establish
positive media relationships.☐ ☐

Subtotal:

0

GRAND TOTAL:

0 0

Recommended Management Level:

Total # of "Yes" answers:

0 - 2 Reinforced Attack

3 - 7 Type 3 Incident Management Team or Type 4

8 - 13 Type 2 Incident Management Team

14+ Type 1 Incident Management Team

Note: Other considerations may influence decision on which Management Level team to request. If Management Level used is different than above indicates, use space below or back of this sheet for documentation.

(Continue on back as needed)

ATTACHMENT #5

Adams County Communications Plan

INCIDENT RADIO COMMUNICATIONS PLAN		1. Incident Name FTC TYPE III TEAM COMM PLAN		2. Date/ Time Prepared		3. Operational Period Date/Time	
4. Basic Radio Channel Utilization Mode: W=Wideband Analog, N=Narrowband Analog, D=Digital, M=Mixed							
Channel	Function	Frequency	Tone	Mode	Assignment	Remarks	
1	TAC 1	RX: 168.6750 TX: 168.6750		N	TAC 1	R2 FIRE TACTICAL	
2	TAC 2	RX: 168.7750 TX: 168.7750		N	TAC 2	R2 FIRE TACTICAL 2013 (New 2014 Arap Work Net)	
3	TAC 3	RX: 164.1000 TX: 164.1000		N	TAC 3	ARAPAHO WORK NET	
4	FTC COMMAND REPEATER	RX: 169.9500 TX: 165.2250	107.2	N	INCIDENT REPEATER	R2 SCENE OF ACTION (SOA)	
5	AIR-GROUND	RX: 166.8500 TX: 166.8500		N	AIR-GROUND	NIICD Assigned Interagency Zone Air-Ground AG7. Order new frequency if FTC area Initial Attack creates competition.	
6	ROOSEVELT DIRECT	RX: 169.1750 TX: 169.1750		N	FTC DISPATCH CENTER	ROOSEVELT DIRECT	
7	ROOSEVELT REPEATER(S)	RX: 169.1750 TX: 169.9750	TBD	N	FTC DISPATCH CENTER	SELECT REPEATER(s) AT TIME OF INCIDENT: TX Tones: Deadman: 110.9, Buckhorn: 123.0, Twin Sisters 131.8, Thorodin 136.5, Pawnee 167.9, Pawnee Buttes TBD 2014, Gunbarrel 103.5, Portable 151.4	
8	ARAPAHO DIRECT	RX: 169.8750 TX: 169.8750		N	FTC DISPATCH CENTER	ARAPAHO DIRECT	
9	ARAPAHO REPEATER(S)	RX: 169.8750 TX: 170.4750	TBD	N	FTC DISPATCH CENTER	SELECT REPEATER(s) AT TIME OF INCIDENT: TX Tones: Squaw: 110.9, Mines: 123.0, S Cottonwood 131.8, Blue Ridge 136.5, Lil Gravel 151.4, Griffith 114.8, Portable 151.4	
10	RMNP FIRE	RX: 169.6750 TX: 164.4250	110.9 103.5	N	RMNP FIRE REPEATER	TWIN SISTERS (SOUTH OF ESTES PARK)	
11	VFIRE21	RX: 154.2800 TX: 154.2800	156.7	N	MEDICAL EVACUATIONS	MEDICAL EVACUATIONS (Formerly FERN 1)	
12	VFIRE22	RX: 154.2650 TX: 154.2650	156.7	N	INTERAGENCY COMMUNICATIONS	BACK-UP INTERAGENCY USE (Formerly FERN 3)	
13	LOGISTICS	RX: 166.5625 TX: 166.5625		N	ICP LOGISTICS	ROOSEVELT WORK NET (BUCKHORN MTN BASE)	
14	AIRGUARD	RX: 168.6250 TX: 168.6250		N	EMERGENCIES	AIRGUARD	
15	INCIDENT COUNTY 911 CENTER	RX: TBD TX: TBD	TBD	TBD	COUNTY 911 DISPATCH CENTER	SELECT APPROPRIATE COUNTY FREQUENCY FROM LIST BELOW.	
16	LAW ENFORCEMENT/AIRGUARD	RX: 168.6250 TX: 168.6250	110.9	N	TBD	LAW ENFORCEMENT: AIRGUARD IF NO NEED FOR LAW CHANNEL	
5. Prepared by: FTC COML GROUP; Approved by NFRWC Board on:							
Use Forest Repeater Network if FTC and ICP cannot communicate through the FTC Portable Command Repeater.							
FTC T3 IMG Air-Air Frequency: 127.3250. Request additional A/A & A/G frequencies from FTC if Initial Attack activity in the FTC area creates competition.							
TONES: Program Forest Repeater(s) (refer to repeater coverage maps in reference book) and County 911 Center frequency and tones based on location of incident.							
FTC Area County 911 Frequencies (Channel 15): Larimer 154.385 (RX/TX) Tone 156.7 Boulder: 154.3250 (RX/TX) Tone: 179.9 Gilpin: 153.8450 (RX) 156.0150 (TX) Tone: 100.0 Clear Creek: 155.0250 (RX) 155.7450 (TX) Tone: 100.0 Grand: 155.6850(RX) 158.8200 (TX) Tone: 156.7							
TBD: To Be Determined at time of incident based on geographic/county location.							

FIRE 700/800 MHZ TALKGROUPS**Fire Talkgroups**

1	MAYDAY	Emerg. Comm.	ISSI
2	ACF PRI	Adams County Fire Primary	FRCC
3	ACF GND A	Adams County Fire TAC	FRCC
4	ACF GND B	Adams County Fire TAC	FRCC
5	ACF GND C	Adams County Fire TAC	FRCC
6	BFRD PRI	Brighton Fire Primary	FRCC
7	BFRD GND A	Brighton Fire Ground	FRCC
8	BFRD GND B	Brighton Fire Ground	FRCC
9	BFRD ADMIN	Brighton Fire Admin	FRCC
10	FHFD PRI	Federal Heights Fire Primary	FRCC
11	FHFD GND A	Federal Heights Fire Ground	FRCC
12	JEF AIR EMER	Jeffco Air Emergency	DTRS
13	NMFR PRI	NORTH METRO FIRE DISPATCH	FRCC
14	NMFR GND A	NORTH METRO FIRE OPS A - ADCOM	FRCC
15	NMFR GND B	NORTH METRO FIRE OPS B - Broomfield	FRCC
16	NMFR GND C	NORTH METRO FIRE ADMIN TALKGROUP	FRCC
17	SACFD PRI	South Adams Fire Primary	FRCC
18	SACFD GND A	South Adams Fire Ground	FRCC
19	TFD PRI	Thornton Fire Primary	FRCC
20	TFD GND A	Thornton Fire Ground	FRCC
21	TFD GND B	Thornton Fire Department Fire Ground 2	FRCC
22	WFD PRI	Westminster FD Primary	WESTY
23	WFD GND A	Westminster FD ground	WESTY
24	WFD GND B	Westminster FD ground	WESTY
25	WFD GND C	Westminster FD ground	WESTY
26	BEN FD PRI	Bennet Fire Primary	DTRS
27	BEN FD GNDA	Bennet Fire Ground	DTRS
28	STRAS PRI	Strasburg Fire Primary	DTRS
29	STRAS GND A	Strasburg Fire Ground	DTRS
30	SABLE-ALTURA	Sable Altura Fire	DTRS
31	BYERS FD PRI	Byers Fire Primary	DTRS
32	DEERTRAIL FD	Deertrail Fire Primary	DTRS
33	ARAP E. GND	Arapahoe County East Fire Ground	DTRS
34	WLD FD DISP	fire dispatch	FRCC
35	WLD FG 2	fire ground	FRCC
36	WLD FG 3	hospital	FRCC
37	WLD FG 4	fire ground	FRCC
38	WLD FG 5	fire ground	FRCC
39	WLD FG 6	volunteer fd dispatch	FRCC
40	WLD FG 7	volunteer fd ground	FRCC
41	WLD FG 8	volunteer fd ground	FRCC
42	WLD FG 9	volunteer fd ground	FRCC
43	WLD FG 10	volunteer fd ground	FRCC
44	WLD FG 11	Weld County Fire Ground	FRCC
45	WLD FG 12	Weld County Fire Ground	FRCC
46	WLD FG 13	Weld County Fire Ground	FRCC
47	WLD FG 14	Weld County Fire Ground	FRCC
48	WLD FG 15	Weld County Fire Ground	FRCC
49	BARR OPS	BARR LAKE PARKS OPS	DTRS
50	BARR TAC	BARR LAKE PARKS TAC	DTRS

51	BRMF LAF FD 1	North Metro Fire/Lafayette Fire Ground 1	DTRS
52	BRMF LAF FD 2	North Metro Fire/Lafayette Fire Ground 2	DTRS

Law Enforcement Talkgroups

1	ADCO SO	Adams County Sheriff Primary	FRCC
2	ADCO C-C	Adams County Sheriff Car to Car	FRCC
3	ADCO TAC	Adams County Sheriff Swat/TAC	FRCC
4	BRGHT PD	Brighton PD Primary	FRCC
5	BRGHT C-C	Brighton PD Car to Car	FRCC
6	BRGHT TAC	Brighton PD Swat/TAC	FRCC
7	COMCTY PD	Commerce City PD Primary	FRCC
8	COMCTY CC	Commerce City PD Car to Car	FRCC
9	COMCTY TC	Commerce City PD Swat/TAC	FRCC
10	NTHGLN PD	Northglen PD Primary	FRCC
11	NTHGLN CC	Northglen PD Car to Car	FRCC
12	NTHGLN TC	Northglen PD Swat/TAC	FRCC
13	TH PD 1	Thornton PD Primary	FRCC
14	TH PD 2	Thornton Police Dispatch 2	FRCC
15	TH PD C-C	Thornton PD Car toCar	FRCC
16	TH PD TAC	Thornton PD Swat/TAC	FRCC
17	FDHTS PD	Federal Heights PD Primary	FRCC
18	FDHTS CC	Federal Heights PD Car to Car	FRCC
19	BRMF PD 1	BROOMFIELD PD MAIN	DTRS
20	BRMF PD 2	BROOMFIELD PD 2	DTRS
21	CSP ADAMS	CSP TROOP 1D Adams	DTRS
22	CSP WELD	CSP TROOP 3A GREELEY	DTRS
23	CSP Arapahoe	CSP LIMON TROOP 3D	DTRS

School Talkgroups

1	D12 COMCTR	Adams Statewide Com w/all D12	FRCC
2	D12 FLT	Adams Com w/busses & Flt. Maint.	FRCC
3	D12 MNT	Adams Dist. Wide Flt. Maint Comm w/ Busses	FRCC
4	D12 SCH	Adams Dist.Wide Com. w/Schools, ComCntr	FRCC
5	D12 BUS	Adams Statewide Com w/Busses,Schools, ComCntr	FRCC
6	SECURITY	Adams Emergency & Security D12 & Mapleton	FRCC
7	MAPL FLT	Adams Com w/busses & Flt. Maint.	FRCC
8	MAPL SCH	Adams Statewide Com w/Busses,& Mapleton	FRCC
9	D14Admin	Adams County School District 14	FRCC
10	A14 TRANS	Adams County School District 14 BUS Comm.	FRCC
11	A14 SAFETY	Adams County School District 14 Incident Command	FRCC

FRCC Mutual Aid

1	Fire OPS 1	North Metro Fire Chiefs Mutual Aid	FRCC
2	Fire OPS 2	North Metro Fire Chiefs Mutual Aid	FRCC
3	Fire OPS 3	North Metro Fire Chiefs Mutual Aid	FRCC
4	Fire OPS 4	North Metro Fire Chiefs Mutual Aid	FRCC
5	Fire OPS 5	North Metro Fire Chiefs Mutual Aid	FRCC
6	Fire OPS 6	North Metro Fire Chiefs Mutual Aid	FRCC
7	Fire OPS 7	North Metro Fire Chiefs Mutual Aid	FRCC
8	Fire OPS 8	North Metro Fire Chiefs Mutual Aid	FRCC
9	EMS OPS 1	North Metro Fire Chiefs Mutual Aid	FRCC
10	EMS OPS 2	North Metro Fire Chiefs Mutual Aid	FRCC

11	EMS OPS 3	North Metro Fire Chiefs Mutual Aid	FRCC
12	EMS OPS 4	North Metro Fire Chiefs Mutual Aid	FRCC
13	ADMAC 1	ADAMS COUNTY MUTUAL AID	FRCC
14	ADMAC 2	ADAMS COUNTY MUTUAL AID	FRCC
15	ADMAC 3	ADAMS COUNTY MUTUAL AID	FRCC
16	ADMAC 4	ADAMS COUNTY MUTUAL AID	FRCC
17	NMAT 1	Mutual Aid talkgroup for FRCC North of IH70	FRCC
18	NMAT 2	Mutual Aid talkgroup for FRCC North of IH70	FRCC
19	NMAT 3	Mutual Aid talkgroup for FRCC North of IH70	FRCC
20	NMAT 4	Mutual Aid talkgroup for FRCC North of IH70	FRCC
21	SMAT 5	Mutual Aid talkgroup for FRCC South of IH70	FRCC
22	SMAT 6	Mutual Aid talkgroup for FRCC South of IH71	FRCC
23	SMAT 7	Mutual Aid talkgroup for FRCC South of IH72	FRCC
24	SMAT 8	Mutual Aid talkgroup for FRCC South of IH73	FRCC

Network First

1	GOLD 1	Denver area Interop Primary Command and Control	DTRS/HARRIS
2	GOLD 2	Denver area Interop Secondary Command and Control	DTRS/HARRIS
3	RED NE	Denver Area NE quadrant Fire/EMS	DTRS/HARRIS
4	BLUE NE	Denver Area NE quadrant Law Enforcement	DTRS/HARRIS
5	RED SW	Denver Area SW quadrant Fire/EMS	DTRS/HARRIS
6	BLUE SW	Denver Area SW quadrant Law Enforcement	DTRS/HARRIS
7	RED NW	Denver Area NW quadrant Fire/EMS	DTRS/HARRIS
8	BLUE NW	Denver Area NW quadrant Law Enforcement	DTRS/HARRIS
9	RED SE	Denver Area SE quadrant Fire/EMS	DTRS/HARRIS
10	BLUE SE	Denver Area SE quadrant Law Enforcement	DTRS/HARRIS
11	GREY	Denver Area Federal Agencies	DTRS/HARRIS
12	GREEN 1	Denver Area EMS not fire	DTRS/HARRIS
13	GREEN 2	Denver Area EMS not fire	DTRS/HARRIS
14	SILVER	Glendale PD, Auraria PD, ESU MAC	DTRS/HARRIS

MAC Channels

1	MAC 1 MET	METRO MUTUAL AID STATEWIDE	DTRS
2	MAC 2 MET	METRO MUTUAL AID CH 2	DTRS
3	MAC 3 MET	METRO MUTUAL AID CH 3	DTRS
4	MAC 4 MET	METRO MUTUAL AID CH4	DTRS
5	MAC 5 NE	NORTHEAST MUTUAL AID STATEWIDE	DTRS
6	MAC 6 NE	NE MUTUAL AID CH 2	DTRS
7	MAC 7 NE	NE MUTUAL AID CH3	DTRS
8	MAC 8 NE	NE MUTUAL AID CH4	DTRS
9	MAC 9 SE	SOUTHEAST MUT AID STATEWIDE	DTRS
10	MAC 10 SE	SE MUTUAL AID CH2	DTRS
11	MAC 11 SE	SE MUTUAL AID CH3	DTRS
12	MAC 12 SE	SE MUTUAL AID CH4	DTRS
13	MAC 13 SW	SOUTHWEST MUT AID STATEWIDE	DTRS
14	MAC 14 SW	SW MUTUAL AID CH 2	DTRS
15	MAC 15 SW	SW MUTUAL AID CH 3	DTRS
16	MAC 16 SW	SW MUTUAL AID CH 4	DTRS
17	MAC 17 NW	NORTHWEST MUT AID STATEWIDE	DTRS
18	MAC 18 NW	NW MUT AID CH 2	DTRS
19	MAC 19 NW	NW MUT AID CH 3	DTRS
20	MAC 20 NW	NW MUT AID CH4	DTRS
21	MAC 21 ST W	STATEWIDE MAC CHANNEL	DTRS

RSAR	Rampart Search and Rescue	DTRS
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Hospital Talkgroups

1	AVISTA	CENTURA HEALTH-AVISTA ADVENTIST HOSPITAL	DTRS
2	BLDRCOMMHSP	BOULDER COMMUNITY HOSPITAL	DTRS
3	CENTHEALTH	CENTENNIAL HEALTHCARE	DTRS
4	CHILDRENS	CHILDREN'S HOSPITAL ASSOCIATION, THE	DTRS
5	DEN HEALTH	DENVER HEALTH MEDICAL CENTER	DTRS
6	LITTLETNHSP	LITTLETON HOSPITAL	DTRS
7	LONGMNT HSP	LONGMONT UNITED HOSPITAL	DTRS
8	LUTH HOSP	LUTHERAN MED CTR	DTRS
9	AUR MED CTR	AURORA MED CTR	DTRS
10	NRTHSUB MED	NORTH SUBURBAN MEDICAL CENTER	DTRS
11	PLT VAL MED	PLATTE VALLEY MEDICAL CENTER	DTRS
12	PORTER HSP	PORTER HOSPITAL	DTRS
13	PSL HOSP	PRESBYTERIAN/ST LUKE'S MEDICAL CENTER	DTRS
14	ROSE MED CR	ROSE MEDICAL CENTER	DTRS
15	ST ANTH CEN	ST ANTHONY CENTRAL HOSPITAL-CENTURA HEALTH	DTRS
16	STANTH NRTH	ST ANTHONY NORTH HOSPITAL-CENTURA HEALTH	DTRS
17	ST JOE HOSP	ST JOSEPH HOSP	DTRS
18	SWEDISH MED	SWEDISH MEDICAL CENTER	DTRS
19	UNIV MED CT	UNIVERSITY OF COLORADO HOSPITAL AUTHORITY	DTRS
20	SKYRIDGE	SKY RIDGE MEDICAL CENTER	DTRS
21	CENT PRKR H	CENTURA PARKER	DTRS
22	SWEDISH SW	SWEDISH HOSPITAL SOUTHWEST	DTRS
23	BLDR FT HSP	BOULDER COMMUNITY/ FOOTHILLS HOSPITAL	DTRS
24	KINDRED HSP	KINDRED HOSPITAL-DENVER	DTRS
25	LFCARE DEN	LIFECARE HOSPITALS OF DENVER	DTRS
26	SLCT HSP DN	SELECT SPECIALTY HOSPITAL-DENVER	DTRS
27	SLCT HSP DS	SELECT SPECIALTY HOSPITAL-DENVER-SOUTH CAMPUS	DTRS
28	PRES REHAB	SPALDING REHAB HOSPITAL AT PRES/ST LUKES MEDICAL CENTER	DTRS
29	ROSE REHAB	SPALDING REHABILITATION AT ROSE MEDICAL CENTER	DTRS
30	SPALD REHAB	SPALDING REHABILITATION HOSPITAL	DTRS
31	VA HOSP DEN	VA - Denver	DTRS
32	ANSHUTZ HSP	Anshutz Inpatient Pavilion (UCHSC), Aurora	DTRS
33	KAISER HSP	Kaiser Permanente Colorado Region (Aurora)	DTRS
34	CCHN	Colorado Community Health Network (Denver)	DTRS
35	TIERONE CMD	Tier One-Emergency Preparednes & Response	DTRS
36	ORTHO CO	Ortho-Colorado Hospital (at St. Anthony Central)	DTRS
37	NSUB MED NE	North Suburban Medical Center Northeast ER	DTRS
38	EXEMPLA	EXEMPLA GOOD SAMARITAN	DTRS
39	MED CNT RKY	MEDICAL CENTER OF THE ROCKIES	DTRS
40	PVH ER	Poudre Valley Hospital Emergency Channel	DTRS
41	PVH MED	Poudre Valley Hospital EMS Medical Channel (PFA/PVH Medical Calls)	DTRS
42	PVH TAC1	POUDRE VALLEY HOSPITAL TRAUMA	DTRS
43	PVH TAC2	POUDRE VALLEY HOSPITAL SECURITY	DTRS
44	MCKEY LVL HOSP	MCKEY MEDICAL CENTER LOVELAND	DTRS
45	NOCO MEDCTR	NORTHERN COLO MED CENTER GREELEY	DTRS
46	UCH ECC	UCH Emergency Care Center (Greeley)	DTRS



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 15, 2018
SUBJECT: Amendment to Purchase Agreement for Falcon Resources Property
FROM: Nathan Mosley, Marc Pedrucci, and Aaron Clark
AGENCY/DEPARTMENT: Parks and Open Space
HEARD AT STUDY SESSION ON: August 15, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: The Board of County Commissioners approves an amendment to the Purchase Agreement for acquisition of the 14-acre Falcon Resources Property.

BACKGROUND:

The BoCC approved the Purchase Agreement for the Falcon Resources property at public hearing on April 10, 2018. The title company has informed the POSD that the Purchase Agreement requires the title company to “delete or insure over the standard exceptions...” which the title company cannot do without a survey. Our options are to either pay for a survey, or simply remove this language from the Purchase Agreement. Since this property is surrounded by county open space, we are not concerned with boundary disputes or other concerns that would normally present a need for a survey. The POSD is recommending that BoCC amend the Purchase Agreement to remove this language, and thereby avoid the time and expense of doing a survey. This amendment will also change the closing date from April 30 to June 30.

The Parks and Open Space Department (POSD) proposes to acquire the Falcon Resources property at the appraised price of \$175,000. An Adams County Open Space Grant of \$105,000 has been recommended to the BoCC for approval by the Open Space Advisory Board.

Falcon Resources is directly adjacent to several open space properties already owned by Adams County. It is immediately north of the Adams County Regional Park, immediately to the east of the Van Scoyk property, and directly west (across the river) from the E-470 property. The property is primarily in the floodplain and floodway of the South Platte River. Acquisition of the property will provide an open space buffer for the Regional Park and other nearby County-owned open space properties.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Parks and Open Space

ATTACHED DOCUMENTS:

Resolution

Amendment to Purchase Agreement

FISCAL IMPACT:

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

Fund: 27**Cost Center: 6107**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	28.9810		\$105,000
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	9010	61071802W	\$175,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$70,000

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

**RESOLUTION APPROVING AN AMENDED PURCHASE AND SALE
AGREEMENT FOR THE FALCON RESOURCES PROPERTY BETWEEN
FALCON RESOURCES, INC., AND ADAMS COUNTY**

WHEREAS, on April 10, 2018, the Board of County Commissioners approved a Purchase and Sale Agreement between Adams County and Falcon Resources for the purchase of the Falcon Resources Property (the “Agreement”); and,

WHEREAS, the parties entered into the Agreement for the Property dated April 10, 2018; and,

WHEREAS, the title company refused to insure over the standard exceptions to the title policy, as required in the Agreement, without a survey; and,

WHEREAS, by means of this Amended Purchase and Sale Agreement the parties wish to delete the requirement of insuring over the standard exceptions in the title policy and adjust the dates in the Agreement to account for the delay caused by the title company.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Amended Purchase and Sale Agreement for the Falcon Resources property between Falcon Resources, Inc., and Adams County, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

BE IT FURTHER RESOLVED that the Chair is authorized to execute said Amended Purchase and Sale Agreement on behalf of Adams County.

BE IT FURTHER RESOLVED that Adams County hereby authorizes the expenditure of funds necessary to meet terms and obligations of said Amended Purchase and Sale Agreement.

BE IT FURTHER RESOLVED that Parks & Open Space Department staff is authorized to attend the closing and sign non-contractual documents on behalf of the County.

AMENDED PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into as of the ____ day of _____, 2018, by and between the Board of County Commissioners, County of Adams, State of Colorado, located at 4430 S. Adams County Parkway ("County"), and Falcon Resources, Inc., whose legal address is 2630 W. Bellevue Ave., Suite 220, Littleton, Colorado 80123; (the "Seller").

RECITALS

- A. WHEREAS, Seller owns 14 acres of real property situated in the County of Adams, State of Colorado, as depicted on the map attached as Exhibit A, and more particularly described as follows:

PARCEL A:

ALL THAT PART OF THE SOUTHEAST 1/4 SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, LYING WESTERLY OF THE SOUTH PLATTE RIVER.

EXCEPT ANY PORTION DESCRIBED IN DEED RECORDED APRIL 18, 1989 IN BOOK 3555 AT PAGE 369;

AND

EXCEPT ANY PORTION DESCRIBED IN DEED RECORDED MARCH 21, 2006 UNDER RECEPTION NO.

20060321000283300, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL B:

THE EAST 1/2 EAST 1/2 SOUTHWEST 1/4 SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE

67 WEST OF THE 6TH PRINCIPAL MERIDIAN,

EXCEPT ANY PORTION DESCRIBED IN DEED RECORDED APRIL 18, 1989 IN BOOK 3555 AT PAGE 369,

COUNTY OF ADAMS, STATE OF COLORADO.

Also known as Adams County Assessor Parcel Numbers 0157123000017 and 0157123000016.

- B. WHEREAS, County wishes to purchase the approximately 14 acres of the above described real property, together with all improvements, as depicted on the map attached as Exhibit A (the "Property"); and
- C. WHEREAS, County wishes to purchase the Property, together with all improvements and appurtenances for \$175,000 dollars; and

- D. WHEREAS, parties entered into a Purchase and Sale Agreement for the Property dated April 10, 2018; and,
- E. WHEREAS, the title company refused to insure over the standard exceptions to the title policy, as required in the Purchase and Sale Agreement, without a survey; and

WHEREAS, by means of this Amended Purchase and Sale Agreement the parties wish to delete the requirement of insuring over the standard exceptions in the title policy and adjusting the dates in Purchase and Sale Agreement to account for the delay caused by the title company.

WITNESSETH:

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the County and Seller hereby agree as follows:

- 1. **Purchase and Sale.** Subject to the terms and conditions set forth in this Agreement, the Seller agrees to sell and convey to County, and County agrees to purchase from Seller, the Property.
- 2. **Purchase Price.** The total purchase price for the Property shall be \$175,000 ("Purchase Price"). Purchase Price shall be payable upon the closing of the transaction contemplated by this Agreement ("Closing"). The location of the Closing shall be Land Title Guarantee Company in Brighton, Colorado. County shall pay Seller the Purchase Price, subject only to adjustments and prorations provided for herein, by cash or certified funds.
 - 2.1 **Appraisal.** No appraisal contingency.
 - 2.2 **Earnest Money.** The Earnest Money Deposit shall be five thousand dollars and no cents (\$5,000), which shall be deposited into an interest bearing escrow account established by Land Title Guarantee Company, within five (5) business days following the execution and delivery of the Agreement by and between County and Seller. So long as County performs fully on the Agreement, the entire Earnest Money Deposit of five thousand dollars and no cents (\$5,000) shall become non-refundable upon the expiration of the Inspection Period and waiver of all Contingencies by County, which shall be by no later than 5:00 p.m. on June 30th, 2018.
 - 2.3 **Inspection.** County shall have the right to inspect the physical condition of the Property at County's expense. If the physical condition of the Property is unsatisfactory in the County's subjective discretion, County shall give notice to Seller by May 30th, 2018. If the parties fail to agree in writing to a

resolution of County's objection(s) by June 30th, 2018, then this Agreement shall terminate, unless the County waives the objection in writing prior to June 30th, 2018. In the event that the County terminates the Agreement pursuant to this section, the Earnest Money Deposit shall be returned to the County without deduction or penalty.

- 2.4 **Property Survey.** Seller shall provide to the County any and all surveys they may have in their possession. The County, in its sole discretion, shall decide if a new property survey is required. If a new survey is required, the County, at its expense, shall contract with a reputable survey company for an ALTA Survey of the Property including a depiction and legal description of the Property.
3. **Environmental History.** The County, at its sole option and expense, may contract for a Phase I Environmental Site Assessment on the Property. If the County has an objection based on the Phase I Environmental Site Assessment, such an objection must be made in writing by June 1st, 2018. If Seller receives a written objection based on the Phase I Environmental Site Assessment, Seller shall use reasonable effort to correct said items and bear any nominal expense to correct the same prior to Closing. If, in the County's sole discretion, the results of the Phase I Environmental Site Assessment support the need for a Phase II Environmental Site Assessment, then Seller shall cooperate with the County to obtain a Phase II Environmental Site Assessment. The County will pay the expense of the Phase II Environmental Site Assessment. If the parties are unable to reach agreement regarding cleanup of any environmental objections on or before Closing, this Agreement shall then terminate; provided, however, County may waive objection to such terms by written notice received by Seller on or before Closing. In the event that the County terminates the Agreement pursuant to this section, the Earnest Money Deposit shall be returned without deduction or penalty.
4. **Title**
 - 4.1 The Property shall be merchantable in the Seller, subject only to taxes and assessments for the year in which the Closing occurs and subject to the list of exceptions found in the title commitment.
 - 4.2 The Seller, at the Seller's sole expense, shall provide evidence of title to the Property by a title insurance commitment in the amount of the Purchase Price to the County by June 1, 2018. If the County, in its sole discretion, finds the title is not merchantable or has other objection as to the evidence of title, then County shall so advise the Seller in writing by June 30th, 2018.
 - 4.3 If Seller receives notice of unmerchantability of title(s) or any other unsatisfactory title conditions(s) or commitment terms as provided in Section 4.2, Seller shall use reasonable effort to correct said items and bear any

nominal expense to correct the same prior to Closing. If such unsatisfactory title conditions are not corrected on or before Closing, this Agreement shall then terminate; provided, however, County may waive objection to such terms by written notice received by Seller on or before Closing. In the event that the County terminates the Agreement pursuant to this section, the Earnest Money Deposit shall be returned to the County without deduction or penalty.

- 4.4 *Matters not shown by public records.* Seller shall deliver to County, on or before June 1, 2018, true copies of all leases, surveys, and water decrees in Seller's possession pertaining to the Property and shall disclose to County all easements, liens or other title matters not shown by the public records of which Seller has actual knowledge. County shall have the right to inspect the Property to determine if any third parties have any right in the Property not shown by the public records, such as unrecorded easements, unrecorded leases, dry up agreements or boundary line discrepancy. Written notice of any unsatisfactory conditions disclosed by Seller or revealed by such inspection shall be given to Seller on or before June 30th, 2018.
5. **Prorations.** County shall be responsible for the closing costs. Seller shall be responsible for the costs of the title insurance policy. Property taxes for the year of Closing shall be prorated. The closing company shall be instructed to pay taxes rather than to give the County a credit.
6. **Leases.** Seller will disclose to County any and all leases related to the Property prior to June 1, 2018.
7. **Closing-Conveyance.**
- 7.1 Closing shall take place on or before June 30, 2018, at such time as the parties may, by mutual agreement, designate. If the inspection, title and off-record matters meet with County's satisfaction prior to the stated deadlines, the parties may agree to a closing date earlier than June 30th, 2018.
- 7.2 *Deeds.* Seller shall provide the County with a Special Warranty Deed as title to the Property.
8. **Notices.** All notices or other communications required or permitted to be given by this Agreement shall be in writing and shall be delivered personally (including by means of professional messenger service); or sent by prepaid registered or certified mail, return receipt requested and addressed as follows, or by fax to the below fax numbers:

If to County, to:

Aaron Clark
Adams County Regional Park

9755 Henderson Road
Brighton, Colorado 80601
Fax: (303) 637-8015

With a copy to:

Adams County Attorney's Office
4430 South Adams County Parkway
Brighton, Colorado 80601
Fax: (303) 654-6114

If to Seller, to:

Falcon Resources, Inc.
Attn: Gordon Burr
2630 W. Belleview Ave., Suite 220
Littleton, CO 80123

Or, as to such other address as shall, from time to time, be supplied by either party by like notice. Any notice of other communication sent as aforesaid shall be deemed served when actually received or refused.

9. Remedies

- 9.1 **County's default.** If the Contingencies are satisfied and the sale and purchase is not consummated because of County's default, then Land Title Guarantee Company shall deliver the Earnest Money Deposit, plus any accrued interest, to Seller as full liquidated damages for such default by County, and this shall be Seller's sole and exclusive remedy. The parties expressly acknowledge that it is impossible to more precisely estimate the damages suffered by Seller upon the County's default, and that receipt of the Earnest Money Deposit, plus interest, is intended not as a penalty, but as full liquidated damages.
- 9.2 **Seller's default.** If the Contingencies are satisfied and the sale and purchase is not consummated because of Seller's default, then Land Title Guarantee Company shall return the Earnest Money Deposit without deduction or penalty, plus any accrued interest, to the County and this shall be the County's sole and exclusive remedy.
10. **General Provisions.** The parties further agree as follows:

- 10.1 **Time.** Time is of the essence of this Agreement and County's and Seller's obligations hereunder. For purposes of this Agreement, facsimile copies shall be treated as originals.
- 10.2 **Entire Agreement.** No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. This Agreement contains the entire agreement between the parties relating to the purchase and sale of the Property. All prior negotiations between the parties are merged in this Agreement and there are no promises, agreements, conditions, undertakings, warranties or representations—whether written, express or implied—between the parties other than as set forth herein.
- 10.3 **Exhibits.** The exhibits hereto constitute an integral part of this Agreement and are incorporated herein.
- 10.4 **Survival.** All of the representations, warranties, covenants and agreements hereunder, to the extent not fully performed and discharged by or through the Closing, shall not be deemed merged into any instrument delivered at Closing and shall remain fully enforceable thereafter.
- 10.5 **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, and venue for any lawsuit arising from this Agreement shall be in Adams County, Colorado.
- 10.6 **Headings.** The headings which appear in some of the sections of this Agreement are for purposes of convenience and reference and are not in any sense to be construed as modifying the sections in which they appear.
- 10.7 **Counterparts.** This Agreement may be executed in counterparts, each of which (or any combination of which) when signed and delivered by all of the parties shall be deemed an original, but all of which when taken together shall constitute one agreement.
- 10.8 **Successor and Assign.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.
- 10.9 **Authority.** Each party to the Agreement warrants to the other that the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents.
11. In the event that any provisions of this Agreement shall be determined to be illegal, invalid or unenforceable, a provision similar in terms will be added to this Agreement, if possible, which provision shall be legal, valid and

- enforceable; and this Agreement shall not be construed against the party preparing it, but shall be construed as if all parties prepared this Agreement.
12. This Agreement shall replace and supersede the original Purchase and Sale Agreement dated April 10, 2018.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS
COUNTY OF ADAMS, STATE OF COLORADO

Mary Hodge, Chair

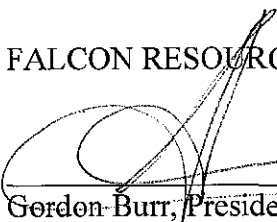
ATTEST:
STAN MARTIN, CLERK AND RECORDER

Deputy Clerk

APPROVED AS TO FORM:

County Attorney's Office

FALCON RESOURCES, INC. :



Gordon Burr, President



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 15, 2018
SUBJECT: Development Agreement for County-owned property located at 1931 Bridge Street as part of a subdivision application in the City of Brighton
FROM: Kristin Sullivan, Director, Community and Economic Development Department
AGENCY/DEPARTMENT: Community and Economic Development Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve the Development Agreement as part of the County's application for subdivision in the City of Brighton.

BACKGROUND:

The County is the applicant for a subdivision application currently under consideration by the Brighton City Council for property located at 1931 Bridge Street in the City of Brighton. As part of the City's subdivision requirements, the County must enter into a Development Agreement for required development improvements in order to subdivide the subject property. This Development Agreement and its requirements shall be the responsibility of the future buyer and/or developer of this property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office

ATTACHED DOCUMENTS:

Resolution

Development Agreement

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

**RESOLUTION APPROVING DEVELOPMENT AGREEMENT BETWEEN ADAMS
COUNTY AND THE CITY OF BRIGHTON FOR THE
FUTURE DEVELOPMENT OF COUNTY-OWNED PROPERTY LOCATED AT
1931 BRIDGE STREET AS PART OF A SUBDIVISION APPLICATION IN
THE CITY OF BRIGHTON**

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that where designated the County shall have entered into a written agreement with the City of Brighton for future development to install public and/or private improvements; and,

WHEREAS, on May 15, 2018, at a public hearing, the Brighton City Council will hear the County's subdivision case considering the subject Development Agreement; and,

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the attached Development Agreement in order to complete the requirements of the County's subdivision application in the City of Brighton.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Development Agreement between Adams County and the City of Brighton for County-owned property located at 1931 Bridge Street in the City of Brighton, a copy of which is attached hereto and incorporated herein by this reference, be approved.

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

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
City of Brighton City Clerk**

THIS SPACE FOR RECORDER'S USE ONLY

**FULTON PLAZA FILING NO. 1
SUBDIVISION**

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 20____ by and between the CITY OF BRIGHTON, COLORADO, a home rule municipality of the County of Adams, State of Colorado (the "City", "Brighton") and Adams County, a political subdivision of the State of Colorado (the "County", "Owner", and "Developer").

WHEREAS, Adams County (the "Owner") is the owner of a 12.290-acre parcel of land comprised of two lots and one tract (the "Property"), more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof; and

WHEREAS, the Owner has submitted a Final Plat (the "Plat"), Fulton Plaza Filing No. 1 Subdivision (the "Development", "Subdivision", or "Property"), attached hereto as **Exhibit A** and incorporated herein by reference. Said Plat has been reviewed and approved by the City Council of the City of Brighton; and

WHEREAS, the City's development regulations require that the public improvement obligations be guaranteed in a form acceptable to the City;

WHEREAS, the City's development regulations require the Owner/Developer to execute a development agreement with the City relative to improvements related to the Development; and

WHEREAS, the City acknowledges that the stated purpose of the County in submitting an application for a Final Plat and entering into this Agreement is not to develop the Property, but to subdivide and rezone the Property so that the Property may be subsequently sold by the County to a developer.

NOW THEREFORE, in consideration of the foregoing Agreement, the City and the Owner (the "Parties") hereto promise, covenant, and agree as follows:

SECTION 1 DEFINITIONS

Definitions. The following terms and definitions shall apply to this Development Agreement and the exhibits and attachments hereto. If there is a conflict between the following definitions and a specific provision of the Development Agreement or any exhibit or attachment, the more restrictive shall apply.

“Benefited landowner” for reimbursement purposes means the landowner or developer that will directly benefit by the availability of an off-site public improvement constructed pursuant to this Development Agreement for connection, protection and/or service for the proposed development of the benefited property, whether connected or not, and but for its prior construction the benefited landowner would have been required to build the public improvement.

The term, ***“Civil Engineering Documents”*** includes civil plans, construction plans, or any combinations thereof with drawings replacing the word “Plans,” and shall mean any graphic representation of the following: demolition plans, grading plans, drainage plans, water system plans, sanitary sewer plans, streets plans, or any combination thereof. This list is not exhaustive in nature and should include any plans and reports included in the civil engineering scope.

The term, ***“Common area”*** refers to land within or related to a development, not individually available for sale or lease, that is designed and intended for the common use and enjoyment of residents, employees, or visitors of the development and may include such complementary structures and improvements as are necessary and appropriate.

The term, ***“Common-Interest Management Association”*** means a Unit Owners’ Association created pursuant to Article 33.3, of Title 38, C.R.S. *Colorado Common Interest Ownership Act*, including a Home Owners Association (HOA) or other entity established for the purpose of owning and maintaining privately owned common-interest areas and infrastructure that are not maintained by individual property owners or the City. These common areas may include recreational amenities, parks, walkways, trails, drainage facilities, common area landscape tracts, subdivision signs, common area fencing, or any other privately owned common-interest areas and infrastructure that are not owned and maintained by individual property owners or the City. Common-Interest Management Associations may also provide common-interest services such as mail kiosks, trash collection, snow plowing, and other common-interest services that are not performed by individual property owners or the City.

“Completion of Construction” means the date the City has certified in writing that all three of the following have occurred:

- a) Construction is complete in accordance with the construction specifications and the requirements of this Development Agreement;
- b) The City has issued Final Acceptance; and
- c) The City can full occupy or utilize the work for the purpose for which it is intended.

“**Construction permit**” as used in this Development Agreement and the attachments hereto includes building permits, infrastructure permits, temporary use permit; and permits for grading, excavating, drainage, erosion and sediment control and the moving of structures.

“**Costs**” and “**Actual Costs**” as used to determine the costs of required Public Improvements, reimbursement agreements and shared reimbursement agreements means the actual costs of the improvement(s) including the cost of design and construction of the improvement(s), including the cost of over-sizing of utilities, and an adjustment for the current interest rate during the cost recovery period of the reimbursement agreement. The cost must be

- a) Reasonable, i.e., the cost is generally recognized as necessary for the performance of the project and is one that a prudent person would consider reasonable given the same set of circumstances;
- b) It must be allocable to the applicable improvement project, i.e., the cost is incurred for the benefit of only one project or the item can be easily assigned to multiple benefiting projects; and,
- c) A specific project may only be charged that portion of the cost which represents the direct benefit to that project.

The term “**Costs**” or “**Actual Costs**” shall not include indirect costs for overhead, administration and general staff expenses, equipment rental, maintenance, and similar expenses.

“**Developer**” means the landowner, person, firm, partnership, joint venture, Limited Liability Company, association, corporation, construction agent or other agent who has applied for approval of land development as reflected in this Development Agreement and the attachments hereto, and any successor in interest thereto.

SECTION 2 GENERAL CONDITIONS

- 2.1 **Development Obligation.** Developer shall be responsible for the performance of the covenants set forth herein.
- 2.2 **Development Impact Fees and Other Fees.** Developer shall pay all fees related to development of the property described in the Plat(s) at the time of issuance of a building permit for any or all portions of the Development. The amount of the fees shall be the amount in effect at the time construction permits are issued. Any amendment to the kinds of fees or the amounts of said fees enacted by the City after the date of this Agreement are incorporated into this Agreement as if originally set forth herein.
- 2.3 **Schedule of Improvements.** For this Agreement, the term “Schedule of Improvements” and/or “Phasing Plan(s)” shall mean a detailed listing, together with the costs thereof, of all of the Public Improvements, the design, construction, installation, and phasing of which is the sole responsibility of the Developer. The “Schedule of Improvements” may be divided into Phases of the approved Final Plat(s) for the Development, and shall

specify, as to each improvement listed below, the type, size, general location, and estimated cost of each improvement and the development Phase in which the Public Improvement is to be built:

- Water Lines
- Sanitary Sewer Lines
- Storm Sewer Lines
- Drainage Retention/Detention Ponds
- Streets/Alleys/Rights-of-Way
- Curbs/Gutters
- Sidewalks
- Bridges and Other Crossings
- Traffic Signal Lights
- Street Lights
- Signs
- Fire Hydrants
- Guard Rails
- Neighborhood Parks/Community Parks
- Open Space
- Trails and Paths
- Street Trees/Open Space and/or Common Area Landscaping
- Irrigation Systems
- Wells
- Fencing/Retaining Walls
- Parking Lots
- Permanent Easements
- Land Donated and/or Conveyed to the City
- Value of Land Beneath All Infrastructure Improvements
- Value of Water Donated and/or Conveyed to the City

2.4 Engineering Services. Developer agrees to furnish, at its sole expense, all necessary engineering services and civil engineering documents relating to the design and construction of the Development and the Public Improvements set forth in the Schedule of Improvements and/or Phasing Plan(s) described in **Exhibit B**, attached hereto and incorporated herein by this reference (the “Improvements” and/or the “Schedule of Public Improvements” and/or the “Phasing Plan(s)”). Said engineering services shall be performed by, or under the supervision of, a Registered Professional Engineer, or a Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law, and shall conform to the standards and criteria for Public Improvements as established and approved by the City as of the date of submittal to the City.

2.5 Construction Standards. Developer shall construct all Improvements required by this Agreement, and any other Improvements constructed in relation to the Development, in accordance with the plans and specifications approved in writing by the City, and with the approved Final Plat(s), and in full conformity with the City’s construction specifications applicable at the time of construction plan approval.

- 2.6 Development Coordination.** Unless specifically provided in this Agreement to the contrary, all submittals to the City or approvals required of the City in connection with this Agreement, shall be submitted to or rendered by the City Manager or the Manager's designee, who shall have general responsibility for coordinating development with the Developer.
- 2.7 Plan Submission and Approval.** Developer shall furnish to the City complete civil engineering documents and plans for all Improvements to be constructed in each Phase of the Development, as defined in Section 1.16 below, and obtain approval of the plans for each Phase prior to commencing any construction work thereon. The City shall issue its written approval or disapproval of said plan as expeditiously as reasonably possible. Said approval or disapproval shall be based upon standards and criteria for public improvements as established and approved by the City, and the City shall notify Developer of all deficiencies which must be corrected prior to approval. All deficiencies shall be corrected and said plans shall be resubmitted to and approved by the City prior to construction.
- 2.8 Construction Acceptance and Warranty.**
- 2.8.1** No later than ten (10) days after construction of Public Improvements is completed, Developer shall request inspection of the Improvements by the City. If Developer does not request this inspection within ten (10) days of completion of the Improvements, the City may conduct the inspection without approval of the Developer.
- 2.8.2** At the time of said request, and as a condition thereof, the Developer shall submit to the City a revised and updated Schedule of Improvements, delineating all modifications to the original Schedule of Improvements and specifying the actual costs, rather than the estimated costs, of all the completed Improvements listed on the Schedule of Improvements, including satisfactory documentation to support said actual costs.
- 2.8.3** Developer shall provide "as built" drawings and a certified statement of construction costs no later than thirty (30) days after an Improvement is completed, or prior to a reduction in the Improvement Guarantee (see Section 2.13 below), whichever occurs earlier.
- 2.8.4** If Developer has not completed the Improvements on or before the completion dates set forth in the Phasing Plan and/or Schedule of Public Improvements provided for in Section 2.16 herein, the City may exercise its rights to secure performance as provided in Section 10.1 of this Agreement.
- 2.8.5** If the Improvements completed by Developer are satisfactory, the City shall grant "construction acceptance," which shall be subject to final acceptance as set forth herein. If the Improvements completed by Developer are unsatisfactory, the City shall provide written notice to Developer of the repairs, replacements, construction, or other work required to receive "construction acceptance." Developer shall complete the work within thirty (30) days of said notice, weather permitting. After Developer completes the repairs, replacements, construction, or other work required, Developer shall request of the City a re-inspection of such work to determine if construction acceptance can be granted, and the City shall provide written notice to Developer of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Developer's expense. If Developer does not complete the repairs, replacements,

construction, or other work required within thirty (30) days of said notice, the City may exercise its right to secure performance as provided in Section 9.1 of this Agreement. The City reserves the right to schedule re-inspections, depending upon the scope of deficiencies:

2.8.6 No Commercial Building Certificates of Occupancy shall be issued by the Administrative Division of the Community Development Department prior to Construction Acceptance of Public Improvements unless expressly permitted in **Exhibit G** of this document.

2.9 **Maintenance of Improvements.** For a one (1) year period from the date of Construction Acceptance of any Improvements related to the Development, Developer shall, at its own expense, take all actions necessary to maintain said Improvements and make all needed repairs and replacements, which, in the reasonable opinion of the City, shall become necessary. If within thirty (30) days after Developer's receipt of written notice from the City requesting such repairs or replacements the Developer has not completed such repairs, the City may exercise its rights to secure performance as provided in Section 9.1 of this Agreement.

2.10 **Final Acceptance.** At least thirty (30) days before one (1) year has elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Developer shall request a "final acceptance" inspection. The City shall inspect the Improvements and shall notify the Developer in writing of all deficiencies and necessary repairs. After Developer has corrected all deficiencies and made all necessary repairs identified in said written notice, the City shall issue to Developer a letter of "final acceptance." If any mechanic's liens have been filed with respect to the public Improvements, the City may retain all or a portion of the Improvement Guarantee up to the amount of such liens.

2.11 **Reimbursement to the City.** The City may complete construction, repairs, replacements, testing, maintenance or other work for Developer, pursuant to Sections 2.8, 2.9 or 2.10 of the Agreement, with funds other than the Improvements Guarantee, in which event Developer shall reimburse the City within thirty (30) days after receipt of written demand and supporting documentation from the City. If Developer fails to so reimburse the City, the Developer shall be in default of the Agreement and the City may exercise its rights under Section 10.1 of this Agreement.

2.12 **Testing and Inspection.** Developer shall employ, at its own expense, a licensed and registered testing company, to perform all testing of materials or construction that may be reasonably required by the City, and shall furnish copies of test results to the City, on a timely basis, for City review and approval prior to commencement or continuation of that particular phase of construction. In addition, at all times during said construction, the City shall have access to inspect the materials and workmanship of said construction. All materials and work not conforming to the approved plans and specifications shall be repaired or removed and replaced at Developer's expense so as to conform to the approved plans and specifications. All work shown on the approved Public Improvements Plans requires inspection by the appropriate department, such as the Streets & Fleet and Utilities Departments. Inspection services are provided Monday through Friday, except legal holidays, from 8:00 a.m. to 5:00 p.m., throughout the year. During the hours listed above, inspections shall be scheduled by 4:00 p.m. of the day

prior to the requested inspection day. Requests for inspection services beyond the hours listed above shall be submitted a minimum of 48 hours in advance for approval. All requests for after-hours inspection services shall be made on a form provided by the Engineering Division. If the request is approved, the Developer shall reimburse the City for all direct costs of the after-hours inspection services. If the request is denied, the work shall not proceed after the hours listed above.

2.13 Improvement Guarantees.

2.13.1 Developer shall submit to the City an Improvement Guarantee for all Public Improvements related to each phase of the Development, as listed in Section 2.3 above and specified in Exhibit B. Said guarantee may be in cash, bond, or a letter of credit in a format provided by the City as shown in **Exhibit C.** Infrastructure permits shall be issued for only that phase of the Development for which said guarantees have been furnished. The total amount of the guarantee for each phase of development shall be calculated as a percentage of the total estimated cost, including labor and materials, of all Public Improvements to be constructed in said phase of the Development as described in **Exhibit B.** The total minimum amounts are as follows:

- A. Prior to City approval of Public Improvements Construction Plans – 115%
- B. Upon Construction Acceptance prior to Final Acceptance – 15%
- C. After Final Acceptance – 0%

2.13.2 In addition to any other remedies it may have, the City may, at any time prior to Final Acceptance, draw on any Improvement Guarantee issued, pursuant to this Agreement, if Developer fails to extend or replace any such Improvement Guarantee at least thirty (30) days prior to expiration of such Improvement Guarantee, or fails to otherwise comply with the Improvement Guarantee. If the City draws on the guarantee to correct deficiencies and complete any Improvements, any portion of said guarantee, not utilized in correcting the deficiencies and/or completing the Improvements, shall be returned to Developer within thirty (30) days after said Final Acceptance.

2.13.3 In the event the Improvement Guarantee expires, or the entity issuing the Improvement Guarantee becomes non-qualifying, or the cost of the Improvements and related construction as reasonably determined by the City to be greater than the amount of the security provided, then the City shall furnish written notice to the Developer of the condition, and within thirty (30) days of receipt of such notice, the Developer shall provide the City with a substituted qualifying Improvements Guarantee or augment the deficient security as necessary to bring the security into compliance with the requirements of this Section 2.13. If such an Improvement Guarantee is not submitted or maintained, then Developer is in default of this Agreement and is subject to the provisions of Section 10.1 of this Agreement, as well as the suspension of the development activities by the City, including but not limited to the issuance of construction permits of any kind including infrastructure permits, building permits, and construction or final acceptance, or certificates of occupancy or completion.

2.14 Indemnification and Release of Liability.

2.14.1 To the extent allowed by law, Developer agrees to indemnify and hold harmless the City, its officers, employees, agents, or servants and to pay any and all judgments rendered against the City and/or said persons on account of any suit, action, or claim

caused by, arising from, or on account of acts or omissions by the Developer, its officers, employees, agents, consultants, contractors and subcontractors, and to pay to the City and said persons their reasonable expenses, including, but not limited to, reasonable attorney's fees and reasonable expert witness fees incurred in defending any such suit, action, or claim; provided, however, that Developer's obligation herein shall not apply to the extent said action, suit, or claim results from any negligent or willful acts or omissions of officers, employees, agents or servants of the City or the conformance with the requirements imposed by the City. Said obligation of Developer shall be limited to suits, actions, or claims based upon conduct prior to "final acceptance," by the City, of the construction work.

2.14.2 Developer acknowledges that the City's review and approval of plans for development is done in furtherance of the general public's health, safety, and welfare and that no immunity is waived and no specific relationship with, or duty of care to, the Developer or third parties is assumed by such approval. The parties hereto understand and agree that the City of Brighton, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to the City of Brighton, its officers or its employees.

2.15 Insurance OSHA. Developer shall, through contract requirements and other normal means, guarantee and furnish to the City proof thereof that all employees and contractors engaged in the construction of Improvements are covered by adequate workmen's compensation insurance and public liability insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

2.16 Phasing. For purposes of this Agreement, the term "Phase" refers to a designated portion of property in the Development within which construction of all or designated Public Improvements specified in Section 2.3 above and set forth in Exhibit B, attached hereto, will be constructed as required in this Agreement. It is anticipated that the Development will be developed sequentially, in Phases, including the Public Improvements specified in **Exhibit B**. The City hereby approves Developer's Phasing Plan for the Public Improvements, which is a part of the attached **Exhibit B**. The completion of each Phase of the Development, including public and private Improvements, shall be in accordance with said Phasing Plan and completion schedules, or City-approved modifications thereof. All modifications shall be in writing and signed by the City Manager or the Manager's designee.

2.17 Water Dedications. See Exhibits E & F attached hereto.

SECTION 3 CONSTRUCTION OF IMPROVEMENTS

- 3.1 Rights-of-way, and Easements.** Before City may approve construction plans for any Improvements herein agreed upon, Developer shall acquire, at its own expense, and convey to the City all necessary land, rights-of-way and easements required by the City for the construction of the proposed Improvements related to the Development. All such conveyances shall be free and clear of liens, taxes, and encumbrances except for ad valorem real property taxes for the current year and thereafter and shall be by Special Warranty Deed in form and substance acceptable to the City Attorney. The City at the Developer's expense shall record all title documents. The Developer shall also furnish, at its own expense, an ALTA title policy, for all interest(s) so conveyed, subject to approval by the City Attorney.
- 3.2 Construction.** Developer shall furnish and install, at its own expense, all of the Improvements listed on the "Schedule of Improvements" attached as **Exhibit B**, in conformance with the civil drawings, plans, and specifications approved by the City prior to construction and the applicable ordinances, regulations and specifications of the City. If Developer does not meet the above obligations, then Developer shall be in default of the Agreement and the City may exercise its rights under Section 9.1 of the Agreement.
- 3.3 Utility Coordination and Installation.** In addition to the Improvements described in **Exhibit B**, Developer shall also be responsible for coordination of, and payment for, and the installation of on-site and off-site electric, street lights, natural gas, telephone, and other utilities. All utilities shall be placed underground, to the extent required by City Code or other applicable law.
- 3.4 Reimbursement.** To the extent that roads, water lines, sewer lines, drainage channels, trails, crossings and other Public Improvements specified in **Exhibit B** are constructed by Developer that will benefit landowners, developers, and persons other than the Developer ("Benefited Landowner"), the City, for a period of fifteen (15) years following the completion of construction of such Improvements, will withhold approval and recording of final plats of other benefited landowners, developers, and pending reimbursements payment or reimbursement agreement for a pro rata reimbursement to the Developer. The actual costs of these off-site Improvements shall be submitted to the City after the Improvements are constructed by the Developer and Final Acceptance is issued by the City. Property owners, Developers, and/or other persons submitting plats or development plans that are adjacent to or directly benefiting from these Improvements shall pay the required sums directly to the Developer before a final plat for any portion of their property is approved or recorded. The City agrees not to approve or record said Final plat until the payments are made, but assumes no responsibility for and hereby assigns to developer the right, if any, for collecting the reimbursements from the affected property owners.
- 3.5 Reimbursement-City.** To the extent that Public Improvements are constructed by the Developer, that will benefit landowners, developers, and persons other than the Developer, the City, for a period of fifteen (15) years following the issuance of Final Acceptance of such improvements, will withhold approval and recording of final plats of

other benefited landowners, developers, and persons pending reimbursement payment or reimbursement agreement for a pro rata reimbursement to the Developer as provided in Section 3.4 of this Agreement. All costs for the construction of the improvements must be fully paid by the Developer before the Developer is entitled to reimbursement under any agreement established hereunder pursuant to Sections 3.5 and 3.6, Shared Improvements. The actual costs of the improvement(s) includes the actual cost of design and construction of the improvement(s), including the cost of over-sizing of utilities, and an adjustment for the current interest rate during the cost recovery period of the reimbursement agreement. The amount of the reimbursement to be paid shall not exceed the actual cost of the improvement(s) paid by the Developer, plus reasonable interest, as agreed to by the City and the Developer.

A. After the improvements are constructed by the Developer and Final Acceptance is issued by the City, the Developer shall submit to the City Manager, or the Manager's designee, within ninety (90) days from Final Acceptance for review and approval, documentation of the actual costs of these off-site improvements and a proposed plan for recovery of those costs, including the following:

1. Final invoices from all contractors, subcontractors, engineers, architects, and consultants, which contain a description of work done, prices, fees, and all charges invoiced and paid for by the Developer, unless previously submitted;
2. Copies of paid receipts or other satisfactory evidence of payment of the costs claimed for the improvement(s), unless previously submitted;
3. A verified statement from the Developer and/or contractor, subcontractor, engineer, architect, or consultant certifying that final payment has been paid and/or received;
4. As-built map or plan satisfactory to the City which shows:
 - a. The location of the improvement(s) as constructed, unless previously submitted;
 - b. The name and address of the owner of each property which the Developer asserts has or will be benefited by the improvement(s);
 - c. The amount of frontage each property has adjacent to the improvement(s);
 - d. The acreage and parcel number of each property, which the Developer asserts has or will be benefited by the improvement(s);
 - e. A reference to the book and page and/or reception number from the county records where the information for each property was obtained;
 - f. A proposed manner by which the actual costs of the improvement(s) will be determined for reimbursement by the owners and/or developers of the benefited properties; and
 - g. Any other information deemed necessary by the City Manager, or the Manager's designee.
5. If the foregoing information is not submitted by the Developer within the ninety (90) days after Final Acceptance, then all rights and claims for

reimbursement shall be deemed waived, and reimbursement will thereafter be denied. If the information is submitted in a timely manner, the City Manager, or the Manager's designee, will review it and, if approved as submitted or modified by the City Manager, prepare a reimbursement agreement to be signed by the Developer and the City Manager. If the Developer fails or refuses to sign the reimbursement agreement with the City within thirty (30) days of preparation by the City Manager, then all rights and claims for reimbursement shall be deemed waived, and reimbursement will thereafter be denied.

- B. The City Manager, or the Manager's designee, will review the reimbursement materials and plan for reasonableness and appropriateness of the costs claimed and the proposed cost recovery plan, and may request further documentation for any such costs. The City Manager, or the Manager's designee, may make such adjustments, as the Manager or the Manager's designee, in their sole discretion, determines to be necessary if the costs are deemed to be in excess of reasonable and necessary costs at then prevailing rates and/or the proposed cost recovery plan is not appropriate or reasonable. If the City Manager, or the Manager's designee, does not notify the Developer in writing of any adjustments thereto within thirty (30) days after the materials and proposed plan were submitted, or if backup documentation is requested within thirty (30) days, within thirty (30) days after the requested back up documentation is submitted, then the costs and the recovery plan will be deemed approved as submitted and a reimbursement agreement shall prepared and executed as provided in subsection 5. above.
- C. The reimbursement agreement shall include, but not be limited to:
1. A description of the improvement(s) for which the Developer will be reimbursed;
 2. A recitation of all reimbursable costs;
 3. A list of properties, owners and descriptions that are or will be benefited by the improvement(s);
 4. The manner or formula that will be applied to determine the amount of reimbursement owed by the owners or developers of benefited properties;
 5. Property owners and/or developers submitting plats or development plans for the identified benefited properties shall pay the required sums directly to the Developer before a final plat for any portion of their property is approve or recorded;
 6. The City agrees not to approve a proposed development; approve or record a final subdivision plat, or issue a building permit for an identified benefited property until the payments are made to the Developer or a reimbursement agreement between the original Developer and benefited landowner, developer or other person has been executed, but assumes no responsibility therefore and hereby assigns to Developer the right, if any, for collecting the reimbursements from the benefited property owners and/or developers. If the benefited landowner, developer or other person fails or refuses to pay the reimbursement costs or execute the

reimbursement agreement which reflects the reimbursement agreement terms with the City within sixty (60) days of submission of the agreement, no further approvals shall be granted by the City as more specifically set forth in Sections 3.4 and 3.5.

7. The term of any reimbursement agreement, established hereunder, shall not exceed fifteen (15) years from Final Acceptance, regardless of whether or not the original costs have been fully reimbursed;
 8. The books and records of the Developer, relating to the actual costs of the improvement(s) for which the Developer seeks reimbursement, shall be open to the City at all reasonable times for the purpose of auditing and verifying the Developer's costs.
- D. The Developer will be responsible for notifying all property owners who will be affected by the reimbursement agreement, by regular mail, postage prepaid, that a reimbursement request, which may affect their property, has been submitted to the City Manager within 30 days of submission of the request to the City Manager.
- E. It is the responsibility of the Developer or its successors or assigns to notify the City in writing of any changes in address for notices and other matters under Section 3.5 of this Agreement. Upon receipt of an application for development of a benefited property, the City shall mail a notice of application for development, building permit or final plat, to the Developer or assigns by regular mail using the Developer, its successors or assigns last known address provided to the City. If no response is received within thirty (30) days, after the date of the notice, then the City shall be authorized to approve the application for approval of the development, building permit, or final plat and release the owner, or developer, or other person of the benefited property from further reimbursement obligations and the Developer, its successor or assign will forfeit all rights to reimbursement from the owner and/or developer of the specified property.

3.6 Reimbursement - Shared Improvements. Construction of shared improvements and related facilities may be achieved according to a reimbursement agreement whereby owner(s) of property abutting or benefited by such improvements agree to reimburse the Developer for their proportionate share of Developer's costs to extend improvements which benefit such benefitted property, in a form and content acceptable to the City Manager or the Manager's designee.

- A. The Developer agrees to use its best efforts and work in good faith to reach an agreement regarding reimbursement for such shared improvements, and assumes sole responsibility for the administration and collection of any and all moneys payable under shared improvements reimbursement agreement(s). A fully executed shared improvements reimbursement agreement shall be a condition precedent to the City's approval of an application for development, building permit, or approval and recording of a final plat, related to the benefitted property subject to such reimbursement agreement(s).
- B. If the Developer is unable to secure a fully executed shared improvements reimbursement agreement prior to the issuance of Final Acceptance, the City may

set the amount of the reimbursement obligation as provided in Section 3.5 of this Agreement.

- C. The cost recovery period in a shared improvement reimbursement obligation shall not exceed fifteen (15) years following the Final Acceptance of such improvement(s).

SECTION 4 STREET IMPROVEMENTS

- 4.1 **Definitions.** For the purposes of this Agreement, “street improvements” shall be defined to include, where applicable, but not limited to, all improvements within the right-of-way, such as bridges, sub-base preparation, road base, asphalt, concrete, seal coat, curb and gutter, medians, entryways, underground utilities, sidewalks, bicycle paths, traffic signs, street lighting, street name signs, landscaping, and drainage improvements.
- 4.2 **Street Signs, Traffic Signs and Striping.** The Developer will install, at the Developer’s expense, street name signs on local, collector, and arterial streets, and stop signs, speed limit, and other signs on local streets. Developer shall install, at its expense, signs and striping on collector and arterial streets in a manner reasonably approved by the City and in accordance with the CDOT Manual on Uniform Traffic Control Devices (MUTCD), as from time to time amended, and other applicable legal requirements.
- 4.3 **Streets.** All internal and external streets shall be constructed in accordance with the City of Brighton’s approved *Transportation Master Plan and Public Works Standards and Specifications*, as the same be amended from time to time, and the approved construction Plans, and shall be constructed in accordance with the Public Improvements Phasing Plan, as set forth in **Exhibit B.**

SECTION 5 PUBLIC LAND CONVEYANCE AND LANDSCAPING

- 5.1 **Public Land Conveyance.** There are no requirements for public land conveyance by the Bromley Interchange Subdivision Final Plat.
- 5.2 **Landscape Improvements.** For landscape improvements associated with rights-of-way, Developer shall furnish to the City complete final landscape and irrigation plans for each Phase of development and obtain approval by the City Manager or the Manager’s designee prior to commencement of construction.

SECTION 6 WATER

- 6.1 **Specifications.** All water mains, lines, and appurtenances thereto shall be constructed and installed, at the minimum, pursuant to City-approved plans, specifications, and the

Schedule of Improvements, attached hereto as **Exhibit B**, including both on-site and off-site improvements.

- 6.2 Water Dedications.** Developer shall comply with all requirements associated with the dedication of water for the development, as applicable [See **Exhibits E & F** attached hereto.]

SECTION 7 SEWER LINES

- 7.1 Specifications.** All sewer lines and appurtenances thereto shall be constructed and installed, at the minimum, pursuant to City-approved plans, specifications and the Schedule of Improvements, attached hereto as **Exhibit B**, including both on-site and off-site improvements.

SECTION 8 OTHER IMPROVEMENTS

- 8.1 Street Lights.** The total cost of street light installation, as shown on the approved construction plans for the Development, shall be the Developer's obligation. Developer shall cause, at its own expense, United Power, or the applicable utility company, to install all required street lighting pursuant to City plans and specifications. Said streetlights shall be consistent with the City standard streetlight and shall be installed concurrently with the streets on which they are located unless otherwise approved or required by the City.

- 8.2 Drainage and Stormwater Improvements.**

8.2.1 Developer shall construct drainage and stormwater improvements and facilities, both on-site and off-site, as required to provide for, and to reasonably regulate, the proper drainage and control of flood and surface waters within the Development in order that storm and surface water may be properly drained and controlled, pollution may be reduced, and the environment protected and enhanced. Such drainage and stormwater improvements and facilities shall comply with Chapter 14, *Storm Drainage*, BMC, all applicable state and federal stormwater regulations, as additionally described in **Exhibit H**, all City-approved plans and specifications, and the Schedule of Improvements, attached hereto as **Exhibit B**.

8.2.2 Developer shall initiate no overlot grading until the City approves the required drainage improvement plans in writing and a permit is issued therefore. Drainage improvements shall not cause any damage to adjacent or downstream properties resulting from erosion, flood, or environmental impact during construction and/or after construction completion. Drainage improvements not constructed by the Developer and specific for each lot shall be constructed by the owner of said lot, at the minimum, in accordance with plans approved at the time of Plat approval. Said plans shall conform to the City's then-existing drainage, stormwater and floodplain regulations.

- 8.3 Stormwater Management During Construction.** The Development shall be constructed in accordance to City of Brighton Municipal Code Chapter 14-2 Storm Drainage Ordinance and all applicable state and federal stormwater regulations, as additionally described in **Exhibit H.**
- 8.4 Post-Construction Stormwater Management.** Post construction stormwater management by the Developer shall comply with Chapter 14-8 Storm Drainage BMC, as additionally described in **Exhibit H and attachments H1-H4.** All private drainage facilities shall be operated, repaired, maintained, and replaced by the Developer according to the Maintenance Agreement for Private Drainage Structures, **Exhibit H and attachments H1-H4.** to ensure facilities continue serving their intended function in perpetuity, unless or until the City relieves the Developer of that responsibility in writing. The Developer shall ensure access to drainage facilities at the site for the purpose of inspection and repair.

SECTION 9 SPECIAL PROVISIONS

- 9.1 Special Provisions.** Special provisions regarding the Development are described in **Exhibit G** of this Agreement, attached hereto and incorporated herein by this reference.

SECTION 10 MISCELLANEOUS TERMS

- 10.1 Breach of Agreement.**
- 10.1.1** In the event that the Developer should fail to timely comply with any of the terms, conditions, covenants, and undertakings of this Agreement, or any provisions of the Brighton Municipal Code related to development, and if such noncompliance is not cured and brought into compliance within thirty (30) days of written notice of breach of the Developer by the City, unless the City in writing and in its sole discretion designates a longer period, then the City may draw upon the Improvement Guarantee and complete the Improvements at the Developer's expense. The Developer's expense shall be limited to the costs incurred by the City, as defined herein. Notice by the City to the Developer will specify the conditions of default.
- 10.1.2** In the event that no Improvement Guarantee has been posted, or the Improvement Guarantee has been exhausted or is insufficient, then the City has the right to begin work on the Improvements at the expense of the Developer.
- 10.1.3** If the City determines in its sole discretion that an emergency exists, such that the improvement must be completed in less than seven (7) days, the City may immediately draw upon the Improvement Guarantee and may complete the Improvements at Developer's expense.

10.1.4 In the event the Improvement Guarantee is not available or is in an insufficient amount, the City shall use its best efforts to notify Developer at the earliest practical date and time.

10.1.5 The City may also, during the cure period and until completion of the improvements in compliance with this Agreement, withhold any additional infrastructure permits, building permits, certificates of occupancy, or provision of new utilities fixtures or services.

10.1.6 Nothing herein shall be construed to limit the City from pursuing any other remedy at law or inequity, which may be appropriate under City, state, or federal law. Failure to timely complete construction of Improvements, which is solely due to inclement weather, shall not be considered a breach of this Agreement. All costs incurred by the City, including, but not limited to, administrative costs and reasonable attorney's fees, in pursuit of any remedies due to the breach by the Developer, shall be the responsibility of the Developer. The City may deduct these costs from the Improvement Guarantee and seek indemnification and reimbursement from the Developer if the Improvements Guarantee does not cover the same.

10.2 **Recording of Agreement.** The City shall record this Agreement at Developer's expense in the office of the Clerk and Recorder in Adams County, Colorado, and the City shall retain the recorded Agreement.

10.3 **Binding Effect of Agreement.** This Agreement shall run with the land included within the Development and shall inure to benefit of and be binding upon the successors and assigns of the parties hereto.

10.4 **Assignment, Delegation and Notice.** Developer shall provide to the City written notice of any proposed transfer of title to any portion of the Property and of the Development Agreement obligations to any successor, as well as arrangements, if any, for delegation of the Improvement obligations hereunder. Developer and its successors and assigns shall, until written notice is provided by the City of the transfer of title and delegation of obligations, be jointly and severally liable for the obligations of Developer under this Agreement.

10.5 **Modification and Waiver.** No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

10.6 **Addresses for Notice.** Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

City:
City of Brighton
City Manager
500 South 4th Avenue
Brighton, CO 80601

Owner/Developer:

Adams County Colorado
4430 South Adams Parkway
Brighton, CO 80601

With a copy to:
Margaret R. Brubaker, Esq.
Mehaffy Brubaker & Ernst, LLC
City Attorney
500 South 4th Avenue
Brighton, CO 80601

With a copy to:
County Attorney
Adams County Colorado
4430 South Adams Parkway
Brighton, CO 80601

or to such other address or the attention of such person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

- 10.7 Force Majeure.** Whenever Developer is required to complete construction, maintenance, repair, or replacement of improvements by an agreed-upon deadline, the time for performance shall be extended for a reasonable period if the performance cannot as a practical matter be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Developer.
- 10.8 Approvals.** Whenever approval or acceptance of a matter is required or requested of the City, pursuant to any provisions of the Agreement, the City shall act reasonably in responding to such matter.
- 10.9 Previous Agreements.** All previous written and recorded agreements, between the Parties, their successors, and assigns, including, but not limited to, any amended and restated Annexation Agreement, shall remain in full force and effect and shall control this Development. If any prior agreements conflict with this Agreement, then this Agreement controls.
- 10.10 Title and Authority.** Developer warrants to the City that it is the record owner for the Property within the Development or is acting in accordance with the currently valid and unrevoked power of attorney of the record owner hereto attached. The undersigned further warrant having full power and authority to enter into this Agreement.
- 10.11 Severability.** This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that upon request of Developer or any agent thereof, any provision of the Agreement is held to be violate of the city, state, or federal laws and hereby rendered unenforceable, the City, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.
- 10.12 Agreement Status After Final Acceptance.** Upon Final Acceptance by the City of all improvements and compliance by Developer with all terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, and the applicable statute of limitations has tolled for any potential claim, this Agreement shall no longer be in effect.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement the day and year first above written.

[Signatures begin on the next page]

EXHIBIT A

FULTON PLAZA FILING NO. 1 SUBDIVISION

[illegible]

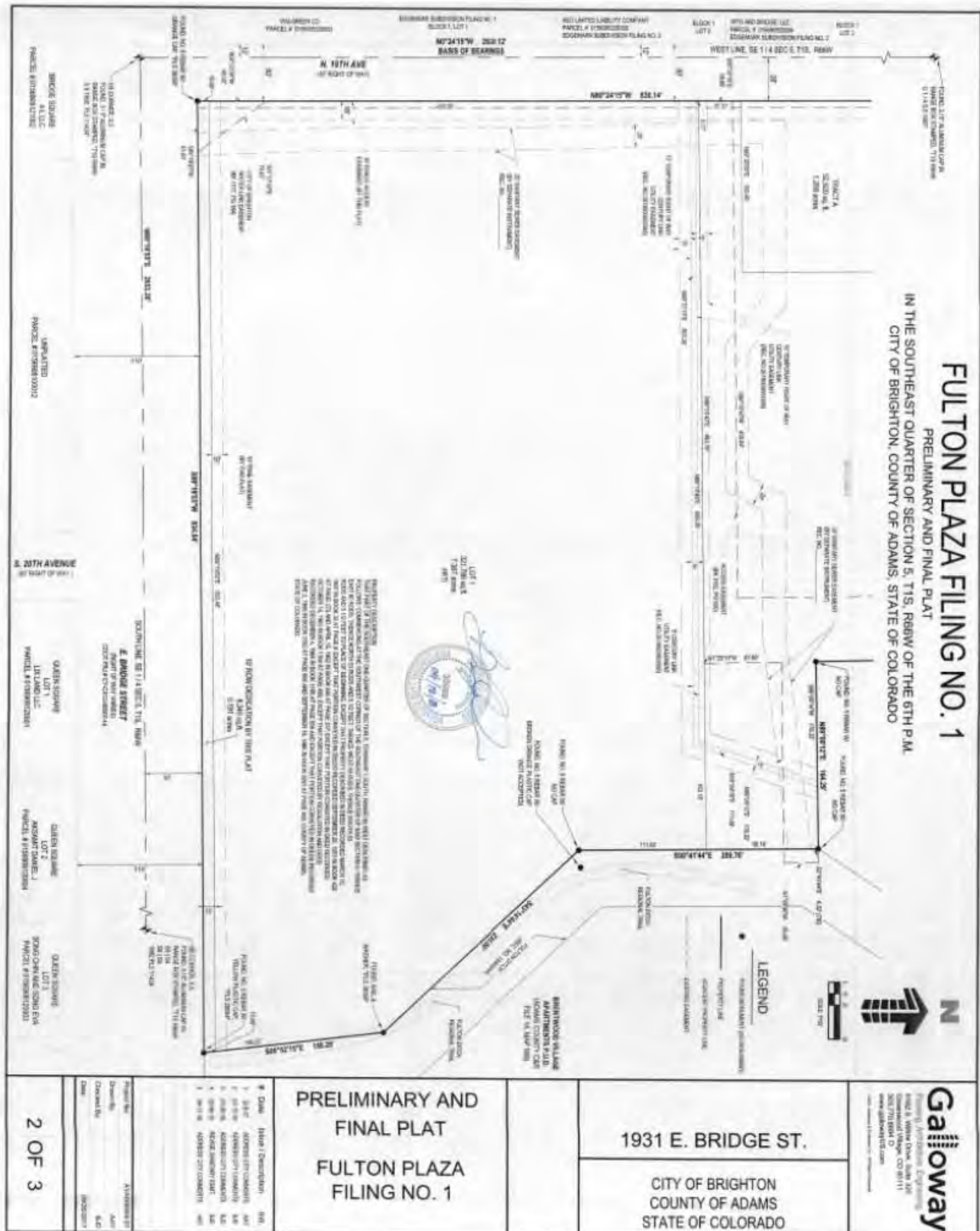


EXHIBIT B**SCHEDULE OF PUBLIC IMPROVEMENTS AND PHASING PLAN**

The specific obligations of the Owner/Developer regarding the construction of public improvements for the Development is more particularly set forth in Exhibit G Special Provisions, attached hereto and by this reference made a part hereof. The following is a general delineation of those obligations:

Upon the submittal of the Final Development Plan for all or any portion of the Development, the Owner/Developer shall provide a complete Schedule of Public Improvements, consistent with the requirements set forth in Section 2.3 hereof.; and provide the requisite financial guarantee for said improvements consistent with the requirements of Section 2.13 hereof. Owner/Development acknowledges and agrees that no construction activity permits will be issued by the City for all or any portion of the Development unless and until said financial guarantees are in place.

Recognizing that the exact Schedule of Improvements will depend on the extent to which the Development, or any portion thereof, is developed, the Owner/Developer understands and acknowledges that the City will require the Schedule to include, generally, the following improvements:

- The undergrounding of all utility poles along North 19th Avenue adjacent to the Development;
- The realignment of access points to the Development;
- The design and construction of a sidewalk along North 19th Avenue and a trail along Bridge Street adjacent to the Development;
- The design and installation of public landscaping along North 19th Avenue and Bridge Street adjacent to the Development;
- The design and construction of public transportation improvements on Bridge Street and North 19th Avenue in accordance with the most recent City Transportation Master Plan and City Public Works Standards Manual;
- Design and construction of the necessary drainage infrastructure to serve the Development; and
- Design and construction of the necessary water and sanitary sewer infrastructure to serve the Development.

See Exhibit G attached hereto.

EXHIBIT C**IRREVOCABLE LETTER OF CREDIT FORM**

This form serves as an example of Irrevocable Letter of Credit terms which the City of Brighton will accept. Although acceptable letters of credit terms may vary, the City will approve only letters of credit which comply with the requirements of the City's Development/Subdivision/Annexation Agreements. The City will not accept any Letter of Credit forms provided by lending institutions if they do not comply with the provisions of the City's identified Agreements, or if they impose undue restrictions on the City's ability to draw on the Letter of Credit for the purposes stated in the specified Agreement.

**LENDER'S
LETTERHEAD**

TO: City of Brighton, Colorado
500 South 4th Avenue
Brighton, CO 80601

Letter of Credit #: _____
Issuing Bank: _____
Date of Issue: _____
Expiration Date: _____
Amount: _____

Greetings:

We hereby establish this Irrevocable Letter of Credit in your favor for an amount up to the aggregate sum of _____ dollars (\$ _____), which is available against presentation of your draft or drafts drawn on us at sight for the account of _____ (Developer/Customer), to guarantee the construction of the required improvements, warranties, and satisfactory compliance of _____ (Developer/Customer) with the terms and conditions of the Agreement between the City and the Developer/Customer.

Partial drawings are permitted.

The sole condition for payment of any draft drawn under this Letter of Credit is that the draft be accompanied by a letter, on the City's letterhead, signed by the City Manager, stating the (Developer/Customer), its successor, transferee, or assign, has failed to perform in accordance with the _____ Agreement dated _____.

Demands for payment by the City pursuant to this Letter of Credit shall be deemed timely if deposited in the U.S. mail prior to its date of expiration, affixed with first-class postage, and addressed to the above letterhead address.

This Letter of Credit shall have an initial term of one (1) year from its Date of Issue, but shall be deemed automatically extended without amendment or other action by either party for additional periods of one year from the present or any future expiration date hereof, unless we provide the City with written notice, by certified mail, return receipt requested, at least ninety (90) days prior to the expiration date, that we do not wish to extend this Letter of Credit for an additional period. After receipt by the City of such notice, the City may draw hereunder, on or before the then-applicable expiration date, and for the then-remaining available amount by means of the City's sight draft, accompanied by a letter, on the City's letterhead, signed by the City Manager, stating the following:

We are in receipt of written notice from (NAME OF BANK) of its election not to renew its Letter of Credit No. _____ for an additional term of one (1) year and (Developer/Customer), its successor, transferee, or assign, is still obligated to the City under the _____ Agreement, and an acceptable replacement Letter of Credit has not been received.

We hereby agree with the City that:

(A) Such drafts will be processed in good faith and duly honored upon presentation to us;

(B) The exclusive venue for any action concerning this Letter of Credit shall be the District Court for Adams County, Colorado;

(C) The procedural and substantive laws of the State of Colorado shall apply to any such action;

(D) In the event it becomes necessary for the City to bring an action to enforce the terms of this Letter of Credit, or any action alleging wrongful dishonor of this Letter of Credit, and the City prevails in such action, the City shall be entitled to recover its reasonable attorney's fees and all costs and expenses associated with such action;

(E) If we bring an action against the City related directly or indirectly to this Letter of Credit, and the City prevails in such action, the City shall be entitled to recover its reasonable attorney's fees and other costs of such action; and

(F) The amount of funds available under this Letter of Credit may not be reduced except by payment of drafts drawn hereunder, or pursuant to written authorization given to us by the City.

This Letter of Credit is subject to the Uniform Commercial Code of the State of Colorado.

[Signatures begin on the next page]

Very truly yours,

(NAME OF BANK)

By: _____
Signature of Authorized Signing Officer

Print Name

STATE OF _____)
) ss
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____, by
_____, the _____ (position of signatory)
at _____ (bank).

My Commission Expires:

Notary Public

SEAL

EXHIBIT D

Exhibit D is intentionally left blank, pending development of the Property.

EXHIBIT E**RESTRICTIVE DRY-UP COVENANT; GRANT OF EASEMENT;
WARRANTY OF FIRST RIGHT TO DRY-UP CREDIT;
AND AGREEMENT TO ASSIST**

THIS COVENANT, AGREEMENT, WARRANTY AND EASEMENT are made and given this _____ by _____, _____ County, Colorado (hereinafter the "Owner"), and accepted by the City of Brighton, a municipal corporation of the County of Adams, State of Colorado (hereinafter "Brighton") on the _____.

Owner and/or Owner's assigns entered into an agreement with Brighton dated _____ whereby Owner and/or Owner's assigns agreed to transfer, and Brighton agreed to accept _____ share(s) of the Capital Stock of the _____ represented by stock certificate number(s) #'s _____ (the "Water Rights"). The Owner acknowledges Owner's understanding that the Water Rights are intended to be utilized by Brighton for municipal water uses, and/or for augmentation or exchange purchases, and that in order to effect such uses, the Water Rights will need to be changed in an appropriate proceeding before the District Court, Water Division No. 1, State of Colorado (hereinafter "Water Court") from irrigation to municipal, augmentation and/or exchange purposes.

The Water Rights have historically been used for the irrigation of lands owned by the Owner located in _____ County, Colorado. A description of the property where such irrigation use has historically occurred is attached to this covenant as Exhibit A, and is incorporated fully into this covenant by this reference. Owner further understands that the Water Court may require, as a term and condition of such change, that the lands historically irrigated as described in Exhibit A must be dried up and not further irrigated as a term and condition of allowing such change.

THEREFORE, in consideration of the willingness of Brighton to accept the Water Rights, and the making of such acceptance, as well as other good and valuable consideration, receipt of which is hereby acknowledged by Owner, Owner covenants and agrees as follows:

1. From and after the date hereof, except as may be otherwise allowed or required by this document, neither the Water Rights nor any other water shall be used in connection with the property described in Exhibit A without the written consent of Brighton, or its successors or assigns, having been first obtained, which consent may be withheld in Brighton's sole discretion.
2. Owner shall take any action necessary to eliminate any consumptive use of water for irrigation purposes on the property described in Exhibit A (the "land") as may be determined and/or required by the Water Court or other court or tribunal of competent

jurisdiction in the judgment and decree entered in any case involving the change or exchange of any of the Water Rights, or by the State Engineer, State of Colorado, in any approval by his office of a substitute water supply plan entered pursuant to the provisions of Section 37-92-308, Colorado Revised Statutes, as the same may be amended or replaced, during the duration of such plan.

3. Owner hereby grants to Brighton a non-exclusive perpetual easement for the purpose of access to and over the land as may be necessary to take actions to effectuate and enforce this covenant, including but not limited to the conducting of any monitoring or testing activity that may be required by the State Engineer or by any court or tribunal of competent jurisdiction to enforce this covenant or that may be a pre-condition for changing the Water Rights.
4. Unless otherwise required by any decree changing the Water Rights, or allowing such rights to be exchanged, or by the conditions of any substitute water supply plan as may be approved by the State Engineer, this covenant shall not prohibit the Owner or Owner's successors and assigns from irrigating the land with water rights which may in the future be transferred to such land and for such use through an appropriate Water Court proceeding, irrigating the land with water from a well or wells to be constructed in the future that are authorized to pump pursuant to a Water Court-approved plan for augmentation, irrigating the land with water that is not tributary to the South Platte River, to include not-nontributary water that is duly augmented, or irrigating the land with treated water supplied by a municipality or a water district.
5. Notwithstanding the provisions of paragraph 4 hereof, the land shall not be planted with, nor have upon it, any alfalfa or similar deep rooted crop, and any alfalfa or similar deep rooted crop presently existing, or which may exist in the future, shall be eradicated by Owner by deep tilling, chemical treatment or other means, unless otherwise allowed by Brighton in a signed writing..
6. This covenant shall burden, attach to and run with the property described in Exhibit A, and shall be binding not only upon the Owner, but also upon Owner's heirs, successors and assigns and any other persons or entities which may acquire an ownership or leasehold interest in all or any portion of the property described in Exhibit A. This covenant shall also run with and benefit the Water Rights. The terms and provisions of this covenant shall not expire and shall be perpetual unless specifically released in writing by Brighton or its successors and assigns. This covenant may be enforced by Brighton or by any party having any right, title or interest in the Water Rights or by the State Engineer of the State of Colorado, at any time in any action at law or in equity.
7. Owner further warrants and represents that this covenant shall entitle Brighton to the first and prior right to claim credit for the dry-up or nonirrigation of the property described in Exhibit A, and agrees to provide Brighton with all assistance Brighton

may reasonably require in regard to the above-referenced change of the Water Rights, including but not limited to the provision of testimony before the Water Court in any proceeding involving such change.

8. Owner agrees that it will at its sole expense take all steps necessary to accomplish the full and complete establishment of a self sustaining dry land vegetative ground cover on all of the land within two years from the date of this covenant, and Owner shall thereafter cease all irrigation on such land unless and until a court decree, as referenced in paragraph 4 above, may be duly entered, and then irrigation shall be allowable only to the extent authorized in said paragraph 4. Provided, however, that Brighton may, in its sole discretion, agree in writing with the Owner to a modification of the conditions of this covenant to allow other irrigation practices, or to authorize the use of the lands that were historically irrigated for dry land agricultural practices. Further, Brighton may agree in writing that the need to establish a dry land vegetative ground cover on the historically irrigated lands is unnecessary since such lands have been developed, or the use of such lands has been otherwise so changed that future irrigation as historically occurred will no longer be possible. Any such future agreement shall be recorded in the official records of the County of Adams at Owner's expense. Owner further covenants and agrees that it will at its sole expense also take all steps necessary to accomplish revegetation of such lands, or otherwise eliminate irrigation, as may be required by court order or decree in the Water Court proceeding, if such requirements are different from what is required in this paragraph 8. If Owner should fail or refuse to do so, then Brighton shall have the right to come upon the land and take all measures to accomplish the required revegetation or other requirements imposed by the Water Court, and Owner shall reimburse Brighton fully for its costs and expenses in so doing. Owner further agrees that it will not take any actions that would violate such court order or decree. Brighton further agrees to duly record any final decree of District Court, Water Division 1, State of Colorado, or of any other entity or court with the authority to do so, approving the change of the Water Rights to municipal and other uses, at Brighton's expense and promptly upon its entry, in the County of Adams.

**OWNER/DEVELOPER:
ADAMS COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS**

By: _____, Chair

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____,

By:

WITNESS my hand and official seal:

Notary Public

My commission expires: _____

CITY OF BRIGHTON, COLORADO

By: Kenneth J. Kreutzer, Mayor

ATTEST:

Natalie Hoel, City Clerk

Approved as to Form:

Margaret R. Brubaker, Esq., City Attorney

EXHIBIT F**WATER DEDICATION AGREEMENT**

THIS AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 20____ by and between the CITY OF BRIGHTON, COLORADO, a home rule municipality of the County of Adams, State of Colorado (the “City”) and Adams County (the “Owner”/“Developer”).

WHEREAS, in conjunction with the approval of the Preliminary Plat for the Property, DEVELOPER will execute a Development Agreement; and

WHEREAS, as agreed to at the time of annexation of the Property, and as required by the regulations and laws of the City, as a condition of Final Plat approval, the Developer must either dedicate acceptable water resources or pay the “without water rights” fee for the Development, as determined at the sole discretion of the City; and

WHEREAS, after reviewing its current inventory of water resources, together with other factors relating to the City’s water resource needs, the City has determined that the Developer shall dedicate water resources as more particularly set forth below.

NOW, THEREFORE, in consideration of the recitals and representations set forth herein, together with other good and sufficient consideration, the PARTIES AGREE AS FOLLOWS:

1. The Property has five existing water and sewer service taps, as further defined in Exhibit G, Section 10 herein. In the event future development of the Property demands increased water services than what is provided by the existing service taps, the Developer shall transfer to the CITY, prior to any new construction activity on Lot 1, or redevelopment construction activity on Lot 2, water shares from either the FRICO-Barr, Burlington-Barr system, or any other water system acceptable and approved by the City in the amount necessary and deemed appropriate to serve the Property by, and at the sole discretion of, the City.
2. This Agreement shall be an attachment to the Fulton Plaza Filing No. 1 Subdivision Final Plat and incorporated therein by reference.
3. This Agreement is non-transferable and may only be modified or amended in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement the day and year first above written.

[Signatures begin on the next page]

DEVELOPER/OWNER:

By: _____

Name

Title

Company Name

COUNTY OF ADAMS)
) SS
STATE OF COLORADO)

The foregoing Agreement was acknowledged before me this ____ day of

_____, 20____. By: _____

WITNESS my hand and official seal.

By: _____

Notary Public

My Commission Expires: _____

CITY OF BRIGHTON, COLORADO

By: Kenneth J. Kreutzer, Mayor

ATTEST:

Natalie Hoel, City Clerk

Approved as to Form:

Margaret R. Brubaker, City Attorney

IN WITNESS WHEREOF, Grantor has executed the foregoing on the date and year first above written.

GRANTOR:

By: _____
Name
Title
Company Name

COUNTY OF ADAMS)
) SS
STATE OF COLORADO)

The foregoing Agreement was acknowledged before me this _____ day of

_____, 20____. By: _____

WITNESS my hand and official seal.

By: _____
Notary Public

My Commission Expires: _____

EXHIBIT G**SPECIAL PROVISIONS**

THE FOLLOWING SPECIAL PROVISIONS ARE HEREBY ATTACHED TO AND MADE A PART OF THAT CERTAIN FULTON PLAZA FILING NO. 1 SUBDIVISION DEVELOPMENT AGREEMENT, BETWEEN THE CITY OF BRIGHTON, COLORADO, AND ADAMS COUNTY. SHOULD THERE BE ANY CONFLICT BETWEEN THE DEVELOPMENT AGREEMENT AND THE SPECIAL PROVISIONS SET FORTH IN THIS **EXHIBIT G**, THE TERMS OF THIS **EXHIBIT G** SHALL CONTROL.

1. **Temporary Uses.** Temporary Uses refers to, but is not limited to, a temporary sales office, temporary construction office, and construction yard. Temporary uses are allowed, with a City approved temporary use permit, for a period of one year, with renewal after that year as determined by the Director of Community Development.
2. **City Regulations.** Developer shall develop the Property in full conformance with all CITY ordinances and regulations, including, without limitation, the following section of the Brighton Municipal Code, Chapter 17. Land Use and Development Code, Section 17-48 Commercial Design Standards, as the same may be amended from time to time; and the Public Works Standards Manual, current edition.
3. **Schedule of Public Improvements.** Upon the submittal of the Final Development Plan for all or any portion of the Development, the Owner/Developer shall provide a complete Schedule of Public Improvements for the whole Development, consistent with the requirements set forth in Section 2.3 hereof; and provide the requisite financial guarantee for said improvements consistent with the requirements of Section 2.13 hereof. Owner/Development acknowledges and agrees that no construction activity permits will be issued by the City for all or any portion of the Development unless and until a complete Schedule of Improvements is submitted and approved by the City and the financial guarantees are in place. The Irrevocable Letter of Credit form attached hereto as Exhibit C shall be completed and submitted to the City when development commences on the Property and the initial Schedule of Improvements is finalized and approved by the City.
4. **Access Points.** Owner/Developer, at its sole cost and expense, shall design and construct the necessary improvements to eliminate the existing eastern access point from Bridge Street to the Development and combine the two existing central access points to the Development from Bridge Street into one access point, and receive written acceptance thereof from the City, prior to, and as a condition precedent to, the issuance of any vertical construction building permit for the Development. Such design and construction shall be in accordance with the City approved Final Plats, Open Space Plans, Construction Plans, approved Transportation Master Plan, approved Public Works Standards Manual, and applicable City specifications in effect at the time of construction.

The City reserves the right to limit future accesses and turning movements for any existing and or future access points.

5. **Public Transportation Improvements.** Owner/Developer, at its sole cost and expense, shall design and construct the necessary public transportation improvements along those portions of Bridge Street and North 19th Avenue adjacent to the Development in accordance with the most recent City Transportation Master Plan and City Public Works Standards Manual. The Owner/Developer acknowledges and agrees that it may be required to design and dedicate additional rights-of-way or easements and/or design and construct additional lanes for acceleration, deceleration, or turn movements once the extent of the development of the Property is determined and approved. Design work shall be submitted at the time of a Final Development Plan and construction shall be completed and finally accepted by the City before the City will issue any vertical building permits for the Development.
6. **Utility Poles.** Owner/Developer, at its sole cost and expense, shall design and construct the necessary improvements to underground all of the existing utility service lines that run along the western boundary of the Development, and any new utility service lines deemed necessary for the Development, and receive written acceptance thereof from the City. Construction acceptance for undergrounding of the service lines shall be a condition of commencement of construction activity on the first lot to develop within the Development. Such design and construction shall be in accordance with the City approved Final Plats, Open Space Plans, Construction Plans, and applicable City Master Plans and Public Works Standards in effect at the time of construction. Design work shall be submitted at the time of a Final Development Plan and construction shall be completed and finally accepted by the City before the City will issue any vertical building permits for any portion of the Development.
7. **Sidewalks/Trails.** Owner/Developer, at its sole cost and expense, shall design and construct a trail along the northern side of Bridge Street adjacent to the Development and a sidewalk along the eastern side of North 19th Avenue adjacent to the Development and shall receive written construction acceptance thereof from the City. Owner/Development acknowledges and agrees that no vertical construction activity permits will be issued by the City for the first lot to develop within the Development unless and until said sidewalks have been constructed and received construction acceptance. Design work shall be submitted at the time of a Final Development Plan. Such design and construction shall be in accordance with the City approved Master Plan and Public Works Standards, Final Plats, Open Space Plans, Construction Plans, and applicable City specifications in effect at the time of construction. .
8. **Public Landscaping.** Owner/Developer, at its sole cost and expense, shall design, construct and install the appropriate public landscaping along the northern side of Bridge Street and the eastern side of North 19th Avenue adjacent to the Development and shall receive written acceptance thereof from the City. Acceptance of the landscaping shall be

a condition of the City's issuance of any certificates of occupancy on the first lot to develop within the Development. Such design and installation shall be in accordance with the City approved Master Plans, and Public Works Standards, Final Development Plan, Open Space Plans, Construction Plans, and applicable City specifications in effect at the time of approval of a Final Development Plan. Design work shall be submitted at the time of a Final Development Plan and construction and installation shall be completed and finally accepted before the City will issue any certificates of occupancy for any facilities on the Property.

9. **Construction and Maintenance of Drainage Infrastructure.** As specifically set forth and acknowledged by the Owner/Developer at the time of a Final Development Plan with Construction Plans and Landscape Plans, the Owner/Developer, at its sole cost and expense, shall construct to completion, with the development of all or a portion of Lot 1, and/or redevelopment of Lot 2, whichever occurs first, the specified drainage facilities including ponds, storm water culverts, and related drainage infrastructure. The drainage facilities shall be completed, constructed, and accepted before the City will approve any vertical construction permits for all or any portion of the Development. The Owner and Developer shall be jointly and severally responsible for the ongoing maintenance of all drainage infrastructure and facilities, including, without limitation, routine maintenance and cleaning, repair and replacement, of the culverts and associated infrastructure to ensure proper functioning of the drainage system pursuant to Exhibit H herein.

10. **Water and Sanitary Sewer.**

- a. As specifically set forth and acknowledged by the Owner/Developer at the time of a Final Development Plan with Construction Plans, and Landscape Plans, the Developer, at its sole cost and expense, shall construct to completion, with the development of all or any portion of Lot 1, that portion of the water and sanitary sewer infrastructure necessary to serve any remaining portion of Lot 1. The necessary water and sanitary sewer infrastructure shall be completed and finally approved by the City before the City will issue any vertical construction permits for all or any portion of Lot 1. Prior to initiating construction of said water and sanitary sewer infrastructure, the Developer shall provide to the City fully executed and recorded copies of all off-site easement documents and agreements across those properties required for the construction of the off-site portion, if any, of said water and sanitary sewer lines.
- b. The following taps for the Property are currently on record with the City:
 - One 3" tap (Properties addressed as 1901 - 1931 Bridge St., west building)
 - One 2" tap (Property addressed as 1931 Bridge St.)
 - One 1" tap (Property addressed as 1927 Bridge St.)
 - Two ¾" taps (Auxiliary buildings north and south of east building)

- c. When any portion of the Property is developed, the Developer shall reconfigure all plumbing infrastructure and associated water and sewer service taps and/or meter pits/vaults to be consistent with plans as finally approved at the time of any Final Development Plan approval and with all applicable City regulations and the Public Works Standards Manual, current edition. If the plans approved in the Final Development Plan do not use and/or reconfigure any of the five taps referenced in subparagraph b. above, the unused or reconfigured water and sewer service taps shall be abandoned and capped at the sole cost and expense of the Developer. The City may, at its sole discretion, after reviewing the final Development Plan, allow all or some of the five existing taps to be utilized for the development of lots 1 and 2, and/or may allow, at its sole discretion, credit from the existing taps toward a new tap. Any credit of an existing tap toward a new tap will be calculated at the then-current fee structure in effect at the time of construction permit issuance.
 - d. The City will not give any cash reimbursements for unused existing water service taps on the Property.
 - e. If the City approves the utilization of an existing tap, the Developer shall purchase and install new meters, at its sole cost and expense.
11. **Fire Protection Line.** Before the City will approve a Final Development Plan for Lot 1 of the Development, the Developer shall perform surveying, potholing, and all other necessary actions to determine whether the fire protection line servicing the Adams County Youth Detention Center is located on any portion of Lot 1, and provide an engineer certified survey thereof to the City. If it is determined that the fire protection line traverses the Property, the Developer shall execute an easement agreement, dedicating to the City a twenty foot (20') wide non-exclusive easement centered on the fire protection line. If the location of the fire protection line is such that the dedication of a twenty foot (20') wide non-exclusive easement centered on the fire protection line is not possible because of its proximity to Lot 2, the Developer will dedicate as much of the twenty feet (20') as possible. The easement agreement, if deemed necessary, shall be reviewed and accepted by the City before the City will issue any building permits for development in Lot 1. Additionally, any additions, new development or redevelopment on Lot 2, shall identify the subject fire protection line on any construction plans, provide the necessary easement, and ensure that the use of the fire protection line is continued.
12. **Trail Easement.** There is a portion of an existing public trail that traverses Lot 1 of the Development which is located outside of the easement associated with the Fulton Ditch, and for which no recorded easement exists. Before the City will approve a Final Development Plan for Lot 1 of the Development, and as a condition precedent to such approval, the Developer shall execute a public access easement of at least six feet in width from the western edge of the existing trail extending to the eastern property line, and running generally along the route of the existing trail, with the exact location,

dimensions and specifications to be approved by the City. Said easement, once approved by the City, shall be recorded by the Developer at its sole cost and expense.

EXHIBIT H

STORMWATER FACILITIES MAINTENANCE AGREEMENT FOR TREATMENT AND DRAINAGE FACILITIES LOCATED ON PRIVATE PROPERTY

THIS AGREEMENT is made this ____ day of _____, 20____, between _____, hereinafter referred to as the “Owner,” and the City of Brighton, a Colorado municipal corporation, hereinafter referred to as “City.”

RECITALS

WHEREAS, The ordinances and regulations of the City require that stormwater treatment and drainage facilities located on private property shall be operated, maintained, repaired, and replaced as necessary by the landowner and/or other responsible party, or their successors and assigns as agreed to by the City; and

WHEREAS, This Stormwater Facilities Maintenance Agreement is entered into by the parties to provide for the continued operation, maintenance, repair, and replacement as necessary of the stormwater treatment and drainage facilities located on the property described in **Exhibit H1**, by the Owner and/or other Responsible Party as identified in **Exhibit H2**; and

WHEREAS, This Agreement specifies the stormwater facilities management requirements necessary for the operation, maintenance, repair, or replacement of stormwater treatment and drainage facilities in accordance Chapter 14, Storm Drainage, of the Brighton Municipal Code as it is amended from time to time.

COVENANTS

THE PARTIES COVENANT AND AGREE AS MORE FULLY SET FORTH HEREIN.

Section 1. Subject Property

The subject property on which the stormwater treatment and drainage facilities to be operated, maintained, repaired or replaced by the Owner and/or the Responsible Party, is more fully described in **Exhibit H1**, attached hereto and by this reference is made a part hereof (hereinafter referred to as “Property”).

Section 2. Facilities

The stormwater treatment and drainage facilities located on the Property to be operated, maintained, repaired or replaced by the Owner, and/or the Responsible Party, are more fully described in **Exhibit H3**, attached hereto and by this reference is made a part hereof (hereinafter referred to as "Facilities"). The Facilities do not include the regional drainage facilities along the northern, southern and eastern boundaries of the Development, which regional drainage facilities are to be designed, constructed, operated, maintained, repaired and replaced by the City.

Section 3. Site Specific Maintenance Plan

The Owner and/or Responsible Party agree that unless expressly assumed by the City in writing, the long-term routine and extraordinary maintenance of all Facilities installed on Property, are continuing obligations of the Owner and/or the Responsible Party in accordance with the terms of this Agreement and attached exhibits, including the Site Specific Maintenance Plan contained in **Exhibit H4**, attached hereto and which by this reference is made a part hereof (hereinafter referred to as "Plan"). City hereby assumes responsibility for the long-term routine and extraordinary maintenance of the regional drainage facilities installed on the Property.

Section 4. Obligations of Owner and/or Responsible Party

The Owner and the Responsible Party agree to the following:

- A) All Facilities on the Property shall be maintained to meet erosion control, groundwater recharge, and stormwater runoff quantity and quality standards of Chapter 14, Storm Drainage, the Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual Volume 3, and the City of Brighton Standards and Specifications Manual, Chapter 3, Drainage and Flood Control, as the same may be amended from time to time.
- B) To operate, maintain, repair, and replace as necessary all facilities, including routine and non-routine maintenance, as the same may be required by this Agreement, the ordinances, rules and regulations of the City as they may be amended from time to time. Preventative and corrective maintenance repair and replacement shall be performed to maintain the function and integrity of the Facilities.
- C) To keep the Facilities in good condition and repair, free of trash, debris, algae, standing water and other conditions that would constitute a nuisance. Such maintenance shall include, but not limited to slope stabilization, bank grading, sediment removal, mowing, repairs of mechanical and structural components, installation and maintenance of adequate landscaping as well as adequate provision for weed control and replacement of dead plant material. In the event that any detention or retention area within the Property contains standing water for more than ninety-six (96) continuous hours, the Owner and/or Responsible Party shall install an aeration or other appropriate mitigation system acceptable to the City, in order to minimize or prevent algae

blooms, mosquitoes, and any other conditions that may constitute a nuisance or otherwise adversely affect the public health, safety and welfare.

D) The Owner and/or Responsible Party shall perform regular inspections in accordance with the Plan on all required Facilities and document maintenance, repair, and replacement needs to ensure compliance with the requirements of this Agreement.

E) Upon written notification by the Director of Utilities, the Owner and/or Responsible Party shall, at their own cost and within a reasonable time period determined by the Director, have an inspection of the Facilities conducted by a qualified professional; file with the Director a copy of the written report of inspection prepared by the professional; and, within the time period specified by the Director complete any maintenance, repair, or replacement work recommended in the report to the satisfaction of the Director.

F) Maintenance and inspection records shall be retained by the Owner and/or Responsible Party for at least five (5) years, and shall be readily available to the Director upon request.

G) All Facilities, whether structural and non-structural, shall be maintained and the Owner and/or Responsible Party, unless otherwise specified in writing by the Director.

H) To perform all additional maintenance, repair, and replacement as set forth in **Exhibit G of the Development Agreement**, Special Provisions, attached hereto and which by this reference is made a part hereof.

Section 5. City Access to Property

By the terms of this Agreement, the Owner irrevocably grants the Director complete access to the Facilities over and across the privately owned streets or additional areas within the Property, at any reasonable time, upon notice to undertake inspections, sampling, testing, repairs or other preventative measures required to enforce the terms of this Agreement at the Owner's expense. The City may, in its sole discretion, access the site without advanced notice for the purpose of inspection, sampling and testing of the facilities in an emergency circumstance to protect the public health, safety and welfare.

Section 6. Remediation

A) If the Director determines that operation, maintenance, and repair standards for the Facilities are not being met; or, maintenance, repairs, or replacement of Facilities is required, the Director may, in writing, direct the Owner and/or Responsible Party of the operation failures, needed maintenance, repair, replacement and/or the necessity to install any Facilities in order to keep the stormwater treatment and drainage facilities in acceptable working condition.

B) Should the Owner and/or Responsible Party fail to comply with the Director's reasonable directions within thirty (30) days of the date of the notice specified in 7(A) above, the Director

may enter the Property and perform or cause to be performed the required abatement and assess the reasonable cost and expenses for such work against the Owner and/or other Responsible Party as provided in Section. 14-2-100 City Inspections; Costs of Remediation, of the Brighton Municipal Code, as the same may be amended from time to time. Such costs may include the actual cost of any work deemed necessary by the Director, in order to comply with this Agreement, plus reasonable administrative, enforcement, and inspection costs.

C) The Owner and/or Responsible Party shall be jointly and severally responsible for payment of the actual cost of any work deemed necessary by the Director, in order to comply with this Agreement, plus reasonable administrative, enforcement, and inspection costs.

D) In the event the City initiates legal action occasioned by any default or action of Owner or a Responsible Party, then Owner and/or the Responsible Party agree to pay all costs incurred by City in enforcing the terms of this Agreement, including reasonable attorney's fees and costs, and that the same may become a lien against the Property.

Section 7. Notification of Change of Ownership and/or Responsible Party

The owner and the Responsible Party shall notify the City in writing of any changes in ownership as the same is defined herein or change in the Responsible Party within thirty (30) days of the effective date of the conveyance, change, or assignment and shall provide to the City a verified statement from the new Owner or Responsible Party that it has received a copy of this Agreement and the attached exhibits and assumes the responsibilities expressed hereunder. Should the Owner or Responsible Party fail to so notify the City of such change or provide the verified statement from the new Owner or Responsible Party, the conveyance, change, or assignment shall not relieve the new Owner and/or Responsible Party of any obligations hereunder.

Section 8. Notice

All notices provided under this Agreement shall be effective when personally delivered or mailed first class mail, postage prepaid and sent to the following addresses:

If Owner:

If Responsible Party:

To Owner or Responsible Party as stated on **Exhibit H2**.

If City:

With Copy To:

Director of Utilities
City of Brighton
500 South 4th Avenue
Brighton, CO 80601
303.655.2033

City Manager
City of Brighton
500 South 4th Avenue
Brighton, CO 80601
303.655.2001

Section 9. Definitions

- A) **“Director”** means the Director of Utilities of the City of Brighton, or his or her designee.
- B) **“Routine”** maintenance procedures includes, but are not limited to, inspections, debris and litter control; mechanical components maintenance, repair, and replacement; vegetation management; and, other routine tasks.
- C) **“Non-routine procedures”** include, but are not limited to, those associated with removing accumulated sediments from stormwater quality facilities, restoration of eroded areas, snow and ice removal, fence repair or replacement, restoration of vegetation and long term structural repair, maintenance and replacement.
- D) **“Owner”** means the legal or beneficial owner of the subject property, including those persons holding the right to purchase or lease the Property or any other person holding proprietary rights in the Property as identified in **Exhibit H2**, including their agents, representatives, successors and assigns.
- E) **“Responsible Party”** means the party, person or entity that is responsible for the maintenance of the facilities as required by this Agreement as identified in **Exhibit H2**, including their agents, representatives, successors and assigns. Unless otherwise specified in this Agreement and the exhibits attached hereto, the obligations of the Responsible Party and the Owner are joint and several.
- F) **“Stormwater treatment and drainage facilities”** include, but are not limited to, storm sewer inlets, pipes, culverts, channels, ditches, hydraulic structures, rip-rap, detention basins, micro-pools, water quality facilities and on-site control measure(s) to minimize pollutants in urban runoff as more fully set forth in **Exhibit H3**.
- G) All the definitions and requirements of Chapter 14 of the Brighton Municipal Code are incorporated by reference into this Agreement.

Section 10. Miscellaneous

- A) The burdens and benefits in this Agreement constitute covenants that run with the Property and are binding upon the parties and their heirs, successors and assigns. Owner will notify any successor to title of all or part of the Property about the existence of this Agreement. Owner will provide this notice before such successor obtains an interest in all or part of the Property. Owner will provide a copy of such notice to City at the same time such notice is provided to the successor. Upon conveyance of the Property, or any portion thereof, to a third party, Owner/Responsible Party shall be released from all obligations hereunder with respect to that portion of the Property so transferred. Owner and Responsible Party may assign all of their obligations hereunder to a third party, provided such third party agrees in writing to accept such assignment and to perform the obligations of Owner/Responsible Party hereunder.

B) The Owner shall record this Agreement in the records of the Clerk and Recorder of the appropriate and return a copy of the recorded Agreement to the City with the recording information reflected thereon.

C) The parties agree that the interpretation and construction of this Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall be in the District Court for Adams County, Colorado.

D) Except as provided in Section 7. (D) above, in the event of any litigation between the parties regarding their respective rights and obligations hereunder, the substantially prevailing party shall be entitled to receive reasonable attorney fees and costs incurred in connection with such action.

E) If any portion of this Agreement is declared by a court of competent jurisdiction to be void or unenforceable, such portion shall be deemed as severed from this Agreement, and the balance of this Agreement shall remain in effect.

F) Each of the parties hereto agrees to take all actions, and to execute all documents, that may be reasonably necessary or expedient to achieve the purposes of this Agreement.

G) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

[Signatures begin on the next page]

BRIGHTON:

CITY OF BRIGHTON, a Colorado municipal corporation

By: _____
Curtis Bauers, Director of Utilities

Attest:

By: _____
Natalie Hoel, City Clerk

Approved as to Form:

Margaret R. Brubaker, Esq.
City Attorney

OWNER:

By: _____
Name: _____
Title: _____

RESPONSIBLE PARTY:

By: _____
Name: _____
Title: _____

EXHIBIT H1
Property Description

KNOW ALL PEOPLE BY THESE PRESENTS THAT ADAMS COUNTY, COLORADO IS THE OWNER OF A PARCEL OF LAND, DESCRIBED BELOW, AS RECORDED IN THE ADAMS COUNTY CLERK AND RECORDER OFFICE AND SITUATED IN SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 66 WEST DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 5; THENCE EAST 60 RODS; THENCE NORTH 53 RODS AND 5 1/2 FEET; THENCE WEST 60 RODS; THENCE SOUTH 53 RODS AND 5 1/2 FEET TO PLACE OF BEGINNING, EXCEPT THAT PROPERTY DESCRIBED IN DEED RECORDED MARCH 15, 1907 IN BOOK 32 AT PAGE 8; EXCEPT THAT PORTION CONVEYED IN DEEDS RECORDED SEPTEMBER 28, 1951 IN BOOK 428 AT PAGE 273 AND APRIL 15, 1952 IN BOOK 440 AT PAGE 337; EXCEPT THAT PORTION CONVEYED IN DEED RECORDED OCTOBER 14, 1963 IN BOOK 1104 AT PAGE 493; EXCEPT THAT PORTION CONVEYED BY RESOLUTION AND DEED RECORDED DECEMBER 4, 1964 IN BOOK 1195 AT PAGE 554 AND EXCEPT THAT PORTION CONVEYED IN DEEDS RECORDED JUNE 2, 1986 IN BOOK 3152 AT PAGE 660 AND SEPTEMBER 18, 1986 IN BOOK 3203 AT PAGE 400, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL CONTAINS 535,355 SQUARE FEET OR 12.290 ACRES, MORE OR LESS.

EXHIBIT H2

Owner/Responsible Party Contact Information

Joelle Greenland
Adams County
4430 South Adams Parkway
Brighton, CO 80601

EXHIBIT H3
Facilities Description and Location Map

- 1.) Pond: To be determined at the time of Final Development Plan
- 2.) Swale: To be determined at the time of Final Development Plan
- 3.) Storm sewer inlet pipes, boxes and Manholes, etc: To be determined at the time of Final Development Plan

EXHIBIT H4
Site Specific Maintenance Plan
(Use UDFCD Recommendation)

In order for stormwater facilities to be effective, proper maintenance is essential. Maintenance includes both, routinely scheduled activities, as well as non-routine repairs that maybe required after large storms, or as a result of other unforeseen problems. Planning level maintenance for the individual stormwater facilities is included in this Site Specific Maintenance Plan.

1) Infiltration Pond:

Responsibilities:

The Developer is responsible for the long-term maintenance of the infrastructure on Lot 1.

Inspection

Inspect the pond at least annually. Note the amount of sediment in the forebay and look for debris at the outlet structure.

Debris and Litter Removal

Remove debris and litter from the pond as needed. This includes floating debris that could clog the outlet or overflow structure.

Aquatic Plant Harvesting

Harvesting plants will permanently remove nutrients from the system, although removal of vegetation can also resuspend sediment and leave areas susceptible to erosion. Additionally, the plants growing on the safety wetland bench of a retention pond help prevent drowning accidents by demarking the pond boundary and creating a visual barrier. For this reason, harvesting vegetation completely as routine maintenance is not recommended. However, aquatic plant harvesting can be performed if desired to maintain volume or eliminate nuisances related to overgrowth of vegetation. When this is the case, perform this activity during the dry season (November to February). This can be performed manually or with specialized machinery. If a reduction in cattails is desired, harvest them annually, especially in areas of new growth. Cut them at the base of the plant just below the waterline, or slowly pull the shoot out from the base. Cattail removal should be done during late summer to deprive the roots of food and reduce their ability to survive winter

Mosquito Control

Mosquito control may be necessary if the pond is located in proximity to outdoor amenities. The

most effective mosquito control programs include weekly inspection for signs of mosquito breeding with treatment provided when breeding is found. These inspections and treatment can be performed by a mosquito control service and typically start in mid-May and extend to mid-September. The use of larvicidal briquettes or "dunks" is not recommended for ponds due to their size and configuration.

Sediment Removal from the Forebay

Remove sediment from the forebay before it becomes a significant source of pollutants for the remainder of the pond. More frequent removal will benefit long-term maintenance practices. For dry forebays, sediment removal should occur once a year. Sediment removal in wet forebays should occur approximately once every four years or when build up of sediment results in excessive algae growth or mosquito production. Ensure that the sediment is disposed of properly and not placed elsewhere in the pond.

Sediment Removal from the Pond Bottom

Removal of sediment from the bottom of the pond may be required every 10 to 20 years (for retention ponds) or 15-25 years (for detention ponds) to maintain volume and deter algae growth. This typically requires heavy equipment, designated corridors, and considerable expense. Harvesting of vegetation may also be desirable for nutrient removal. When removing vegetation from the pond, take care not to create or leave areas of disturbed soil susceptible to erosion. If removal of vegetation results in disturbed soils, implement proper erosion and sediment control practices until vegetative cover is reestablished. For constructed wetland ponds, reestablish growth zone depths and replant if necessary.

Sediment Removal from the Trickle Channel, and Micropool

Remove sediment from the trickle channel annually. Sediment removal from the micropool is required about once every one to four years, and should occur when the depth of the pool has been reduced to approximately 18 inches. Small micropools may be vacuumed and larger pools may need to be pumped in order to remove all sediment from the micropool bottom. Removing sediment from the micropool will benefit mosquito control. Ensure that the sediment is disposed of properly and not placed elsewhere in the basin.

Erosion and Structural Repairs

Repair basin inlets, outlets, trickle channels, and all other structural components required for the basin to operate as intended. Repair and vegetate eroded areas as needed following inspection.

2) Swales:

Responsibilities

The Owner is responsible for long-term maintenance of any swale within the owner's property; the City is responsible for long-term maintenance of any swale within the City's property. Notwithstanding anything contained herein to the contrary, City is responsible for long-term maintenance of any swale on property owned by Owner and utilized for regional drainage.

Inspection

Grass buffers and swales require maintenance of the turf cover and repair of rill or gully development. Healthy vegetation can often be maintained without using fertilizers because runoff from lawns and other areas contains the needed nutrients. Periodically inspecting the vegetation over the first few years will help to identify emerging problems and help to plan for long-term restorative maintenance needs. Inspect vegetation at least twice annually for uniform cover and traffic impacts. Check for sediment accumulation and rill and gully development.

Debris and Litter Removal

Remove litter and debris to prevent rill and gully development from preferential flow paths around accumulated debris, enhance aesthetics, and prevent floatables from being washed offsite. This should be done as needed based on inspection, but no less than two times per year.

Aeration

Aerating manicured grass will supply the soil and roots with air. It reduces soil compaction and helps control thatch while helping water move into the root zone. Aeration is done by punching holes in the ground using an aerator with hollow punches that pull the soil cores or "plugs" from the ground. Holes should be at least 2 inches deep and no more than 4 inches apart. Aeration should be performed at least once per year when the ground is not frozen. Water the turf thoroughly prior to aeration. Mark sprinkler heads and shallow utilities such as irrigation lines and cable TV lines to ensure those lines will not be damaged. Avoid aerating in extremely hot and dry conditions. Heavy traffic areas may require aeration more frequently.

Mowing

When starting from seed, mow native/drought-tolerant grasses only when required to deter weeds during the first three years. Following this period, mowing of native/drought tolerant grass may stop or be reduced to maintain a length of no less than six inches. Mowing of manicured grasses may vary from as frequently as weekly during the summer, to no mowing during the winter.

Irrigation Scheduling and Maintenance

Irrigation schedules must comply with the City of Brighton water regulations. The schedule must provide for the proper irrigation application rate to maintain healthy vegetation. Less irrigation is typically needed in early summer and fall, with more irrigation needed during July and August. Native grass should not require irrigation after establishment, except during prolonged dry periods when supplemental, temporary irrigation may aid in maintaining healthy vegetation cover. Check for broken sprinkler heads and repair them, as needed. Do not overwater. Signs of overwatering and/or broken sprinkler heads may include soggy areas and unevenly distributed areas of lush growth.

Completely drain and blowout the irrigation system before the first winter freeze each year. Upon reactivation of the irrigation system in the spring, inspect all components and replace damaged parts, as needed.

Fertilizer, Herbicide, and Pesticide Application

Use the minimum amount of biodegradable nontoxic fertilizers and herbicides needed to establish and maintain dense vegetation cover that is reasonably free of weeds. Fertilizer application may be significantly reduced or eliminated by the use of mulch-mowers, as opposed to bagging and removing clippings. To keep clippings out of receiving waters, maintain a 25-foot buffer adjacent to open water areas where clippings are bagged. Hand-pull the weeds in areas with limited weed problems.

Frequency of fertilizer, herbicide, and pesticide application should be on an as-needed basis only and should decrease following establishment of vegetation.

Sediment Removal

Remove sediment as needed based on inspection. Frequency depends on site-specific conditions. For planning purposes, it can be estimated that 3 to 10% of the swale length or buffer interface length will require sediment removal on an annual basis.

- **For Grass Buffers:** Using a shovel, remove sediment at the interface between the impervious area and buffer.
- **For Grass Swales:** Remove accumulated sediment near culverts and in channels to maintain flow capacity. Spot replace the grass areas as necessary.

Reseed and/or patch damaged areas in buffer, sideslopes, and/or channel to maintain healthy vegetative cover. This should be conducted as needed based on inspection. Over time, and depending on pollutant loads, a portion of the buffer or swale may need to be rehabilitated due to

sediment deposition. Periodic sediment removal will reduce the frequency of revegetation required. Expect turf replacement for the buffer interface area every 10 to 20 years.

3) Storm sewer inlet pipes, boxes and manholes:

Responsibilities

The property owner is hereby accepting long-term maintenance responsibilities of storm sewer pipes, inlets and MH located in private property; provided, however, that City shall be responsible for long-term maintenance responsibilities of storm sewer pipes, inlets and MH located within regional drainage easements on property owned by Owner...

Inspection

Frequent inspections of storm pipes, inlets and manholes are recommended in the first two years, and then annually. Look for debris and strong odors indications.

Debris and Litter removal

Remove silt and flow blocking debris as soon as possible. Remove sediment and waste collected from cleaning activities of the drainage system in appropriate containers to approved off-site disposal areas. A vac-jet truck maybe needed to perform this work by properly trained personnel.

Erosion and Structural Repairs

Repair all structural components required for the pipe, inlet and manhole to operate as intended.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 15 th , 2018
SUBJECT: Fishing is Fun Grant Contract Approval
FROM: Nathan Mosley and Marc Pedrucci
AGENCY/DEPARTMENT: Parks and Open Space
HEARD AT STUDY SESSION ON: August 22, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO N/A
RECOMMENDED ACTION: That the Board of County Commissioners approves the Fishing is Fun grant contract with the State of Colorado for 88 th Avenue Open Space Improvements

BACKGROUND:

Adams County Parks was awarded an \$80,000 “Fishing Is Fun” Grant by the Colorado Division of Wildlife to develop fishing access at the 88th Avenue Open Space. The County must execute a contract with the Division of Wildlife before proceeding with the project.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Parks and Open Space, Colorado Division of Parks and Wildlife

ATTACHED DOCUMENTS:

Resolution
Fishing is Fun Grant Contract and Exhibits

FISCAL IMPACT:

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

The 88th Avenue Open Space Restoration Project was approved in the 2013 Budget in the Open Space Projects Fund (Fund 27) for a total of \$3,100,000 (account 6107-9015, subledger 61071302W). The County executed an IGA with Urban Drainage and Flood Control District (UDFCD) in November 2015 to have UDFCD manage the project and contribute funding. The County transferred \$2,800,000 to UDFCD in December 2015 for the County's portion of the project costs, and when the project is complete the County will receive reimbursements for most of the project costs. We anticipate receiving the following reimbursements:

State of Colorado NRD Funds: \$1,200,000
ADCO Open Space Grant: \$700,000
CDPW Fishing is Fun Grant: \$80,000

The remainder of the project costs will be paid by the County's 30% shareback of the Open Space Sales Tax.

Fund: 27**Cost Center: 6107**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5590	61071302W	\$1,980,000
Total Revenues:			

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

RESOLUTION APPROVING FUNDING AGREEMENT CMS#108563 BETWEEN ADAMS COUNTY AND THE STATE OF COLORADO, DEPARTMENT OF NATURAL RESOURCES, TO PROVIDE FUNDING FOR ADAMS COUNTY'S 88TH AVENUE OPEN SPACE RESTORATION AND RECREATION IMPROVEMENTS PROJECT

WHEREAS, authority to enter into this Funding Agreement, and funding therefore, exists as a result of a consent decree approved by the United States District Court of Colorado in Civil Action No. 83-C-2386, State of Colorado, Plaintiff, United States of America, Shell Oil Company, et al., Defendants, (hereinafter the "Consent Decree") related to natural resource damage claims involving the Rocky Mountain Arsenal; and,

WHEREAS, the Consent Decree created trustees (hereinafter the "Trustees") to administer funds paid by Shell to the State pursuant to the Consent Decree, which provided for a \$10 million donation from Shell into a fund called the Colorado Natural Resources Foundation Fund (hereinafter the "Fund"); and,

WHEREAS, the Trustees have approved the project for which this Agreement provides funding and required approvals, clearance and coordination have been accomplished from and with appropriate agencies; and,

WHEREAS, the purpose of this Agreement is to provide funding for Adams County's 88th Avenue Open Space Restoration and Recreation Improvements project which will implement environmental restoration and public access improvements on a 220-acre former sand and gravel mine site.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Funding Agreement CMS#108563 between Adams County and the State of Colorado, Department of Natural Resources, a copy of which is attached hereto, be approved.

BE IT FURTHER RESOLVED that the Chair is authorized to sign said Funding Agreement CMS#108563 on behalf of Adams County.

STATE OF COLORADO GRANT AGREEMENT

COVER PAGE

State Agency Department of Natural Resources Colorado Parks and Wildlife 1313 Sherman Street Denver, Colorado 80203	Agreement Number CMS # 108563 CORE Encumbrance # CTGG1 PMAA 2018*1754 CFDA # 15.605
Grantee Adams County 4430 South Adams County Parkway Brighton, CO 80601	Agreement Performance Beginning Date On the Effective Date
	Initial Agreement Expiration Date December 31, 2021
Agreement Maximum Amount Entire contract term for all applicable fiscal years: \$80,000.00	Agreement Description The purpose of this Agreement is to construct an Americans with Disabilities Act (ADA) accessible fishing pier and other site improvements on the South Platte River between 88th Avenue and 96th Avenue.

SIGNATURE PAGE**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

<p style="text-align: center;">GRANTEE Adams County</p> <p>By: _____</p> <p>Title: _____</p> <p style="text-align: center;">_____ *Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, Governor Department of Natural Resources Robert W. Randall, Interim Executive Director Colorado Parks and Wildlife</p> <p style="text-align: center;">_____ *Signature</p> <p>By: _____ Signatory avers to the State Controller or delegate that Grantee has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p>Date: _____</p>
<p style="text-align: center;">2nd Grantee Signature if Needed</p> <p>By: _____</p> <p>Title: _____</p> <p style="text-align: center;">_____ *Signature</p> <p>Date: _____</p>	<p style="text-align: center;">LEGAL REVIEW Cynthia H. Coffman, Attorney General</p> <p>By: _____ Signature - Assistant Attorney General</p> <p>Date: _____</p>

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Maggie Van Cleef, DNR Purchasing Director

Date: _____

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1. PARTIES

This Agreement is entered into by and between Grantee named on the Signature and Cover Page for this Agreement (the “Grantee”), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the “State” or “CPW”). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in **§7.D**, or after the Fund Expenditure End Date.

B. Initial Term

The term of this Subgrant Agreement shall commence on February 1, 2018 and shall continue through December 31, 2021 (the “grant Performance Period”). However, payment for performance shall not begin until this Subgrant Agreement is approved by the State Controller, or designee (the “Effective Date”). The Subgrant may be charged only for obligations incurred during the Grant Performance Period established upon grant award approval by the federal awarding agency (522 FW 25). This is the period of time during which federal funds are available for expenditure by the recipient (43 CFR 12.928).

C. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in **§16**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

D. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by **§14.A.i**.

i. Method and Content

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

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in **§14.A.i.a**.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

E. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Sport Fish Restoration Act of 1950, (64 Stat. 430, as amended 16 USC 777-777m), and the Sport Fish Restoration Program (CFDA#:15-605).

B. State Authority

C.R.S. 33-10-107(1)(e).

4. PURPOSE

The State desires to make the Sportfishing Funds available to the Grantee on a reimbursable match basis for the purpose of improving fisheries and otherwise increasing recreational fishing opportunities in Colorado as part of its "Fishing is Fun in Colorado Program". The State makes the Sportfishing Funds available to Grantee in reliance on the representation by the Grantee that neither Grantee, nor any person or entity acting on its behalf, shall conduct activities with the Sportfishing Funds for purposes or uses prohibited or otherwise restricted under 50 CFR 80. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- C. **"Budget"** means the budget for the Work described in Exhibit B.

- D. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- E. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- F. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.
- G. **“End of Term Extension”** means the time period defined in §2.C
- H. **“Exhibits”** means the following exhibits attached to this Agreement:
 - i. **Exhibit A**, Statement of Work.
 - ii. **Exhibit B**, Budget.
 - iii. **Exhibit C-1** – Project Documentation Report.
 - iv. **Exhibit C-2** – Itemized Work Sheet.
 - v. **Exhibit C-3** – Request for Reimbursement.
 - vi. **Exhibit C-4** – Performance Report.
 - vii. **Exhibit D** – Annual Report.
 - viii. **Exhibit E** – Volunteer Time Tracking Sheet.
 - ix. **Exhibit F** – FFATA.
 - x. **Exhibit G** – Assurances.
 - xi. **Exhibit H** – Supplemental Provisions for Federal Awards.
- I. **“Extension Term”** means the time period defined in §2.C
- J. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- K. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The U.S. Department of Interior is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- L. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- M. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

- N. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 et. seq. C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- O. **“Initial Term”** means the time period defined in §2.B
- P. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- Q. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- R. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501, C.R.S.
- S. **“Recipient”** means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.
- T. **“Services”** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- U. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to the CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure by Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- V. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- W. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- X. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

- Y. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees of grant funds.
- Z. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Grantee is a Subrecipient.
- AA. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- BB. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- CC. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. STATEMENT OF WORK

A. Completion

- i. Grantee shall complete the Work and its other obligations as described herein and in Exhibit A during the Grant Performance Period. Subgrantee shall undertake the Scope of Work (the “Project”) described in this Subgrant Agreement and Exhibit A. Prosecution of the Project shall be under the general supervision of the Subgrantee. The State may, at its discretion, require that a representative of the State be present at the Project location while work is being conducted. For construction projects costing more than \$100,000, the Subgrantee shall retain a registered professional engineer who shall approve Project engineering plans and specifications, approve the feasibility determination, supervise construction, and furnish a report of final inspection to the State.
- ii. The Grantee shall provide and maintain permanent signs on or near the Project site for the life of a Project indicating that the Project is funded in part by the Sport Fish Restoration Act (50 CFR 80.26 (a), (g), and (h); 041 FW 3 Signs)
- iii. If the Project includes dam construction:
 - a. Construction, enlargement, or rehabilitation of a dam is subject to the Federal standards for dam design. If the Project involves the construction, enlargement, or rehabilitation of dams subject to Federal design requirements, the Subgrantee shall provide evidence that an engineer has reviewed the design and

specifications. For dam construction, the review must be by an engineer qualified in the design and construction of dams.

- b. The proposed project shall be designed to meet Federal Standards for dam design, construction and rehabilitation including, but not limited to, the Federal Guidelines for Dam Safety (June 25, 1979), Recommended Guidelines for Dam Safety Inspection of Dam (Corps of Engineers, 1974), and any other technical requirements which may be identified in Colorado Rules and Regulations for Dam Safety and Dam Construction (2CCR 402-1).

B. Project Useful Life

- i. As per United States Department of Interior 522 FW 18.5A. Useful Life of Capital Improvements Funded by Federal Assistance Grants, the State has determined that the useful life for capital improvements is 20 years. The “useful life” of the Project shall extend 20 years beyond the Project final inspection acceptance date. Grantee shall operate and maintain the Project, or cause the Project to be operated and maintained, for public recreational fishing use during the “useful life” period. The “Real Property” to be operated and maintained shall include land, land improvements, structures, and appurtenances thereto, acquired or developed under this Project, excluding movable machinery and equipment. The Real Property shall be maintained by Subgrantee in a reasonable state of repair and shall be open for use by the public at all reasonable hours of the day and time of the year as required by its intended purpose.
- ii. Grantee shall not at anytime convert any Real Property acquired or developed pursuant to this Subgrant Agreement to other than public recreational fishing use without the prior written approval of the State. In the event the Real Property is converted (Loss of Control), Grantee will replace or reimburse the State the current fair market value of the Real Property. Replacement Real Property must be of equal value at current market prices and have equal benefits as the original Real Property. Non-public recreational fishing uses of the said facilities which do not materially interfere with the public recreational fishing uses shall not be deemed a conversion of such facilities within the meaning of this paragraph.
- iii. Loss of Control is when such Real Property passes from management control of the Grantee. The control must be fully restored to the Grantee or the Real Property must be replaced using non-Federal Assistance funds. Final resolution for loss of control will require approval by the Federal awarding agency.

7. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum on the Signature and Cover Page of this Agreement.

B. Payment Procedures

- i. Invoices and Payment
 - a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in Exhibit B.

- b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.D**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State. The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds.

Grantee shall provide Matching Funds as provided in Exhibit B. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee.

D. Reimbursement of Grantee Costs.

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Exhibit B and §7 for all allowable costs described in this Grant and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and Exhibit B. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Contract and shown in the Budget if those costs are:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
- ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out.

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted

8. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to §19 or pursuant to any other Exhibit, for any Agreement having a term longer than 3 months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than 5 Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in §16.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

9. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by that governmental entity. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et. seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in Writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Compliance

Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

F. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Contract, Grantee shall provide for the security of such PII, in a form acceptable to the State, including, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

12. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

C. Automobile Liability

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

D. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

E. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

F. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with **§16** within 7 days of Grantee's receipt of such notice.

G. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

H. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

I. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within 7 Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within 7 Business Days following the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within 7 Business Days following Grantee's execution of the subcontract. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

13. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §14 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§13.B.**, shall have all of the remedies listed in this **§14.A.** in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.D.**

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in **§13.B** and the dispute resolution process in **§15** shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the Department of Natural Resources as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the “Resolution Statutes”), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party’s principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §16 without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State:

James Guthrie
Colorado Division of Parks and Wildlife
1313 Sherman St. Room 119
Denver, CO 80203
jim.guthrie@state.co.us
303-866-3209x4689

For Grantee:

Marc Pedrucci
Adams County Open Space
4430 South Adams County Parkway
Brighton, CO 80601
mpedrucci@adcogov.org
303-637-8014

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Grantee hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Grantee cannot make any of the assignments required by this section, Grantee hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and

create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Grantee grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Grantee that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.*, C.R.S.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Agreement is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this **§19** shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Grantee enters into a subcontract or subgrant would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall also contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in **§20.A.**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Jurisdiction and Venue

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

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any Exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. Exhibit F,
- ii. Exhibit H,
- iii. Exhibit G,
- iv. Colorado Special Provisions in **§21** of the main body of this Agreement.
- v. The provisions of the other sections of the main body of this Agreement.
- vi. Exhibit A,
- vii. Exhibit B,

- viii. Exhibit C-1,
- ix. Exhibit C-2,
- x. Exhibit C-3,
- xi. Exhibit C-4,
- xii. Exhibit D,
- xiii. Exhibit E.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§20.A.**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-103.5-101, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit D at all times during the term of this Grant.

21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1)

These Special Provisions apply to all contracts except where noted in italics.

A. **CONTROLLER'S APPROVAL. §24-30-202(1), C.R.S.**

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

B. **FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

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

C. **GOVERNMENTAL IMMUNITY.**

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

D. **INDEPENDENT CONTRACTOR**

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW.

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

G. BINDING ARBITRATION PROHIBITED.

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

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

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

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

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

J. VENDOR OFFSET. §§24-30-202(1) and 24-30-202.4, C.R.S.

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

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program established under Pub. L. 104-208 or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee (i) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed, (ii) shall notify the Subcontractor and the contracting State agency within 3 days if Grantee has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or §§8-17.5-101 *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.

Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101 *et seq.*, C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Agreement.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 05/15/18
SUBJECT: Public Service Company of Colorado Easement
FROM: Dave Ruppel
AGENCY/DEPARTMENT: Front Range Airport
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves Resolution

BACKGROUND:

The easement to construct, operate, maintain, repair, and replace utility lines and all fixtures and devices, used or useful in the operation of said lines, through, over, under, across, and along a course as said lines may be hereafter constructed in a parcel of land in Section 14, Township 3 South, Range 64 West of the Sixth Principal Meridian in the County of Adams, State of Colorado, the easement being described as follows: See Exhibit A Legal Description, which is attached.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office

ATTACHED DOCUMENTS:

1. Resolution
2. Land Lease
3. Easement
4. Legal Description

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN EASEMENT BETWEEN ADAMS COUNTY AND
PUBLIC SERVICE COMPANY OF COLORADO

Resolution 2018-

WHEREAS, Adams County is a body corporate and politic that owns and operates an airport known as Front Range Airport (“Landlord”); and,

WHEREAS, in 2017, the Landlord entered into a Land Lease with Reaction Engines, Inc. (“Tenant”); and,

WHEREAS, Public Service Company of Colorado (“Company”), desires a non-exclusive Easement to construct, operate, maintain, repair, and replace utility lines and all fixtures and devices, used or useful in the operation of said lines, through, over, under, across, and along a course on Front Range Airport as designated in the attached Easement to provide electrical service to Tenant; and,

WHEREAS, by means of the attached Easement, the Landlord desires to grant an Easement, and Company desires to use the Easement for utility access to the Tenant’s Leased property as herein stated.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado that the Easement between Adams County and Public Service Company of Colorado, a copy of which is attached hereto, is hereby approved.

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

DIVISION GATEWAY
LOCATION 5125 E 30th Ave

ROW AGENT Russ McClung
DESCRIPTION AUTHOR Aztec Consultants, Inc.
AUTHOR ADDRESS 300 E Mineral Ave, Ste 1
Littleton, CO 80122

DOC. NO.
PLAT/GRID NO.
WO/JO/CREG NO.

PUBLIC SERVICE COMPANY OF COLORADO EASEMENT

The undersigned Grantor hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (Company), 1800 Larimer Street, Suite 1100, Street, Denver, Colorado, 80202, in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, a non-exclusive easement to construct, operate, maintain, repair, and replace utility lines and all fixtures and devices, used or useful in the operation of said lines, through, over, under, across, and along a course as said lines may be hereafter constructed in a parcel of land in Section 14, Township 3 South, Range 64 West of the Sixth Principal Meridian in the County of Adams, State of Colorado, the easement being described as follows:

See ‘EXHIBIT “A” LEGAL DESCRIPTION’ attached hereto and made a part hereof.

Together with the right to enter upon said premises, to survey, construct, maintain, operate, repair, replace, control, and use said utility lines and related fixtures and devices, and to remove objects interfering therewith, including the trimming or felling of trees and bushes, and together with the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery. The Grantor reserves the right to use and occupy the easement for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's facilities therein or use thereof. Such reservations by Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the easement granted or to locate any mobile home or trailer units thereon. In case of the permanent abandonment of the easement, all right, privilege, and interest granted shall terminate.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement shall be restored substantially to its original level and condition.

Signed this _____ day of _____, 2018

(Type or print name below each signature line with official title if corporation, partnership, etc.):

GRANTOR: Adams County, on behalf of the Front Range
Airport

By: _____ Its: _____

STATE OF COLORADO,)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018
by [Grantor name(s) from above]
_____.

Witness my hand and official seal.

My commission Expires _____ Notary Public
SEAL

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 14, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN; COUNTY OF ADAMS, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE SOUTH QUARTER CORNER OF SAID SECTION 14 BY A 1" AXLE IN RANGE BOX AND AT THE SOUTHWEST CORNER OF SAID SECTION 14 BY A NO. 6 REBAR WITH AN 3-1/4" ALUMINUM CAP STAMPED "LS 25381 2004", BEING ASSUMED TO BEAR NORTH 89°46'05" WEST, A DISTANCE OF 2654.41'.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 14;

THENCE NORTH 05°42'34" EAST, A DISTANCE OF 1566.44 TO THE **POINT OF BEGINNING**.

THENCE NORTH 00°35'01" WEST, A DISTANCE OF 15.00 FEET;

THENCE NORTH 89°24'59" EAST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 00°35'01" EAST, A DISTANCE OF 1.04 FEET;

THENCE NORTH 89°24'59" EAST, A DISTANCE OF 98.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 16.50 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°57'59", AN ARC LENGTH OF 25.91 FEET;

THENCE NORTH 00°33'01" WEST, A DISTANCE OF 431.74 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 14.50 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°05'17", AN ARC LENGTH OF 22.80 FEET;

THENCE SOUTH 89°21'43" WEST, A DISTANCE OF 156.26 FEET;

THENCE NORTH 00°38'17" WEST, A DISTANCE OF 63.45 FEET;

THENCE SOUTH 89°21'43" WEST, A DISTANCE OF 2.50 FEET;

THENCE NORTH 00°38'17" WEST, A DISTANCE OF 15.00 FEET;

THENCE NORTH 89°21'43" EAST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 00°38'17" EAST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 89°21'43" WEST, A DISTANCE OF 2.50 FEET;

THENCE SOUTH 00°38'17" EAST, A DISTANCE OF 53.45 FEET;

THENCE NORTH 89°21'43" EAST, A DISTANCE OF 146.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 24.50 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°05'17", AN ARC LENGTH OF 38.52 FEET;

THENCE SOUTH 00°33'01" EAST, A DISTANCE OF 431.74 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 26.50 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°57'59", AN ARC LENGTH OF 41.61 FEET;

THENCE SOUTH 89°24'59" WEST, A DISTANCE OF 98.72 FEET;

THENCE SOUTH 00°35'01" EAST, A DISTANCE OF 3.96 FEET;

THENCE SOUTH 89°24'59" WEST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.195 ACRES, (8,496 SQUARE FEET), MORE OR LESS.

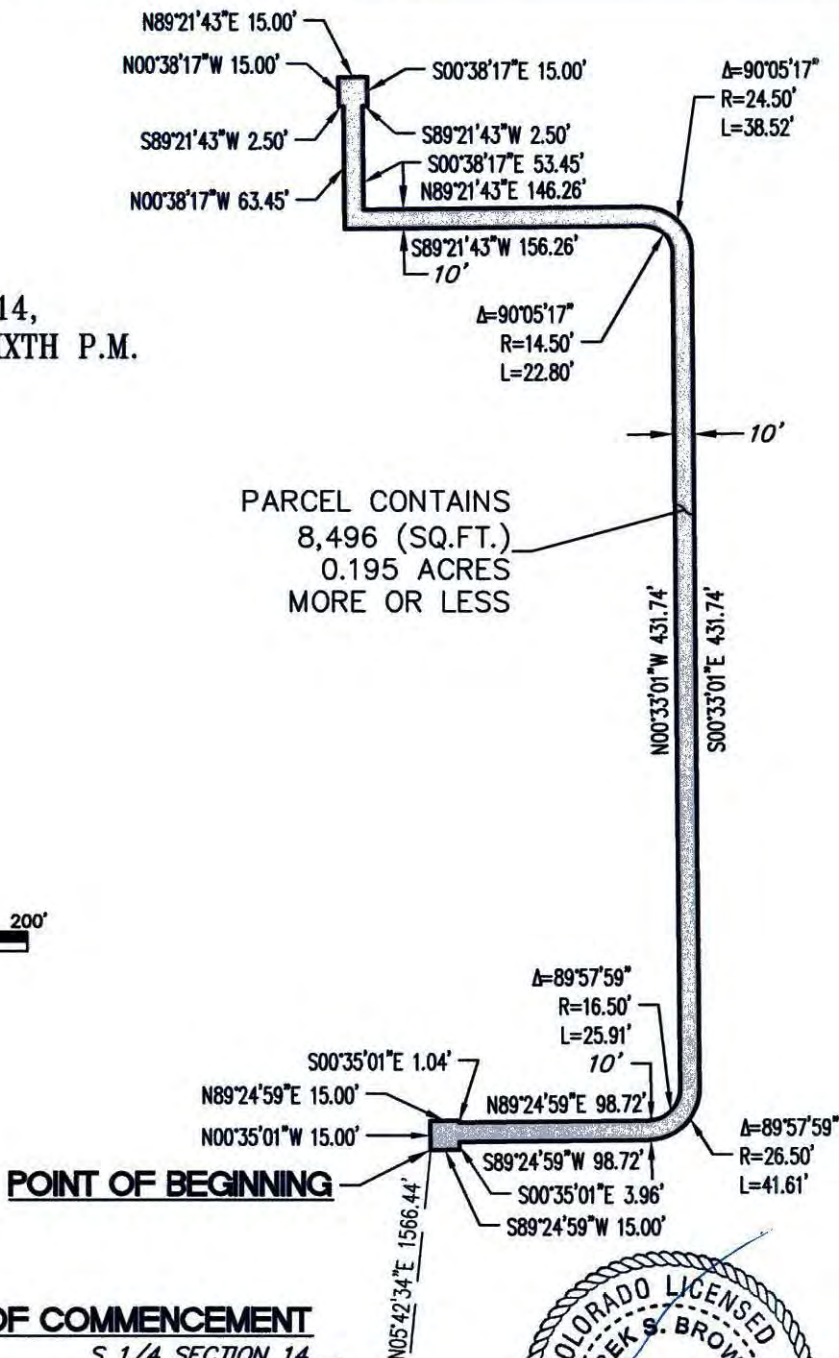
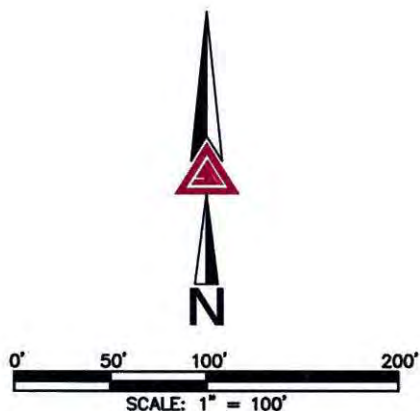
EXHIBIT ATTACHED AND MADE A PART HEREOF.



DEREK S. BROWN PLS NO. 38064
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT A

SECTION 14,
T.3S., R.64W., SIXTH P.M.



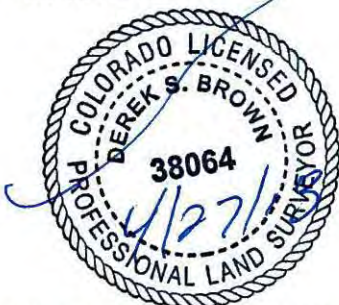
PARCEL CONTAINS
8,496 (SQ.FT.)
0.195 ACRES
MORE OR LESS

SW CORNER SECTION 14,
T3S, R64W, 6TH P.M.
FOUND NO. 6 REBAR
WITH 3-1/4" ALUMINUM CAP
STAMPED "LS25381 2004"

POINT OF COMMENCEMENT

S 1/4 SECTION 14,
T3S, R64W, 6TH P.M.
FOUND 1" AXLE IN RANGE BOX

(BASIS OF BEARINGS)
N89°46'05"W 2654.41'
S. LINE, SW 1/4, SEC. 14, T.3S., R.64W., 6TH P.M.



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:
DWG NAME: XCEL PSCO EASEMENT EXHIBIT
DWG: CWR CHK: DSB
DATE: 4/25/2018
SCALE: 1" = 100'



Aztec
CONSULTANTS, INC.

N:\104517-01 - Reaction Engines\Drawg\Exhibits

300 East Mineral Ave,
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

PSCO EASEMENT
SECTION 14, T.3S., R.64W., SIXTH P.M.
ADAMS COUNTY, COLORADO

JOB NUMBER 104517-01

3 OF 3 SHEETS

LAND LEASE

This lease is made effective this 6 day of May, 2017 by and between Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado, 80601 ("Landlord") on behalf of the Front Range Airport, and Reaction Engines Inc., a U.S. company incorporated in the State of Delaware, with offices located at 514 Perry Street, Suite C203, Castle Rock, Colorado, 80104 ("Tenant").

Adams County owns and operates the Front Range Airport ("Airport"), located at 5200 Front Range Parkway, Watkins, Colorado 80137, in Adams County, Colorado.

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, and contingent upon a United States Government contract award for the HTX project, 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 5125 30th 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 operation of a commercial HTX Test Facility 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 HTX Test Facility and the leasehold interest created hereby are to be used for high temperature flow testing purposes as well as general support of heat exchanger and thermodynamic cycle development, including but not limited to parking, storing and maintaining test equipment and test articles, set up of the test facility, conducting flow tests at varying temperature conditions, ground operation of turbine engines and thermodynamic cycles, and other activities associated with heat exchanger technological development and performance testing. 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 10 years, commencing, August 1, 2017, and ending July 31, 2027. Thereafter, additional five (5) year renewal terms may be offered at the Landlord's sole discretion provided 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 Tenant may terminate this Lease without penalty if the Tenant does not receive the HTX contract award from the United States Government or 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 the first five years of this lease commencing upon execution hereof, shall be Three Thousand Six Hundred and Sixty Nine and no/100 Dollars (\$3,669.00), computed at the annual rate of thirty-four cents (\$0.34) per square foot, times the building footprint of seventy (70) feet by fifty (50) feet plus fifteen (15) feet on all four sides plus thirty (30) feet by twenty (20) feet plus fifteen (15) feet on all four sides, or ten thousand seven hundred and ninety (10,790) 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 9 of this Lease and otherwise, is one hundred (100) feet by one hundred forty (140) feet, or 14,000 square feet.

a. Future Rental Periods. Commencing August 1, 2022, and every year thereafter, the annual rental sum shall be increased by 3% and shall be calculated using 10,790 square feet as shown on Exhibit "A", the Premises.

b. Proration of First Year's Rent. The first year's rent shall be prorated based on the month of occupancy and shall be determined upon receipt of the Certificate of Occupancy.

c. Rent payments. The annual rental payments are due the first day of the Lease anniversary month for all years of the Lease after the first year. The annual rental 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. In the event that rent is not paid within ten (10) days of the Lease anniversary month, Tenant shall pay upon any installment of rent a late charge penalty for each month or fraction thereof during which the rent or a portion thereof is not paid, equal to five percent (5%) of the amount of such rent (plus accrued late charge penalties, if any) due and payable. The amount of the late charge penalty shall be added to the amount due and the total thereof shall be subject to a late charge for each succeeding month or fraction thereof in the amount of five percent (5%) of the total.

5. Assignment of Lease. The Tenant may sublease or sell the HTX Test Facility 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 (3) subtenants or purchasers agree in writing to abide by all the terms and conditions of this Lease.

6. Utilities. Tenant hereby covenants and agrees to pay all monthly or other regular charges for heat, light, and water, and for all other public utilities which shall be used in or charged against the Premises during the full terms of this Lease.

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

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

9. 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. 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.

c. 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.

d. 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.

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

f. 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.

10. 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.

11. 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.

12. 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.

13. Access. The Tenant shall allow the Landlord and/or its agent's 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Condemnation. The Landlord may condemn the Premises if it desires to use the Premises for other airport purposes. If it does so, it shall provide a minimum of two years advanced notice and 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.

19. 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.

20. Removal of Improvements. Upon termination of this Lease, at its sole cost, the Tenant shall remove any above-ground improvements made to the Premises, except for any pavement that may exist on the Premises at the time of termination. If the Landlord elects to take over the HTX Test Facility following termination of the Lease, Landlord shall inform the Tenant of this decision in writing and prepare an agreement for the transfer of the HTX Test Facility to the Landlord.

21. 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

Airport Director
Front Range Airport
5200 Front Range Parkway
Watkins, Colorado 80137
303-261-9103

TENANT

Reaction Engines Inc
514 Perry Street, Suite C203
Castle Rock, CO 80104
866-764-1221

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

22. 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.

23. 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 HTX Test Facility containing the Facility name, street address and emergency contact information.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. Hazardous Substances. The Tenant shall not permit hazardous substances upon the Premises except those that are normally associated with aeronautical-like purposes.

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

31. 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.

32. 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.

33. 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.

IN WITNESS WHEREOF the parties have executed this Lease this 8 day of AUG 20 17.

TENANT:

REACTION ENGINES INC.

By: [Signature]
CONTRACTS MANAGER

Date: 7-17-17

LANDLORD:

ATTEST:

ADAMS COUNTY
BOARD OF COUNTY COMMISSIONERS

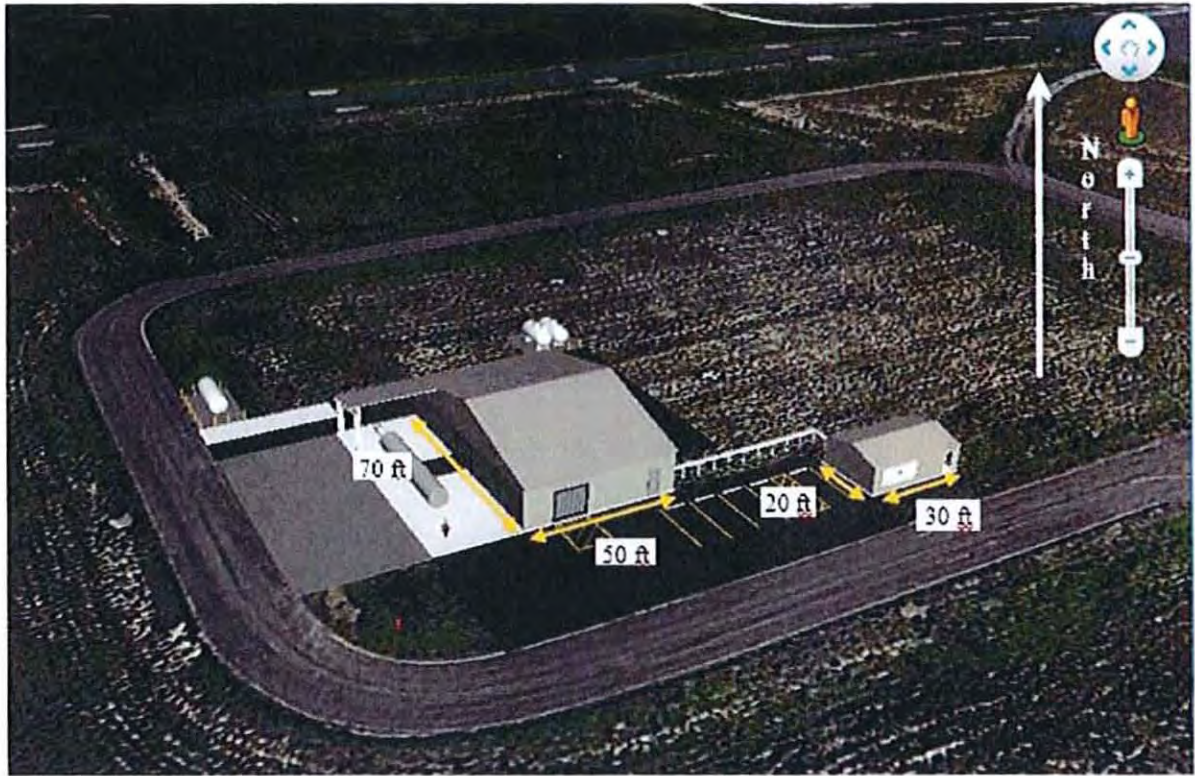
By: [Signature]
Chair

Date: 8-8-17

By: [Signature]
County Attorney's Office

Date: 8-8-17

EXHIBIT "A" Premises



Building Services

Electrical Power

Multiple Options are being evaluated.

Option A

Single phase 120V from closest light pole.
Rented generator(s) for 3 phase & 50 Hz.

Option B

3 phase 400V 60 Hz from maintenance building.
Rented 60 Hz → 50 Hz converter unit(s).

Option C

3 phase 400V 60 Hz from maintenance building.
Rented 50 Hz generator(s).

Water

Non-potable water for testing
piped in from local source as shown
[deionizing filters in building]
Trucked in potable water for personnel.

Sewer

New near by septic field.
Or "Port-a-Potties"

Heat

Propane tank
Propane heaters.



Figure 4 – Test Cell Location – Relative to Power & Water Sources

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 affected 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 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.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 5/15/2018
SUBJECT: Resolution Approving Amendments to the Adams County Employee Manual
FROM: Heidi Miller and Terri Lauth
AGENCY/DEPARTMENT: County Attorney's Office and Human Resources Department
HEARD AT STUDY SESSION ON – 5/1/2018
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the attached policies.

BACKGROUND:

The Adams County Board of County Commissioners directed County staff to review and revise the County's "Anti Harassment" and "Reporting and Investigation of Discrimination, Harassment, or Retaliation" policies. The Board of County Commissioners also asked County staff to consider and develop a policy for Workplace Conduct subject to the Board's review and approval. Those policies have been revised and developed and are now ready for approval.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office and the Human Resources Department.

ATTACHED DOCUMENTS:

- 1.1(2) Anti-Harassment
- 1.2 Reporting and Investigation of Discrimination, Harassment, or Retaliation
- 1.5 Workplace Conduct

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

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

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

**RESOLUTION APPROVING AMENDMENTS TO THE ADAMS COUNTY
EMPLOYEE MANUAL**

WHEREAS, the Board of County Commissioners has previously adopted the Adams County Employee Manual (“Employee Manual”) which contains the official personnel policies and procedures pertaining to employees of Adams County as defined in the Employee Manual; and,

WHEREAS, the Board of County Commissioners has reserved the right to change or amend the Employee Manual at any time at its discretion; and,

WHEREAS, the Board of County Commissioners has reviewed the Employee Manual and has determined that it is necessary to clarify and/or amend certain policies; and,

WHEREAS, necessary clarifications and/or changes have been made to the following policies, which are on file with the Adams County Department of Human Resources and on the County’s intranet site, and which are attached to this Resolution:

- 1.1(2) Anti-Harassment
- 1.2 Reporting and Investigation of Discrimination, Harassment, or Retaliation
- 1.5 Workplace Conduct

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado that the amendments to the Adams County Employee Manual, which are on file with the Adams County Department of Human Resources and on the County’s intranet site and incorporated herein as attached, are hereby approved, and the Adams County Employee Manual is amended accordingly.

BE IT FURTHER RESOLVED that the effective date of these amendments to the Adams County Employee Manual is May 15, 2018.

1.1(2): Anti-Harassment

This policy applies to all employees and non-employees such as volunteers, customers, clients, vendors, and consultants.

POLICIES AND PROCEDURES

Adams County prohibits harassment on the basis of any characteristic protected by law (see Policy 1.1(1)). For the purposes of this policy, harassment is verbal or physical conduct that denigrates or shows hostility toward an individual because of a legally protected characteristic and has the purpose or effect of creating an intimidating, hostile or offensive work environment or unreasonably interfering with an individual's work performance, or otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs, or negative stereotyping; threatening, intimidating, or hostile acts; or denigrating jokes and display or circulation of written or graphic material that denigrates or shows hostility toward an individual or group (including through e-mail).

Sexual Harassment

Because sexual harassment raises issues that are to some extent unique in comparison to other harassment, the County believes it warrants separate emphasis. Adams County prohibits sexual harassment in the County workplace. Sexual harassment is defined as, but not limited to, unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature. Actions may constitute sexual harassment when:

- Submission to such conduct is made, either explicitly or implicitly, a term or condition of employment;
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Adams County prohibits inappropriate sexual conduct in the workplace. All employees are expected to conduct themselves in a professional manner at all times. Inappropriate sexual conduct, includes, but is not limited to, sexually explicit communications whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, or e-mail;
- Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for dates; or

1.1(2): Anti-Harassment (continued)

- Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging and brushing up against another's body.

1.2: Reporting and Investigation of Discrimination, Harassment, or Retaliation

This policy applies to all employees.

POLICIES AND PROCEDURES

Employees

If an employee believes that he or she has been subject to harassment, discrimination, or retaliation, he or she may address the situation directly and immediately with the person responsible for that behavior, if possible. If the inappropriate conduct does not cease, or if the employee is unable to or uncomfortable with addressing the alleged perpetrator directly, he or she should report the incident to his or her own supervisor or manager, or to Human Resources. If the employee feels that he or she cannot go to his/her supervisor or Human Resources with a complaint, the employee should report the incident to the County Manager or to a Deputy County Manager. All complaints must be brought forth in good faith. It is helpful, but not required, to provide a written record of the date, time and nature of the incident(s) and the names of any witnesses.

It is important to report any and all concerns of harassment, discrimination, or retaliation to Human Resources or to a supervisor/manager as soon as possible. Management must be made aware of the situation so that it can conduct an immediate and impartial investigation and take appropriate action to remediate or prevent the prohibited conduct from continuing.

Managers and Supervisors

Managers and supervisors must deal expeditiously and fairly with allegations of harassment, discrimination or retaliation within their departments whether or not there has been a written or formal complaint. They must:

- Take all complaints or concerns of alleged or possible harassment or discrimination seriously no matter how minor or who is involved.
- Ensure that harassment or inappropriate sexually oriented conduct is immediately reported to Human Resources so that a prompt investigation can occur.
- Take any appropriate action to prevent retaliation or prohibited conduct from recurring during and after any investigations or complaints.

Managers and supervisors who knowingly allow or tolerate sexual harassment or retaliation, including the failure to immediately report such misconduct to Human Resources, are in violation of this policy and subject to discipline.

1.2: Reporting and Investigation of Discrimination, Harassment, or Retaliation (Continued)

Human Resources

Human Resources is responsible for ensuring that both the individual filing the complaint and the accused individual are aware of the seriousness of a complaint of harassment, discrimination, or retaliation, and explaining the County's equal employment opportunity policies. Human Resources will also explore formal and informal means of resolving complaints and will arrange for and conduct investigations, consistent with the nature and severity of the complaint.

Participation in an investigation is mandatory. During an investigation, the employee accused of a policy violation may be placed on administrative leave.

Confidentiality

Any complaint reported through appropriate County channels will be investigated and kept as confidential as possible under the circumstances. Confidentiality will be balanced with the County's need to investigate and fully understand the facts behind the alleged misconduct so that appropriate action can be taken. For example, the identity of the complainant is usually revealed to the accused and witnesses. Depending on the circumstances, including the consideration of confidentiality and due process interests, the substance of a complaint and the results of an investigation may be shared with the complainant and with the person accused of harassment or discrimination. Human Resources will take adequate steps to ensure that the complainant is protected from retaliation.

Elected Officials

Allegations against elected officials are taken seriously and will be handled in accordance with the policies set forth above. All allegations against elected officials will be investigated. Human Resources and the County Attorney's Office may make recommendations to the Board of County Commissioners and other elected officials regarding the outcome of those investigations. The Board of County Commissioners cannot force elected officials to participate in investigations and cannot discipline or terminate elected officials for violations of County policy.

Other Available Procedures

The procedures available under this policy do not preempt or supersede any legal procedures or remedies otherwise available to a victim of sexual harassment under local, state or federal law.

1.5: Workplace Conduct

This policy applies to all employees.

POLICIES AND PROCEDURES

Adams County's goal is to ensure employee professionalism and civility and to prohibit hostility in the workplace. Therefore, it is the responsibility of each Adams County employee to serve the citizens and fellow employees in a courteous and efficient manner, consistent with the County's Mission, Vision, Values and Goals, along with the County's Code of Ethics.

The County expects all employees to observe the highest standards of conduct and integrity in the performance of work related duties. Creating and maintaining good relations with the public and with fellow employees is of primary importance. Behavior that unnecessarily increases any workplace disagreement or workplace tension is unacceptable. All employees are expected to assist in resolving rather than escalating workplace issues. Workplace bullying, including behavior that intimidates, degrades, offends, or humiliates another employee (whether alone or in front of others) is prohibited. Bullying behavior creates feelings of defenselessness in the target and undermines an individual's right to dignity at work.

Further, intentional efforts to harm the reputation or to question the integrity of another employee in any manner that is designed to or that does negatively and unnecessarily affect the workplace, violates this standard of acceptable workplace conduct. Any inappropriate behavior, language, jokes, or the use of social media, emails, or text messages that creates an unprofessional workplace environment, even if it does not violate the County's Anti-Harassment, Anti-Retaliation, or Anti-Violence policies, will not be tolerated.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 15, 2018
SUBJECT: HS Connects Human Services Data Platform
FROM: Chris Kline, Kevin Beach, and Herb Covey
AGENCY/DEPARTMENT: Human Services/Information Technology Services
HEARD AT STUDY SESSION ON: May 8 th during AIR Discussion
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the IGA's related to HS Connects Systems

BACKGROUND:

Arapahoe County has developed a human services data platform named HS Connects that is designed to meet the needs of human services departments in Colorado. Adams County Human Services and Information Technology Services have reviewed this system and believe it would represent a significant improvement over existing legacy systems. These legacy systems could be replaced with the more efficient and effective platform provided by HS Connects. Other counties agree, such as Arapahoe, El Paso, Eagle, Pueblo, Broomfield, and potentially others. In addition, HS Connects received grants that Adams County can benefit from awarded by Colorado Health Care Policy and Financing (HCPF) and the USDA Food and Nutrition Service (FNS) Supplemental Nutrition Assistance Program (SNAP).

HS Connects will allow counties to share client data across systems and counties (inter-operability) and do so with little training and reduced licensing costs. HS Connects has the potential to expand to all human services programs including Child Welfare, Workforce and Business Center, and Child Support Services.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services, Information Technology, and County Attorney's Office
Arapahoe County
El Paso County

ATTACHED DOCUMENTS:

Inter-Government Agency Agreement with Arapahoe County

Inter-Government Agency Agreement with El Paso County for Grant Funding

Statement of Work

Resolution Approving the Inter-Government Agency Agreement with Arapahoe County

FISCAL IMPACT:

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

Fund: 15**Cost Center: 100005007000**

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5755		\$64,588
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$64,588</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7645		\$76,729
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$76,729</u>

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☒ YES ☐ NO

Additional Note:

The County Attorney's Office has reviewed the Inter-agency agreements with Arapahoe and El Paso Counties. The FNS/SNAP grant will cover approximately 45% of costs and the HCPF grant about 40% of costs. Adams County's estimated share is the remaining 15%. The largest cost category is for user licenses for 225 Adams County staff at \$210 per license. Some minor additional costs may arise for assistance to Adams County by Arapahoe County and are estimated to be about 20 hours. Examples of such costs include assisting Adams County with setting up testing & implementation environments and migrating documents and metadata into HR Connects-required formats.

RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN
ADAMS COUNTY AND EL PASO COUNTY FOR GRANTS FUNDING THE
IMPLEMENTATION OF HSCONNECTS

WHEREAS, pursuant to Colo. Const. art. XV, § 18, and C.R.S. § 29-1-203, Adams County and the El Paso County are authorized to cooperate or contract with each other to provide any function or service lawfully authorized to each; and,

WHEREAS, Arapahoe County developed the HSConnects software application to more effectively provide services to the clients of its Human Services Department and Adams County will execute an Intergovernmental Agreement with Arapahoe County to subscribe to the software application; and,

WHEREAS, El Paso County is the lead and fiscal agent for Healthcare Policy and Financing (“HCPF”) grant and the Food and Nutritional Services grant (“FNS”) (Agreement No. SNAP-PTI-FY17-CO-01; CFDA No. 10.580); and,

WHEREAS, the Adams County and El Paso County wish to enter into an agreement for the purpose of outlining the responsibilities of both Counties for the grant time reporting, grant reimbursement, and invoicing and payment for HSConnects application; and,

WHEREAS, the agreement attached hereto details the rights and obligations of both Adams County and El Paso County with respect to the responsibilities under the HCPF and FNS grant.

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

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

INTERGOVERNMENTAL AGREEMENT
BETWEEN
EL PASO COUNTY DEPARTMENT OF HUMAN SERVICES
AND
ADAMS COUNTY DEPARTMENT OF HUMAN SERVICES
DHS -18-13

This intergovernmental Agreement (hereinafter “**Agreement**”) to outline the HSConnects implementation dated for reference this _____(date of execution) is made between El Paso County by and through the Board of County Commissioners of El Paso County, Colorado, (“**El Paso**”) and Adams County, by and through the Adams County Board of County Commissioners, Colorado, (“**Adams**”). Both El Paso and Adams are duly organized counties and political subdivisions of the State of Colorado. El Paso and Adams may be referred to collectively as “Counties” or individually as “County”.

This Agreement often references the two grants that are funding the components of this project; the Healthcare Policy and Financing (“**HCPF**”) grant, and the Food and Nutritional Services (“**FNS**”) grant (Agreement No. SNAP-PTI-FY17-CO-01; CFDA No. 10.580).

1. Purpose and Scope of Agreement and Authority

- a. The purpose of this Agreement is to outline the responsibilities of El Paso and Adams in executing the FNS and HCPF grants for the implementation of the HSConnects System at Adams County Department of Human Services.
- b. This Agreement outlines the responsibilities of both Counties for time reporting, reimbursement, invoicing and payment process of grant funded personnel.
- c. This Agreement outlines the responsibilities of both Counties for the procurement, reimbursement, invoicing, and payment process of the HSConnects subscriptions.
- d. Pursuant to Colorado Constitution, Article XIV, Section 18 and C.R.S. § 29-1-203, El Paso County and Adams County have the legal authority to cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for the sharing of costs, or other matters, for the purposes stated herein.

2. Obligations of the Counties and Consideration

- a. **El Paso.** El Paso agrees to be the lead and fiscal agent for both the FNS and HCPF grants, and further agrees to perform its responsibilities set forth in the FNS and HCPF grants, as well as the attached Appendix A: Scope of Service.
- b. **Adams.** Adams agrees to perform its responsibilities set forth in the FNS and HCPF grants, as well as the attached Appendix A: Scope of Service.

3. **Term and Termination**

This **Agreement** shall be deemed effective by the Counties from _____ (date of execution) and shall terminate automatically on September 30, 2020. Either County may terminate this **Agreement** without cause with sixty (60) days' written notice to the other County. In the event a County voluntarily terminates, the terminating County shall cooperate with the other County in ensuring any and all HCPF and FNS grant requirements are adequately addressed and satisfied. In the event funding ceases from the HCPF and FNS grant, then this **Agreement** shall automatically terminate.

4. **Changes**

The Counties may request changes in the scope of services or pursuant to this **Agreement**. Such changes that are mutually agreed upon between the Counties shall be in writing, and upon execution shall become part of this **Agreement**. To be effective, all changes must be signed by the Counties.

5. **County Liability and Sovereign Immunity**

The Counties agree to assume liability for its own employees', agents', and contractors' actions pursuant to this **Agreement**. The Counties understand that liability of the Counties is controlled and limited by the Colorado Governmental Immunity Act ("CGIA"), C.R.S. Section 24-10-101, *et seq.*, and that no provision of this Agreement is intended to limit or modify the application of immunity.

6. **Insurance**

The Counties shall at all times during the terms of this **Agreement** have and keep in force a liability insurance policy with a company license to do business in the State of Colorado or operate a self-insurance fund pursuant to Colorado law.

7. **Governing Law/Forum/Interpretation**

This **Agreement** has been executed by the counties hereto on the date and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this **Agreement** shall be in El Paso or Adams County, Colorado.

8. **Non-appropriation**

To the extent there are any financial obligations of the Counties as set forth herein, those financial obligations after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available by the respective County's governing Board of County Commissioners. This **Agreement** is automatically terminated for any year which funds are not appropriated by the either County.

9. **Third-Party Beneficiaries**

It is expressly understood and agreed that the enforcement of this **Agreement** and all rights of action relating thereto shall be strictly reserved to the Counties. Nothing contained in this

Agreement shall give or allow any claim, obligation, or right to action whatsoever by any other third person.

10. Extent of Agreement

This **Agreement**, with attachments thereto, represents the entire and integrated **Agreement** between the Counties and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this must be in writing and be signed by all of the Counties.

11. Assignability and Transfer

No County to this **Agreement** shall assign or otherwise transfer this **Agreement** or any right or obligation hereunder without the prior written consent of the other County.

12. Severability

If any portion of this **Agreement** or application thereof to any County or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the **Agreement** which can be given effect without the invalid provision or applications, and to this end the provisions of this **Agreement** are declared to be severable.

13. Waiver

The waiver of any breach of a term, provision, or requirement of this **Agreement** shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

14. Headings

The headings of the several articles and sections of this **Agreement** are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this **Agreement** and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

15. Force Majeure

No County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this **Agreement**, nor shall any delay or failure constitute default or give rise to any liability for damages, and only to the extent that, such delay or failure is caused by "force majeure." As used in this **Agreement**, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of or were not aggravated by, the acts of omissions of the non-performing or delayed County.

**INTERGOVERNMENTAL AGREEMENT -- EL PASO COUNTY DEPARTMENT OF HUMAN SERVICES AND
ADAMS COUNTY DEPARTMENT OF HUMAN SERVICES
CONTRACT NO: DHS-18-13
FOR: HSCONNECTS
Page 4**

IN WITNESS WHEREOF, the Counties hereto have executed this **Agreement** on the
_____ day of _____, 2018.

**BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO**

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

**BY: _____
PRESIDENT**

**BY: _____
CHAIR**

ATTEST:

ATTEST:

**BY: _____
COUNTY CLERK AND RECORDER**

**BY: _____
COUNTY CLERK AND RECORDER**

APPROVED AS TO FORM:

APPROVED AS TO FORM:

**BY: _____
OFFICE OF THE COUNTY ATTORNEY**

**BY: _____
OFFICE OF THE COUNTY ATTORNEY**

APPENDIX A
Scope of Service

Overview:

El Paso County Department of Human Services, Adams County Department of Human Services, and Pueblo County Department of Social Services have agreed to partner together and implement the HSConnects system, a workflow management system designed by Arapahoe County Department of Human Services.

This system and its implementation is supported by two grants: Healthcare Policy and Financing (HCPF) award, and Food and Nutrition Services (FNS) grant. Each grant supports a percentage of costs for the system (personnel and equipment), leaving a nominal amount for each County to be responsible for outside of the grant funds.

<i>County</i>	<i>FNS</i>	<i>HCPF</i>
<i>Adams</i>	44.53%	40%
<i>El Paso</i>	50.84%	40%
<i>Pueblo</i>	53.49%	40%

Arapahoe, being the designer and creator of the system, will serve as the technical consultant on this project. Through contracted specialists, they will develop a training manual, and develop training for the partnering counties to utilize the system to its maximum potential. Arapahoe staff will travel to meet with each County to ensure that HSConnects is properly configured and integrated into the respective Counties' systems.

El Paso will serve as the lead, and fiscal agent of the partnering counties for both grant awards. As the fiscal agent, El Paso shall procure all hardware, supplies, and HSConnects subscriptions needed to fully implement the system in all partnering counties' Departments.

El Paso is also responsible for advancing payments of the costs presented in the budgets in the FNS and HCPF grants incurred by the other Counties. El Paso shall request reimbursement from both the FNS and HCPF grants for the determined percentages listed in the table above. If there is a remaining portion after the two grants have been applied, El Paso shall then invoice the respective Counties the balance. Any cost not reimbursed by the grants that were incurred by the Counties, are the financial responsibility of the respective Counties.

Adams County Responsibilities:

1. Adams shall complete 100% time tracking documentation for the following positions, hours, and rate, as detailed in the Personnel and Fringe Benefits - Table #2 in the FNS grant, and the Personnel Budget in the HCPF grant, to ensure the grants are only funding the actual portion of key personnel's salary directly related to the funding. The three (3) grant funded personnel positions are:

**INTERGOVERNMENTAL AGREEMENT -- EL PASO COUNTY DEPARTMENT OF HUMAN SERVICES AND
ADAMS COUNTY DEPARTMENT OF HUMAN SERVICES**

CONTRACT NO: DHS-18-13

FOR: HSCONNECTS

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-Business/Configuration Analyst
-Project Manager
-Trainer/QA Analyst

2. Adams shall invoice El Paso for the portion of salaries for the positions listed above in item 1, as detailed in Personnel and Fringe Benefits - Table #2 in the FNS grant, and the Personnel Budget in the HCPF grant. True and accurate 100% time tracking documentation must be attached to the invoice. Invoices and documentation shall be submitted to El Paso, monthly, by the 5th business day of the following month.
3. Adams shall submit payment to El Paso, when invoiced, for the remaining portion of costs, if any, after the FNS and HCPF grants have been applied, for the personnel costs mentioned above. Payment shall be submitted to El Paso within thirty (30) days of invoice date.
4. Adams shall submit payment to El Paso, when invoiced, for the remaining portion of costs after the FNS and HCPF grants have been applied, for the HSConnects components for their County. Payment shall be submitted to El Paso within thirty (30) days of invoice date.
5. Adams shall submit payment, when invoiced, for the remaining portion of costs, if any, after the FNS and HCPF grants have been applied, for the travel costs incurred by Arapahoe to Adams, as detailed in the Travel Table #3 in the FNS grant, and the Travel Budget in the HCPF grant. Payment shall be submitted to El Paso within thirty (30) days of the invoice date.
6. Adams shall submit payment, when invoiced, for its share of the remaining costs, if any, after the FNS and HCPF grants have been applied, for the cost of the two (2) contracted positions procured by Arapahoe, detailed in the Contractual Table #6 in the FNS grant, and Contract Labor Budget in the HCPF grants. Payment shall be submitted to El Paso within thirty (30) days of the invoice date.
7. Adams shall submit payment, when invoiced, for its share of the remaining costs, if any, after the FNS and HCPF grants have been applied for Arapahoe's grant funded personnel detailed in Personnel and Fringe Benefits – Table #2 in the FNS grant, and the Personnel Budget in the HCPF grant. Payment shall be submitted to El Paso within thirty (30) days of the invoice date.

B. El Paso County Responsibilities:

1. El Paso shall pay Adams, as invoiced, for the approved portion of salaries for the three (3) grant funded personnel, as detailed in the Personnel and Fringe Benefits - Table #2 in the FNS grant, and the Personnel Budget in the HCPF grant, within thirty (30) days of receiving the completed invoice.
2. El Paso shall request reimbursement for the approved portion of salaries for the three (3) grant funded personnel from the FNS and HCPF grants. Any cost not reimbursed by the grants will be invoiced to Adams. El Paso shall process invoice for Adams' share within five (5) business days of receiving reimbursements.
3. El Paso shall procure HSConnects subscription for Adams, as detailed in Supplies - Table #5 in the FNS grant, and Subscription Budget in the HCPF grant.

**INTERGOVERNMENTAL AGREEMENT -- EL PASO COUNTY DEPARTMENT OF HUMAN SERVICES AND
ADAMS COUNTY DEPARTMENT OF HUMAN SERVICES**

CONTRACT NO: DHS-18-13

FOR: HSCONNECTS

Page 7

4. El Paso shall request reimbursement for HSConnects subscription for Adams from the FNS and HCPF grants. Any cost not reimbursed by the grants will be invoiced to Adams. El Paso shall process invoice for Adams' share within five (5) business days of receiving reimbursements.
5. El Paso shall request reimbursement for Arapahoe's grant funded personnel, detailed in the Personnel and Fringe Benefits – Table #2 in the FNS grant, and the Personnel Budget in the HCPF grant. Any cost not reimbursed by the grants will be the responsibility of the partnering Counties. El Paso shall process invoice for Adams' share within five (5) business days of receiving reimbursements.
6. El Paso shall invoice Adams for any costs, if any, after the FNS and HCPF grants have been applied, for the travel costs incurred by Arapahoe to Adams, as detailed in the Travel Table #3 in the FNS grant, and the Travel Budget in the HCPF grant.
7. El Paso shall invoice Adams for its share of costs, if any, after the FNS and HCPF grants have been applied, for the cost of the two (2) contracted positions procured by Arapahoe, detailed in the Contractual Table #6 in the FNS grant, and the Contract Labor Budget in the HCPF grant.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 15, 2018
SUBJECT: HS Connects Human Services Data Platform
FROM: Chris Kline, Kevin Beach, and Herb Covey
AGENCY/DEPARTMENT: Human Services/Information Technology Services
HEARD AT STUDY SESSION ON: May 8 th during AIR
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the IGA's related to HS Connects Systems

BACKGROUND:

Arapahoe County has developed a human services data platform named HS Connects that is designed to meet the needs of human services departments in Colorado. Adams County Human Services and Information Technology Services have reviewed this system and believe it would represent a significant improvement over existing legacy systems. These legacy systems could be replaced with the more efficient and effective platform provided by HS Connects. Other counties agree, such as Arapahoe, El Paso, Eagle, Pueblo, Broomfield, and potentially others. In addition, HS Connects received grants that Adams County can benefit from awarded by Colorado Health Care Policy and Financing (HCPF) and the USDA Food and Nutrition Service (FNS) Supplemental Nutrition Assistance Program (SNAP).

HS Connects will allow counties to share client data across systems and counties (inter-operability) and do so with little training and reduced licensing costs. HS Connects has the potential to expand to all human services programs including Child Welfare, Workforce and Business Center, and Child Support Services.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services, Information Technology, and County Attorney's Office
Arapahoe County
El Paso County

ATTACHED DOCUMENTS:

Inter-Government Agency Agreement with Arapahoe County

Inter-Government Agency Agreement with El Paso County for Grant Funding

Statement of Work

Resolution Approving the Inter-Government Agency Agreement with Arapahoe County

FISCAL IMPACT:

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

Fund: 15**Cost Center:** 100005007000

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5755		\$64,588
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$64,588</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7645		\$76,729
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$76,729</u>

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

The County Attorney's Office has reviewed the Inter-agency agreements with Arapahoe and El Paso Counties. The FNS/SNAP grant will cover approximately 45% of costs and the HCPF grant about 40% of costs. Adams County's estimated share is the remaining 15%. The largest cost category is for user licenses for 225 Adams County staff at \$210 per license. Some minor additional costs may arise for assistance to Adams County by Arapahoe County and are estimated to be about 20 hours. Examples of such costs include assisting Adams County with setting up testing & implementation environments and migrating documents and metadata into HR Connects-required formats.

RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT AND
STATEMENT OF WORK FOR IMPLEMENTATION AGREEMENT BETWEEN ADAMS
COUNTY AND ARAPAHOE COUNTY TO SUBSCRIBE TO THE GOVPRIME PLATFORM
AND ASSOCIATED APPLICATIONS

WHEREAS, pursuant to Colo. Const. art. XV, § 18, and C.R.S. § 29-1-203, Adams County and the Arapahoe County are authorized to cooperate or contract with each other to provide any function or service lawfully authorized to each; and,

WHEREAS, Arapahoe County developed the GovPrime cloud-based platform and the HSConnects software application to more effectively provide services to the clients of its Human Services Department; and,

WHEREAS, Adams County seeks to subscribe to the GovPrime platform and HSConnects application in order to provide efficient and cost effective services to its clients of the Human Services Department; and,

WHEREAS, the Parties now wish to enter into agreements for the purpose of sharing the GovPrime platform and HSConnects application and to share the cost of the listed software applications; and,

WHEREAS, the agreements attached hereto detail the rights and obligations of both Adams County and Arapahoe County with respect to the sharing of the software applications and associated costs.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement for GovPrime and the Statement of Work for Implementation Agreement of HSConnects between Adams County and Arapahoe County, copies of which are attached hereto and incorporated herein by reference, are hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Intergovernmental Agreement and Statement of Work for Implementation Agreement on behalf of the County of Adams, State of Colorado.

Intergovernmental Agreement for GovPrime

This Agreement (the “GovPrime Agreement”) is made by and between the Board of County Commissioners of the County of Arapahoe (“Arapahoe County”) and the Board of County Commissioners of Adams County (the “Subscribing County”), jointly “the Parties,” as of the ____ day of _____, 2018.

WHEREAS, pursuant to Colorado Constitution, Article XIV, Section 18 and C.R.S. § 29-1-203, Arapahoe County and the Subscribing County have the legal authority to cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for the sharing of costs, or other matters, for the purposes stated hereinafter; and

WHEREAS, Arapahoe County has developed GovPrime to more effectively provide services to its clients; and

WHEREAS, it is to the advantage of both Parties and to the health, safety and welfare of the citizens of the respective Parties, for Arapahoe County to provide the GovPrime computing platform and other software applications to Subscribing County, enabling each Party to improve its public services; and

WHEREAS, due to the complexity of sharing the GovPrime computing infrastructure (i.e., the platform), an agreement is warranted to cover the intellectual property, governance of the platform, data sharing, security, system and software support, and cost sharing of the platform and applications; and

WHEREAS, this GovPrime Agreement shall be considered an intergovernmental cooperation agreement pursuant to C.R.S. § 29-1-203 for the purpose of sharing the listed software applications which shall be available for use by each Party on a cost-sharing basis according to the terms and conditions in this GovPrime Agreement; and

WHEREAS, this GovPrime Agreement is entered into pursuant to, inter alia, C.R.S. §§ 29-1-201, et seq., and Colorado Constitution, Article XIV, Section 18.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Parties agree as follows:

1. *Purpose of Agreement.* This GovPrime Agreement defines the relationship between Arapahoe County, the provider of the GovPrime computing platform and other software applications, and the Subscribing County.
 - 1.1. The GovPrime platform is a cloud-based computing platform providing Software-as-a-Service (“SaaS”). The GovPrime platform supports various software applications, including, for example, HSConnects.
 - 1.2. The goal of providing the applications within the GovPrime platform is to make software applications available to the Subscribing County for its daily operations at a modest cost by leveraging common applications and the SaaS platform itself.

- 1.3. Arapahoe County may Provision (as defined below) application software on the GovPrime platform for use by the Subscribing County. A Services Agreement, attached to this GovPrime Agreement, will govern the use of any specific software applications Provisioned on the GovPrime platform for the Subscribing County.

2. *Definitions.*

- 2.1. *Active Directory Services* means the program that authenticates and authorizes users and computers, including assigning and enforcing security policies (e.g., roles, accesses) for computers, servers and services.
- 2.2. *Billing Start Date.* Billing and invoicing for use of the application software will commence on the Go Live date for the Subscribing County. As set forth in the Statement of Work for Implementation, there may be other costs incurred during the implementation phase.
- 2.3. *Designated Partner* refers to the third party provider of cloud services.
- 2.4. *Data Breach* means the unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of a Subscribing County's data in the subscribed software application.
- 2.5. *Go Live* is the point in time starting when the Subscribing County receives access to the production environment for active use of the subject application on the GovPrime platform.
- 2.6. *Provision/Provisioning* refers to the preparing of the hosted environment for use by the Subscribing County.
- 2.7. *Services* refers to the GovPrime platform and any software application supported on the GovPrime platform that the Subscribing County elects to use and for which it executes a Services Agreement.
- 2.8. *Software-as-a-Service ("SaaS")* is the capability of providing applications running on a cloud infrastructure to the Subscribing County. The applications are accessible from various client devices through a thin client interface such as a Web browser or a program interface. The Subscribing County does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, storage or even individual application capabilities, except for limited user-specific application configuration settings.
- 2.9. *Subscription* is the grant of the right by Arapahoe County to a Subscribing County to use platform or application software. Such a grant does not include the transfer of ownership of the intellectual property unless a separate agreement between the two counties expressly provides for that transfer.
- 2.10. *Users* refers to the Subscribing County's named users that have a user account which has access to the system of products that are hosted on the GovPrime platform.
 - 2.10.1. *User Accounts* are to be used by a single person, not by a system or automation, and may not be shared between multiple people. A User Account only has to have access to the system to be counted toward the number of Users, regardless of whether they have logged into the system.

3. GovPrime Service.

- 3.1. GovPrime is a service provided by Arapahoe County to the Subscribing County for the sole purpose of creating a cloud-based platform for serving software applications to the Subscribing County.
- 3.2. The Subscribing County will execute a Services Agreement and a Statement of Work for Implementation Agreement for at least one Provisioned application prior to being granted access to the GovPrime Service. These documents will be developed individually with each Subscribing County. The Statement of Work for Implementation Agreement will govern services during setup and implementation of the selected application service, and the Services Agreement will govern upon Go Live of the selected application service.
- 3.3. As the GovPrime SaaS platform is cloud-based, Arapahoe County will engage with a Designated Partner. The Designated Partner will host the GovPrime platform.
- 3.4. Arapahoe County will confirm that any Designated Partner follows required compliances to maintain the confidentiality and security of the data stored or accessed through the Services. These will include, but are not limited to, Health Insurance Portability and Accountability Act (HIPAA), Personal Identifying Information (PII) and FedRamp compliance protocols. (See Attachment 1 for a list of the compliances provided by the selected cloud provider.) Notwithstanding the foregoing, Arapahoe County will not be liable for any breaches of these protocols caused by the third-party provider.

4. Scope of Services and Software-as-a-Service.

- 4.1. The GovPrime Service and any applications that run on the GovPrime platform are provided to the Subscribing County by this GovPrime Agreement and accompanying Services Agreement.
- 4.2. Arapahoe County developed the platform and the applications to improve the efficiency of its internal operations. By providing the platform and applications to the Subscribing County, it should be understood that Arapahoe County is not a commercial software vendor. Rather, Arapahoe County, having created the platform and applications and made the investment to develop these specific software packages, is offering them for use by the Subscribing County.
- 4.3. As with nearly all software packages, flaws may become evident during use. Arapahoe County, as a user of the software, is interested in knowing about and providing remedies to these flaws. Any errors and/or flaws should be reported as specified in the Support section of the Services Agreement.
- 4.4. Arapahoe County will implement the GovPrime platform in the cloud, Provisioning a Subscribing County as necessary. Any implementation of the application software will be covered by the Statement of Work for Implementation Agreement.
- 4.5. Arapahoe County shall be the owner of the GovPrime platform and any applications that it Provisions on that platform for the Subscribing County. By virtue of this GovPrime Agreement,

Arapahoe County is licensing the use of the GovPrime platform and any Provisioned applications to the Subscribing County and its Users.

5. *Subscribing County Obligations.*

- 5.1. All access by Users will be the responsibility of the Subscribing County through the use of Active Directory Federated Services.

6. *Term.*

- 6.1. The Term of this GovPrime Agreement shall be in effect for five (5) years, commencing upon the execution of this GovPrime Agreement. At the end of the Term, the Agreement will automatically renew for another five (5) years ("Renewal Term"), unless either Party provides notification of termination at least sixty (60) days prior to the end of the current term, pursuant to paragraph 14.

7. *Termination.*

- 7.1. Arapahoe County and the Subscribing County shall each have the right to terminate this GovPrime Agreement at any time and for any reason, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, which notice shall be given at least the number of days set forth in paragraph 14 below prior to the effective date of such termination.
- 7.2. If all accompanying Service Agreements between the Parties are terminated, then this GovPrime Agreement is correspondingly also terminated at that same time.
- 7.3. Source Code. In the event (1) Arapahoe County terminates the GovPrime Service and any applications that run on the GovPrime platform and ceases to support the GovPrime Service and any applications that run on GovPrime, and (2) Subscribing County wishes to continue use of the GovPrime platform and applications run on the GovPrime platform, Arapahoe County will provide the Subscribing County with the most current version of the source code and explanatory document(s) for the GovPrime Service and any applications using the platform. The Subscribing County shall use the source codes and explanatory document(s) solely for the purpose of continuing to use the GovPrime Service and any applications using the platform.

8. *Compensation.*

- 8.1. Except as indicated otherwise, the compensation rate to be paid by the Subscribing County for using the GovPrime SaaS platform and of using any Provisioned software applications will be specified in each individual Services Agreement and Statement of Work for Implementation Agreement.
- 8.2. In order to cover its costs, Arapahoe County reserves the right to adjust the compensation to be paid by the Subscribing County for use of the Services, to be effective January 1 of the following year. Arapahoe County shall provide the Subscribing County projected pricing of each Provisioned software application for the upcoming fiscal year (January 1 – December 31) by June 1 of the year preceding the change in compensation, so that the Subscribing County can appropriately budget for the upcoming fiscal year.

- 8.3. If there is a change to the compensation level in the upcoming year, the Parties agree that the new compensation rate will automatically go into effect January 1 of the following year, unless a timely notice of termination is provided.
- 8.4. This GovPrime Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated by the Subscribing County. The Subscribing County shall give Arapahoe County written notice of such non-appropriation.
- 8.5. If the Subscribing County fails to submit timely payment pursuant to this GovPrime Agreement and the Services Agreement(s), Arapahoe County may take any remedial action, including suspending the Subscribing County's access to and use of the GovPrime platform and software applications, and may pursue legal action in court to secure payment.

9. Protection of Licensed Technology and Proprietary Rights.

- 9.1. Arapahoe County is the sole owner of the GovPrime platform and any software applications which run on that platform. The ownership of the software, the ability to modify it and the granting of access to the GovPrime platform will be at all times the responsibility of Arapahoe County or its Designated Partner.
- 9.2. The Subscribing County and User are not permitted to use the application software for any purpose other than that specified in the Services Agreement.
- 9.3. The Subscribing County shall not have the right to download the platform or application code from the GovPrime platform for use on any other platform and the Subscribing County and User shall not allow any other person or agency to use the software without the written consent of Arapahoe County.

10. Confidential Information, Security and Access.

- 10.1. The GovPrime platform and any applications Provisioned on it are expected to contain confidential data. In order to maintain the confidentiality of this data the following applies:
 - 10.1.1. The GovPrime platform will be hosted in a cloud provider that at a minimum adheres to HIPAA, PII and FedRamp compliance protocols. Other compliance protocols may also be followed.
 - 10.1.2. Arapahoe County will follow commercially reasonable and appropriate administrative, technical and organizational security measures to protect all data at rest and in transit to and from the platform and to safeguard against unauthorized access, disclosure or theft of the Subscribing County's data. This includes any application that is hosted on GovPrime and referenced in this GovPrime Agreement and its subsequent amendments. Subscribing County data will be encrypted when in transit based on the browser used by the Subscribing County. Arapahoe County will designate appropriate browser(s) to be used with the platform so that the Subscribing County can utilize all of the functionality. Within the GovPrime platform and any applications, Subscribing County data will be encrypted at rest, wherever technically possible. Where data is specifically identified as a specific data classification, such as PII or HIPAA, Arapahoe County will establish compensating controls to meet generally accepted or mandated practices.

- 10.1.3. Users must acknowledge the confidential nature of some or all of the data in the GovPrime system and in any of the Provisioned software applications. In accordance with best practices, Subscribing County and its Users are expected to adhere strictly to the HIPAA, PII and FedRamp and other compliance protocols, depending on the data in the system. Subscribing Counties are expected to be familiar with all confidential data handling compliance protocols per federal, state and local laws, and are expected to adhere to generally accepted best practices with data handling. If the Subscribing County is found to be using or accessing data inappropriately, it may lose access to the GovPrime platform and any Provisioned software applications.
- 10.1.4. The Subscribing County is responsible for setting access rights and permissions for each of its Users through Active Directory Services and configuration settings in GovPrime.
- 10.2. Arapahoe County shall not be responsible for the misuse of data by the Subscribing County or any of the costs associated with the Subscribing County not following the prescribed compliance protocols.
- 10.3. Responsibilities in the Event of a Data Breach (See also Section 11.1, Disclaimer of Warranties)
 - 10.3.1. Arapahoe County shall immediately notify the Subscribing County if it reasonably believes there has been a security incident and/or Data Breach affecting Subscribing County's data. Arapahoe County may also need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon.
 - 10.3.2. In the case of a Data Breach originating from the Subscribing County, Arapahoe County will provide assistance to the Subscribing County for identification and resolution. However, the Subscribing County will have sole responsibility for any remediation actions necessary as a result of the Data Breach. The parties agree that any associated costs for identifying and resolving such a breach that are incurred by Arapahoe County will be charged to the Subscribing County in conformance with the terms of the Services Agreement, Section 4 (Support).
 - 10.3.3. Arapahoe County shall promptly notify Subscribing County within 24 hours or sooner by telephone and email, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been, a Data Breach. Arapahoe County shall (1) cooperate with the Subscribing County as reasonably requested by the Subscribing County to investigate and resolve the Data Breach; (2) promptly implement necessary remedial measures as covered by Arapahoe County's Cyber Liability insurance policy; and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

11. Disclaimer of Warranties and Limitation of Liability.

11.1. Disclaimer of warranties.

- 11.1.1. THE SERVICES DESCRIBED IN THIS GOVPRIME AGREEMENT AND IN ANY ATTACHED SERVICES AGREEMENT AND STATEMENT OF WORK FOR IMPLEMENTATION AGREEMENT

ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ARAPAHOE COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11.1.2. ARAPAHOE COUNTY MAKES NO WARRANTY THAT THE SERVICES WILL MEET THE SUBSCRIBING COUNTY'S REQUIREMENTS; THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE; NOR DOES IT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED BY THE SERVICES WILL BE ACCURATE OR RELIABLE.

11.1.3. The Subscribing County assumes all risk and responsibility for any damage to its computer systems or loss of data that results from the use of the Services.

11.1.4. Any material or data downloaded or otherwise obtained through the use of the Services is accessed at the Subscribing County's discretion and risk. The Subscribing County assumes all risk and responsibility for any damage to its computer systems or loss of data that results from the downloading of any material through the use of the Services.

11.2. Limitation of liability.

11.2.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, OR ANY OTHER PERSON, FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, AND/OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES ARISING OUT OF THE GOVPRIME AGREEMENT, A SERVICES AGREEMENT, A STATEMENT OF WORK FOR IMPLEMENTATION AGREEMENT, OR IN ANY WAY RELATING TO THE SERVICES.

11.2.2. Subscribing County agrees to waive any rights it maintains against Arapahoe County and its officials, agents and employees and to release Arapahoe County and its officials, agents and employees from any and all liability, claims, demands or actions or causes of action whatsoever that it now has or may hereinafter have arising out of, resulting from, or relating to the Services provided pursuant to the GovPrime Agreement, a Services Agreement, and/or a Statement of Work for Implementation Agreement, including arising out of any Data Breach or inaccessibility of the Services.

11.2.3. Subscribing County shall be solely responsible for all costs, fines and fees associated with any misuse by the employees of the Subscribing County of the Services provided herein.

11.3. Dispute resolution. All disputes relating to the execution, interpretation, performance, or non-performance of this Agreement involving or affecting the Parties may first be submitted to Arapahoe County's Director of Information Technology and the Subscribing County's Director of Information Technology and Innovation for possible resolution. Arapahoe County's Director of Information Technology and the Subscribing County's Director of Information Technology and Innovation may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

12. *Insurance.* Arapahoe County shall maintain Cyber Liability Insurance in the amount of \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad in an effort to respond

to the duties and obligations as undertaken by Arapahoe County in this Agreement and shall include, but not be limited to, claims involving infringement of copyright, trademark, trade dress, invasion of privacy, information theft, restoration, recreation or recollection of electronic data due to a covered event, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses.

13. *Suspension of GovPrime Services.* Arapahoe County, through its Director of Information Technology, may immediately suspend GovPrime services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Subscribing County in fraudulent or illegal activities relating to the GovPrime services provided herein; (iii) breach of the terms and conditions of the GovPrime Agreement, a Services Agreement, or a Statement of Work for Implementation Agreement; or (iv) security issues. The right to suspend GovPrime services is in addition to the right to terminate or cancel the GovPrime Agreement, a Services Agreement, or a Statement of Work for Implementation Agreement according to the provisions in Section 7. Arapahoe County shall not incur any penalty, expense or liability if GovPrime services are suspended under this Section.

14. *Notices.*

- 14.1. Notices given under the GovPrime Agreement, a Services Agreement, or a Statement of Work for Implementation Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.

- 14.2. For Notices sent to Arapahoe County, it shall be addressed and sent to:

Arapahoe County Department of Information Technology, Director
5334 S. Prince Street
Littleton, Colorado 80120

and (send to both)

Arapahoe County Attorney's Office
5334 S. Prince Street
Littleton, Colorado 80120

- 14.3. For Notices sent to Subscribing County, it shall be addressed and sent to:

Director of Information Technology & Innovation
4430 South Adams County Parkway
Suite C3000
Brighton, Colorado 80601

And

Adams County Attorney's Office

4430 South Adams County Parkway, Suite C500B
Brighton, CO 80601

15. *Notification of Legal Requests.* Arapahoe County shall contact the Subscribing County upon receipt of any open records requests, electronic discovery, litigation holds, discovery searches and expert testimonies related to the Subscribing County's data under this contract or which in any way might reasonably require access to the data of the Subscribing County. Arapahoe County shall not respond to subpoenas, service of process and other legal requests related to the Subscribing County without first notifying the Subscribing County, unless prohibited by law from providing such notice. It shall be the responsibility of the Subscribing County to satisfy all record requests.
16. *Non-Appropriation.* The GovPrime Agreement, a Services Agreement, or a Statement of Work for Implementation Agreement shall not be construed to create a multiple fiscal-year direct or indirect debt or other financial obligation of the Parties within the meaning of Article X, Section 20 of the Colorado Constitution. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the Parties as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by the Parties' respective governing bodies.
17. *Governmental Immunity.* All activities performed under the GovPrime Agreement, a Services Agreement, or a Statement of Work for Implementation Agreement are hereby declared to be governmental functions. The Parties to these Agreements and their personnel complying with or reasonably attempting to comply with the Agreements or any ordinance, order, rule or regulation enacted or promulgated pursuant to the provisions of the Agreements shall be deemed to be operating within the scope of their duties and responsibilities and in furtherance of said governmental functions.
18. *No Waiver Under CGIA.* Nothing in the GovPrime Agreement, a Services Agreement, or a Statement of Work for Implementation Agreement shall be construed as a waiver by any Party of the protections afforded pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101 *et seq.*, C.R.S. ("CGIA") as same may be amended from time to time. Specifically, no Party to these Agreements waives the monetary limitations or any other rights, immunities or protections afforded by the CGIA or otherwise available at law.
19. *Third Parties.* The GovPrime Agreement, a Services Agreement, and a Statement of Work for Implementation Agreement do not and shall not be deemed to confer upon any third party any right to claim damages to bring suit or other proceedings against the Parties to these Agreements.
20. *Severability.* In the event that any of the provisions of the GovPrime Agreement, a Services Agreement, or a Statement of Work for Implementation Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein.
21. *Force Majeure.* Any delays in, or failure of performance by, any Party of its obligations under the GovPrime Agreement, a Services Agreement, or a Statement of Work for Implementation Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes,

accidents, regulations or orders of civil or military authorities, shortages of labor or materials or other causes, similar or dissimilar, that are beyond the control of such Party.

22. *Modification.* Except as stated herein, the GovPrime Agreement, a Services Agreement, and a Statement of Work for Implementation Agreement may be modified or amended only by a duly authorized written instrument executed by the Parties hereto.
23. *Waiver of Breach.* A Party's waiver of another Party's breach of any term or provision of the GovPrime Agreement, Services Agreement, or Statement of Work for Implementation Agreement will not operate or be construed as a waiver of any subsequent breach by any Party.
24. *Authority.* The Parties have taken all actions and secured all approvals necessary to authorize and complete the GovPrime Agreement, a Services Agreement, and a Statement of Work for Implementation Agreement. The persons signing these Agreements on behalf of each Party have legal authority to sign these Agreements and bind the Parties to the terms and conditions contained herein.
25. *Compliance with the Law.* Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under the GovPrime Agreement, a Services Agreement, and a Statement of Work for Implementation Agreement.
26. *No Assignment.* Neither Party shall assign the GovPrime Agreement, a Services Agreement, or a Statement of Work for Implementation Agreement. Either Party may terminate these Agreements if the other assigns these Agreements without the prior written consent of the other.
27. *Counterparts.* The GovPrime Agreement, a Services Agreement, and a Statement of Work for Implementation Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed the same instrument. Facsimile or photographic signatures of either Party to these Agreements or subsequent modifications thereto, shall be effective for all purposes.
28. *Survival.* The rights and obligations of the Parties shall survive the term of the GovPrime Agreement, a Services Agreement, and a Statement of Work for Implementation Agreement to the extent that any performance is required under these Agreements after the expiration or termination of these Agreements.
29. *Entire Agreement.* The GovPrime Agreement, a Services Agreement, and a Statement of Work for Implementation Agreement constitutes the entire agreement and understanding between the Parties and supersedes any prior agreement or understanding relating to the subject matter of these Agreements.
30. *Governing Law/Forum/Interpretation.* The GovPrime Agreement, a Services Agreement, and a Statement of Work for Implementation Agreement have been executed by the parties hereto on the day and year indicated on each document and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to these Agreements shall be in Arapahoe County or Adams County. If there is any conflict between the language of any of these Agreements and the exhibit or attachment to these Agreements, the language of the respective Agreement shall govern.
31. *Amendments and Attachments.* The intent of the GovPrime Agreement is to setup the basics of an agreement between the Parties, for one to many services. There should be an expectation of attachments and amendments that describe particular services. Where this document and an

attachment or amendment for a particular service differ, the difference is for that individual service and should not be considered for all services to which a party is subscribed.

IN WITNESS WHEREOF, each party, by signature below of its authorized representative, hereby acknowledges that it has read this GovPrime Agreement, understands it and agrees to be bound by its terms and conditions.

COUNTY OF ARAPAHOE, STATE OF COLORADO,

By and Through Its BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Baker, Chair

Attest:

By: _____
Clerk to the Board

COUNTY OF ADAMS, STATE OF COLORADO,

By and Through Its BOARD OF COUNTY COMMISSIONERS

By: _____
Mary Hodge, Chair

Attest:

By: _____

APPROVED AS TO FORM:

Adams County Attorney's Office

Attachment 1: List of Compliances supported in the Microsoft Azure Cloud

- FERPA
- PCI DSS Level 1, version 3.1
- DoD Provisional Authorizations at Impact Levels 5, 4 and 2
- FedRAMP
- FIPS 140-2
- NIST 800-171
- Section 508
- HIPAA/HITECH
- HITRUST
- MARS-E

HSCnects Services Agreement

This Agreement (the “Services Agreement”) is made by and between the Board of County Commissioners of the County of Arapahoe (“Arapahoe County”) and the Board of County Commissioners of Adams County (the “Subscribing County”), jointly “the Parties,” as of the ____ day of _____, 2018.

1. *Purpose of Agreement and Incorporation of Other Agreements.* This Services Agreement defines the relationship between Arapahoe County, the provider of the HSCnects software applications, and the Subscribing County following completion of the Statement of Work for Implementation Agreement and upon Go Live of HSCnects for the Subscribing County. This is an addendum to the GovPrime Intergovernmental Agreement (the “GovPrime Agreement”) and the Statement of Work for Implementation Agreement between Arapahoe County and the Subscribing County to define HSCnects services provided. The GovPrime Agreement and Statement of Work for Implementation Agreement are hereby incorporated by reference as if fully set forth herein.
2. *Definitions.* Defined terms in the GovPrime Agreement apply to this Services Agreement.
 - 2.1. *Tier 3 Support* is support for issues that are due to software defects or environmental issues related to the functionality of the HSCnects at the SaaS level. Tier 3 Support does not cover issues with the Subscribing County’s environment, as those issues are not within Arapahoe County’s control. Tier 3 Support also does not support issues that are a result of configuration changes in the software made by the Subscribing County that create undesirable results, unless the issue is due to a defect in the software or environment.
 - 2.1.1. It is assumed that Tier 1 support will be provided by the Subscribing County’s Human Services Department and that Tier 2 support will be provided by the Subscribing County’s Information Technology Department.
3. *Services.* Arapahoe County agrees to provide to Subscribing County access to all core functionality to HSCnects as a SaaS.
 - 3.1. *Subscription Service.* HSCnects is a SaaS and this Services Agreement grants access to the services on a named user basis. This Services Agreement does not grant ownership rights to the Subscribing County. The GovPrime Agreement grants a license to the Subscribing County.
 - 3.2. *Additional Functionality.* Over time, Arapahoe County anticipates building additional solutions that may increase functionality of HSCnects. Because the Subscribing County may not be interested in these additional functions, Arapahoe County may opt to exclude these added functions from the HSCnects SaaS offering in order to prevent the Subscribing County from

paying additional fees for unwanted functionality. Therefore, this Services Agreement only concerns the licensing and use of the core functionality of HSConnects.

- 3.3. *Shared Environment.* HSConnects is built on multitenant architecture. Therefore, the Subscribing County will be using the same SaaS installation as other subscribing counties.
4. *Support.* Arapahoe County agrees to provide Tier 3 support to the Subscribing County. Arapahoe County reserves the right to have a third party provide support where appropriate.
 - 4.1. *Support Levels.* All support requests will be handled as described in the below matrix. Arapahoe County will make its best effort to meet the stated expectations below. As this is a shared environment, all resolutions to incidents need to consider the impact of the resolution on all Users, including those at other Subscribing Counties.
 - 4.2. *Normal Support Hours.* Arapahoe County support hours are 7:00 am to 5:00 pm Monday through Friday (MT), with the exclusion of County holidays. These hours are subject to change.
 - 4.3. *County holidays.* Arapahoe County holidays are: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day. These holidays are subject to change.

Critical Severity	Available: 24 hours/day, 7 days/week
Description	All or a substantial portion of the system is not functioning. All or most of the Users are experiencing these issues. There is not a workaround, expect to use a complete manual process.
Initial Response	Arapahoe County has a staffed service desk during Normal Support Hours. After hours, there is an on call staff member available to field all issues. Arapahoe County will make its best effort to respond within 10 minutes during Normal Support Hours and 30 minutes after hours.
Resolutions Response	Arapahoe County will work continuously to fix the issues that are causing the critical incident. If the incident impact changes to a different level, Arapahoe County will change the severity classification and will work toward that classification's resolution response. Periodic updates will be provided to the Subscribing County on a mutually agreeable schedule, to be determined at the time the Incident is reported.
Chargeable Service	Support costs are part of the overall cost and, in almost all cases, cost for support is included in the subscription. Because service support is an expense shared by all Subscribing Counties, Arapahoe County will consider if the need for support work

	<p>was caused by the actions of one Subscribing County, and if the responsible Subscribing County should be solely responsible for the costs. Charging back a single Subscribing County would only happen under unique and cost intensive situations. Support costs will be charged at the loaded employee pay rate (total employee cost) for each Arapahoe County employee who participated and spent time on the solution, following the first cumulative hour of Arapahoe County support work.</p>
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High Severity	Normal Support Hours
Description	<p>Major functionality is severely impaired for all Users or a subset of Users. Business functions can continue in a diminished fashion. There are workarounds to complete the impacted business functions, or those impacted business functions are not part of the core business process, and as such, do not highly impact the Subscribing Counties' ability to complete their work.</p>
Initial Response	<p>Arapahoe County has a staffed service desk during normal County business hours. After hours, there is an on call staff member available to field all issues. Arapahoe County will make its best effort to respond within 2 hours during Normal Support Hours and 4 hours after hours.</p>
Resolutions Response	<p>Arapahoe County will work continuously to fix the issues that are causing the high severity incident. If the incident impact changes to a different level, Arapahoe County will change the severity classification and will work toward that classification's resolution response. Periodic updates will be provided to the Subscribing County on a mutually agreeable schedule, to be determined at the time the Incident is reported.</p>
Chargeable Service	<p>Support costs are part of the overall cost, and as such, in almost all cases cost for support is included in the subscription.</p> <p>Because service support is an expense shared by all Subscribing Counties, Arapahoe County will consider if the need for support work was caused by the actions of one Subscribing County, and if the responsible Subscribing County should be solely responsible for the costs. Charging back a single Subscribing County would only happen under unique and cost intensive situations. Support costs will be charged at the loaded employee pay rate (total employee cost) for each Arapahoe County employee who participated and spent time on the solution, following the first cumulative hour of Arapahoe County support work.</p>

Medium Severity	Normal Support Hours
Description	Partial or non-critical loss of functionality. Business impact is considered marginal or an annoyance.
Initial Response	Arapahoe County has a staffed service desk during normal County business hours. Arapahoe County will make its best effort to respond within 6 business hours during Normal Support Hours. There is no afterhours support for medium severity incidents.
Resolutions Response	<p>Arapahoe County will work during business hours to fix the issues that are causing the medium severity incident. Arapahoe County will make its best effort to identify the root cause of medium severity incidents within four business days. Arapahoe County will determine the most expedient timing for releasing the fix to production.</p> <p>If the incident impact changes to a different level, Arapahoe County will change the severity classification and will work toward that classification's resolution response.</p>
Chargeable Service	<p>Support costs are part of the overall cost, and as such, in almost all cases cost for support is included in the subscription.</p> <p>Because service support is an expense shared by all Subscribing Counties, Arapahoe County will consider if the need for support work was caused by the actions of one Subscribing County, and if the responsible Subscribing County should be solely responsible for the costs. Charging back a single Subscribing County would only happen under unique and cost intensive situations. Support costs will be charged at the loaded employee pay rate (total employee cost) for each Arapahoe County employee who participated and spent time on the solution, following the first cumulative hour of Arapahoe County support work.</p>

Low Severity	Normal Support Hours
Description	Negligible impact to functionality. Business impact is considered inconsequential.
Initial Response	Arapahoe County has a staffed service desk during Normal Support Hours. Arapahoe County will make its best effort to respond within 8 business hours. There is no afterhours support for low severity incidents.
Resolutions Response	<p>Arapahoe County will work during business hours to fix the issues that are causing the low severity incident. Arapahoe County will make its best effort to identify the root cause of low severity incidents within seven or more business days. Arapahoe County will determine the most expedient timing for releasing the fix to production.</p> <p>If the incident impact changes to a different level, Arapahoe County will change the severity classifications and will work toward that classification's resolution response.</p>
Chargeable Service	<p>Support costs are part of the overall cost, and as such, in almost all cases cost for support is included in the subscription.</p> <p>Because service support is an expense shared by all Subscribing Counties, Arapahoe County will consider if the need for support work was caused by the actions of one Subscribing County, and if the responsible Subscribing County should be solely responsible for the costs. Charging back a single Subscribing County would only happen under unique and cost intensive situations. Support costs will be charged at the loaded employee pay rate (total employee cost) for each Arapahoe County employee who participated and spent time on the solution, following the first cumulative hour of Arapahoe County support work.</p>

5. Pricing.

- 5.1. Pricing is to be defined on a User subscription basis. See GovPrime Agreement for definition of User and User Accounts.
- 5.2. Arapahoe County will audit the HSConnects software application at least once a month to determine the number of Users who have been granted access to HSConnects during any specific month.
- 5.3. The Subscribing County will be billed at the rate of \$17.50 per User per month and invoiced on a quarterly basis. (This results in a rate of \$52.50 per quarter or \$210 per year per User.)
- 5.4. Arapahoe County will invoice the Subscribing County on a calendar quarterly basis (January 1, April 1, July 1, and October 1) for the prior quarter's usage of HSConnects. The Subscribing

County shall have thirty (30) days from receipt of any payment request to make payment to Arapahoe County.

- 5.5. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the Subscribing County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Services Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The Subscribing County shall give Arapahoe County written notice of such non-appropriation and termination in accordance with the provisions of the GovPrime Agreement.
6. *Term of the Agreement.* This Services Agreement shall commence upon Go Live of the HSConnects application for the Subscribing County and shall be in effect for 12 months.
7. *Extension or Modification.* This Service Agreement shall automatically renew for successive periods of 12 months (each a "Renewal Term"), unless either party notifies the other party that it does not desire to renew this Services Agreement in writing, at least sixty (60) days before the end of the initial term or any Renewal Term. However, this Service Agreement may only be automatically renewed up to nine (9) times following expiration of the initial term, resulting in no more than a ten (10) year term. Any amendments or modifications shall be in writing signed by both parties.
8. *Termination.* Either Party may terminate this Services Agreement at any time and for any reason, with or without cause, and without penalty therefor with sixty (60) calendar days' prior written notice to the other party. Subscribing County shall pay Arapahoe County for Services satisfactorily performed up to the date of termination.
9. *Data Sources and Functionality.* Currently, HSConnects contains data from the following State systems: CBMS, TRAILS and ACSES. Arapahoe County may choose to add additional data sources as they become available, depending on the value gained by adding additional data sources.
 - 9.1. Arapahoe County will consider adding additional data sources upon the request of the Subscribing County. Arapahoe County will look at effort, cost, and value to all subscribers when evaluating additional data source requests. Arapahoe County may require the subscriber to pay an additional fee for adding additional data sources.
 - 9.2. If the Subscribing County has liability concerns regarding having its data added to HSConnects from State or third party data sources, the Subscribing County may request that its data be excluded from data imports. Arapahoe County will attempt to honor such requests unless it is determined that excluding the Subscribing County's data from data imports impacts the ability of other Subscribing Counties to complete their required duties and whether the other Subscribing Counties would normally have access to this data through common State or third party data sources. Ultimate decision making authority regarding this matter resides with Arapahoe County.
 - 9.3. The Parties agree that in the event that the Subscribing County transitions to a software solution other than HSConnects, the Subscribing County may release any necessary and detailed information solely for the purpose of facilitating the conversion of its data to the new system and that Arapahoe County will reasonably cooperate with the Subscribing County with the transition.

10. Data.

- 10.1. *Ownership.* All data and documents entered by a Subscribing County into the HSConnects application shall be considered to be owned by that Subscribing County. Arapahoe County agrees to store the Subscribing County's data in HSConnects. Data and documents imported into HSConnects from the State of Colorado or other third party data sources, and not from the Subscribing County directly, will not be considered to be owned by the Subscribing County. Resolution of any dispute regarding data ownerships between the Subscribing County and the State of Colorado or the federal government shall be the responsibility of the Subscribing County.
- 10.2. *Data Sharing.* Because there is tremendous value to all parties in sharing data related to executing the administration of Human Services for the State of Colorado, there is an expectation that all Subscribing Counties participate in data sharing. Arapahoe County will work with Subscribing Counties to define what items should be shared between the Subscribing Counties, and what items should be shared with the State of Colorado. The other Subscribing Counties, Subscribing County and Arapahoe County will be tasked to create a framework for sharing data among the Subscribing Counties that supports each county's execution of local Human Services activities, but protects the Subscribing County and its employees and clients' privacy and security. The other Subscribing Counties, Subscribing County and Arapahoe County may also define data to share with the State of Colorado, when sharing predefined data with the State helps the Subscribing Counties meet State requirements or the Subscribing County's business process. Ultimate decision making authority regarding this matter resides with Arapahoe County.
- 10.3. *Termination.* Following termination of this Services Agreement, and to the extent still available, the Subscribing County agrees to return to Arapahoe County all data and materials that it downloaded from or through HSConnects that are owned by Arapahoe County and/or another Subscribing County, as defined in Section 10.1. Subscribing County shall be able to retrieve all of the data and materials owned by Subscribing County upon termination in the format which Subscribing County entered its data and materials. Any costs incurred by Arapahoe County retrieving the data and materials will be reimbursed by the Subscribing County.
- 10.4. *Data Retention.* Various state and federal programs require the retention of data that may be uploaded into HSConnects for various durations. HSConnects will have a mechanism to purge data and files based on state, federal and/or community established retention guidelines. Arapahoe County will notify the Subscribing County at least sixty (60) days prior to the purge of any data or materials from HSConnects. If the Subscribing County needs access to its data and materials beyond the scheduled purge date, it is the Subscribing County's responsibility to secure a copy of all needed files. This may be accomplished by downloading a copy to the Subscribing County's system. In the future, there will be a process to mark files "do not purge until", but until that functionality is in place it will be up to the Subscribing County to maintain copies of data and materials that it needs post purge date.
- 10.5. *Backup and Recovery.* HSConnects will be built with functionality to allow Users to recover deleted files on a single file basis. Arapahoe County also has plans to build the functionality for versioning. Arapahoe County will provide basic training on the capabilities of file recovery and versioning, but it is the responsibility of the Subscribing County to understand the

limitation of these tools. Arapahoe County will leverage from the Designated Partner redundant storage to help prevent data loss from hardware or environment failures. Arapahoe County will also keep a backup copy of files and data for disaster recovery purposes with a recovery point of no longer than 24 hours old. Disaster recovery copies will be used in the case of major system data loss.

11. *Infrastructure Requirements.* As requirements change from time to time, Arapahoe County will make available, upon request, a reference sheet of hardware requirements for using HSConnects.
12. *Release Management.* Arapahoe County uses an Agile Methodology of development at this time. As prescribed in Agile Methodology, Arapahoe County will perform frequent software releases of the HSConnects application. Arapahoe County will perform any release that impacts the services during a maintenance window to be defined and communicated to the Subscribing County at least 72 hours in advance, unless emergency maintenance is required. Arapahoe County reserves the right to perform off cycle releases after hours or during business hours if system functionality needs to be restored. In the situation where maintenance is required outside of a maintenance window, Arapahoe County will give the Subscribing County as much notice as reasonably possible.

IN WITNESS WHEREOF, each party, by signature below of its authorized representative, hereby acknowledges that it has read this Services Agreement, understands it and agrees to be bound by its terms and conditions.

COUNTY OF ARAPAHOE, STATE OF COLORADO,

By and Through Its BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Baker, Chair

Attest:

By: _____
Clerk to the Board

COUNTY OF ADAMS STATE OF COLORADO,

By and Through Its BOARD OF COUNTY COMMISSIONERS

By: _____
Mary Hodge, Chair

Attest:

By: _____

APPROVED AS TO FORM:

Adams County Attorney's Office

Statement of Work for Implementation Agreement of HSConnects (Grant)

This Statement of Work for Implementation Agreement (the "SOW Agreement" or "SOW") is made by and between the Board of County Commissioners of the County of Arapahoe ("Arapahoe County") and the Board of County Commissioners of Adams County (the "Subscribing County"), jointly "the Parties," as of the ____ day of _____, 2018.

1. Purpose of Agreement. This SOW defines the services, deliverables, and responsibilities for Arapahoe County and the Subscribing County during the setup and implementation of HSConnects for Go Live readiness. This is an addendum to the Intergovernmental Agreement for GovPrime (the "GovPrime Agreement") and HSConnects Services Agreement (the "Services Agreement") between the Parties. The GovPrime Agreement and Services Agreement are hereby incorporated by reference as if fully set forth herein.
 - 1.1. Note: Costs associated with the implementation of the Subscribing County are representative of those incurred by Arapahoe County and are intended for recouping purposes and are not to be incurred by Arapahoe County citizens.
2. Definitions. Defined terms in the GovPrime Agreement and HSConnects Services Agreement apply to this SOW.
 - 2.1. Implementation is the defining and execution of the scope of work, milestone activities, and estimated costs that are required to setup HSConnects to prepare for Go Live readiness.
3. Term of the SOW Agreement. This SOW shall commence upon execution by the Parties and shall be in effect for 12 months. If necessary, this SOW shall automatically renew for successive periods of 12 months until implementation of HSConnects is completed.
4. Termination. Either Party shall each have the right to terminate this SOW Agreement at any time and for any reason, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, which notice shall be given at least sixty (60) calendar days prior to the termination. Subscribing County shall pay Arapahoe County for services satisfactorily performed up to the date of termination.
5. Modifications. Except as stated herein, this SOW Agreement may be modified or amended only by a duly authorized written instrument executed by the Parties hereto.
6. Scope of Work.
 - 6.1. Included in Scope – Arapahoe County Responsibilities
 - 6.1.1. Provide project management for implementation and documentation.
 - 6.1.2. Configure tenant in Subscribing County's sandbox/test and production HSConnects environments.

- 6.1.2.1. "Configure tenant" is defined as the creation of the tenant shell from which the Subscribing County can begin to configure its tenant, as appropriate.
 - 6.1.3. Train the Subscribing County's trainers, configuration analysts, and system administrators.
 - 6.1.4. Provide current functionality that works with Colorado Benefit Management System cases and document workflow.
 - 6.1.5. Assist in the migration of current documents and metadata into HSConnects in a format and medium specified by Arapahoe County. The loaded employee rate for this work will be \$68.01 per hour. It is calculated as the actual hourly rate of the employee plus a 26% surcharge for benefit costs.
 - 6.1.6. Arapahoe County and Subscribing County will explore the feasibility of the Subscribing County's migrating current task load without documents.
 - 6.2. Excluded from Scope
 - 6.2.1. Connection and setup of the Subscribing County's Azure Active Directory.
 - 6.2.2. Software enhancements or changes to current release of product roadmap specific to or specially requested by Subscribing County.
- 7. Roles and Responsibilities. Roles and responsibilities are defined as such:
 - 7.1. Arapahoe County
 - 7.1.1. Project Manager
 - 7.1.1.1. Primary liaison between Arapahoe County and the Subscribing County during implementation.
 - 7.1.1.2. Participates in project status calls.
 - 7.1.1.3. Deploys Arapahoe County support resources as necessary during implementation.
 - 7.1.2. IT support
 - 7.1.2.1. Responds to technical issues as they arise during implementation.
 - 7.1.2.2. Assists with technical system requirements and configuration.
 - 7.1.3. Trainer(s)
 - 7.1.3.1. Train Subscribing County's trainers.
 - 7.1.4. Human Services Subject Matter Experts
 - 7.1.4.1. Provide information and support on business process-specific issues or questions.
 - 7.2. Subscribing County
 - 7.2.1. Project Sponsor
 - 7.2.1.1. Overall accountability for the Subscribing County's implementation.
 - 7.2.1.2. Decision-making authority for the Subscribing County.
 - 7.2.1.3. Authorized to deploy/assign resources.
 - 7.2.1.4. GovPrime Agreement point of contact(s).
 - 7.2.2. Business Analyst(s)/Business Owner(s)
 - 7.2.2.1. Expert(s) in the Subscribing County's Human Services business processes.

- 7.2.2.2. Identifies impacts of the HSConnects implementation on current business processes.
 - 7.2.2.3. Responsible for ongoing HSConnects system administration and performing system configuration during implementation.
 - 7.2.3. Technical Support Authorized Representatives
 - 7.2.3.1. Two (2) post-implementation intermediaries between Arapahoe County and the Subscribing County for all technical support on behalf of the Subscribing County's end users.
 - 7.2.4. Project Manager
 - 7.2.4.1. Maintains project schedule.
 - 7.2.4.2. Reports progress to Arapahoe County project manager.
 - 7.2.5. Change Manager
 - 7.2.5.1. Develops and executes change management and internal communication plan
 - 7.2.6. Trainer(s)
 - 7.2.6.1. Trains Subscribing County's end users.
 - 7.2.6.2. Updates training materials or creates new materials if necessary, based on unique Subscribing County business processes.
 - 7.2.6.3. Individual end-user trouble-shooting.
 - 7.2.7. QA tester(s)
 - 7.2.7.1. Conducts tests and simulations to confirm correct functionality of the Subscribing County's configuration, impact of HSConnects on current business processes, identifies issues and confirms the Subscribing County's go-live readiness.
 - 7.2.8. IT Support
 - 7.2.8.1. Primary IT point of contact.
 - 7.2.8.2. Responsible for hardware, network, security, and Subscribing County's administered systems.
 - 7.2.9. IT Configuration Analyst
 - 7.2.10. IT Security Administrator
- 8. Assumptions.
 - 8.1. This is not a relationship between a commercial vendor and a client. As such, expectations are to be set appropriately for this partnership between two local government entities.
 - 8.2. Arapahoe County's ability to perform work directly for other counties may be limited by its Board of County Commissioners.
- 9. Schedule/Milestones. Refer to the Food Nutrition Service and Health Care Policy and Financing Grants attached hereto as Exhibit 1 for project milestones.
- 10. Estimated Hours. Refer to the Food Nutrition Service and Health Care Policy and Financing Grants attached hereto as Exhibit 1 for estimated hours.
- 11. Payment. The Subscribing County will be invoiced on a quarterly basis and is responsible for the following costs during the implementation phase of HSConnects.

- 11.1. Arapahoe County's implementation effort will be billed at an hourly rate based upon the loaded employee rate (total employee cost) for each Arapahoe County employee who works on the implementation of HSConnects for the Subscribing County.
- 11.2. The loaded employee rate ranges from \$33.36 to \$96.31 per hour, depending on employee. It is calculated as the actual hourly rate of the employee plus a 26% surcharge.
- 11.3. Additional hardware and/or software required by the Subscribing County to complete the HSConnects implementation is the responsibility of the Subscribing County to purchase directly through its purchasing process.
- 11.4. Development and production of any printed or electronic materials such as training manuals required by the Subscribing County.
- 11.5. If execution of this SOW lasts longer than six (6) months from date of execution, the Subscribing County will be required to reimburse Arapahoe County for its third party costs, such as from Microsoft, for use of the GovPrime Platform during the implementation phase.
- 11.6. Travel
 - 11.6.1. Should travel be required by any Arapahoe County employee for implementation of HSConnects, the Subscribing County will be required to reimburse Arapahoe County for the employee's travel time at the loaded employee rate, mileage, meals, hotel, and other reasonable expenses (e.g., parking fees). Per diem costs will be calculated pursuant to the then current state per diem rates.
- 11.7. Additional Costs
 - 11.7.1. Additional costs may be incurred by the Subscribing County for various tasks that are outside the scope of this SOW, including, but not limited to, the following:
 - 11.7.1.1. Troubleshooting issues relating to the Subscribing County's infrastructure, as detailed in the HSConnects Services Agreement, Section 4, Chargeable Service.
 - 11.7.1.2. Migration of data and documents from other systems.

12. Execution/Signature.

- 12.1. IN WITNESS WHEREOF, each party, by signature below of its authorized representative, hereby acknowledges that it has read this SOW Agreement, understands it and agrees to be bound by its terms and conditions.

COUNTY OF ARAPAHOE, STATE OF COLORADO,

By and Through Its BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Baker, Chair

Attest:

By: _____
Clerk to the Board

COUNTY OF ADAMS, STATE OF COLORADO,

By and Through Its BOARD OF COUNTY COMMISSIONERS

By: _____
Mary Hodge, Chair

Attest:

By: _____
Clerk to the Board

APPROVED AS TO FORM:

Adams County Attorney's Office



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 15, 2018
SUBJECT: Microsoft Office 365 Licenses and Support
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves a Purchase Order for the annual Microsoft Office 365 licenses and support.

BACKGROUND:

In 2016, the National Association of State Procurement Officers (NASPO) purchasing cooperative awarded an agreement to Insight Public Sector, Inc., as an authorized reseller of Microsoft Office 365 licenses and support to participating agencies. Adams County is a participant in the NASPO purchasing cooperative, which adheres to the County Purchasing Policy, Appendix E – Cooperative, Single, and Sole Source Purchases. The Information Technology and Innovation Department will utilize the negotiated contracted pricing to purchase Microsoft licenses for County-wide use.

It is recommended that the annual licenses and support for Microsoft Office 365 be approved in the not to exceed amount of \$654,423.21.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Information Technology and Innovation Department
Sheriff'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.

Fund(s): 00001**Cost Center(s):** 1056 and 2010

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7562		\$705,532
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$705,532

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Notes:

Information Technology **Budget**
1056 \$570,000

Sheriff's Office **Budget**
2010 \$135,532

Total **\$705,532**

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A PURCHASE ORDER BETWEEN ADAMS COUNTY
AND INSIGHT PUBLIC SECTOR, INC., FOR THE ANNUAL
MICROSOFT OFFICE 365 LICENSES AND SUPPORT

WHEREAS, Insight Public Sector, Inc., was awarded a contract in 2016, to provide Microsoft Office 365 licenses and support through the National Association of State Procurement Officers (NASPO); and,

WHEREAS, Adams County is a participant in the NASPO purchasing cooperative, which adheres to the County Purchasing Policy, Appendix E – Cooperative, Single, and Sole Source Purchases; and,

WHEREAS, Insight Public Sector, Inc., agrees to provide Microsoft Office 365 licenses and support in the not to exceed amount of \$654,423.21.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that a Purchase Order between Adams County and Insight Public Sector, Inc., to provide Microsoft Office 365 licenses and support be approved.

BE IT FURTHER RESOLVED that the Chair hereby authorizes the Purchasing Division to sign said Purchase Order with Insight Public Sector, Inc., after negotiation and approval as to form is completed by the County Attorney's Office.



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

CASE NO.: RCU2018-00002

CASE NAME: Dollar General

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Board of County Commissioners**May 15, 2018**

CASE No.: RCU2018-00002	CASE NAME: Dollar General
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Owner's Name:	John and Rae Lynne Hicks
Applicant's Name:	Kelly Agnor with Vaquero Ventures
Applicant's Address:	2900 Wingate Street, Fort Worth, Texas 76133
Location of Request:	56951 East Colfax Avenue
Nature of Request:	Rezone from Agricultural-3 (A-3) to Commercial 4 (C-4)
Zone District:	Agriculture-3 (A-3)
Site Size:	1.6 acres
Proposed Uses:	Commercial Retail
Existing Use:	Residential
Hearing Date(s):	PC: April 26, 2018/ 6:00 pm
	BOCC: May 15, 2018/ 9:30 am
Report Date:	May 15, 2018
Case Manager:	Julie Wyatt
PC and Staff Recommendation:	APPROVAL with 4 Findings-of-Fact

SUMMARY OF PREVIOUS APPLICATIONS

In April 2017, the applicant met with staff for a conceptual review meeting to discuss requirements to develop a retail use on the subject site.

SUMMARY OF APPLICATION**Background:**

The applicant is requesting to rezone an approximately 1.6-acre property from Agriculture-3 (A-3) to Commercial 4 (C-4) to develop the site with a Commercial Retail use. Currently, the Agriculture 3 (A-3) zone district does not permit Commercial Retail uses. The site is developed with two structures.

Site Characteristics:

The site is rectangular in shape with 175 feet of frontage on East Colfax Avenue (Highway 36). According to the 2012 Adams County Master Transportation Plan, East Colfax Avenue is classified as a principal arterial road. A principal arterial is intended to accommodate more than 12,000 vehicles per day and provide inter-county and intra-county connections. At this time, no

direct vehicular access from the site to adjacent neighborhoods is contemplated. There is a 100-year Floodway area located to the east of the site, including the northeast corner of the property. This floodway may potentially limit future development to the eastern section of the property.

Future Land Use Designation/Comprehensive Plan:

The subject property is designated Urban Residential in the County's Comprehensive Plan future land use map. Per Chapter 5 of the Comprehensive Plan, Urban Residential areas are intended to provide for a variety of residential housing types at a density greater than one acre. Complementary and supporting uses like neighborhood-serving retail, schools, and community facilities are also appropriate in Urban Residential, provided that those uses are compatible with residential neighborhoods. Rezoning the property to a C-4 district is consistent with the Comprehensive Plan, as it will allow the property to be developed with commercial uses to support the nearby growing community.

The property is also in the County's Strasburg area plan. This Plan establishes goals and policies to guide anticipated growth in the Strasburg area. Non-residential development is encouraged, provided that it is appropriate to the small-town atmosphere, enhances the existing business areas, and provides jobs and services for area residents. Additionally, commercial development should be located near the center of the community, as close as possible to East Colfax Avenue. The proposed rezoning to a C-4 district is consistent with the goals and policies of the Strasburg Plan. The property is located adjacent to existing commercial development on East Colfax Avenue, and, if approved, the C-4 district will permit necessary commercial uses to support the expanding residential base in the Strasburg area.

Development Standards and Regulations Requirements:

Rezoning requests are analyzed based upon the criteria for approval outlined in Section 2-02-13-06-02 of the County's Development Standards and Regulations. These include compliance with the requirements and purposes of the Development Standards and Regulations, consistency with the Comprehensive Plan, and compatibility with the surrounding area.

The proposed rezoning is consistent with the purposes and requirements of the County's Development Standards and Regulations. The property is currently located within an A-3 zone district, which is intended for large rural parcels of at least 35 acres in size where farming and low-density residential uses are permitted. Due to the property's small size and location on a primary arterial roadway, it is unlikely to be developed with agricultural or residential uses. Alternatively, the proposed C-4 zone district is intended to provide retail and services for the general and traveling public. The site's location on East Colfax Avenue corresponds with the intent of the C-4 zone district, providing adequate access and visibility typically associated with commercial uses. Commercial 4 zone district does not include a minimum lot size, but requires a minimum lot width of 100 feet. The subject lot is 1.6 acres and approximately 175 feet wide, which conforms to the lot size requirements of the C-4 zone district.

The proposed rezoning request is consistent with the future land use designation of Urban Residential. In addition to a variety of residential uses, the Urban Residential future land use encourages compatible commercial and community uses to serve surrounding neighborhoods. The Urban Residential future land use encourages uses such as Nursing Homes, Day Care

Centers, Dry Cleaners, Banks, Miscellaneous Retail, and Restaurants, which are typically found on arterial roadways near residential areas. While the C-4 district includes some intense uses that could be incompatible in proximity to neighborhoods, these uses, such as Telecommunications towers, Pawn Shops, Outdoor Commercial Recreation, and Racing facilities, require public hearings and approval of a conditional use permit by the Board of County Commissioners.

The property is located on East Colfax Avenue, which has historically functioned as Strasburg's commercial main street. The zoning pattern corresponds to the existing commercial development, as properties abutting East Colfax Avenue are zoned Commercial 3, Commercial 4, and Commercial 5 districts. Rezoning the property to C-4 zone district is consistent with typical zoning designations along commercial corridors. The proposed C-4 designation will also be a continuation of the existing development along East Colfax Avenue.

Surrounding Zoning Designations and Existing Use Activity:

Northwest A-3 Single-Family Residential	North A-3 Single-Family Residential	Northeast A-1 Single-Family Residential
West C-4 Automotive Repair R-1-C Single-Family Residential	Subject Property A-3 Residential	East A-1 Single-Family Residential
Southwest Arapahoe County Automobile Service Station	South Arapahoe County Undeveloped	Southeast Arapahoe County Undeveloped

Compatibility with the Surrounding Area:

The property is situated on East Colfax Avenue. This road is designated as a principal arterial and intended to accommodate up to 12,000 vehicles per day. Residential uses are located north and east of the property and commercial development is located to the south and west. Per Section 3-22 of the County's Development Standards and Regulations, the purpose of the proposed C-4 district is to provide general retail and services for the general and travelling public. The Commercial 4 district permits an array of commercial, office, and institutional uses which will provide necessary retail and services for the surrounding community. While the district allows for some intense uses such as heavy retail, many of these uses require approval of a conditional use permit by the Board of County Commissioners through the public hearing process. The proposed C-4 zone district also aligns with the current development pattern and would encourage appropriate commercial development on an existing commercial corridor. Furthermore, the site's location on a principal arterial will provide adequate access and visibility associated with a commercial development.

Compatibility of potential development with nearby residential areas must also be considered. Commercial uses may create additional lighting, noise, and traffic which can be incompatible with neighborhoods. However, any development on the site shall be required to conform to the County's performance standards outlined in Chapter Four of the Development Standards and

Regulations. These performance standards are required to ensure compatibility with the surrounding properties, which include building orientation, building materials, adequate parking, landscaping at the right-of-way, landscaping in the parking area, and drainage improvements. Furthermore, a six-foot high screening fence and a fifteen-foot buffer planted with two trees per eighty linear feet will be required on the north, northwest, and east property lines, if the property is developed with commercial uses. Installation of lighting must be designed to shield direct rays from adjoining properties, and access to the site will be taken from East Colfax Avenue. Dimensional requirements such as front, rear, and side setbacks will limit the scale of development, ensuring consistency with the surrounding commercial and residential areas.

Staff Recommendations:

Based upon the application, the criteria for approval for rezoning, and a recent site visit, staff recommends Approval of this request with 4 findings-of-fact.

Planning Commission (PC) Update:

The Planning Commission considered the proposed rezoning during a public hearing on April 26, 2018. At the hearing, the Planning Commission asked staff and the applicant to confirm if there is adequate public infrastructure such as water, sewer, and gas to support the intended development of the site. The applicant informed the PC that there are water, sewer and gas lines in proximity to the site that will be extended to the site. The PC also inquired if there are potential intense uses that could be allowed with the proposed rezoning, staff informed the PC that the intense uses in the proposed C-4 district requires a conditional use permit which will be reviewed through a public hearing by the PC and the BoCC.

The Planning Commission voted unanimously (6-0) to recommend approval of the rezoning to the Board of County Commissioners.

RECOMMENDED FINDINGS OF FACT REZONING

1. The Zoning Map amendment is consistent with the Adams County Comprehensive Plan.
2. The Zoning Map amendment is consistent with the purposes of these standards and regulations.
3. The Zoning Map amendment will comply with the requirements of these standards and regulations
4. The Zoning Map amendment is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.

CITIZEN COMMENTS

Notifications Sent	Comments Received
62	0

Property owners within eight hundred (800) feet of the property were notified of the subject request. As of writing this report, staff has not received any comments in regards to this application.

The applicant also held a neighborhood meeting on December 12, 2017. Seven citizens attended the meeting; however, two were the current property owners. According to the applicant, the attendees did not express opposition to the proposed rezoning. However, attendees were interested in discussing the intended commercial retail development and specific site improvements.

COUNTY AGENCY COMMENTS

Staff reviewed the request and had no concerns with the proposed rezoning. Staff noted that if the request is approved, the applicant shall be required to apply for a minor subdivision and construction plan review, including a traffic impact study and drainage analysis.

REFERRAL AGENCY COMMENTS

Responding with Concerns:

Intermountain Rural Electric Association

Responding without Concerns:

Colorado Department of Transportation

Strasburg Fire Protection District

Tri County Health Department

Xcel Energy

Notified but not Responding / Considered a Favorable Response:

Century Link

High Five Plains Foundation

Strasburg Parks and Recreation District

Strasburg School District 31J

Strasburg Water and Sanitation

Comcast



LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections
- Zoning Districts**
- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Airport Noise Overlay

Dollar General Rezoning

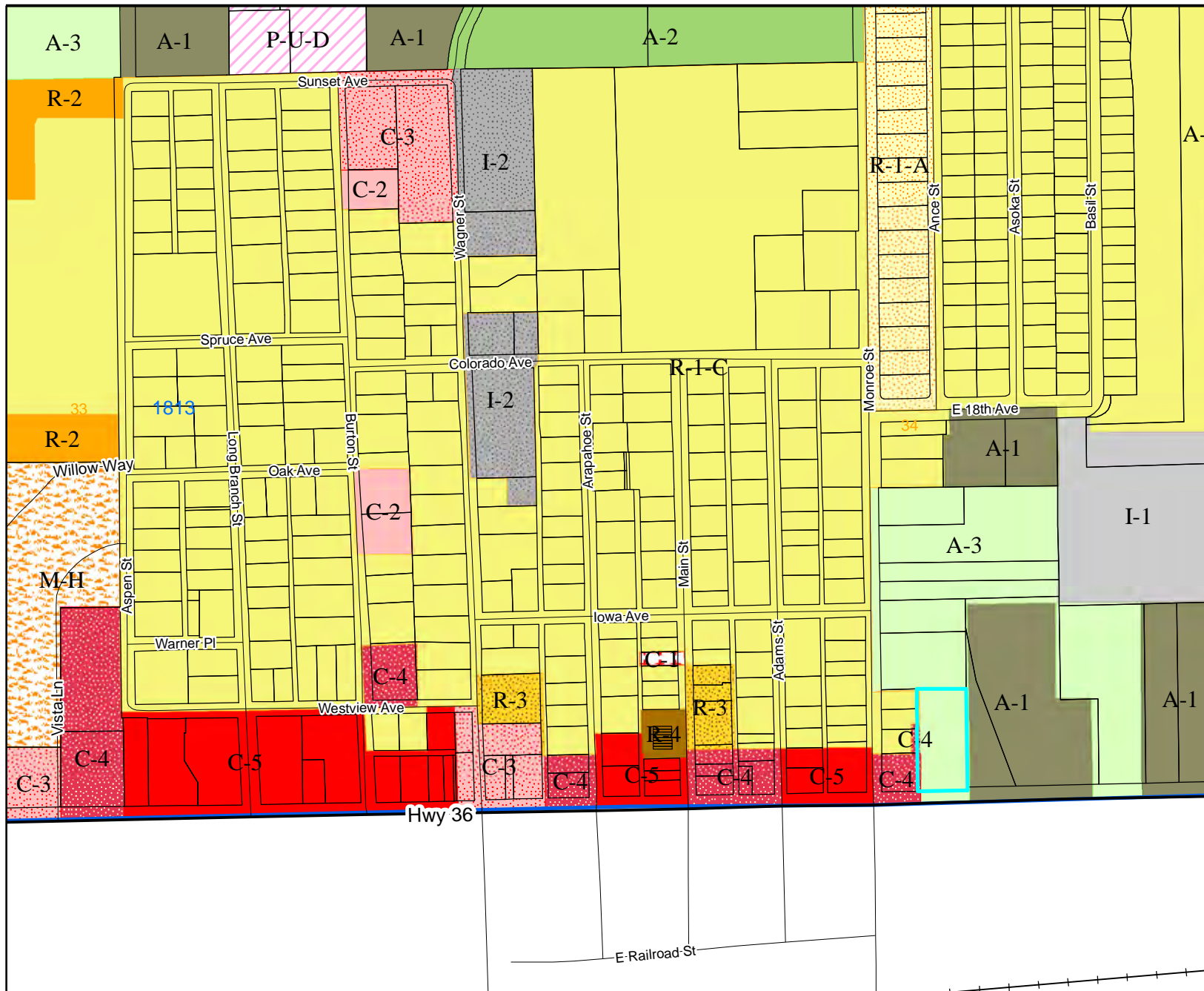
RCU2018-00002



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- Railroad
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Dollar General Rezoning

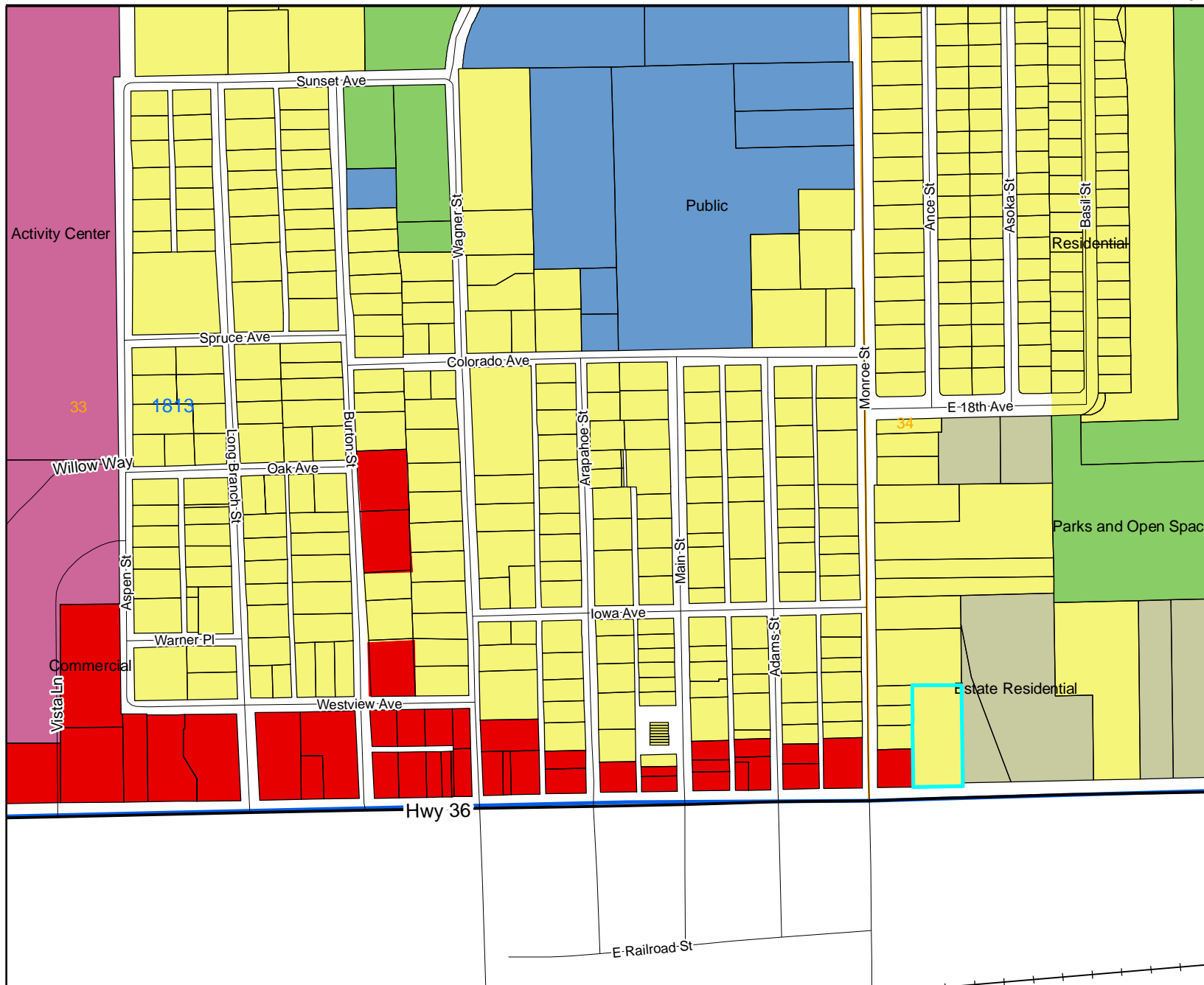
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LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
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Dollar General Rezoning

RCU2018-00002



For display purposes only.



LEGEND

- ★ Special Zoning Conditions
- 3 Section Numbers
- Railroad
- Major Water
- Zoning Line
- Sections
- Zoning Districts**
 - A-1
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Dollar General Rezoning

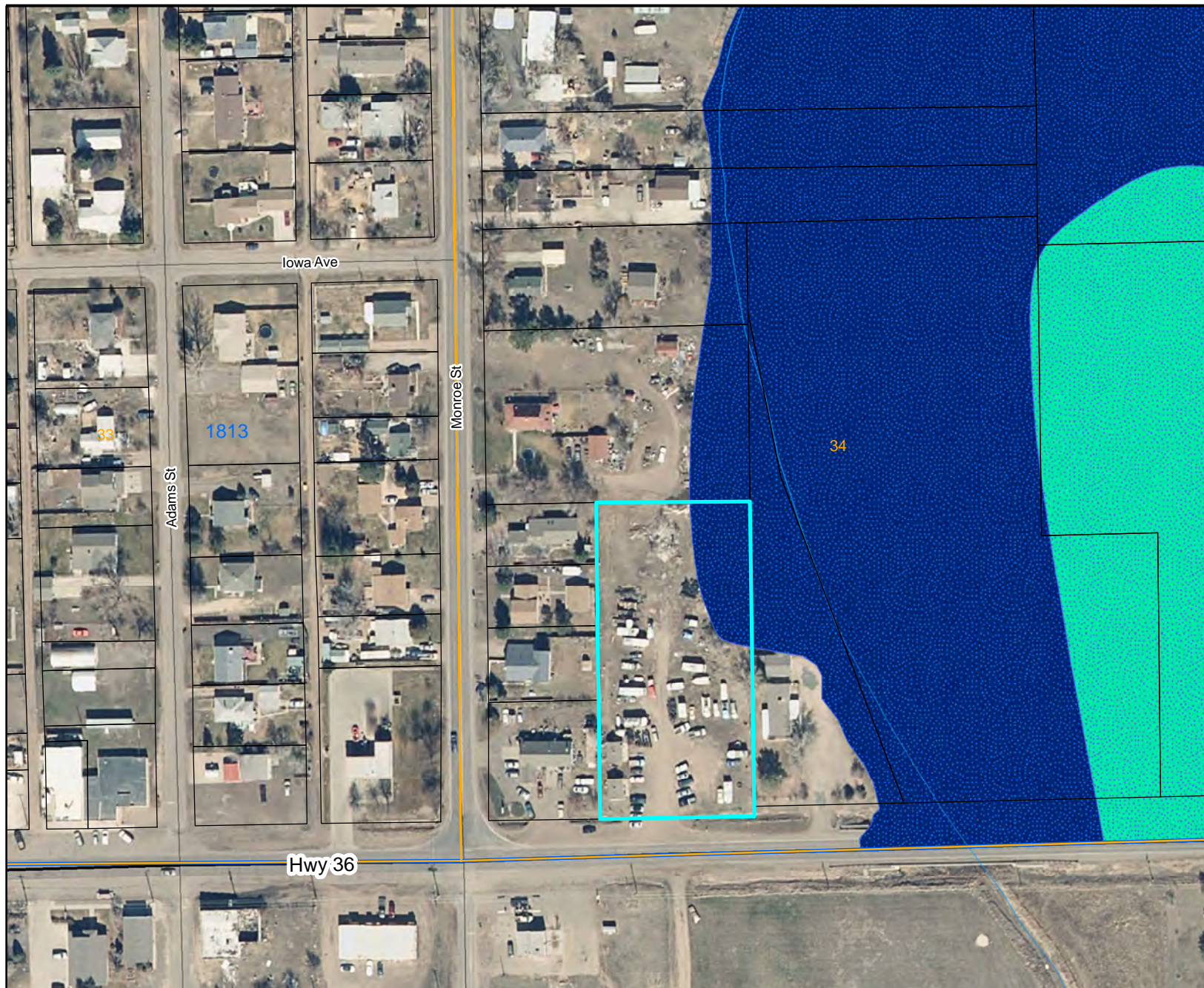
RCU2018-00002



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



Legend

- +— Railroad
- Major Water
- Zoning Line
- ▭ Sections
- 100 Year Floodplain
- 100 Year Floodway
- 500 Year Floodplain

Case Name Dollar General

Case Number RCU2018-00002



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

Dollar General Strasburg, Colorado Written Explanation

Vaquero Strasburg Partners, LP would like to propose a Dollar General site on 1.4046 acres at 56951 E. Colfax Avenue, Strasburg, Colorado. The current site consists of two vacated homes and is currently zone Agricultural-3 District (A-3). The site is surrounded by the following uses starting from the southwest corner going clockwise; C-4 (Car Shop), R-1-C (Residential Home), R-1-C (Residential Home), R-1-C (Residential Home), A-2 (Farm), A-1 (Vacant). The site will need to be rezoned for the use proposed.

The proposed freestanding Dollar General store will be a 9,100-square foot metal building with 39 parking spaces and one access point off Colfax Avenue. This site will be serviced by Intermountain Rural Electric for electrical service and Strasburg Sanitation and Water District for water and sewer services. Storm water will be routed to a detention pond on the rear side of the property. The building will have a dry sprinkler system and a fire alarm system. Hours of operation for Dollar General are 8AM- 10PM Sunday through Saturday (seven days a week), deliveries are made once a week during business hours. Architectural features of the building will include masonry on all four sides in a neutral color scheme. Dumpster will be enclosed in a 6' high wooden enclosure with a wooden gate.

LEGEND

- NEW PROPERTY LINE
- EXISTING PROPERTY LINE
- EXISTING BUILDING SET-BACK LINE
- GAS EXISTING UNDERGROUND GAS LINE
- GAS NEW UNDERGROUND GAS LINE
- UGT EXISTING UNDERGROUND TELEPHONE
- UGT NEW UNDERGROUND TELEPHONE
- F EXISTING UNDERGROUND FIBER
- OHE EXISTING OVERHEAD ELECTRICAL
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- UGE NEW UNDERGROUND ELECTRICAL
- W EXISTING WATER SERVICE
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- EXISTING WATER VALVE
- NEW WATER VALVE / CURB STOP
- EXISTING YARD HYDRANT
- EXISTING TELEPHONE RISER BOX
- EXISTING PROPERTY PIN

SITE DATA SUMMARY CHART

NO. OF LOTS	1
LAND USE DESIGNATION	COMMERCIAL
PROPOSED ZONING	NEIGHBORHOOD COMMERCIAL
PROPOSED USE	RETAIL (DOLLAR GENERAL STORE)
NET ACREAGE	1.405 ACRES OR 61,184 SQ. FT.
PROPOSED BLDG. AREAS	9,100 SQ. FT.
PROPOSED BLDG. HEIGHT	20'-6"
PROVIDED PARKING	46
PERCENTAGE OF SITE COVERAGE	14.87%
IMPERVIOUS COVERAGE	25,700 SQ. FT. OR 42.00%
OPEN SPACES / LANDSCAPE AREA	26,384 SQ. FT. OR 43.13%
CONSTRUCTION TYPE	IBC TYPE "II-B"
BUILDING OCCUPANCY	IBC GROUP "M" (NO HIGH PILED STORAGE, PER 2000-IPC 2392, NO STORAGE ABOVE 12' & NO HAZARDOUS COMMODITIES ABOVE 6')

Parcel Line Table		
Line #	Length	Direction
L1	349.68	N0° 41' 50.66"W
L2	175.10	N88° 39' 30.00"E
L3	349.68	S0° 39' 35.00"E
L4	174.87	S88° 39' 30.00"W

Control Data				
Point #	Description	Northing	Easting	Elevation
1	PROP-PIN	10352.51	10120.86	5377.47
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4	PROP-PIN	10002.89	10125.12	5378.81
5	PROP-PIN	10128.02	10123.49	5378.26

DOLLAR GENERAL STORE DEVELOPMENT PLANS

1.405 "NET" ACRES OF LAND IN THE
LAND DEVELOPMENT CONSULTANTS, LLC, ABSTRACT NO.
TOWN OF STRASBURG, ADAMS COUNTY, COLORADO 56951

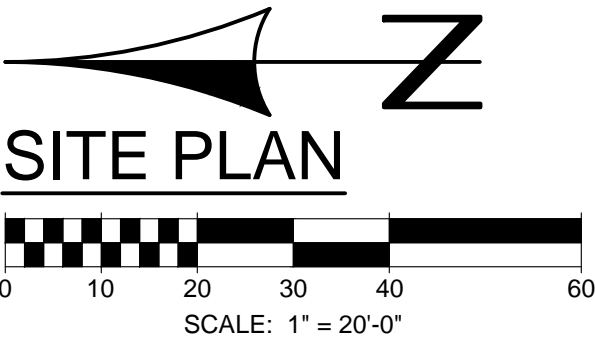
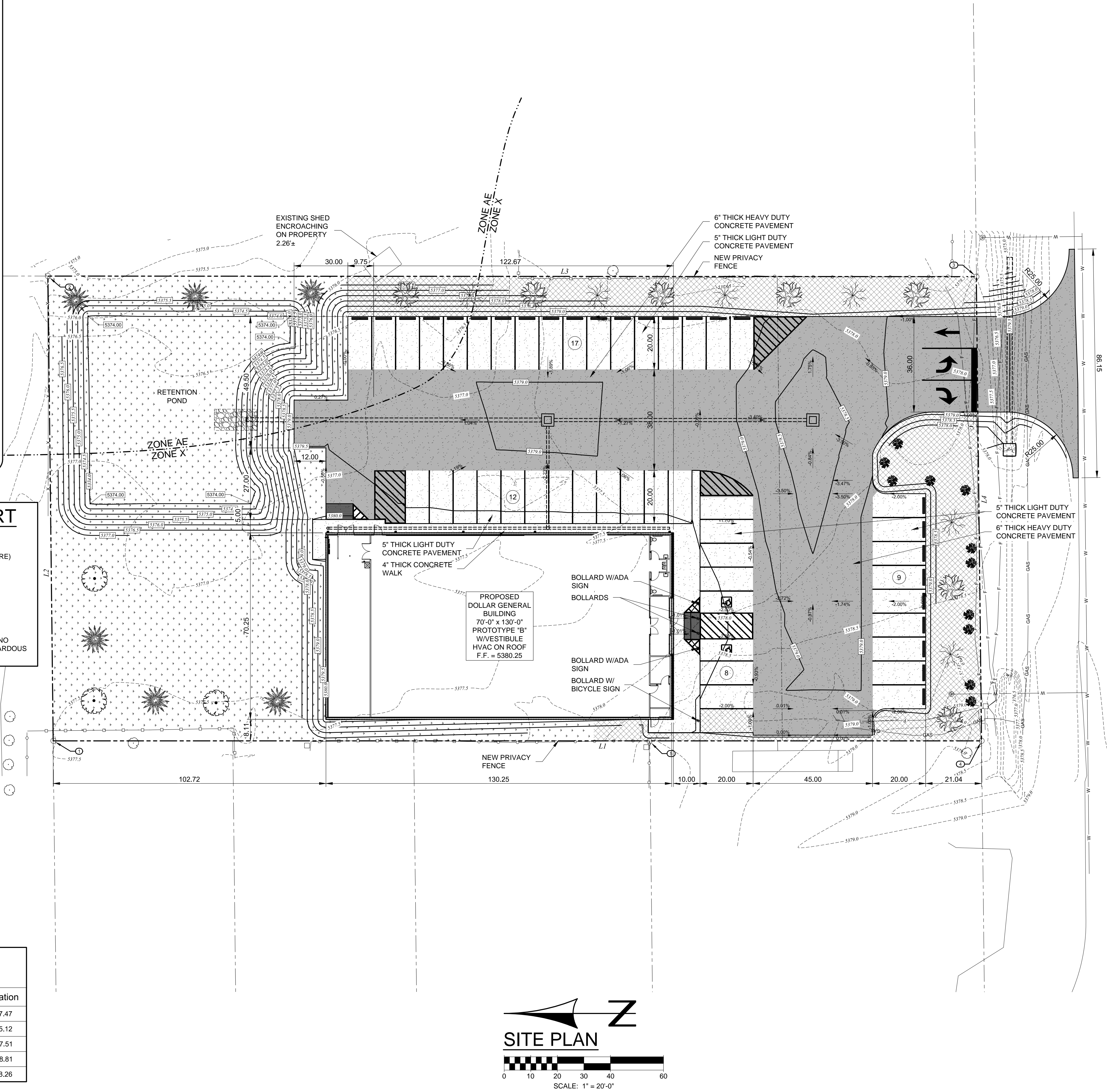








Exhibit 4.1 Referral Comments
(Strasburg Fire)

From: [Patrick Conroy](#)
To: [Gerri Ventura](#); [Libbie Adams](#)
Cc: [Frank Fields](#)
Subject: Re: Request for Comments - Dollar General Rezoning (RCU2018-00002)
Date: Friday, January 19, 2018 4:38:46 PM
Attachments: [image.png](#)
[image.png](#)
[image.png](#)
[image.png](#)

With respect to the Request for Comments on the Dollar General Rezoning Project (RCU2018-002) the Strasburg Fire Protection District has nothing to add at this time. Thank you.

Patrick Conroy
ICC Certified Building Official
ICC Certified Fire Marshal
Colorado Fire Plans Examiner
Fire Marshal
Strasburg Fire Protection District
Station: 303-622-4444   
Cell: 720-775-8515   

On Thu, Jan 18, 2018 at 12:54 PM, Gerri Ventura <gventura@svfd8.org> wrote:

Hard copy is in the District office if needed.

----- Forwarded message -----

From: **Libbie Adams** <LAdams@adcogov.org>

Date: Thu, Jan 18, 2018 at 12:42 PM

Subject: Request for Comments - Dollar General Rezoning (RCU2018-00002)

To: Libbie Adams <LAdams@adcogov.org>

Good afternoon,

Please find the attached Request for Comments for the Dollar General Rezoning at 56951 E Colfax Avenue. The applicant is requesting to rezone from Agriculture-3 to commercial. Forward any comments you may have on to me by **Monday, February 12, 2018**. Let me know if you have any questions regarding this case. Hope you're having a wonderful week so far!

Sincerely,

Libbie Adams



Libbie Adams, AICP

Planner I, *Community and Economic Development*

ADAMS COUNTY, COLORADO

4430 South Adams County Pkwy, Suite W2000A

Brighton, CO 80601

O: [720.523.6855](tel:720.523.6855) | ladams@adcogov.org

www.adcogov.org

--

Gerri Ventura

District Clerk, Strasburg Fire Protection District #8

P.O. Box 911

56281 E. Colfax Avenue

Strasburg, CO 80136-0911

[303-622-4444](tel:303-622-4444) option 1

gventura@svfd8.org

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Patrick Conroy
ICC Certified Building Official
ICC Certified Fire Marshal
Colorado Fire Plans Examiner
Fire Marshal
Strasburg Fire Protection District
Station: 303-622-4444   
Cell: 720-775-8515  



Exhibit 4.2 Referral Comments
(Intermountain Rural Electric Association)

*Brooks Kaufman
Lands and Rights of Way Director*

February 9, 2018

Libbie Adams
Adams County
Department of Planning & Development
4430 South Adams County Pkwy
1st Floor Suite W200A
Brighton, CO 80601-8216

Re: DOLLAR GENERAL REZONING
Case No.: RCU2018-00002

Dear Ms. Adams

The Association has reviewed the contents in the above-referenced referral response packet. We reviewed the project for maintaining our existing facilities, utility easements, electric loading, and service requirements. We are advising you of the following concerns and comments:

The Association approves of the rezoning. To assist the applicant prior to site approval, the Association will require the following comments to be addressed as shown on the markup of the proposed Site Development Plan and transformer clearances.

1. Fifteen-foot (15') utility easement along the frontage to Colfax Ave.
2. Ten-foot (10') utility easement along the remaining boundaries of the parcel.
3. The Association has strong concern in regards to a potential screening of the electrical equipment; we ask that the underground transformer location be shown and use the provided clearance requirements.

Sincerely,
Brooks Kaufman
Lands and Rights-of-Way Director

INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION

5496 N. U.S. Highway 85, P.O. Drawer A / Sedalia, Colorado 80135
Telephone (720)733-5493
bkaufman@irea.coop

LEGEND

- NEW PROPERTY LINE
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Parcel Line Table

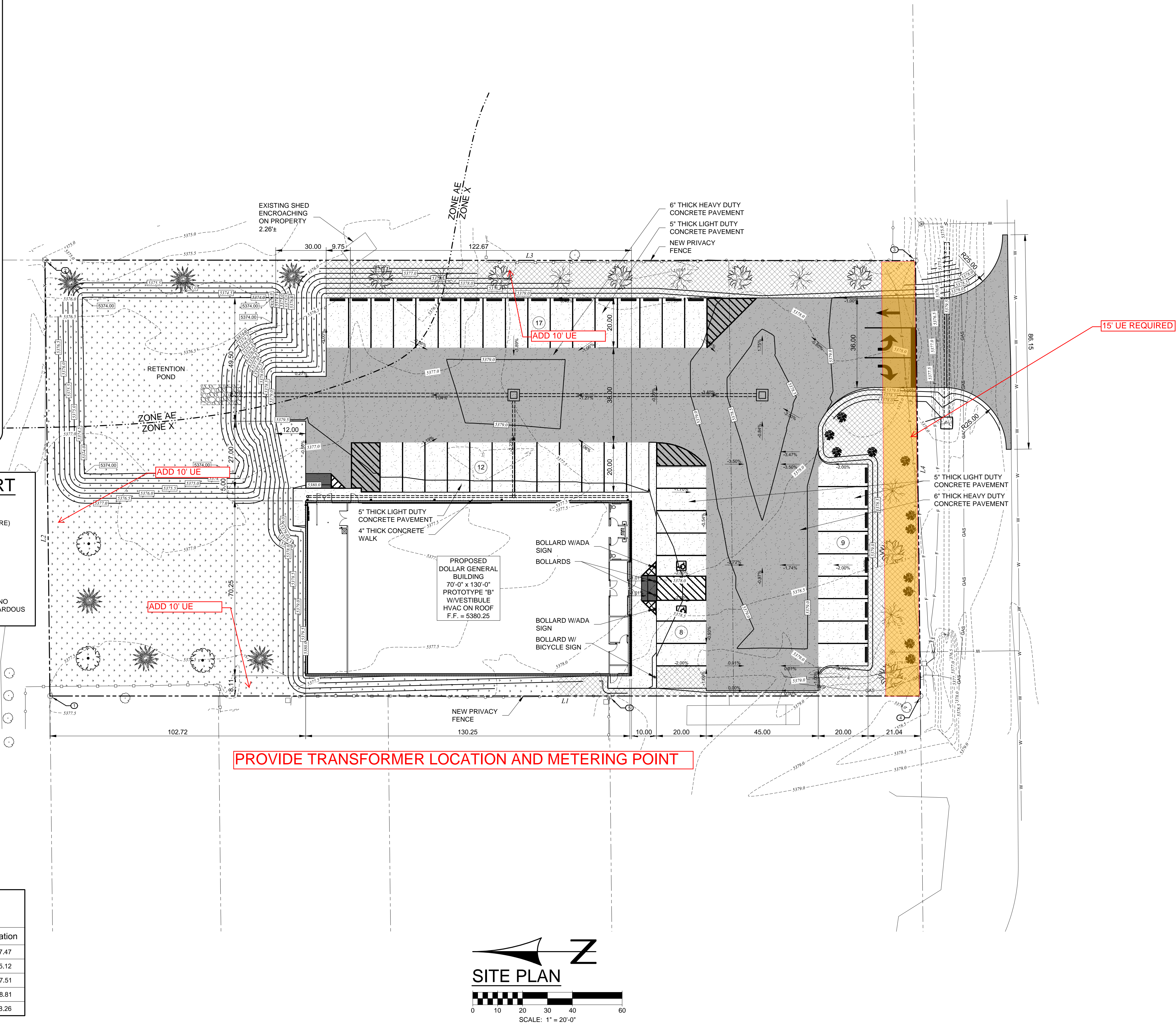
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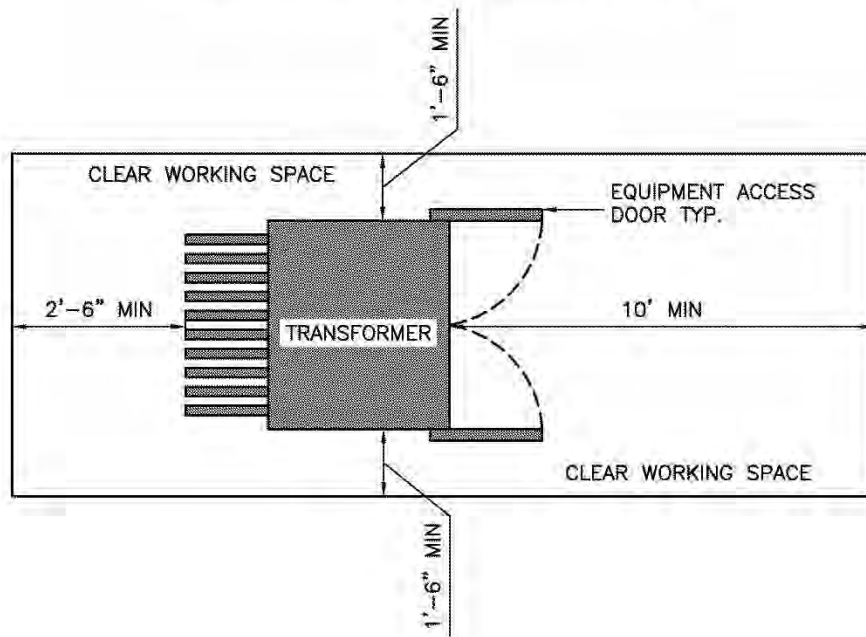
DOLLAR GENERAL STORE DEVELOPMENT PLANS

1.405 "NET" ACRES OF LAND IN THE
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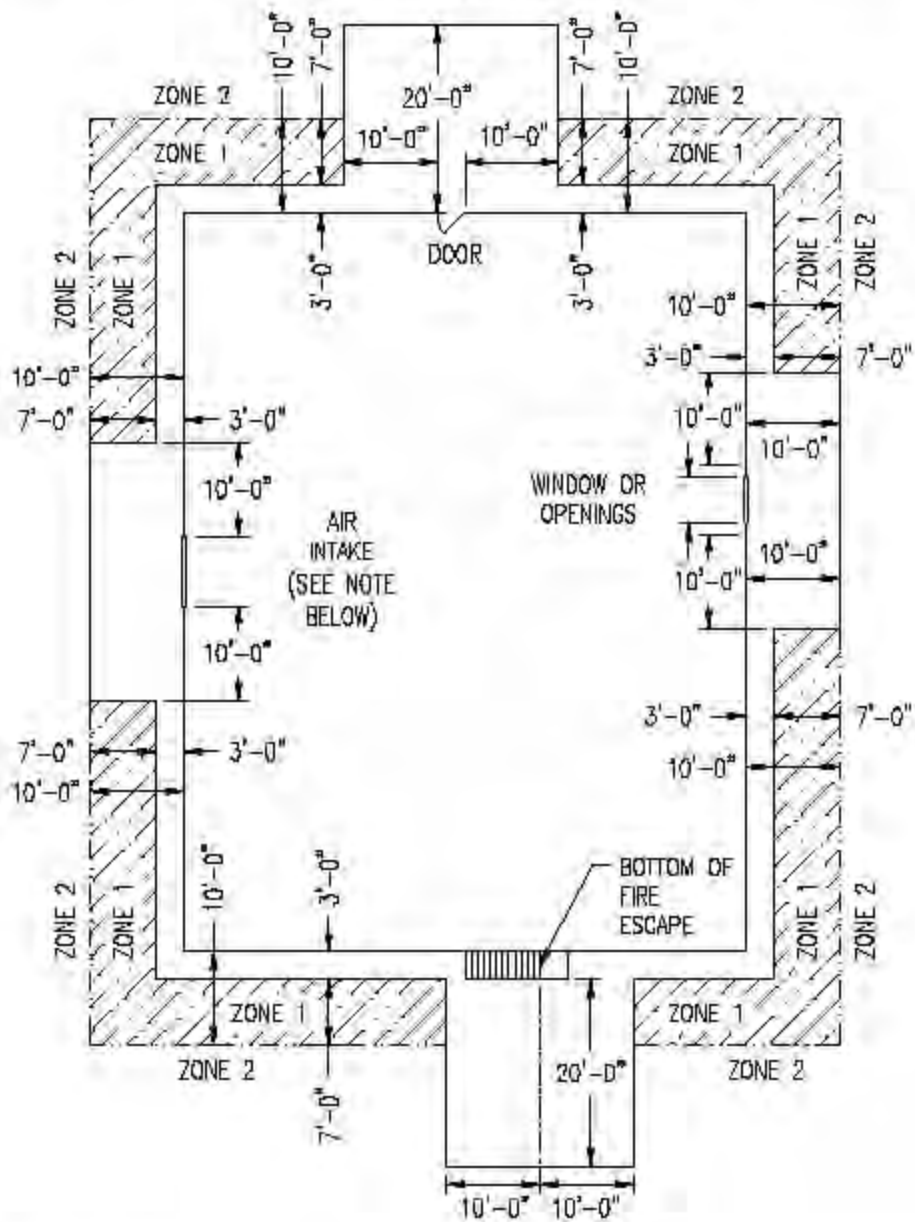


- Three-phase pad mount equipment with cooling fins shall have a clear working space minimum of one foot-6 inches (1'-6") on the sides and 2 feet-6 inches (2'-6") on the rear of the equipment, and 10 feet (10'-0") in front of the equipment.

PLAN VIEW OF PAD MOUNTED THREE-PHASE
TRANSFORMER CLEAR WORKING SPACE



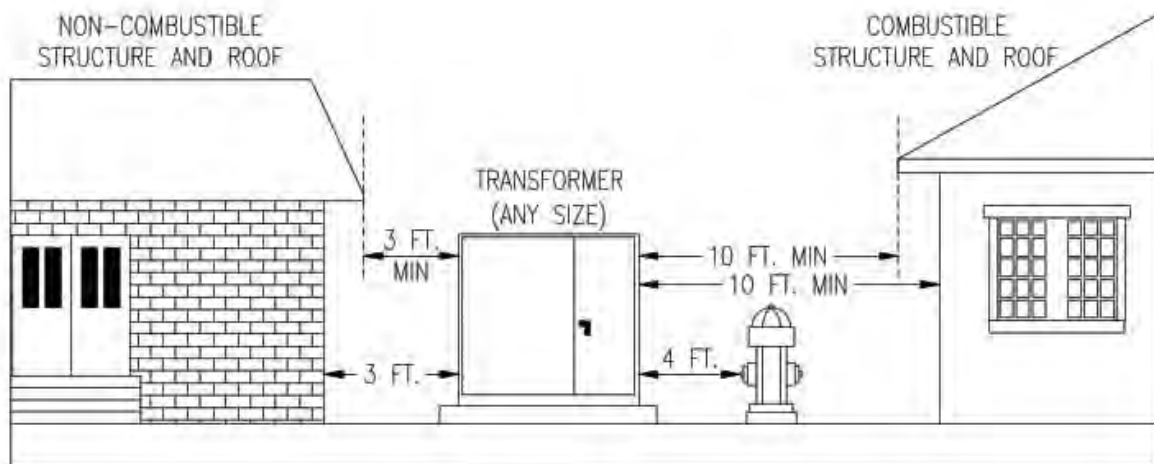
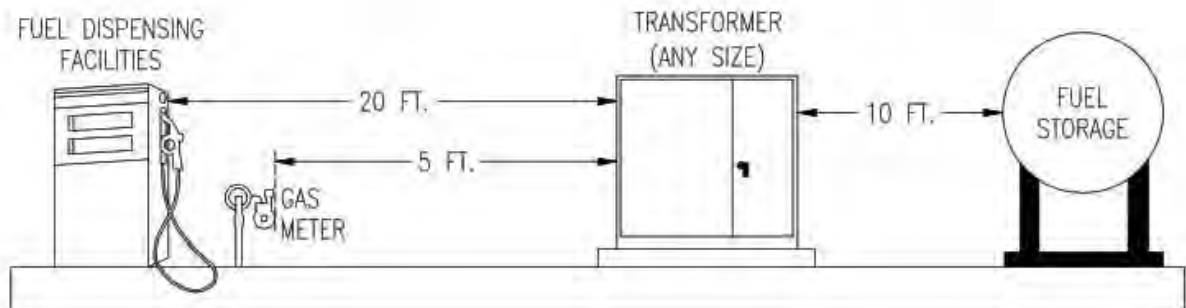
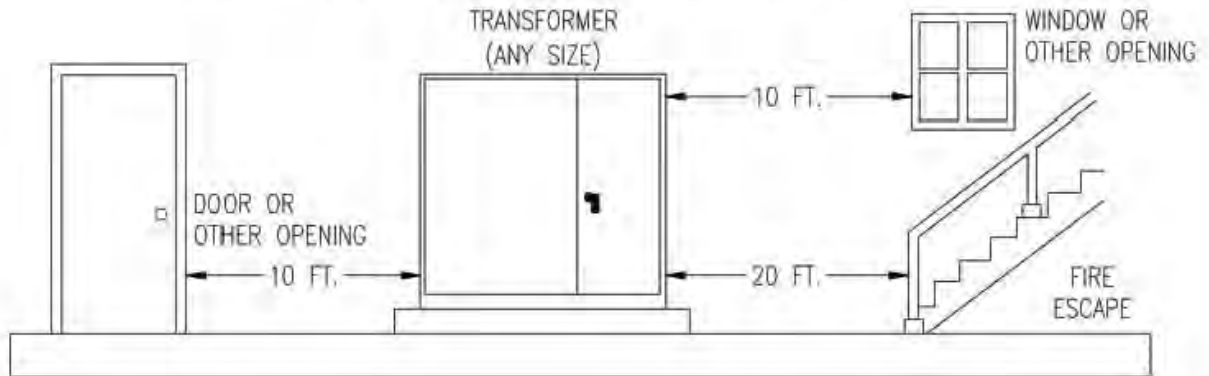
PAD-MOUNTED TRANSFORMER LOCATION MAP AND MINIMUM CLEARANCES



Notes:

Zone 1 (Shaded Area) = Minimum distance for pad-mounted transformer from a non-combustible building.
 Zone 2 = Minimum distance for pad-mounted transformers from a combustible building.
 Air intake clearance must be a minimum of 25 feet diagonal from transformer (not shown) additional clearances on page 67.

MINIMUM DISTANCES FOR PAD-MOUNT TRANSFORMERS



NOTE: THE MINIMUM SEPARATION DISTANCES SHOWN MAY NOT MEET INSURANCE PROPERTY LOSS PREVENTION REQUIREMENTS. BUILDER/DEVELOPER IS RESPONSIBLE FOR CONFIRMING THESE MINIMUM SEPARATION DISTANCES AND INFORMING IEA ENGINEERING PRIOR TO CONSTRUCTION IF ADDITIONAL CLEARANCES ARE NEEDED.

Exhibit 4.3 Referral Comments
(CDOT)

From: [Loeffler - CDOT, Steven](#)
To: [Libbie Adams](#)
Cc: [Marilyn Cross](#)
Subject: RCU2018-00002, Dollar General Rezoning
Date: Tuesday, February 13, 2018 8:56:54 AM

Libbie,

We have reviewed the referral named above requesting a rezoning of property located at 56951 E. Colfax. Ave. from Agriculture-3 to Commercial and have no objections. We do have additional comments applicable to the development:

- A new State Highway Access permit will be needed for access to State Highway 36. The site plan incorrectly shows this as Highway 2. Contact for this permit is Steve Loeffler who can be reached at steven.loeffler@state.co.us or 303-757-9891. We will want to review a traffic letter with the permit request.
- Any work in the Right-of-Way will require a permit from our office. This includes, but is not limited to survey, utility, or landscaping work. Contact for this type of permit is Robert Williams who can be reached at robert.williams@state.co.us or 303-916-3542
- We will want to review the drainage report to ensure there will be no negative impact to State Highway 36.
- Any signing on this property that will be visible to State highway 36 must be on-premise in nature and only advertise goods or services that are available on that property and must comply with any other applicable rules governing outdoor advertising in Colorado per **2 CCR 601-3**

Thank you for the opportunity to review this referral.

Steve Loeffler
Permits Unit



P 303.757.9891 | F 303.757.9886
2000 S Holly Street, Denver, CO 80222
steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org

As of April 20, 2018 I will be moving to a new office located at 2829 W. Howard Pl., Denver, CO 80204

From: [Cross - CDOT, Marilyn](#)
To: [Libbie Adams](#)
Cc: [Loeffler - CDOT, Steven](#)
Subject: Re: RCU2018-00002, Dollar General Rezoning
Date: Wednesday, February 14, 2018 9:04:24 AM

Thank you for the drainage report. I have referred out the report to our hydraulics engineers. We do have the access permit application for this project and we are processing it.

Marilyn Cross, AICP
Access Manager
Permits Unit



P 303.512.4266 | C 303-514-5992 | F 303.757.9886
2000 S Holly, Denver, CO 80222
marilyn.cross@state.co.us | [Link to Access Permits](#) | www.codot.gov



On Wed, Feb 14, 2018 at 8:13 AM, Libbie Adams <LAdams@adcogov.org> wrote:

Hi Steve,

In regards to your comment, I wanted to email you a copy of their drainage study submitted with the rezoning application. Let me know if you have any comments on the report.

Thanks,

Libbie

From: Loeffler - CDOT, Steven [mailto:steven.loeffler@state.co.us]
Sent: Tuesday, February 13, 2018 8:56 AM
To: Libbie Adams
Cc: Marilyn Cross
Subject: RCU2018-00002, Dollar General Rezoning



February 9, 2018

Libbie Adams
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: RCU2018-00002, Dollar General Rezoning
TCHD Case No. 4761

Dear Ms. Adams,

Thank you for the opportunity to review and comment on the Rezoning request from Agricultural-3 to Commercial for the Dollar General located at 56951 E Colfax Ave. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD has the following comments.

Fugitive Dust – Building Demolition

Exposure to air pollution is associated with a number of health problems including asthma, lung cancer, and heart disease. The Colorado Department of Public Health and Environment Air Pollution Control Division (APCD) regulates air emissions. The application indicates that the existing building on the site will be demolished. State air quality regulations require that precautions be taken prior to demolition of buildings to evaluate the presence of asbestos fibers that may present a health risk. If asbestos is present, actions must be taken to prevent their release into the environment. State regulations also address control of ozone depleting compounds (chlorofluorocarbons) that may be contained in air conditioning or refrigerating equipment. The applicant shall contact the APCD at (303) 692-3100 for more information. Additional information is available at <http://www.cdphe.state.co.us/ap/asbestos>.

Vector Control – Building Demolition

Rodents such as mice and rats carry diseases which can be spread to humans through contact with rodents, rodent feces, urine, saliva, or through rodent bites. For example, Hantavirus Pulmonary Syndrome (HPS), a rare but potentially lethal viral infection, can be found in the droppings and urine of rodents commonly found in southwestern United States. When buildings are demolished, rodents can spread to surrounding properties and increase the risk of vector exposure to humans. The applicant should plan for vectors and eliminate any known infestations prior to demolition. Information on rodent control can be found at <http://www.tchd.org/400/Rodent-Control>.

Mosquito Control - Stormwater Facilities

The site plan indicates that a retention pond is proposed. Retention ponds can become

sites for mosquito breeding. To reduce the potential for human exposures to West Nile and other mosquito-borne viruses, TCHD recommends that the applicant prepare a mosquito control plan. Elements of the plan should include proper design, construction and regular inspection and maintenance of stormwater quality facilities, and mosquito larvaciding if the insects become a problem. The applicant may submit the mosquito control plan to TCHD for review. More information is available here <http://www.tchd.org/276/Mosquitoes-West-Nile-Virus>. A guidance document is attached.

Please feel free to contact me at 720-200-1585 or aheinrich@tchd.org if you have any questions on TCHD's comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Annemarie Heinrich".

Annemarie Heinrich, MPH/MURP
Land Use and Built Environment Specialist

cc: Sheila Lynch, Steve Chevalier, TCHD

**Tri-County Health Department
Guidance for Preparation of
Mosquito Control Plan**

A Mosquito Control Plan should contain the following elements:

1. Designation of a management entity

This is the entity with authority/responsibility for implementing the plan. Typically, this will be a Special District or a Homeowners Association. If this is the case, the applicant shall submit a copy of the organizational Service Plan, by-laws or other legal document providing the authority for mosquito control. If the entity is the developer, this should be noted.

2. Funding mechanism

A method needs to be put in place to finance the program. This could be a commitment for the Service District, HOA or developer to include adequate funds for the activities as part of its annual budgeting process, or a plan by the District or HOA to assess an annual fee on residents in the subject service area, or to fund the program in some other way, per its legal authority as noted in #1.

3. Activities that will be undertaken to prevent mosquito breeding conditions

This section places emphasis on the proper design, construction, operation and maintenance of stormwater facilities to prevent mosquitoes from breeding. In most instances, it is nothing different than is already required by the County and Volume 3 of the Urban Drainage and Flood Control District's (UDFCD) Urban Storm Drainage Criteria Manual for flood control and stormwater quality. The literature on this subject, supported by local field experience, suggests that if stormwater facilities are well-designed, built to specification, and regularly inspected and maintained to meet operating standards, stormwater facilities that are designed to completely drain in 72 hours or less are likely to do so and to prevent mosquito breeding conditions.

The likelihood or extent of mosquito breeding can also be reduced through the proper design, construction and inspection/maintenance of retention ponds or constructed wetlands that are intended to hold permanent water pools.

We have found that at the time of construction of stormwater facilities, there is often little thought given to continuity of maintenance. Requiring the applicant to think through the tasks that need to be accomplished from design through operation, who will be responsible for tasks in each phase, and a schedule for their accomplishment increases the probability that these tasks will be completed.

Ideally, before getting to this point, the applicant will have considered stormwater facility options that do not rely on extended retention or detention of stormwater without flushing over a period of 2-3 days; e.g. grass swales, porous pavements, landscape detention, reducing directly connecting impervious areas to increase infiltration. This would be coordinated through and in compliance with the requirements of the County's Engineering and/or Stormwater sections.

Suggested elements in this section include the following:

- Design review – Qualified personnel review construction plans and conduct field investigation to ensure construction per specifications of UDFCD Volume 3 and County criteria.
- Operation and maintenance activities:
This should identify who will conduct these activities (e.g., staff or contractor), and a schedule or trigger point for doing each task. Again, the UDFCD's Vol. 3 contains minimum operation and maintenance activities. If staff are to be used, this section should note if they will need training and how they will receive it.
- Regular inspections:
Facilities that are found to retain water should be inspected regularly to ensure that no mosquito larvae are present. Facilities should be inspected once a week beginning in April and continuing through September.
- Larvacide program:
Even if inspections do not reveal larvae, a larvaciding program should be established as a preventive measure at the same time that the inspection program begins (generally May) and continue through September. Some mosquitoes lay their eggs in mud, and when rain falls later, they can hatch and present a problem. Larvacide should be applied at the recommended rate and frequency specified by the product manufacturer. Mosquito control products can be found by doing a search on the internet.
Natural control of mosquito larva can be very effective is done properly. Consult the Colorado Department of Wildlife, Fisheries Division, for consultation on proper stocking of ponds with fish that will effectively control mosquito larvae.

For Technical Assistance - Contact Monte Deatrich, Tri-County Health Department's mosquito control specialist, if you have any questions about any elements of the mosquito control program. Mr. Deatrich is in Tri-County's Commerce City office; he can be reached by phone at (303) 439-5902, or by e-mail at mdeatric@tchd.org.



Right of Way & Permits
1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

January 31, 2018

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Libbie Adams

Re: Dollar General Rezoning, Case # RCU2018-00002

Public Service Company of Colorado's Right of Way & Permits Referral Desk has reviewed the documentation for **Dollar General Rezoning** and has **no apparent conflict**.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

Request for Comments

Case Name: Dollar General Rezoning
Project Number: RCU2018-00002

January 22, 2018

Adams County Community and Economic Development Department is requesting comments on the following request:

Rezoning from Agriculture-3 to Commerical.

This request is located at **56951 E Colfax Ave**
The Assessor's Parcel Number is **0181334300009**
Legal Description is **SECT, TWN, RNG: 34-3-62 DESC: COM AT A PT 155 FT E OF SW COR
SEC 34 TH E 175 FT TH N 379/5 FT TH W 175 FT TH S 379/5 FT TO BEG 1/40A**

You were notified with this request because your property is within 800 feet of the site listed above.

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 or by phone at 720.523.6855 by **Monday, February 12, 2018** so that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim, please send your response by way of email to LAdams@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information. This referral can also be found online at <https://www.adcogov.org/planning/currentcases>.

Thank you for your review of this case.

Libbie Adams
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Jan Pawlowski
DISTRICT 5



Public Hearing Notice

Case Name: Dollar General/Vaquero Strasburg Partners, LP
Project Number: RCU2018-00002
Planning Commission Hearing Date: Thursday, April 26, 2018 at 6:00 pm
Board of County Commissioners Hearing Date: Tuesday, May 15, 2018 at 9:30 am

March 29, 2018

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request: **rezone an approximately 1.6 acre tract from Agricultural 3 (A-3) zone district to Commercial 4 (C-4) zone district.**

This request is located at **56951 East Colfax Avenue**

The Assessor's Parcel Number is **0181334300009**

Legal Description: **A tract in the Southwest Quarter of Section 34, Township 3 South, Range 62 West, described as:
Commencing at a point 155 feet East of the Southwest corner of said Section;**

Thence East 175 feet,

Thence North 379.5 feet,

Thence West 175 feet;

Thence South 379.5 feet to the Point of Beginning,

EXCEPT any portion thereof lying within existing County Roads, County of Adams, State of Colorado.

Owner Information: John and Rae Lynne Hicks
PO Box 799
Strasburg, CO 80136

The hearing will be held in the Public Hearing Room located at the Adams County Government Center 4430 South Adams County Parkway, Brighton, CO 80601-8216. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at this hearing is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at 720-523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date. If you should have any comments on this case, please feel free to contact me at 720.523.6858. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Julie Wyatt

Case Manager

PUBLICATION REQUEST

Dollar General/Vaquero Strasburg Partners, LP Rezoning

Case Number: RCU2018-00002

Planning Commission Hearing Date: April 26, 2018 at 6:00 pm

Board of County Commissioners Hearing Date: May 15, 2018 at 9:30 am

Request: To rezone an approximately 1.6 acre tract from Agricultural 3 (A-3) zone district to Commercial 4 (C-4) zone district.

Location: **56951 East Colfax Avenue**

Parcel Number(s): **0181334300009**

Case Manager: Julie Wyatt

Applicant: Kelly Agnor with Vaquero Ventures

Owner: John and Rae Lynne Hicks
PO Box 799
Strasburg, CO 80136

Legal Description: A tract in the Southwest Quarter of Section 34, Township 3 South, Range 62 West, described as:
Commencing at a point 155 feet East of the Southwest corner of said Section;
Thence East 175 feet,
Thence North 379.5 feet,
Thence West 175 feet;
Thence South 379.5 feet to the Point of Beginning,
EXCEPT any portion thereof lying within existing County Roads, County of Adams, State of Colorado.

Exhibit 6.4 Referral Agency Labels

Adams County Development Services - Building
Attn: Justin Blair
4430 S Adams County Pkwy
Brighton CO 80601

ENVIRONMENTAL ANALYST
Attn: Jen Rutter
PLN

Arapahoe County
5334 S. Prince Street
Littleton, CO 80120

HIGH FIVE PLAINS FOUNDATION
Attn: FRANK DOYLE - PRESIDENT
155 NCR 157
STRASBURG CO 80136

City of Aurora
15151 E. Alameda Parkway
Aurora, CO 80012

Intermountain Rural Electric Asso - IREA
Attn: Brooks Kaufman
PO Box Drawer A
5496 North US Hwy 85
Sedalia CO 80135

Parks and Open Space Department
Attn: Nathan Mosley
mpedrucci@adcogov.org
aclark@adcogov.org

Century Link, Inc
Attn: Brandyn Wiedreich
5325 Zuni St, Rm 728
Denver CO 80221

SHERIFF'S OFFICE: SO-HQ
Attn: MICHAEL McINTOSH
nblair@adcogov.org, aoverton@adcogov.org; mkaiser@adcog
snielson@adcogov.org

Code Compliance Supervisor
Attn: Eric Guenther
eguenther@adcogov.org

Sheriff's Office: SO-SUB
Attn: SCOTT MILLER
TFuller@adcogov.org, smiller@adcogov.org
aoverton@adcogov.org; mkaiser@adcogov.org

COMCAST
Attn: JOE LOWE
8490 N UMITILLA ST
FEDERAL HEIGHTS CO 80260

STRASBURG FIRE PROTECTION DIST #8
Attn: GERRI VENTURA
PO BOX 911
STRASBURG CO 80136

COUNTY ATTORNEY- Email
Attn: Christine Francescani
CFrancescani@adcogov.org

STRASBURG PARKS AND REC DIST.
Attn: Angie Graf
P.O. BOX 118
STRASBURG CO 80136

Engineering Department - ROW
Attn: Transportation Department
PWE - ROW

STRASBURG SCHOOL DISTRICT 31J
Attn: Monica Johnson
56729 E Colorado Ave
STRASBURG CO 80136

Engineering Division
Attn: Transportation Department
PWE

Strasburg Water & Sanitation Dist
Attn: Tracy Griffin
PO Box 596
Strasburg CO 80136

TRI-COUNTY HEALTH DEPARTMENT
Attn: MONTE DEATRICH
4201 E. 72ND AVENUE SUITE D
COMMERCE CITY CO 80022

TRI-COUNTY HEALTH DEPARTMENT
Attn: Sheila Lynch
6162 S WILLOW DR, SUITE 100
GREENWOOD VILLAGE CO 80111

Tri-County Health: Mail CHECK to Sheila Lynch
Attn: Tri-County Health
landuse@tchd.org

Xcel Energy
Attn: Donna George
1123 W 3rd Ave
DENVER CO 80223

ADAMS RITA AND
ADAMS JAMES R
1933 HARMONY DRIVE
FORT COLLINS CO 80525

BONDS JOHN G/ALICE J AND
BONDS CORY W
1575 ADAMS ST
STRASBURG CO 80136-7509

ALLEN JORDAN M
1645 ADAMS ST
STRASBURG CO 80136-7544

BONDS TOMMY G AND
BONDS CARRIE G
1562 MONROE ST
STRASBURG CO 80136

ARMBRUST DUSTIN L
1624 ADAMS ST
STRASBURG CO 80136

BONGARD KELLE R
1552 MONROE ST
STRASBURG CO 80136-7511

BAKER CATHY M
57030 E 18TH AVE
STRASBURG CO 80136-7805

BOON JOEL ANDREW
PO BOX 64
STRASBURG CO 80136

BARKMAN BERNDT SARAH
210 MCKINLEY DR
BENNETT CO 80102-8609

BOSTER REBECCA JC AND
BOSTER MATTHEW D
55331 E APACHE PL
STRASBURG CO 80136

BARNETT WANDA L AND
BARNETT DIANE M
1597 MONROE ST
STRASBURG CO 80136-7502

BOWERS SCOTT AND
BOWERS VIBIANA
1606 MAIN ST
STRASBURG CO 80136

BEAVERS ROBERT DEAN
14802 RIVERVIEW CT
FORT MYERS FL 33905-4726

BROYARD CAROL F
1545 MONROE ST
STRASBURG CO 80136-7502

BECKER MARVIN G AND
BECKER JANICE N
44109 CR 109
DEER TRAIL CO 80105

BYRNE HOPE C
13672 COLORADO BLVD 124-162
THORNTON CO 80602-6911

BENESCH CATHERINE R
1612 MONROE ST
STRASBURG CO 80136-7512

CHAMPLAIN KEVIN AND
CHAMPLAIN DARLA R
57181 E COLFAX AVE
STRASBURG CO 80136-8115

BENESCH JONATHAN P
1573 MONROE ST
STRASBURG CO 80136

CHAVARRIA LORENZO A AND
CHAVARRIA DONNA L
1565 ADAMS STREET
STRASBURG CO 80136

CHOWNING ERIC J
1664 ADAMS ST
STRASBURG CO 80136-7504

DOUGLAS BOBBY D/RICKI L
REVOCABLE TRUST THE
PO BOX 43
STRASBURG CO 80136-0043

CLAUSSEN DOUGLAS
PO BOX 829
STRASBURG CO 80136

ELLIS MARY E M
1562 MAIN ST
STRASBURG CO 80136

COBURN FRANK E AND
COBURN BERTHA A
1632 MONROE ST/BOX 625
STRASBURG CO 80136-7512

EXTREME CLEAN CAR WASH LLC
12095 ELM WAY
DENVER CO 80241-3231

COYOTE CREEK PROPERTY LLC
2775 RIO OSA STREET
BYERS CO 80103

GARCIA ANTHONY AND
SUAREZ NERCI
1599 ADAMS ST
STRASBURG CO 80136-7509

CRANDALL HOWARD J JR
PO BOX 357
STRASBURG CO 80136-0357

HART ERIC L
56990 E 18TH AVE
STRASBURG CO 80136-7850

CREGO ADAM
PO BOX 122
STRASBURG CO 80136-0122

HICKS JOHN E AND
HICKS RAE LYNNE
PO BOX 799
STRASBURG CO 80136

DAVIS SCOTT W
431 S COUNTY ROAD 173
BYERS CO 80103-9704

HOLCOMB ALLEN F AND
HOLCOMB DONNA JEAN
PO BOX 208
STRASBURG CO 80136-0208

DITTMER DEAN C
49215 E 88TH AVE
BENNETT CO 80102-9330

HOY MARCIA M
1722 MONROE ST
STRASBURG CO 80136-7516

DOBYNS RANDAL L AND
DOBYNS MARY C
1684 ADAMS ST
STRASBURG CO 80136-7543

HUNT GARY L
1516 MAIN ST
STRASBURG CO 80136-7507

DONAHUE WILLIAM J
690 E COLFAX AVE
BENNETT CO 80102-8812

JARAGOSKE DAUNINE
2974 S PONTIAC ST
DENVER CO 80224-2710

JARAGOSKE DAUNINE R
2974 S PONTIAC ST
DENVER CO 80224-2710

PEACHER MARILYN J
1644 ADAMS ST
STRASBURG CO 80136-7543

K & S FAMILY INDUSTRIES LLC
PO BOX 909
STRASBURG CO 80136-0909

POSTON ESTHER
PO BOX 203
STRASBURG CO 80136

KAMP LLC
PO BOX 208
STRASBURG CO 80136-0208

POWELL MICHELE M
56845 IOWA AVE
STRASBURG CO 80136-7515

KAMP LLC
PO BOX 208
STRASBURG CO 80136

RINCK BRIAN EUGENE
1587 MONROE ST
STRASBURG CO 80136-7502

KLEIN PATRICK THOMAS
PO BOX 281/1553 MONROE ST
STRASBURG CO 80136

SARON LUTHERAN CHURCH OF STRASBURG
PO BOX 964
STRASBURG CO 80136

L S STRASBURG LLC
PO BOX 1059
LIMON CO 80828-1059

SCHWARTZKOPF RONALD D AND
SCHWARTZKOPF CONNIE J
1633 MONROE ST
STRASBURG CO 80136-7501

LOWRY JENNY L AND
LOWRY WILLIAM R
11273 W 67TH AVE
ARVADA CO 80004-2555

SHERMAN CHARLIE AND
SHERMAN PAULINE
1683 MONROE ST
STRASBURG CO 80136

MATTHAEI MICHAEL AND
MATTHAEI ROBYN
704 ADAMS STREET
STRASBURG CO 80136

SMEAD BENJAMIN THOMAS AND
SMEAD CHARLA MELINDA
1723 MONROE ST
STRASBURG CO 80136-7500

NEIRA SHARON A
56775 IOWA AVE
STRASBURG CO 80136-7515

SMITH GARY L
1596 MAIN ST
STRASBURG CO 80136

PATTERSON JAMES AND
SPENCER ELIZA
1544 ADAMS ST
STRASBURG CO 80136-7508

TUEPKER MICHAEL J
1555 ADAMS STREET
STRASBURG CO 80136-7509

WAHRMAN DANIEL E
PO BOX 291
STRASBURG CO 80136

WELCH RICKY A AND
HALL GAIL S
1534 ADAMS ST
STRASBURG CO 80136-7508

CERTIFICATE OF POSTING



I, Julie Wyatt do hereby certify that I posted the property at

56951 East Colfax Avenue

on April 17, 2018

in accordance with the requirements of the Adams County Zoning Regulations

A handwritten signature in cursive script that reads "Julie Wyatt".

Julie Wyatt

Dollar General

RCU2018-00002

May 15, 2018

Board of County Commissioners

Community and Economic Development

Case Manager: Emily Collins



Request

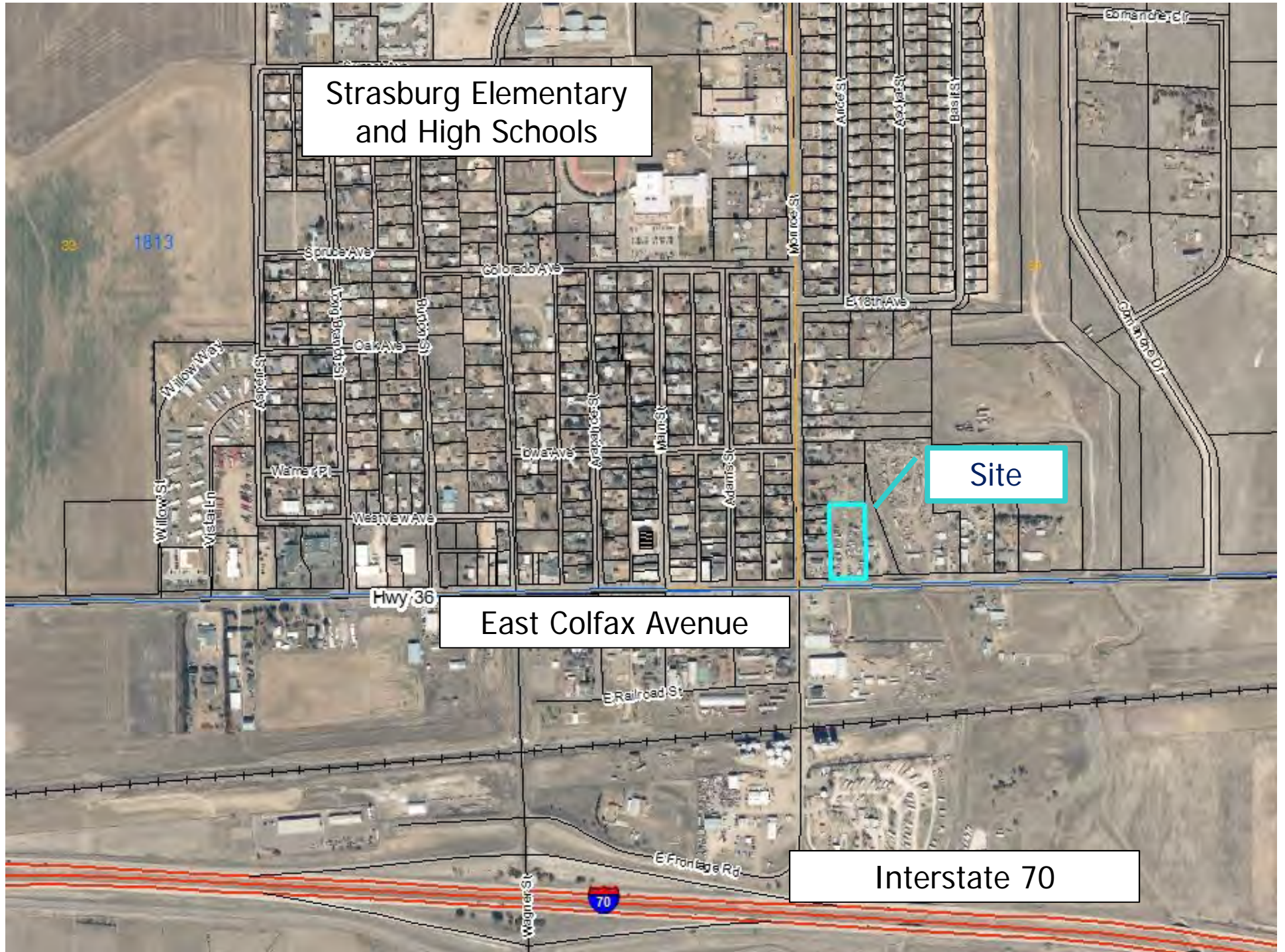
- Rezone
 - Existing: Agricultural-3 (A-3)
 - Proposed: Commercial-4 (C-4)

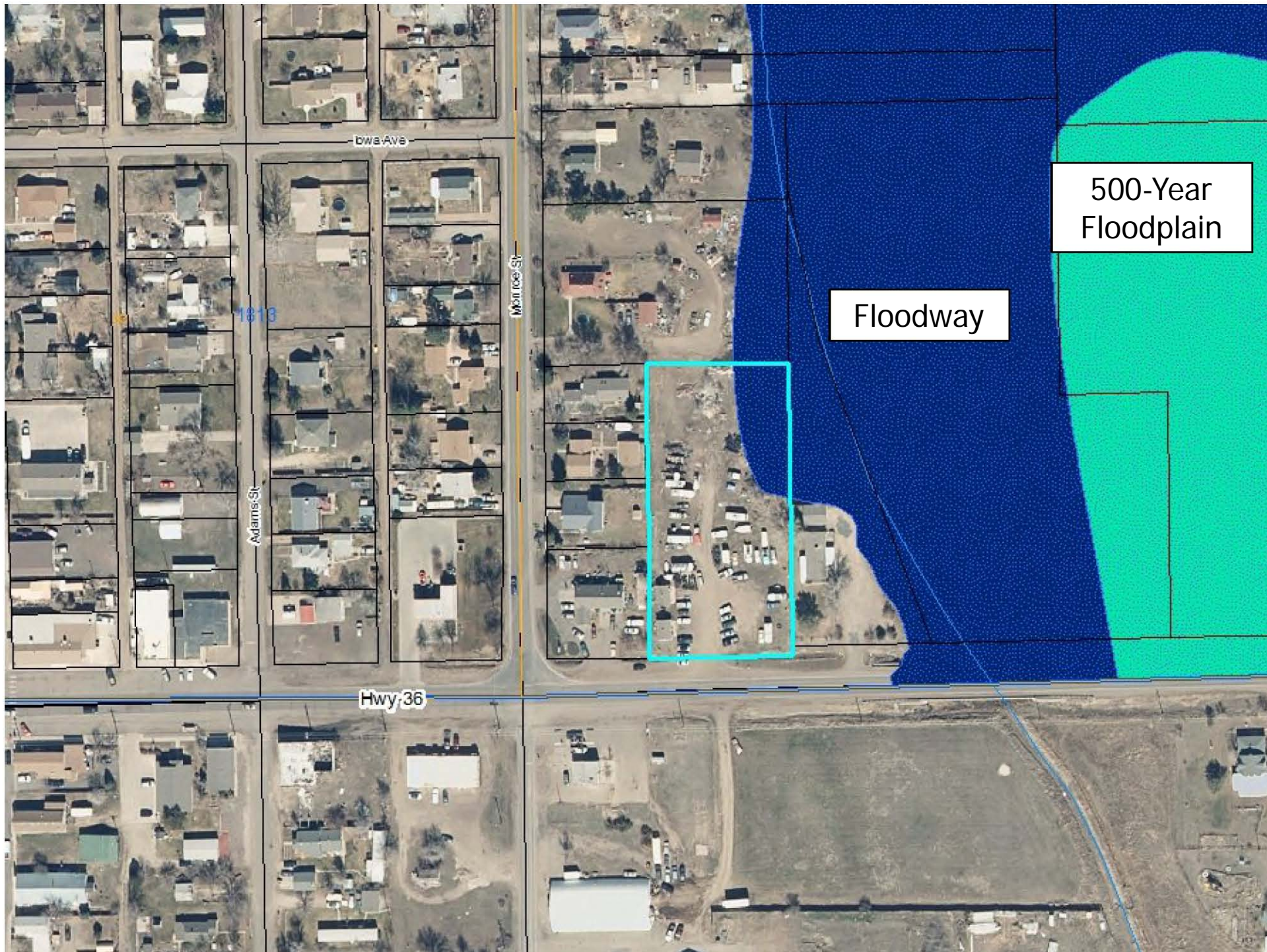
Strasburg Elementary
and High Schools

Site

East Colfax Avenue

Interstate 70





Urban Residential:

- Urban Residential:**
- Variety of housing types
 - Neighborhood-serving retail
-

Rezoning Criteria

Section 2-02-13-06-02

1. Consistent with Comprehensive Plan
2. Consistent with purposes of standards and regulations
3. Complies with requirements of standards and regulations
4. Compatible with surrounding area

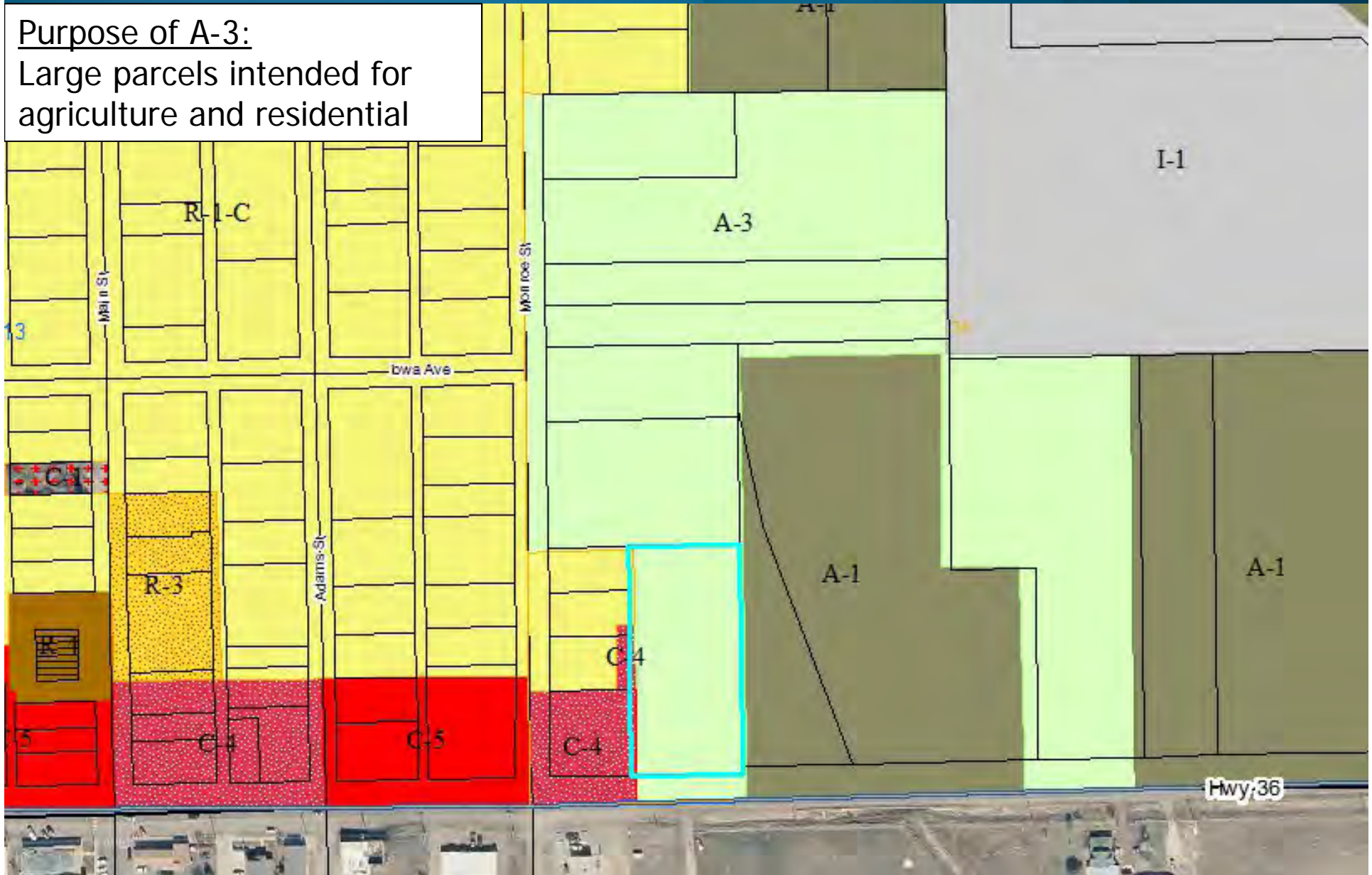
Staff Analysis

- Commercial and service uses would support the growing community
- Adjacent to existing commercial uses on Colfax Ave.
- East Colfax Avenue is a primary arterial and commercial main street in Strasburg
- During development, buffers, screening, and access requirements would ensure compatibility with nearby residential areas

Existing Zoning

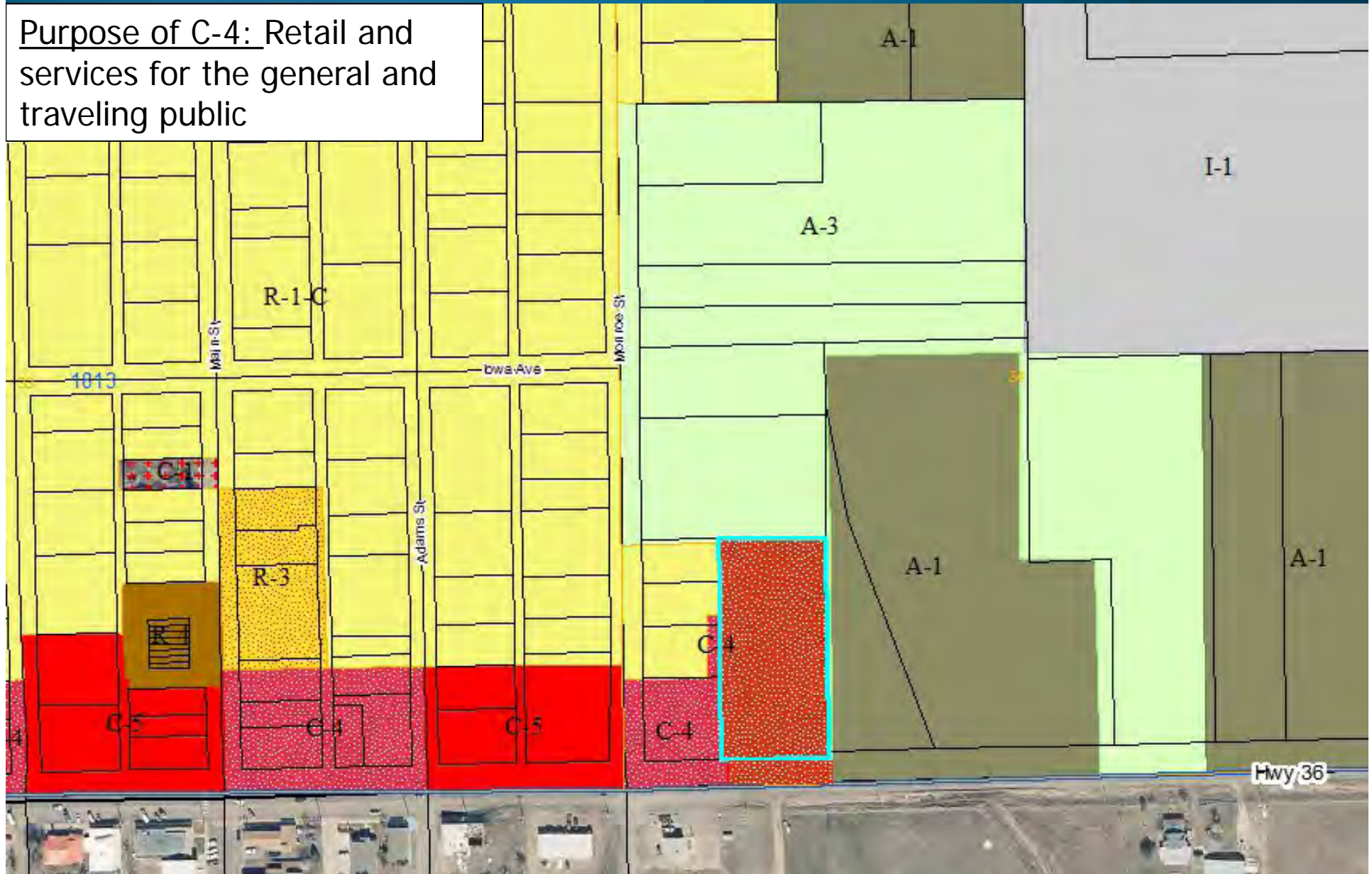
Purpose of A-3:

Large parcels intended for agriculture and residential



Proposed Zoning Map Amendment

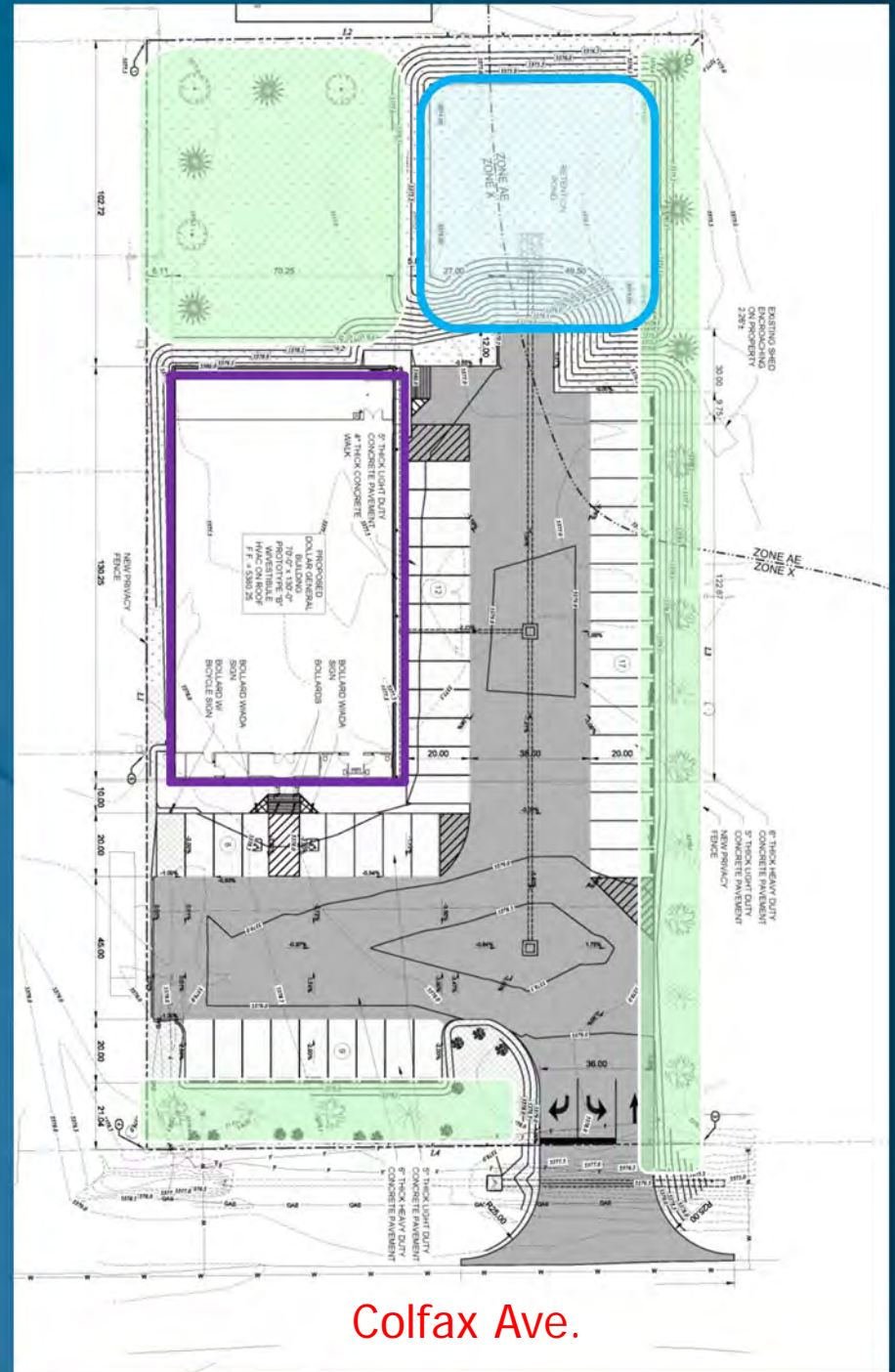
Purpose of C-4: Retail and services for the general and traveling public



C-4 Standards



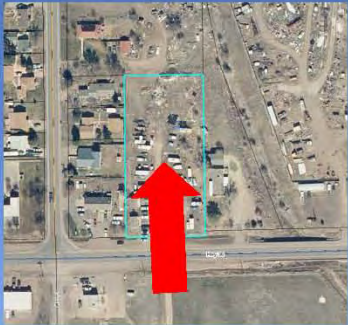
Colfax Ave.



North from East Colfax



North area of the property



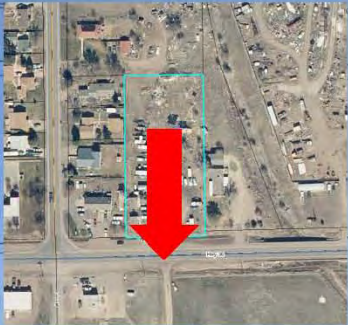
West on East Colfax



East on East Colfax



South of the property



East toward the property
from Monroe Street



Referral Comments

- No concerns:
 - Strasburg Fire Protection, Brighton Fire, CDOT, Tri County, Xcel
- Development review
 - Public improvements and right-of-way dedication required at time of development (building permit review)
- Property Owners within 750 feet of subject site

Notifications Sent	Comments Received
62	0

PC Update

- Public Hearing: April 26, 2018
- PC Discussion items:
 - Verification of adequate public infrastructure (water, sewer, gas)
 - Applicant confirmed water, sewer, and gas would be extended to the site
 - Potential intense uses in C-4
 - Staff informed the PC that potentially intense uses would require a Conditional Use Permit
- Voted (6-0) for approval
- The Planning Commission and Staff recommended **approval** of RCU2018-00002 with 4 Findings-of-Fact

Findings of Fact (Rezoning)

1. The Zoning Map amendment is consistent with the Adams County Comprehensive Plan.
2. The Zoning Map amendment is consistent with the purposes of these standards and regulations.
3. The Zoning Map amendment will comply with the requirements of these standards and regulations.
4. The Zoning Map amendment is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

CASE NO.: RCU2017-00014

CASE NAME: CROWN CASTLE I

TABLE OF CONTENTS

EXHIBIT 1 – BoCC Staff Report

EXHIBIT 2- Maps

- 2.1 Aerial Map
- 2.2 Zoning Map
- 2.3 Future Land Use Map
- 2.4 Simple Map

EXHIBIT 3- Applicant Information

- 3.1 Applicant Written Explanation
- 3.2 Applicant Site Plan

EXHIBIT 4- Referral Comments

- 4.1 Referral Comments (Adams County)
- 4.2 Referral Comments (CDOT)
- 4.3 Referral Comments (CDPHE)
- 4.4 Referral Comments (City of Westminster)
- 4.5 Referral Comments (Hyland Hills)
- 4.6 Referral Comments (TCHD)
- 4.7 Referral Comments (Xcel)

EXHIBIT 5- Citizen Comments

None

EXHIBIT 6- Associated Case Materials

- 6.1 Request for Comments
- 6.2 Public Hearing Notice
- 6.3 Newspaper Publication
- 6.4 Referral Agency Labels
- 6.5 Property Owner Labels
- 6.6 Certificate of Posting



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT
STAFF REPORT**

Board of County Commissioners

May 15, 2018

CASE No.: **RCU2017-00014**

CASE NAME: **Crown Castle I**

Owner's Name:	Ready Mixed Concrete Company
Applicant's Name:	Crown Castle
Applicant's Address:	3308 Birch Road, Longmont, CO 80504
Location of Request:	5550 Sheridan Blvd.
Nature of Request:	A conditional use permit to allow a commercial telecommunications tower on the property
Zone Districts:	Industrial-2 (I-2)
Comprehensive Plan:	Mixed-Use Employment
Site Size:	600 sq. ft. portion of a 3.7 ac. site
Proposed Uses:	Telecommunications Tower
Existing Use:	Telecommunications Tower
Hearing Date(s):	PC: April 26, 2018 / 6:00 p.m.
	BOCC: May 15, 2018 /9:30 a.m.
Report Date:	April 30, 2018
Case Manager:	Greg Barnes
PC & Staff Recommendation:	APPROVAL with 8 Findings-of-Fact and 5 Conditions

SUMMARY OF PREVIOUS APPLICATIONS

On May 10, 1973, the Board of County Commissioners (BoCC) approved a zoning change to allow a concrete batch plant to be located on the property. On March 24, 1997, the BoCC approved a conditional use permit for an expansion of the concrete batch plant.

On February 24, 1997, the Board of County Commissioners approved a conditional use permit to allow a 68-foot commercial telecommunications tower on the property for ten years. On November 5, 2007, the BoCC approved a renewal of the conditional use permit for another ten years.

SUMMARY OF APPLICATION

Background

Crown Castle, the applicant, is requesting a third renewal of the conditional use permit (CUP) to allow the commercial telecommunications tower to remain on the subject property for another ten years. The existing telecommunication tower occupies approximately 600 square feet of the southwestern section of the 3.7 acre parcel (see Exhibit 3.2). Elevation plans submitted with the application show the tower is currently 70 feet tall and will remain the same (see Exhibit 3.2). There is also a proposed eight-foot high PVC fence to be constructed along the perimeter of the telecommunications tower site to screen equipment around the tower's base.

Site Characteristics:

The subject property is located approximately 1,000 feet northeast of the intersection of Sheridan Boulevard and Interstate-76, and directly north of Clear Creek. A majority of the subject property is located in a 100-year floodplain.

Currently, the majority of the property is used for concrete batch plant operations. The existing tower is an accessory use on the site. Access to the existing telecommunications tower is through a private roadway connecting to Sheridan Boulevard.

Development Standards and Regulations Requirements:

Per Section 3-07-01 of the Adams County Development Standards and Regulations, a conditional use permit is required for a commercial telecommunication tower in the I-2 zone district. Section 4-09-02-07 of the County's Development Standards and Regulations outlines design and performance standards for telecommunication facilities. These standards include maximum height, landscaping, screening, setbacks from property lines, separation from other freestanding facilities, and setbacks from residential uses.

The elevation plans, provided with the application, show the tower is proposed to be seventy (70) feet in height, which is an increase of two (2) foot in height from the existing approved tower. The proposed height conforms to the maximum allowed height in the I-2 district. Per Section 3-25-07-04 of the County's Development Standards, the maximum height allowed in the I-2 zone district for dwellings and accessory structures is seventy-five (75) feet.

Per Section 4-09-02-07(3) of the County's Development Standards and Regulations, freestanding telecommunication towers shall not be located closer than the height of the tower from any property line. The existing telecommunication tower is located 53 feet from the nearest property line to the south, and 57 feet from the property line to the west. The existing tower is inconsistent with the minimum setback standards. However, per Section 4-09-02-07(3c) of the County's Development Standards and Regulations, the Board of County Commissioners, through the conditional use permit approval, has the authority to approve a setback greater those required for the zoning district. The existing tower is located on the corner of the subject property, and is approximately 450 feet from the closest structure. In

addition, Clear Creek is located south of the property which limits development on southern abutting property.

The northern boundary of the site is also located along a section line. Section 3-25-07-03-07 of the County's Development Standards and Regulations requires a one-hundred forty-five (145) foot setback from all section lines. However, variations from the section line requirement may be approved by the Public Works Director, if the Public Works Department determines that no public right-of-way is required. The existing tower is 100 feet from the section line to the north. The Public Works Department reviewed the subject request and determined that no additional right-of-way will be required and allowing the tower to be setback 100 feet will not impede any future development of the road.

Landscaping is required to screen the telecommunication tower, as outlined in Section 4-09-02-07(3b) of the County's Development Standards and Regulations. Currently, there are four trees on the property, which provides adequate screening of the tower. The site plan submitted with the application shows all equipment associated with the telecommunication tower will be enclosed by an eight (8) foot tall PVC fence, which will be forest green in color to blend with the surrounding area.

Section 4-09-02-07(3)(d) of the County's Development Standards and Regulations requires new telecommunication towers to be located no closer than one-thousand (1,000) feet from the nearest telecommunications tower. From the information submitted by the applicant, the existing location conforms to the County's spacing requirement, as the nearest tower is approximately located 2,100 feet away. In addition, the applicant provided coverage maps of the area to demonstrate the need for the existing tower to remain.

A bond is required to ensure removal of the tower if it is abandoned or no longer in need as outlined in Section 4-09-02-07(3)(b) of the County's Development Standards and Regulations. The applicant submitted a bond in the amount of \$32,250 to ensure removal of the tower, if the applicant fails to remove it after expiration of the conditional use permit.

Future Land Use Designation/Goals of the Comp-Plan for the Area

The future land use designation on the property is Mixed-Use Employment. Per Chapter 5 of the Adams County Comprehensive Plan, Mixed-Use Employment designated areas are intended to allow a mixture of employment uses, including offices, retail, and clean, indoor manufacturing, distribution, warehousing, and airport and technology uses. Mixed-Use Employment areas are in locations that will have excellent transportation access and visibility, but are not suitable for residential uses. In addition, a primary objective of the Mixed-Use Employment designation is to accommodate a range of employment and supporting uses to serve employment needs; and to increase employment, and contribute to the County's tax base.

The request to develop the property for a telecommunications tower is consistent with the County's Comprehensive Plan, as it will provide improved telecommunication coverage to current and future development of the area.

Surrounding Zoning Designations and Existing Use Activity:

Northwest I-2 Vacant	North I-2 Vacant	Northeast I-2 Vacant
West A-1 Office/Outdoor Storage	Subject Property I-2 Concrete Batch Plant	East I-2 Concrete Batch Plant
Southwest A-1 Interstate-76	South I-2 Interstate-76	Southeast I-2 Interstate-76

Compatibility with the Surrounding Land Uses:

A majority of the surrounding properties to the site are designated as Industrial-2 zoning. The properties to the north are undeveloped. The properties to the east and west are developed as industrial. The Clear Creek and Interstate I-76 are located directly south of the property. Currently, the property is already developed with a concrete batch plant and commercial telecommunications tower. The proposed conditional use permit is for a renewal of an existing telecommunication tower on the property, and will not be incompatible to the current use of the property or the surrounding area.

PLANNING COMMISSION UPDATE:

The Planning Commission (PC) considered this case on April 26, 2018. Mr. Mark McGarey, the applicant's representative, spoke at the meeting and had no concerns with the staff report or presentation. The PC asked the applicant about the number of users currently collocating on the tower. Mr. McGarey informed the PC that two users currently occupy the tower, and there are spaces to accommodate more users. In addition, the PC asked the applicant about the estimated lifespan of the structure. The applicant informed the PC that the tower would likely be located on the property for a longer period. There was no one from the public to speak in favor or in opposition to the request.

The Planning Commission voted (6-0) to recommend approval of the request.

Staff Recommendations:

Based upon the application, the criteria for approval of a conditional use permit outlined in Section 2-02-08-06 of the County's Development Standards, the County's Comprehensive Plan, and a recent site visit, staff recommends approval of the request with 8 findings-of-fact and 5 conditions.

Findings-of-fact for Approval:

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.

4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the proposed conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are available and adequate to serve the needs of the conditional use as designed and proposed.

Recommended Conditions:

1. Any telecommunications facility that ceases to be in operation for a consecutive period of six months or more shall be removed from the site within 90 days of the end of such period of non-use.
2. The Conditional Use Permit shall expire on May 15, 2028.
3. The height of the freestanding telecommunications tower shall not exceed 70 feet.
4. The tower shall provide co-location opportunities for other telecommunication tower providers.
5. The proposed eight foot tall PVC fence shown on the site plan will be forest green in color. If at any time, the fence should fall into disrepair, the fence must be replaced no later than sixty days.

PUBLIC COMMENTS

Property Owners Notified	Number of Responses
19	0

Staff sent notices to property owners within 1,000 feet of the subject request. As of writing this report, staff has received no public comments.

COUNTY AGENCY COMMENTS

County staff performed a site visit in May 2017 and identified that the existing chain-link fence on the property to be inadequate to screen the equipment area under the tower; and is requesting the applicant to replace the existing fence with an eight foot PVC fence as a condition of approval of this conditional use permit.

REFERRAL AGENCY COMMENTS

Responding with Concerns:

None

Responding without Concerns:

CDOT

CDPHE

City of Westminster

Hyland Hills Parks & Recreation District

Tri-County Health Department

Xcel Energy

Notified but not Responding / Considered a Favorable Response:

Adams County Fire District

Berkeley Neighborhood Association

Berkeley Water & Sanitation District

Century Link

Colorado Division of Wildlife

Comcast

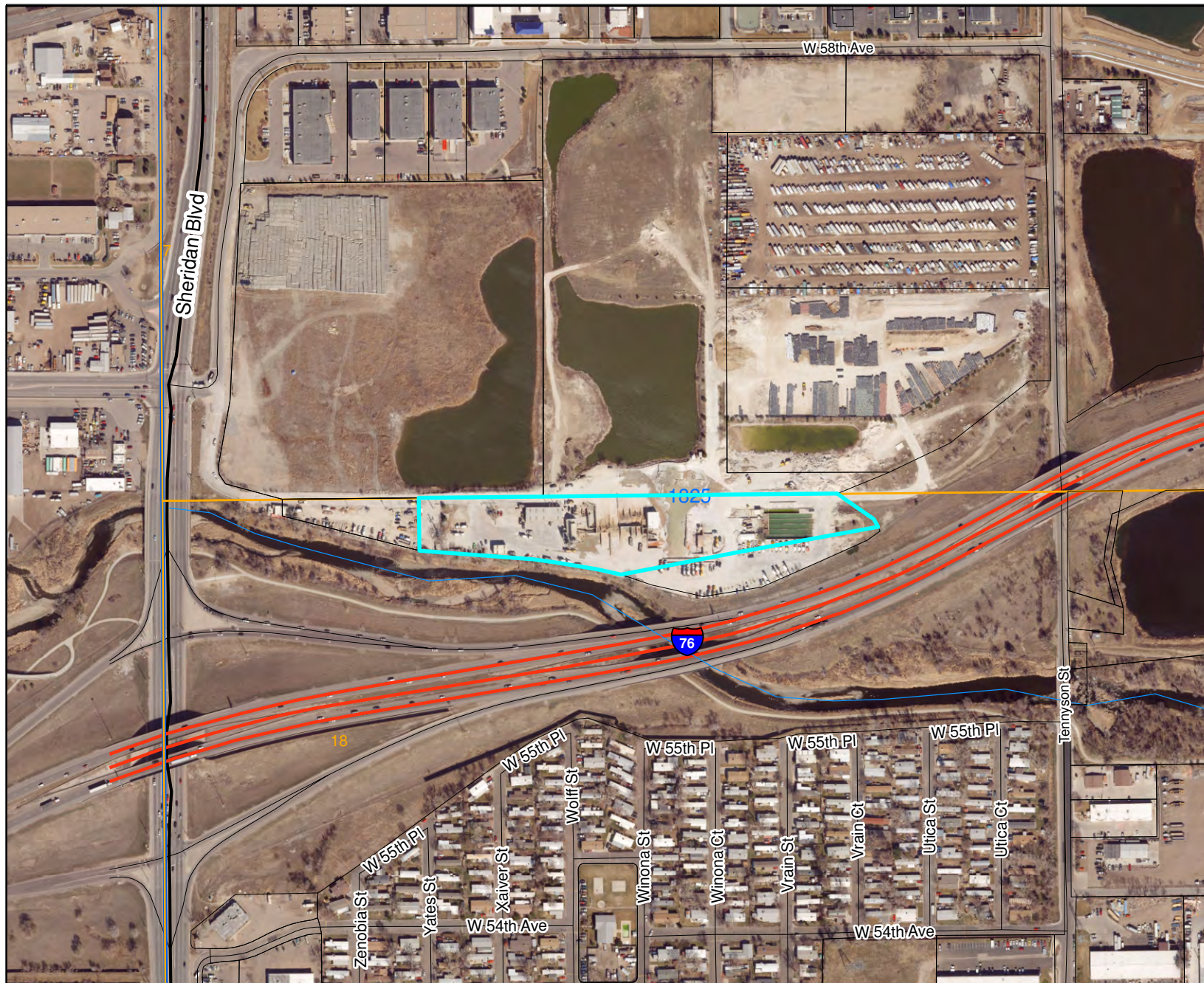
Metro Wastewater Reclamation

North Metro Fire District

RTD

Westminster Fire Department

Westminster School District #50



Legend

- Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)

RCU2017-00014

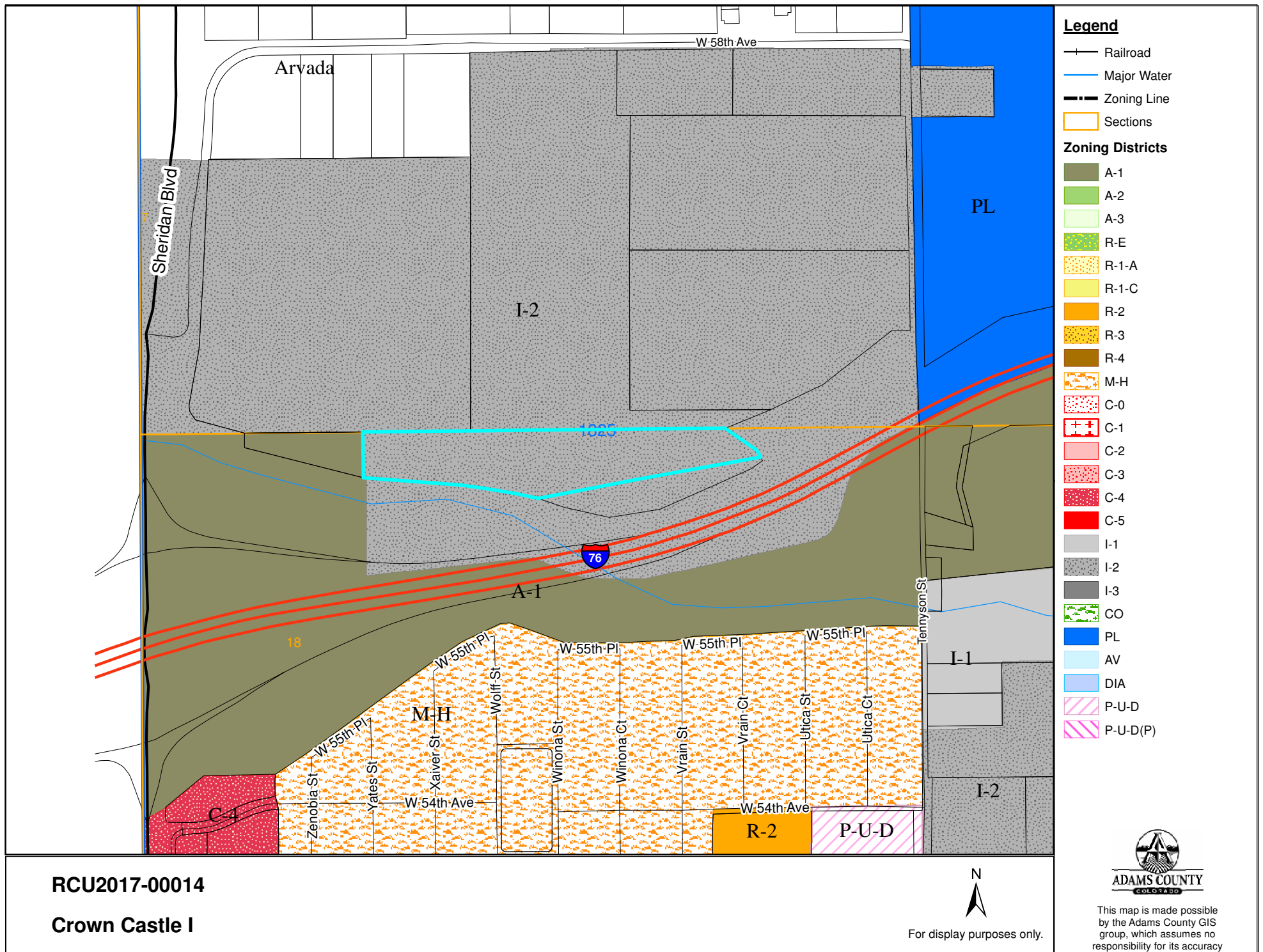
Crown Castle I

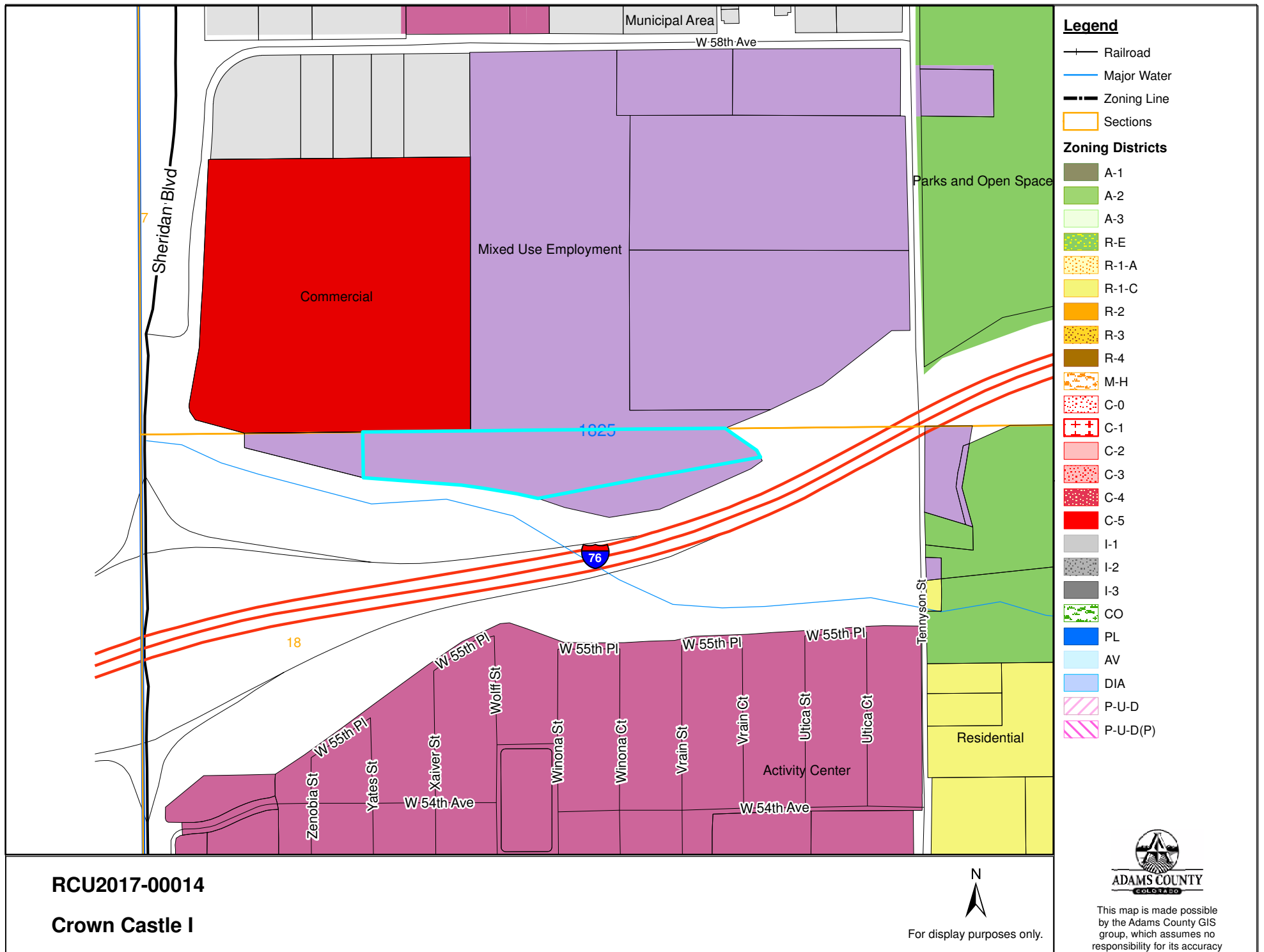


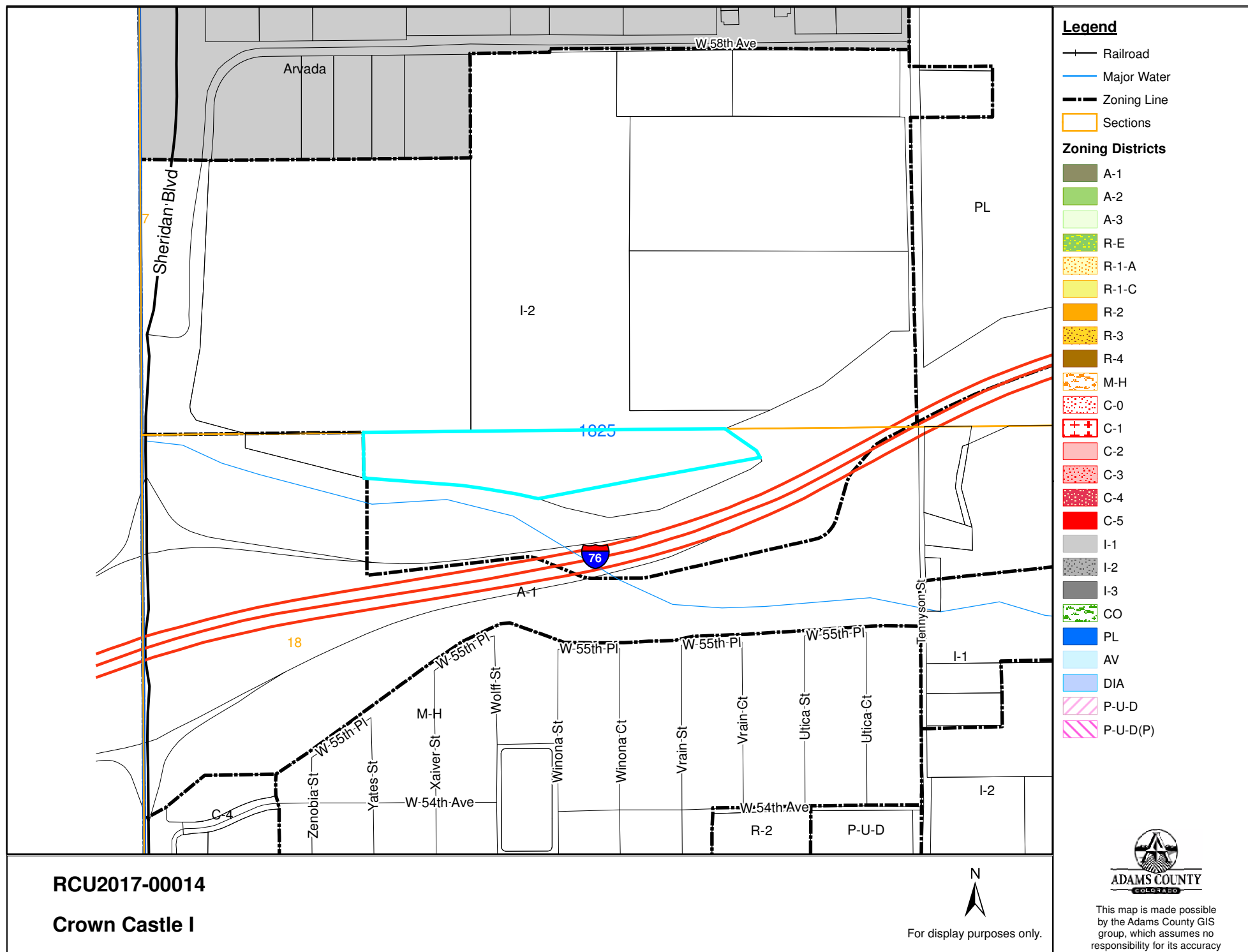
For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy







Marken Telecommunication Services, LLC

PROJECT EXPLANATION

To: Adams County Community Development Department

From: Mark McGarey, Marken Telecom Services on behalf of Crown Castle

Date: April 2017

Re: Conditional Use Permit Extension Request, 5550 Sheridan Blvd., BUN 839605

Site Location: 5550 Sheridan Blvd., APN: 0182518231006

Facility Owner: Crown Castle
222 E. Carrillo Street, #107
Santa Barbara CA 93101
Attn: Jon Dohm

Applicant: Marken Telecom Services
3308 Birch Road
Frederick, CO 80504
303-485-0912

Property Owner: Ready Mixed Concrete Co
4395 Washington St.
Denver, CO 80216

Case History: Original Approval - Case #1996-217-C and RCU 2007-034.
Permit Expires October 2017.

Request:

Crown Castle respectfully requests an extension to the original use permit to allow the cell site to continue to operate at 5550 Sheridan Blvd. There are no proposed changes or alterations to the facility and Crown anticipates the need for this facility for many years to come. With this application, Crown desires to keep the facility permitted and operational for at least an additional ten years.

Site Details:

The facility is located in an industrial zone at 5550 Sheridan Blvd. and includes a 65' monopole containing two antenna arrays for AT&T and T-Mobile. The pole is located inside an approximately 600 sq. ft. leased compound within the 15 acre subject parcel. In addition to the pole, the lease area contains a 12' x 122 equipment building and outdoor radio equipment and concrete pad. The site is secured behind traffic bollards. Surrounding lands are similarly zoned I-2.

Crown and their carrier tenants, have no intention of decommissioning this facility in the near-term and would request the longest time extension allowable with this CUP. Crown is unaware of any negative input regarding the facility. The site provides cellular coverage for cell phone users in the vicinity of the facility, including E911 service. The pole can accommodate additional uses and Crown is actively marketing this facility for future tenant's use.

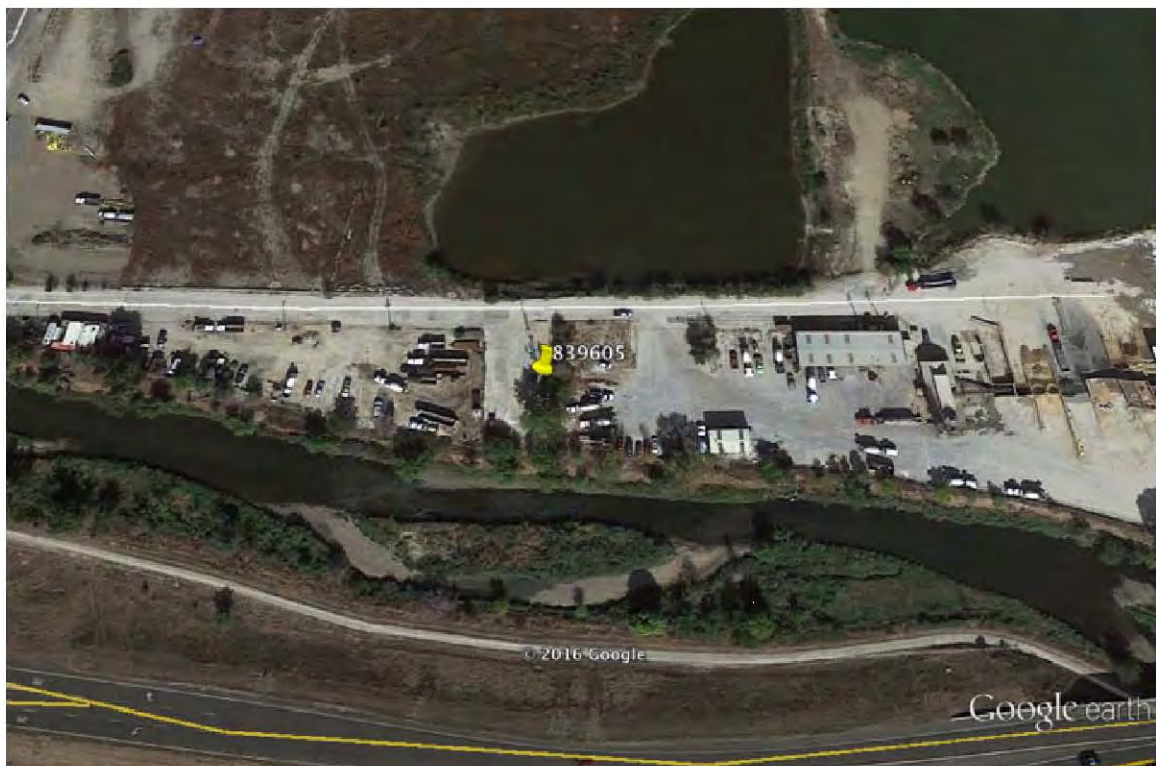
Review Criteria:

Marken Telecommunication Services, LLC

1. The site is in the I-2 industrial zoning district. This facility is an appropriate use in this district as evidenced by the original CUP approval and no negative feedback since the site has been in place.
2. The industrial zoning regs allow for telecom use with the CUP. The original CUP approval approved the 65' height. This height is still required for optimal coverage by the carrier tenants. A reduction in the height of the tower will result in coverage gaps requiring additional facilities to be located elsewhere.
3. All applicable performance standards will be met. Crown Castle strives to maintain all their facilities in good maintenance and will meet all current applicable local, state and federal permits and regulations. The site remains collocatable and Crown anticipates the continued need for this facility for many years.
4. The neighborhood surrounding the facility is industrial in nature and this facility poses no adverse impacts on surrounding owners, creates little traffic, no noise, vibration, lighting or dust of any kind. No additional landscape screening is proposed since the site has been in place for years and is surrounded by heavy industrial uses.
5. There are no off-site impacts that need to be addressed in allowing the continuing operation of this facility. There are no changes to the site being requested. There is no intensification of the use.
6. There are no physical space constraints nor environmental impacts of any kind being created through the extension of this use permit. Visual impacts of the facility have become an accepted use on this property and there have been no recorded objections to the facility.
7. No changes are being requested to the layout of the facility nor are any needed.
8. The existing infrastructure is adequate to support this site now and in the future. Water and sewer are not required by the unmanned facility. Power is provided by the property owner to Crown under the terms of the lease. Xcel is the service provider.

Please contact me at 303-485-0912 or via email at marken.co@comcast.net if you have any questions and/or need additional information.

Marken Telecommunication Services, LLC



Marken Telecommunication Services, LLC



Marken Telecommunication Services, LLC

Owners Name and Address:

READY MIXED CONCRETE COMPANY

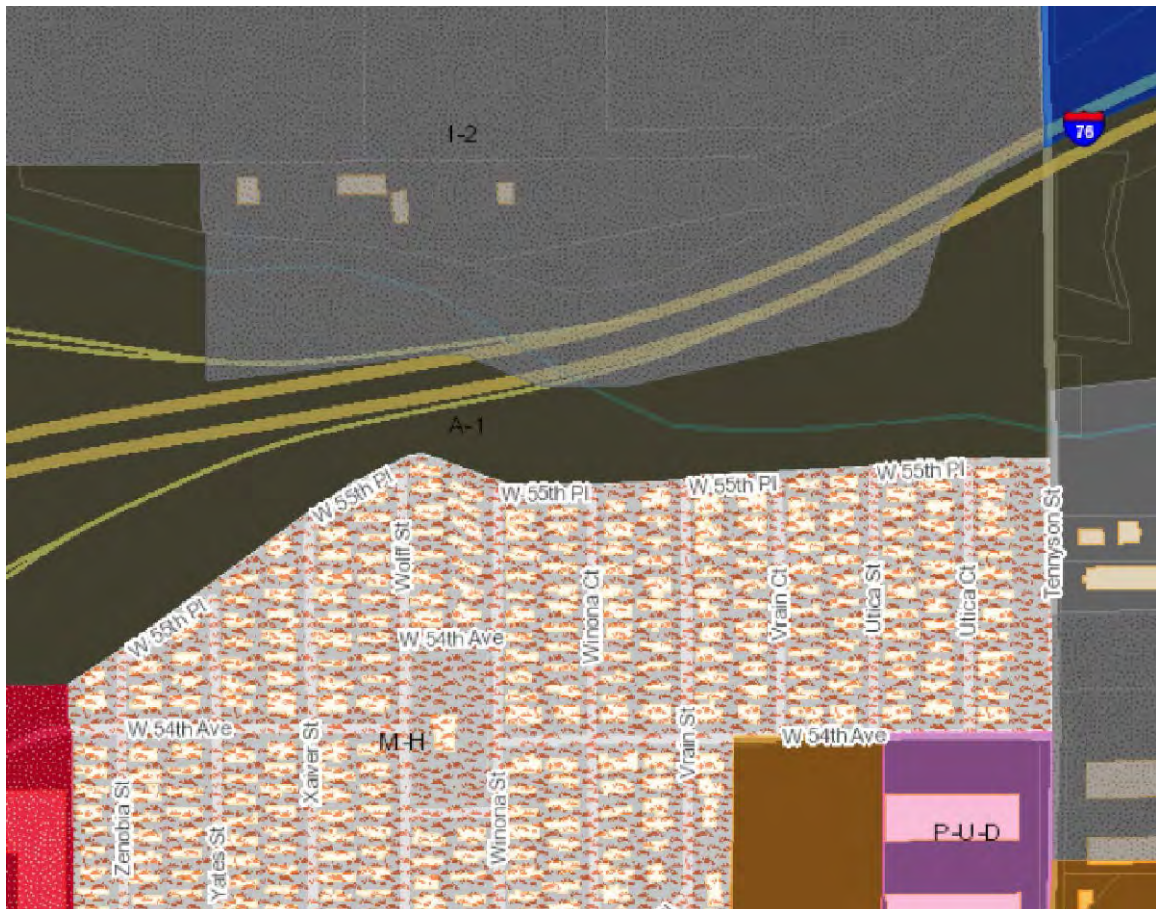
4395 WASHINGTON STREET
DENVER CO 80216

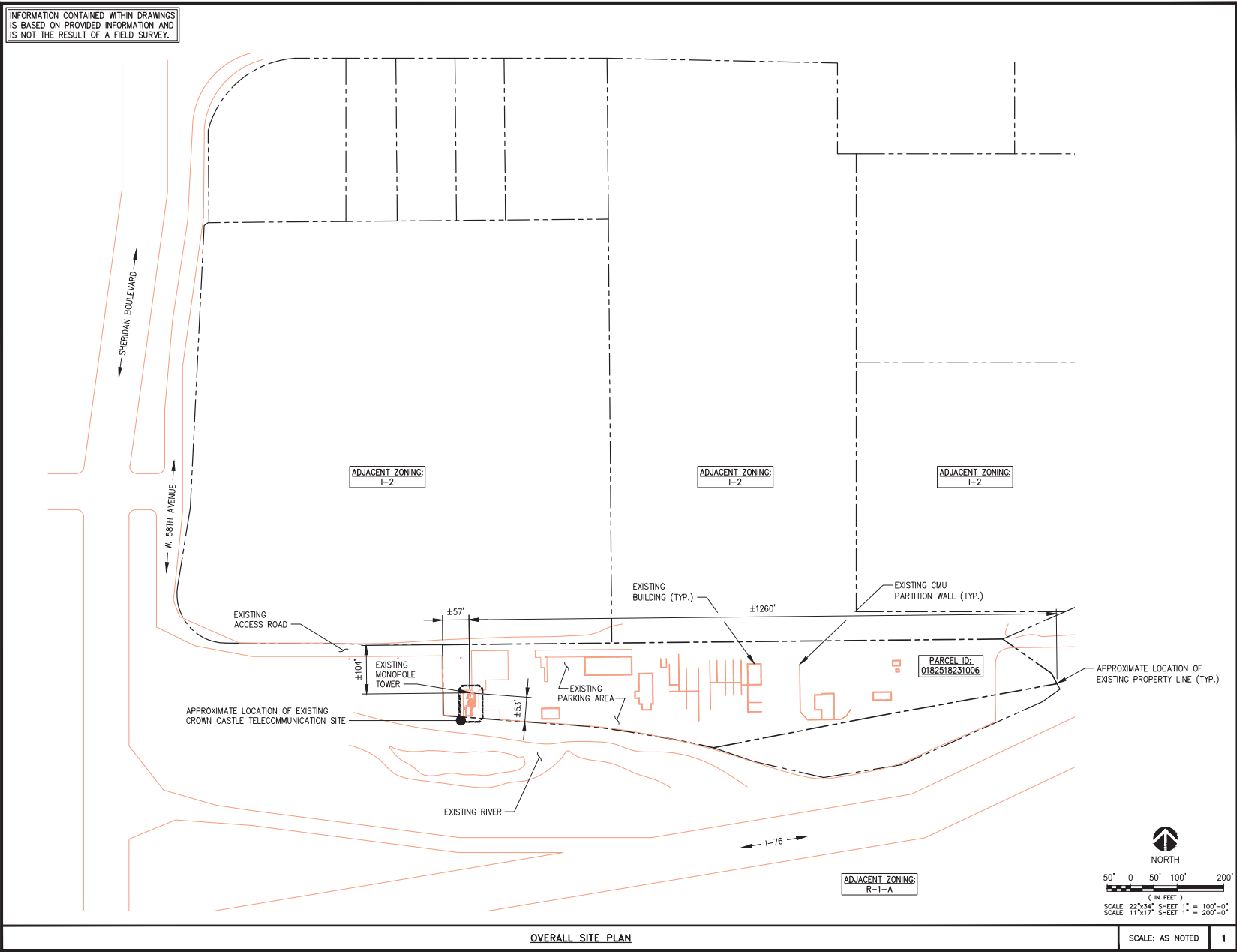
Property Address:

5550 SHERIDAN BLVD
CO

Legal Description

SUB: OWENS BROS SUBD BLK: 1 LOT: 1 LOT: 2 DESC: EXC PARC TO HIWAY





PLANS PREPARED FOR:

CROWN CASTLE

2055 S. Steamman Drive
Chandler, AZ 85286

PLANS PREPARED BY:

INFINIGY
FROM ZERO TO INFINIGY
the solutions are endless

1490 W. 121st Avenue, Suite 101
Westminster, CO 80234
Office # (303) 219-1178
Fax # (303) 242-8836
JOB NUMBER 425-000

ENGINEERING LICENSE:

DRAWING NOTICE:

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF CROWN CASTLE AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF CROWN CASTLE.

REVISIONS:

DESCRIPTION	DATE	BY	REV
REVISED/ISSUED FOR ZONING	12/08/17	OKE	G
REVISED/ISSUED FOR ZONING	11/17/17	OKE	F
REVISED/ISSUED FOR ZONING	10/12/17	SF	E
REVISED/ISSUED FOR ZONING	04/25/17	DOB	D
REVISED/ISSUED FOR ZONING	04/19/17	DOB	C
REVISED/ISSUED FOR ZONING	04/12/17	OKE	B
ISSUED FOR ZONING	04/10/17	OKE	A

SITE NAME:

I-76 & SHERIDAN

BUSINESS UNIT #:

839605

SITE ADDRESS:

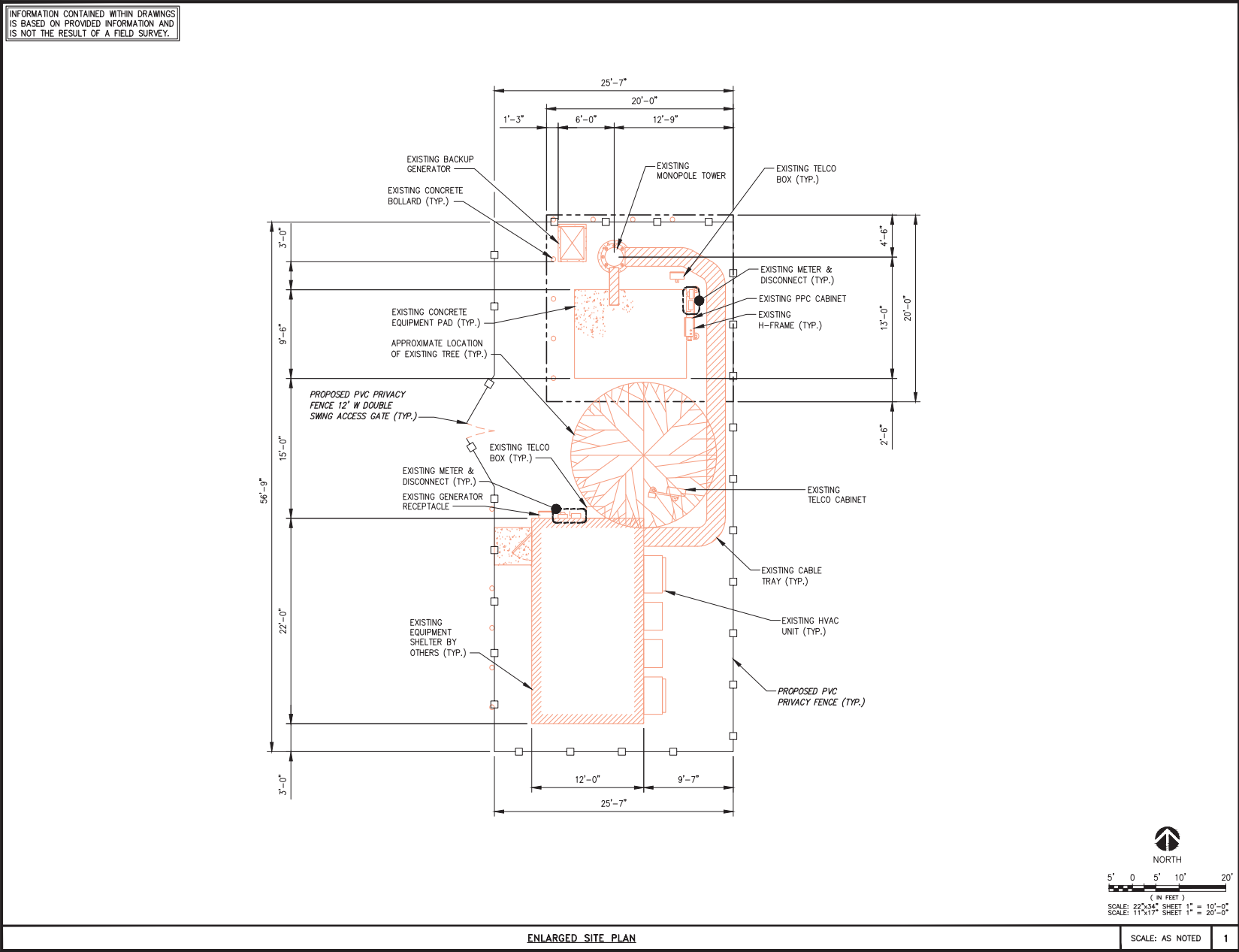
**5550 SHERIDAN BLVD.
ARVADA, CO 80002**

SHEET DESCRIPTION:

OVERALL SITE PLAN

SHEET NUMBER:

Z-1



PLANS PREPARED FOR:

CROWN CASTLE

2055 S. Steamman Drive
Chandler, AZ 85286

PLANS PREPARED BY:

INFINIGY
FROM ZERO TO INFINIGY
the solutions are endless

1490 W. 121st Avenue, Suite 101
Westminster, CO 80234
Office # (303) 219-1178
Fax # (303) 242-8836
JOB NUMBER 425-000

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REVISIONS				
DESCRIPTION	DATE	BY	REV	
REVISED/ISSUED FOR ZONING	12/08/17	OKE	G	
REVISED/ISSUED FOR ZONING	11/17/17	OKE	F	
REVISED/ISSUED FOR ZONING	10/12/17	SF	E	
REVISED/ISSUED FOR ZONING	04/20/17	DOB	D	
REVISED/ISSUED FOR ZONING	04/19/17	DOB	C	
REVISED/ISSUED FOR ZONING	04/12/17	OKE	B	
ISSUED FOR ZONING	04/10/17	OKE	A	

SITE NAME:

I-76 & SHERIDAN

BUSINESS UNIT #:

839605

SITE ADDRESS:

**5550 SHERIDAN BLVD.
ARVADA, CO 80002**

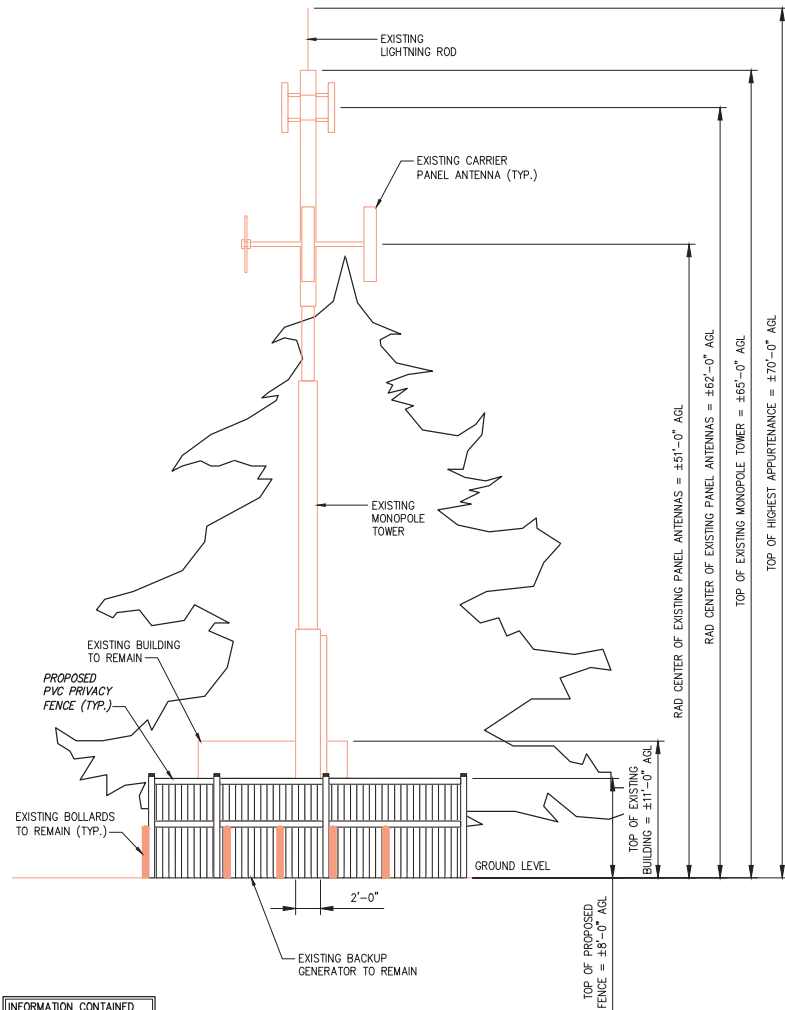
SHEET DESCRIPTION:

**ENLARGED
SITE PLAN**

SHEET NUMBER:

Z-2

INFINIGY ENGINEERING HAS NOT EVALUATED THE TOWER OR MOUNT FOR THIS SITE AND ASSUMES NO RESPONSIBILITY FOR ITS STRUCTURAL INTEGRITY. REFER TO STRUCTURAL ANALYSIS BY OTHERS PRIOR TO ANY CONSTRUCTION.

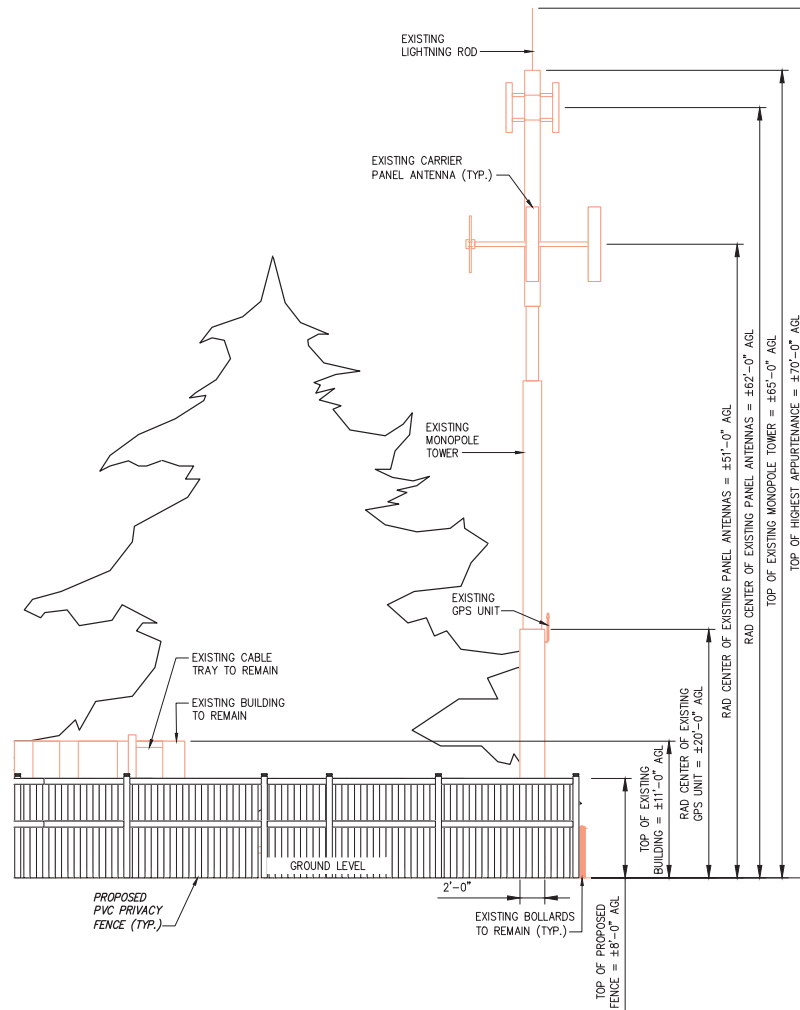


EXISTING (NORTH) TOWER ELEVATION

NO SCALE

1

INFORMATION CONTAINED WITHIN DRAWINGS IS BASED ON PROVIDED INFORMATION.



EXISTING (WEST) TOWER ELEVATION

NO SCALE

2



2055 S. Steamman Drive
Chandler, AZ 85286



1490 W. 121st Avenue, Suite 101
Westminster, CO 80234
Office # (303) 219-1178
Fax # (303) 242-8836
JOB NUMBER 425-000

ENGINEERING LICENSE:

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REVISIONS	DESCRIPTION	DATE	BY	REV
REVISED/ISSUED FOR ZONING		12/08/17	OKE	G
REVISED/ISSUED FOR ZONING		11/17/17	OKE	F
REVISED/ISSUED FOR ZONING		10/12/17	SE	E
REVISED/ISSUED FOR ZONING		04/25/17	DOB	D
REVISED/ISSUED FOR ZONING		04/19/17	DOB	C
REVISED/ISSUED FOR ZONING		04/12/17	OKE	B
ISSUED FOR ZONING		04/10/17	OKE	A

SITE NAME:

I-76 & SHERIDAN

BUSINESS UNIT #:

839605

SITE ADDRESS:

5550 SHERIDAN BLVD.
ARVADA, CO 80002

SHEET DESCRIPTION:

TOWER ELEVATIONS

SHEET NUMBER:

Z-3

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

Development Review Team Comments

Date: 5/23/2017

Project Number: RCU2017-00014

Project Name: Crown Castle Cell Site 1

Note to Applicant:

The following review comments and information from the Development Review Team is based on submitted documents only. For submission of revisions to applications, a cover letter addressing each staff review comments must be provided. The cover letter must include the following information: restate each comment that require a response and provide a response below the comment; respond to each comment with a description of the revisions and the page of the response on the site plan. And identify any additional changes made to the original document other than those required by staff. Please contact the case manager if you have any questions:

Commenting Division: Building Review

Name of Reviewer: Justin Blair

Date: 04/26/2017

Email: jblair@adcogov.org

No Comment

Commenting Division: Engineering Review

Name of Reviewer: Greg Labrie

Date: 05/08/2017

Email: glabrie@adcogov.org

No Comment

Commenting Division: Environmental Analyst Review

Name of Reviewer: Jen Rutter

Date: 04/25/2017

Email: jrutter@adcogov.org

No Comment

Commenting Division: Parks Review

Name of Reviewer: Aaron Clark

Date: 04/27/2017

Email: aclark@adcogov.org

No Comment

Commenting Division: Planner Review

Name of Reviewer: Chris LaRue

Date: 05/23/2017

Email: clarue@adcogov.org

Resubmittal Required

PLN1. This request is to allow the conditional use permit (CUP) renewal of a 65 (70 feet with the lighting rod) foot commercial cell tower monopole.

PLN2. The property is located in the Industrial-2 (I-2) zoning district. Per Section 3-24-01 the purpose of the I-2 District is to accommodate light manufacturing, processing, fabrication, assembly, and storage of non-hazardous and/or non-obnoxious material and products as well as allowing service facilities for industries and their employees.

PLN3. Telecommunications/Communications towers (cell towers) are commercial uses and are only allowed by CUP within the I-2 zone district per Section 3-24-04-02.

PLN4. The site is designated as Mixed Use Employment on the Comprehensive Plan. Per Chapter 5 of the County's Comprehensive Plan, this land use category allows a mixture of employment uses, including offices, retail, and clean, indoor manufacturing, distribution, warehousing, and airport and technology uses. These areas are designated in locations that will have excellent transportation access and visibility, but are not suitable for residential uses.

PLN5. Per Section 4-09-02-07 (3) all freestanding CMRS telecommunications facilities shall be subject to a Conditional Use Permit (CUP).

PLN6. The CUP process is governed by Section 2-02-08-01 and requires a public hearing before both the Planning Commission and Board of County Commissioners.

PLN7. Section 4-09-02-07(1) applies to commercial telecommunication sites (applicant shall demonstrate compliance with all requirements). See attached.

PLN8. Does the tower meet a one-to-one setback? This can't be determined with the submitted site plan. If this is not met, do you have agreements in place with the neighboring property owners?

PLN9. The applicant shall demonstrate need for the new tower. This is accomplished with discussion and radio frequency diagrams. The diagrams must be in color and in digital format. One diagram would show the coverage in red before tower installation. A second diagram would show the coverage in green with the proposed new tower.

PLN10. Access roads to the cell tower may need to be improved to limit damage to any County roads.

PLN11. A bond is required to be posted to cover the cost of tower removal should it no longer be needed. Do you have a current bond on this tower? If so, please provide documentation.

PLN12. The site appears to be entirely impacted by floodway. Please check in with our development engineers to ensure there are no issues and that the existing tower has all proper permits.

Commenting Division: ROW Review

Name of Reviewer: Marissa Hillje

Date: 05/01/2017

Email: mhillje@adcogov.org

Resubmittal Required

ROW1) Please submit access agreements from properties 5600 Sheridan Blvd etc that states you have ingress egress easement.

ROW2) Please submit a title policy report dated no older than 30 days. All applicable recordings from Schedule B-2 of the report will need to be depicted on the site plan.



Development Review Team Comments

Date: 3/20/2018

Project Number: RCU2017-00014

Project Name: Crown Castle Cell Site 1

Note to Applicant:

The following review comments and information from the Development Review Team is based on the information you submitted for a conditional use permit. At this time, no outstanding issues remain. Staff will be meeting on April 11th to discuss scheduling this case for public hearings. Your case manager will contact you on April 12th to discuss the planned hearing dates. Please contact the case manager if you have any questions:

Commenting Division: ROW Review #1

Name of Reviewer: Marissa Hillje

Date: 05/01/2017

Email: mhillje@adcogov.org

Resubmittal Required

ROW1) Please submit access agreements from properties 5600 Sheridan Blvd etc that states you have ingress egress easement.

ROW2) Please submit a title policy report dated no older than 30 days. All applicable recordings from Schedule B-2 of the report will need to be depicted on the site plan.

Commenting Division: ROW Review #2

Name of Reviewer: Marissa Hillje

Date: 03/16/2018

Email: mhillje@adcogov.org

Complete

Commenting Division: Planner Review #1

Name of Reviewer: Chris LaRue

Date: 05/23/2017

Email: clarue@adcogov.org

Resubmittal Required

PLN1. This request is to allow the conditional use permit (CUP) renewal of a 65 (70 feet with the lighting rod) foot commercial cell tower monopole.

PLN2. The property is located in the Industrial-2 (I-2) zoning district. Per Section 3-24-01 the purpose of the I-2 District is to accommodate light manufacturing, processing, fabrication, assembly, and storage of non-hazardous and/or non-obnoxious material and products as well as allowing service facilities for industries and their employees.

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PLN10. Access roads to the cell tower may need to be improved to limit damage to any County roads.

PLN11. A bond is required to be posted to cover the cost of tower removal should it no longer be needed. Do you have a current bond on this tower? If so, please provide documentation.

PLN12. The site appears to be entirely impacted by floodway. Please check in with our development engineers to ensure there are no issues and that the existing tower has all proper permits.

Commenting Division: Notifications and Referrals Review #1

Name of Reviewer: Greg Barnes

Date: 11/03/2017

Email: gjbarnes@adcogov.org

Resubmittal Required

Commenting Division: Planner Review

Name of Reviewer: Greg Labrie

Date: 03/20/2018

Email: glabrie@adcogov.org

Complete

Commenting Division: Planner Review #2

Name of Reviewer: Greg Barnes

Date: 03/20/2018

Email: gjbarnes@adcogov.org

Complete

PLN08B: As previously discussed, the cell tower does not meet the 1:1 setback requirement of 4-09-02-07(3c). As a result, your request for a CUP will include a waiver from this requirement. No further action on your part is necessary.

PLN13: Per a telephone conversation on subsequent e-mail on March 20, 2018, the proposed PVC fence will be a forest green in color. Additionally, staff will recommend a condition to the Board that will require the fence's repair or replacement in the event that the PVC becomes broken, damaged, or is in disrepair.

From: [Loeffler - CDOT, Steven](#)
To: [Chris LaRue](#)
Subject: RCU2017-00014, Crown Castle Cell Site #1
Date: Thursday, May 18, 2017 10:58:49 AM

Chris,

I have reviewed the request to allow renewal of a CUP allowing a commercial telecommunications tower on property located at 5550 Sheridan Blvd. and have no objections.

Thank you for the opportunity to review this referral.

Steve Loeffler
Permits Unit



P [303.757.9891](tel:303.757.9891) | F [303.757.9886](tel:303.757.9886)
2000 S Holly Street, Denver, CO 80222
steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org

Greg Barnes

From: Loeffler - CDOT, Steven [steven.loeffler@state.co.us]
Sent: Thursday, March 15, 2018 10:06 AM
To: Greg Barnes
Subject: Re: For Review: Crown Castle I (RCU2017-00014)

Greg.

I have reviewed the resubmittal materials to allow a renewal of a CUP allowing a commercial telecommunications tower on property located at 5550 Sheridan Blvd. and have no objections. If any work will take place in the State Highway Right-of-Way, a permit from our office will be required.

Thank you for the opportunity to review this referral.

Steve Loeffler
Permits Unit



P 303.757.9891 | F 303.757.9886
2000 S Holly Street, Denver, CO 80222
steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org

As of April 20, 2018 I will be moving to a new office located at 2829 W. Howard Pl., Denver, CO 80204

On Wed, Mar 7, 2018 at 3:43 PM, Greg Barnes <GJBarnes@adcogov.org> wrote:

You are being asked to review resubmittal materials for a conditional use permit to allow a telecommunications tower. Previously, you reviewed this application (around 05/25/2017) and provided comment. I have attached the previous comments, as well as the resubmittal information.

Please provide any further comment on this case by **March 20, 2018**.



Greg Barnes

From: [Kuster - CDPHE, Kent](#)
To: [Chris LaRue](#)
Subject: RCU2017-00014
Date: Friday, April 28, 2017 1:03:03 PM

April 28, 2017

Christopher C. LaRue, Senior Planner
Community and Economic Development Department
4430 South Adams County Parkway, Suite W2000
Brighton, CO 80601-8204

Re: Case No. RCU2017-00014

Dear Mr. LaRue,

The Colorado Department of Public Health and Environment has no comment on Case No. RCU2017-00014 the Crown Castle Cell Site #1 extended conditional use permit.

Please contact Kent Kuster at [303-692-3662](tel:303-692-3662) with any questions.

Sincerely,

Kent Kuster

Environmental Specialist

Colorado Department of Public Health and Environment

--

[Kent Kuster](#)

[Environmental Protection Specialist](#)

[Colorado Department of Public Health and Environment](#)

[4300 Cherry Creek Drive South](#)

From: [Todd - CDPHE, Andrew](#)
To: [Chris LaRue](#)
Subject: Re: FW: RCU2017-00014 Crown Castle Cell Site # 1 request for comments
Date: Friday, April 28, 2017 9:42:15 AM

Thanks Chris.

Looks like it's an existing installed tower, only looking for permit extension.

If they were constructing something that may have involved digging into old waste, we'd comment.

But I don't read that.

Best regards;

On Fri, Apr 28, 2017 at 9:34 AM, Chris LaRue <CLaRue@adcogov.org> wrote:

Hi Andy:

I'm sending this to you because our map shows the site is a former landfill. Not sure of any specifics, but I thought I would send it your way just to cover the bases.

Thanks,

Chris



Christopher C. LaRue

Senior Planner, *Community & Economic Development Department*

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, W2000A

Brighton, CO 80601

O: [720.523.6858](tel:720.523.6858) | clarue@adcogov.org

www.adcogov.org



ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, W2000A

Brighton, CO 80601

O: [720.523.6858](tel:720.523.6858) | clarue@adcogov.org

www.adcogov.org

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--

Andy Todd, P.E.
Environmental Protection Specialist
Solid Waste Permitting Unit



P [303.691.4049](tel:303.691.4049) | F [303.759.5355](tel:303.759.5355)

4300 Cherry Creek Drive South, Denver, Colorado 80246-1530

Andrew.Todd@state.co.us | www.colorado.gov/cdphe

From: [German, Dave](#)
To: [Chris LaRue](#)
Subject: Response to Request for Comments: RCU2017-00014
Date: Wednesday, May 17, 2017 2:18:05 PM

Case Name: Crown Castle Cell Site 1

Case Number: RCU2017-00014

Mr. LaRue:

This application is described as an existing cell site in an industrial area. The City of Westminster has no objections to an Adams County CUP Renewal. If unscreened, the City does recommend that the applicant install screening to hide antennas, wires, conduit, and other equipment to reduce visual impact to neighboring properties.

Respectfully,

David W. German, AICP

Planner

City of Westminster Planning Division

Community Development Department

4800 W. 92nd Avenue

Westminster, Colorado 80031

303.658.2479

City Hall is open from 7:00AM to 6:00PM, Monday through Thursday.

City Hall is closed every Friday, Saturday, and Sunday.



W E S T M I N S T E R

Online Permitting and Payments is now available through the City of Westminster's e-permitting system!

Please visit our [Online Permitting Manager](#) to apply for permits and projects, submit plans, make payments, and schedule inspections.

From: [Terry Barnhart](#)
To: [Chris LaRue](#)
Subject: RE: RCU2017-00014 Crown Castle Cell Site # 1 request for comments
Date: Friday, April 28, 2017 9:20:02 AM

Chris:

Hyland Hills Park and Recreation District has no objections on this project.

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

From: Chris LaRue [mailto:CLaRue@adcogov.org]
Sent: Thursday, April 27, 2017 4:45 PM
To: Chris LaRue
Subject: RCU2017-00014 Crown Castle Cell Site # 1 request for comments

The Adams County Planning Commission and Board of County Commissioners are requesting comments on the following request:

Request to extend a conditional use permit for a cell tower for an additional 10 years.

This request is located at: 5550 SHERIDAN BLVD

The Assessor's Parcel Number is: 0182518231006

Applicant Information: MARK GCGAREY
3308 BIRCH ROAD
LONGMONT, CO 80504

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 (720) 523-6800 by **05/22/2017** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to CLaRue@adcogov.org. Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Christopher C. LaRue
Senior Planner, *Community & Economic Development Department*



May 18, 2017

Chris LaRue
Adams County
Community & Economic Development Department
4430 S Adams County Pkwy, Suite W2000
Brighton, CO 80601-8204

RE: Crown Castle Cell Site 1, 5550 Sheridan Boulevard
Project No. RCU2017-00014
TCHD Case No. 4385

Dear Mr. LaRue:

Thank you for the opportunity to review and comment on the extension of a Conditional Use Permit to allow a cell tower for an additional 10 years located at 5550 Sheridan Blvd. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD has no comments.

Please feel free to contact me at (720) 200-1585 or lbroten@tchd.org if you have any questions regarding TCHD's comments.

Sincerely,

A handwritten signature in black ink, appearing to read "LB", is placed below the word "Sincerely,".

Laurel Broten, MPH
Land Use and Built Environment Specialist
Tri-County Health Department

CC: Sheila Lynch, Monte Deatrich, TCHD



March 20, 2018

Greg Barnes
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: Crown Castle Cell Site 1, 5550 Sheridan Blvd, Project No. RCU2017-00014
TCHD Case No. 4826

Dear Mr. Barnes,

Thank you for the opportunity to review and comment on the Conditional Use Permit Extension Request to allow a commercial telecommunications tower for an additional 10 years located at 5550 Sheridan Blvd. Tri-County Health Department (TCHD) staff previously reviewed the application for the telecommunications tower in a letter dated May 18, 2017 and had no comments. After reviewing the resubmittal materials, TCHD has no comments.

Please feel free to contact me at 720-200-1585 or ahenrich@tchd.org if you have any questions on TCHD's comments.

Sincerely,

A handwritten signature in dark ink, appearing to read "Annemarie Heinrich", written in a cursive style.

Annemarie Heinrich, MPH/MURP
Land Use and Built Environment Specialist

cc: Sheila Lynch, Monte Deatrich, TCHD



Right of Way & Permits
1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

May 16, 2017

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Chris LaRue

Re: Crown Castle Cell Site 1, Case # RCU2017-00014

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the documentation for **Crown Castle Cell Site 1** and has no conflict with the conditional use permit renewal.

Please note PSCo has existing electric facilities within the vicinity of this cell site.

Should you have any questions with this referral response, please contact me at 303-571-3306.

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado



Right of Way & Permits
1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

March 9, 2018

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Greg Barnes

Re: Crown Castle Cell Site 1 – 2nd referral, Case # RCU2017-00014

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the documentation for **Crown Castle Cell Site 1** and has no conflict with the conditional use permit renewal.

Please note PSCo has existing electric facilities within the vicinity of this cell site.

Should you have any questions with this referral response, please contact me at 303-571-3306.

Donna George
Right of Way and Permits
Public Service Company of Colorado

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Request for Comments

Case Name:	Crown Castle Cell Site 1
Case Number:	RCU2017-00014

April 27, 2017

The Adams County Planning Commission and Board of County Commissioners are requesting comments on the following request:

Request is being made to extend conditional use permit for 10 years.

This request is located at: 5550 SHERIDAN BLVD

The Assessor's Parcel Number is: 0182518231006

Applicant Information: MARK GCGAREY
3308 BIRCH ROAD
LONGMONT, CO 80504

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 (720) 523-6800 by 05/22/2017 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to CLaRue@adcogov.org. Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Christopher C. LaRue
Senior Planner

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5

Community & Economic
Development Department
Development Services Division
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Public Hearing Notification

Case Name: Crown Castle Cell Site 1
Case Number: RCU2017-00014

Planning Commission Hearing Date: 04/26/2018 at 6:00 p.m.
Board of County Commissioners Hearing Date: 05/15/2018 at 9:30 a.m.

March 29, 2018

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request: **extension a conditional use permit for a cell tower for an additional 10 years**

The proposed use will be Commercial. This request is located at 5550 SHERIDAN BLVD on 0.26 acres. The Assessor's Parcel Number is 0182518231006. The legal description of the site is: *OWENS BROS SUB;BLK:, LOT:1 LOT:2, DESC:EXC PARC TO HIWAY.*

Applicant Information: MARK MCGAREY
3308 BIRCH ROAD
LONGMONT, CO 80504

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601-8216. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at (720) 523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date.

For further information regarding this case, please contact the Community and Economic Development Department, 4430 S Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Greg Barnes
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5

PUBLICATION REQUEST

Crown Castle Cell Site 1

Case Number:	RCU2017-00014
Planning Commission Hearing Date:	04/26/2018 at 6:00 p.m.
Board of County Commissioners Hearing Date:	05/15/2018 at 9:30 a.m.

Request: Request to extend a conditional use permit for a cell tower for an additional 10 years

Location:	5550 SHERIDAN BLVD
Parcel Number:	0182518231006

Legal Description: OWENS BROS SUBD BLK:1 LOT:1 LOT:2 DESC: EXC PARC TO HIWAY

Case Manager:	Greg Barnes
Case Technician:	Shayla Christenson

Applicant:	MARK GCGAREY
	3308 BIRCH ROAD
	LONGMONT, CO 80504

Owner:	READY MIXED CONCRETE COMPANY
	4395 WASHINGTON STREET
	DENVER, CO 80216



Referral Listing
Case Number RCU2017-00014
Crown Castle Cell Site 1

Agency	Contact Information
Adams County Development Services - Building	Justin Blair 4430 S Adams County Pkwy Brighton CO 80601 720-523-6825 JBlair@adcogov.org
Adams County Fire Protection District	Chris Wilder 8055 N. WASHINGTON ST. DENVER CO 80229 (303) 289-4683 cwilder@acfpd.org
BERKELEY NEIGHBORHOOD ASSOC.	GLORIA RUDDEN 4420 W 52ND PL. DENVER CO 80212 (303) 433-7653 (303) 477-9669 seminoegrandma@gmail.com
BERKELEY WATER & SAN DISTRICT	SHARON WHITEHAIR 4455 W 58TH AVE UNIT A ARVADA CO 80002 (303) 477-1914 berkeleywater@gmail.com
CDPHE - AIR QUALITY	Paul Lee 4300 CHERRY CREEK DRIVE SOUTH DENVER CO 80246-1530 303-692-3127 paul.lee@state.co.us
CDPHE - WATER QUALITY PROTECTION SECT	Patrick Pfaltzgraff 4300 CHERRY CREEK DRIVE SOUTH WQCD-B2 DENVER CO 80246-1530 303-692-3509 patrick.j.pfaltzgraff@state.co.us
CDPHE SOLID WASTE UNIT	Andy Todd 4300 CHERRY CREEK DR SOUTH HMWMD-CP-B2 DENVER CO 80246-1530 303.691.4049 Andrew.Todd@state.co.us
Century Link, Inc	Brandyn Wiedreich 5325 Zuni St, Rm 728 Denver CO 80221 720-578-3724 720-245-0029 brandyn.wiedrich@centurylink.com

Agency	Contact Information
CITY OF WESTMINSTER	MAC CUMMINS 4800 W 92ND AVE. WESTMINSTER CO 80031 (303) 658-2093 mcummins@cityofwestminster.us
CITY OF WESTMINSTER	Andy Walsh 4800 W 92nd Avenue WESTMINSTER CO 80031 303-658-2563 awalsh@cityofwestminster.us
Code Compliance Supervisor	Eric Guenther eguenther@adcogov.org 720-523-6856 eguenther@adcogov.org
COLORADO DEPT OF TRANSPORTATION	Steve Loeffler 2000 S. Holly St. Region 1 Denver CO 80222 303-757-9891 steven.loeffler@state.co.us
COLORADO DIVISION OF WILDLIFE	Eliza Hunholz Northeast Regional Engineer 6060 BROADWAY DENVER CO 80216-1000 303-291-7454 eliza.hunholz@state.co.us
COLORADO DIVISION OF WILDLIFE	JOSEPH PADIA 6060 BROADWAY DENVER CO 80216 303-291-7132 joe.padia@state.co.us
COMCAST	JOE LOWE 8490 N UMITILLA ST FEDERAL HEIGHTS CO 80260 303-603-5039 thomas_lowe@cable.comcast.com
COUNTY ATTORNEY- Email	Christine Francescani CFrancescani@adcogov.org 6884
Engineering Department - ROW	Transportation Department PWE - ROW 303.453.8787
Engineering Division	Transportation Department PWE 6875
ENVIRONMENTAL ANALYST	Jen Rutter PLN 6841

Agency	Contact Information
Hyland Hills Park & Recreation District	Terry Barnhart 8801 Pecos St Denver CO 80260 303-650-7507 303-650-7507 tbarnhart@hylandhills.org
METRO WASTEWATER RECLAMATION	CRAIG SIMMONDS 6450 YORK ST. DENVER CO 80229 303-286-3338 CSIMMONDS@MWRD.DST.CO.US
NS - Code Compliance	Andy San Nicolas asannicolas@adcogov.org 720.523.6831 asannicolas@adcogov.org
Parks and Open Space Department	Nathan Mosley mpedrucci@adcogov.org aclark@adcogov.org (303) 637-8000 nmosley@adcogov.org
REGIONAL TRANSPORTATION DIST.	CHRIS QUINN 1560 BROADWAY SUITE 700 DENVER CO 80202 303-299-2439 chris.quinn@rtd-denver.com
SHERIFF'S OFFICE: SO-HQ	MICHAEL McINTOSH nblair@adcogov.org; aoverton@adcogov.org; mkaiser@adcogov.org snielson@adcogov.org (303) 654-1850 aoverton@adcogov.org; mkaiser@adcogov.org; snielson@adcogov.org
Sheriff's Office: SO-SUB	SCOTT MILLER TFuller@adcogov.org, smiller@adcogov.org aoverton@adcogov.org; mkaiser@adcogov.org 720-322-1115 smiller@adcogov.org
TRI-COUNTY HEALTH DEPARTMENT	Sheila Lynch 6162 S WILLOW DR, SUITE 100 GREENWOOD VILLAGE CO 80111 720-200-1571 landuse@tchd.org
TRI-COUNTY HEALTH DEPARTMENT	MONTE DEATRICH 4201 E. 72ND AVENUE SUITE D COMMERCE CITY CO 80022 (303) 288-6816 mdeatrich@tchd.org
Tri-County Health: Mail CHECK to Sheila Lynch	Tri-County Health landuse@tchd.org .

AgencyContact Information

WESTMINSTER FIRE DEPT.

CAPTAIN DOUG HALL
9110 YATES ST.
WESTMINSTER CO 80031
303-430-2400 x4542
dhall@ci.westminster.co.us

WESTMINSTER SCHOOL DISTRICT #50

Jackie Peterson
7002 Raleigh Street
WESTMINSTER CO 80030
720-542-5100
jpeterson@adams50.org

Xcel Energy

Donna George
1123 W 3rd Ave
DENVER CO 80223
303-571-3306
Donna.L.George@xcelenergy.com

Xcel Energy

Donna George
1123 W 3rd Ave
DENVER CO 80223
303-571-3306
Donna.L.George@xcelenergy.com

Exhibit 6.5 Property Owner Notification

52ND AVENUE INVESTMENTS LLC
4420 W 52ND PL
DENVER CO 80212-4012

LOC NO 2 LLC
5520 HARLAN ST
ARVADA CO 80002

ARVADA RIDGE PROPERTIES LLC
5016 W 58TH AVE
ARVADA CO 80002-7002

PLH LLC
PO BOX 12439
DENVER CO 80212-0439

BERKELEY INVESTMENTS
5400 SHERIDAN BLVD
ARVADA CO 80002-7046

RAH ENTERPRISES LLC
5076 W 58TH AVE
ARVADA CO 80002-7002

CITY OF WESTMINSTER
4800 W 92ND AVE
WESTMINSTER CO 80030-6399

READY MIXED CONCRETE COMPANY
4395 WASHINGTON STREET
DENVER CO 80216

DUCTS HOLDINGS LLC
5156 W 58TH AVE STE A
ARVADA CO 80002-7013

SBC ARCHWAY IX LLC
6161 S SYRACUSE WAY STE 330
GREENWOOD VILLAGE CO 80111-4755

GOM HOLDINGS LLC
5106 W 58TH AVE
ARVADA CO 80002-7010

STATE HIGHWAY DEPT
2000 S HOLLY ST
DENVER CO 80222-4818

GORALNIK PATRICIA E
C/O GLORIA RUDDEN
4420 W 52ND PL
DENVER CO 80212-4012

THOUTT AUDREY L
5833 SWADLEY CT
ARVADA CO 80004-4228

GORALNIK PATRICIA E
C/O GLORIA RUDDEN
4420 W 52ND PLACE
DENVER CO 80212

THOUTT BROTHERS CONCRETE
CONTRACTORS INC
5460 TENNYSON ST
DENVER CO 80212-4049

HYLAND HILLS PARK AND
RECREATION DISTRICT
8801 N PECOS ST
FEDERAL HEIGHTS CO 80260

WHITE JAMES F/EVELYN J TRUSTEES/WHITE
JAMES F LIVING TRUST/WHITE EVELYN LIVING
2350 W 153RD PL
BROOMFIELD CO 80023

KERSHAW DITCH COMPANY
C/O BOB KRUGMIRE
6575 W 88TH AVE
WESTMINSTER CO 80031-2911

CERTIFICATE OF POSTING



I, J. Gregory Barnes do hereby certify that I posted the property at

5550 Sheridan Boulevard

on April 10, 2018

in accordance with the requirements of the Adams County Zoning Regulations

J. Gregory Barnes

Crown Castle I

RCU2017-00014

5550 Sheridan Boulevard

May 15, 2018

Board of County Commissioners Public Hearing
Community and Economic Development Department

Case Manager: Greg Barnes



Request

Renewal of a Conditional Use Permit for a commercial telecommunications tower in the Industrial-2 (I-2) zone district.

Background

- February 1997: Conditional Use Permit to allow tower.
 - Granted 10-year approval
 - Tower constructed
- November 2007: Renewed Conditional Use Permit
 - Granted 10 year approval



Sheridan Blvd.

Lowell Blvd.

Site

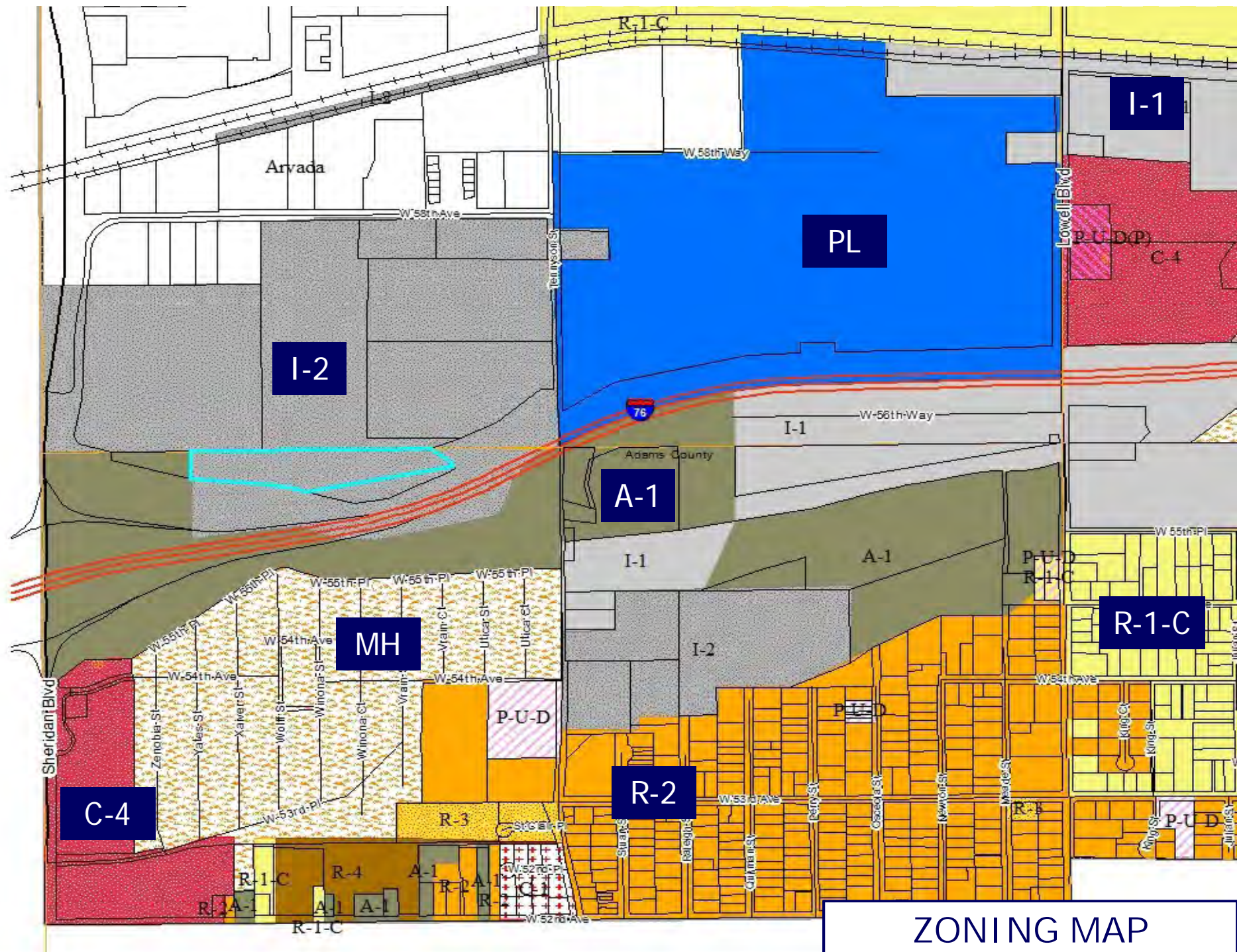
Interstate 76

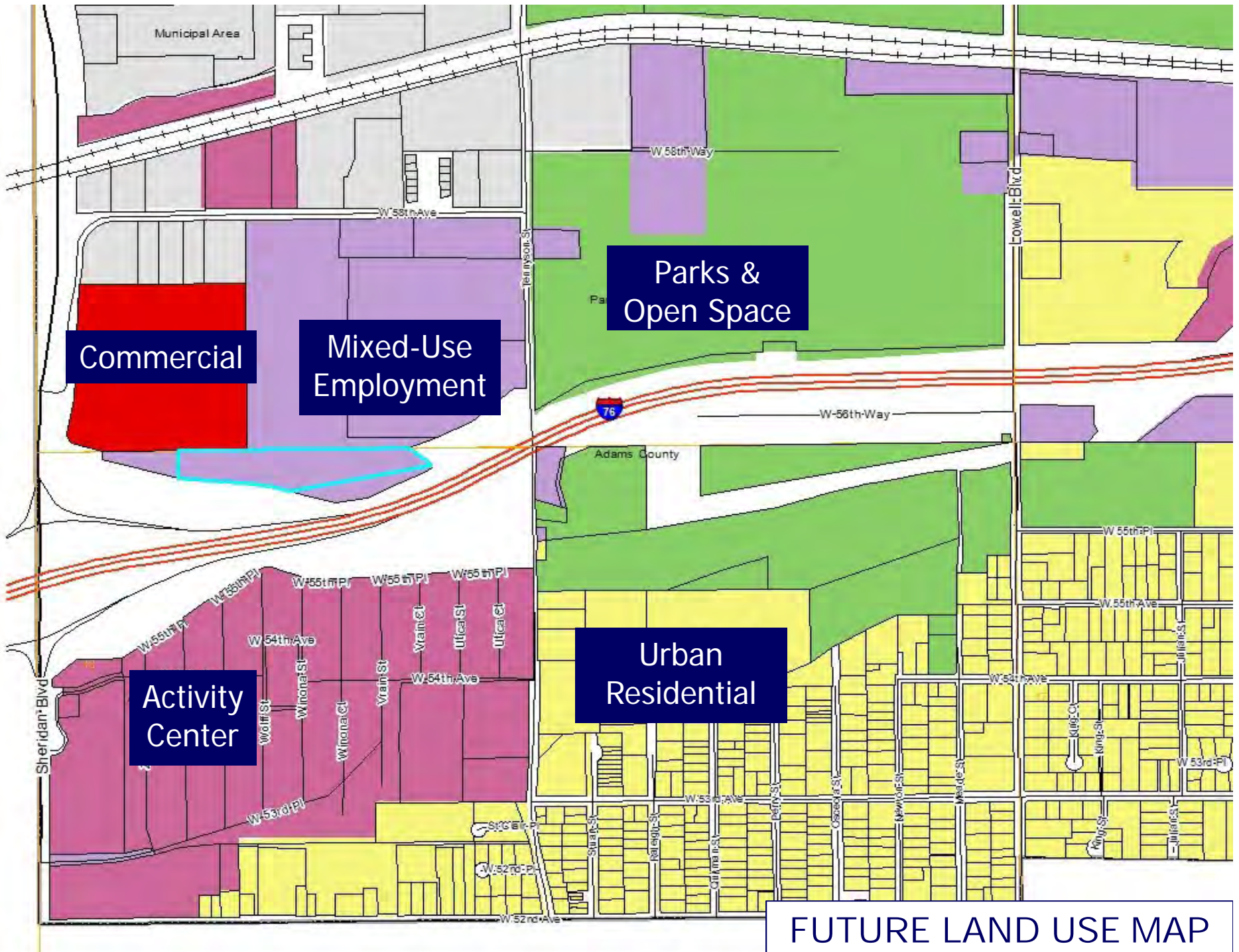
W. 52nd Avenue

Jefferson
County

Denver
County

AERIAL MAP

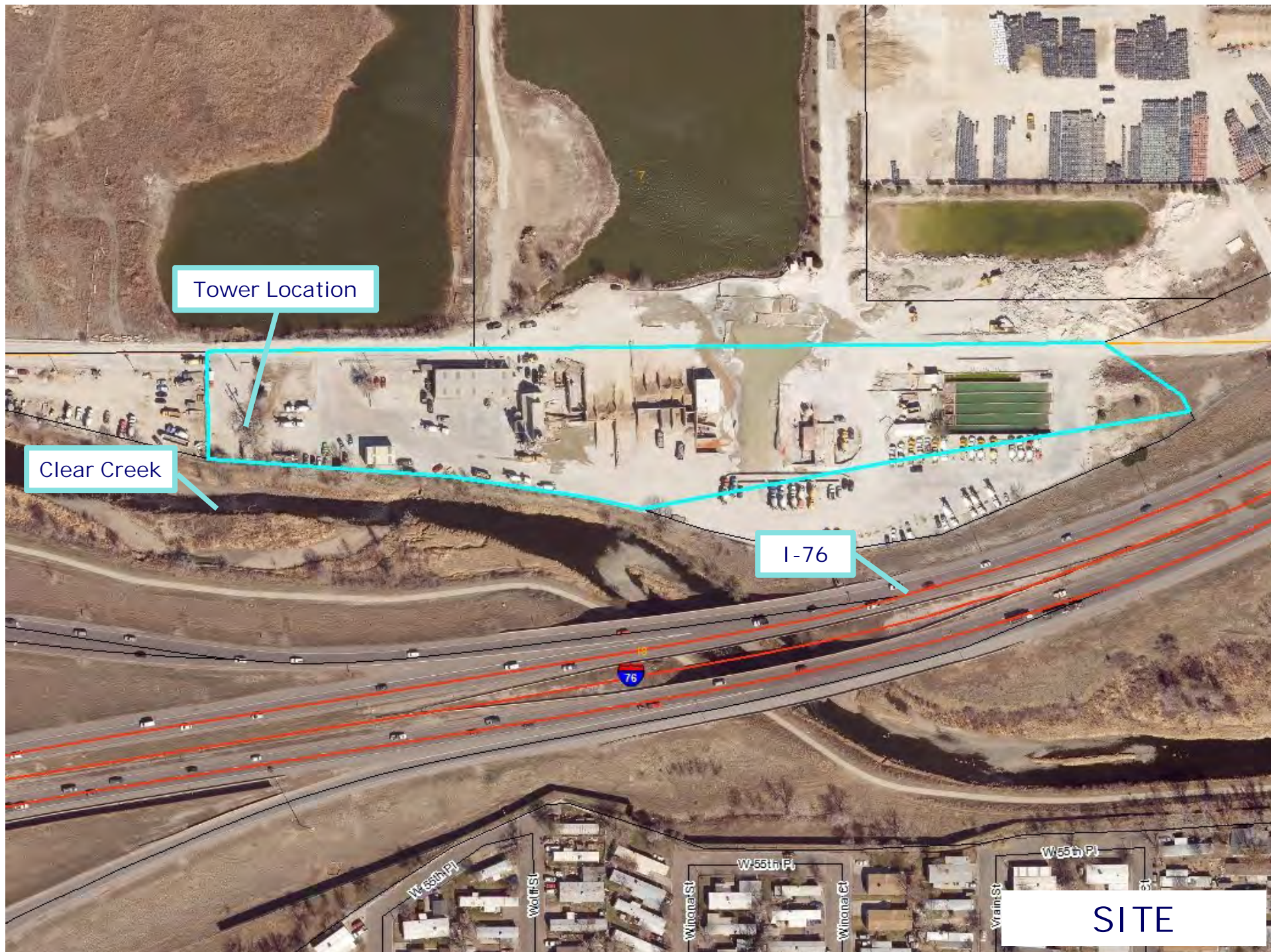




Criteria for Conditional Use

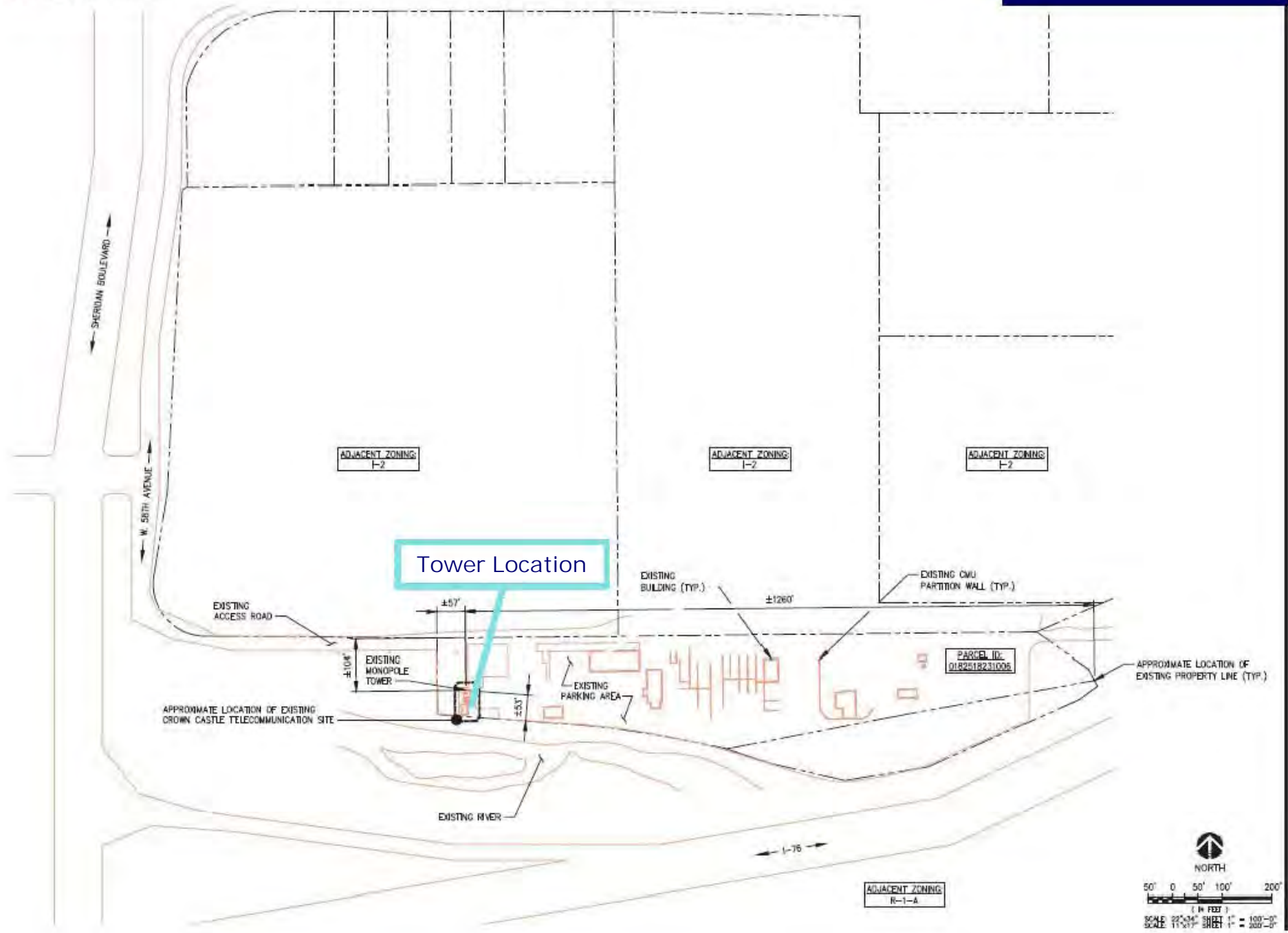
Section 2-02-08-06

1. Permitted in zone district
2. Consistent with regulations
3. Comply with performance standards
4. Harmonious & compatible
5. Addressed all off-site impacts
6. Site suitable for use
7. Site plan adequate for use
8. Adequate services

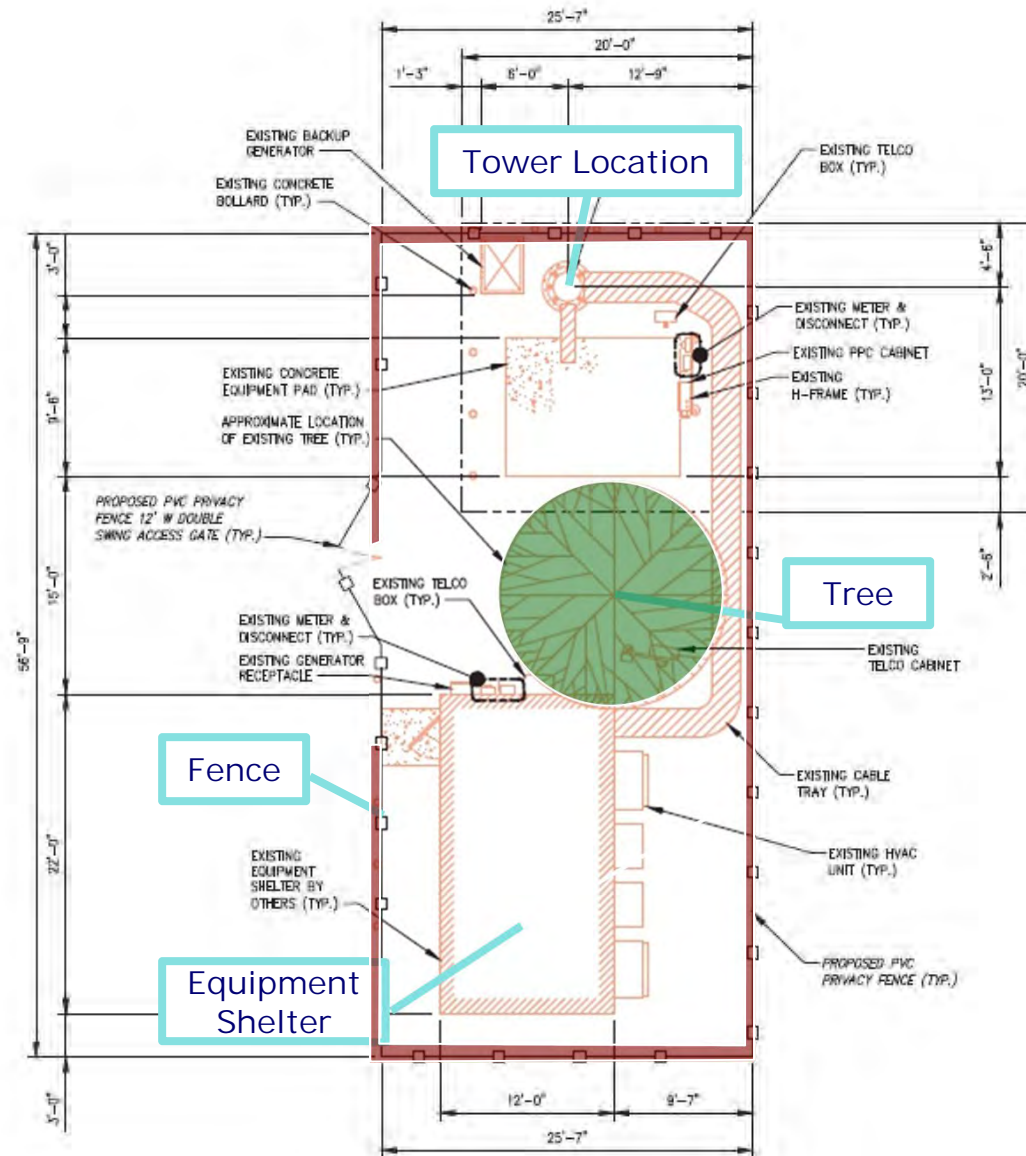


INFORMATION CONTAINED WITHIN DRAWINGS
IS BASED ON PROVIDED INFORMATION AND
IS NOT THE RESULT OF A FIELD SURVEY.

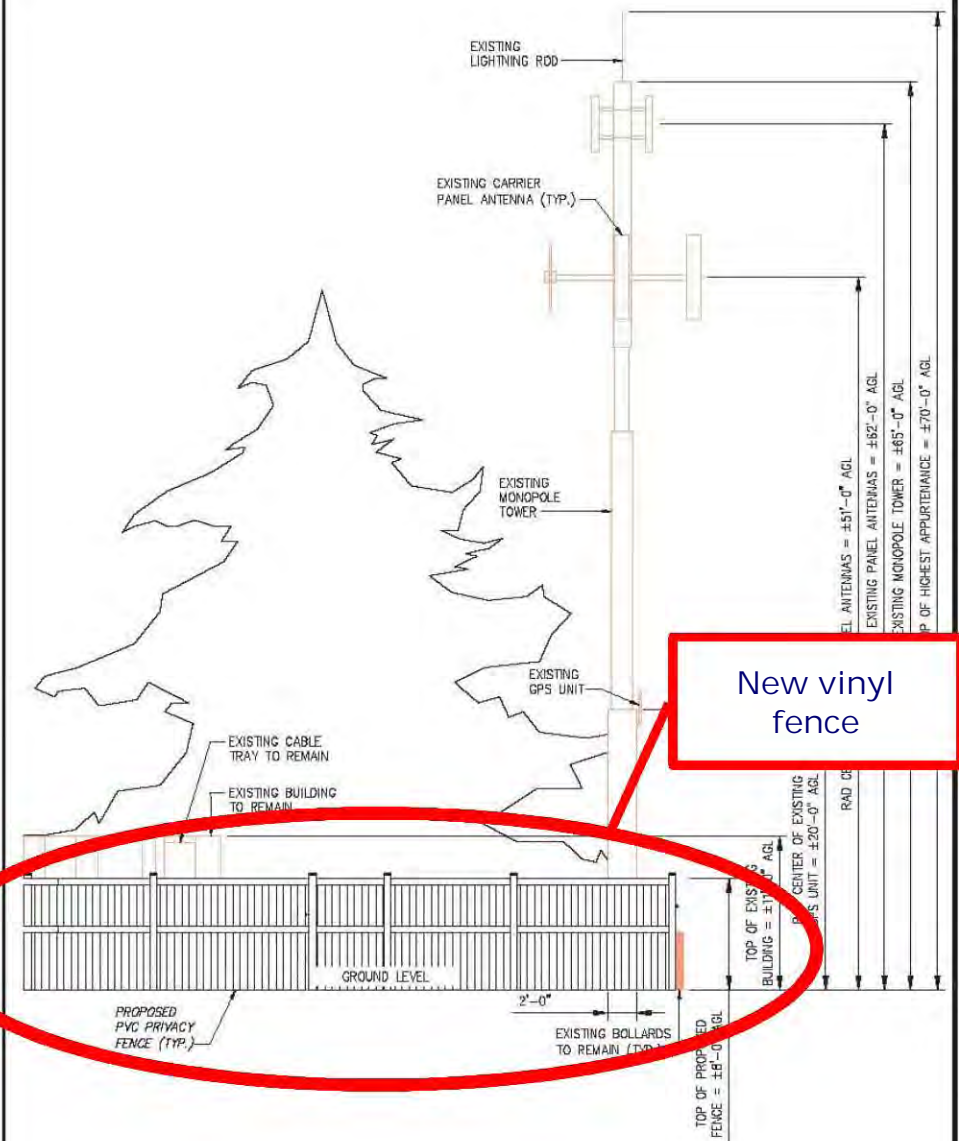
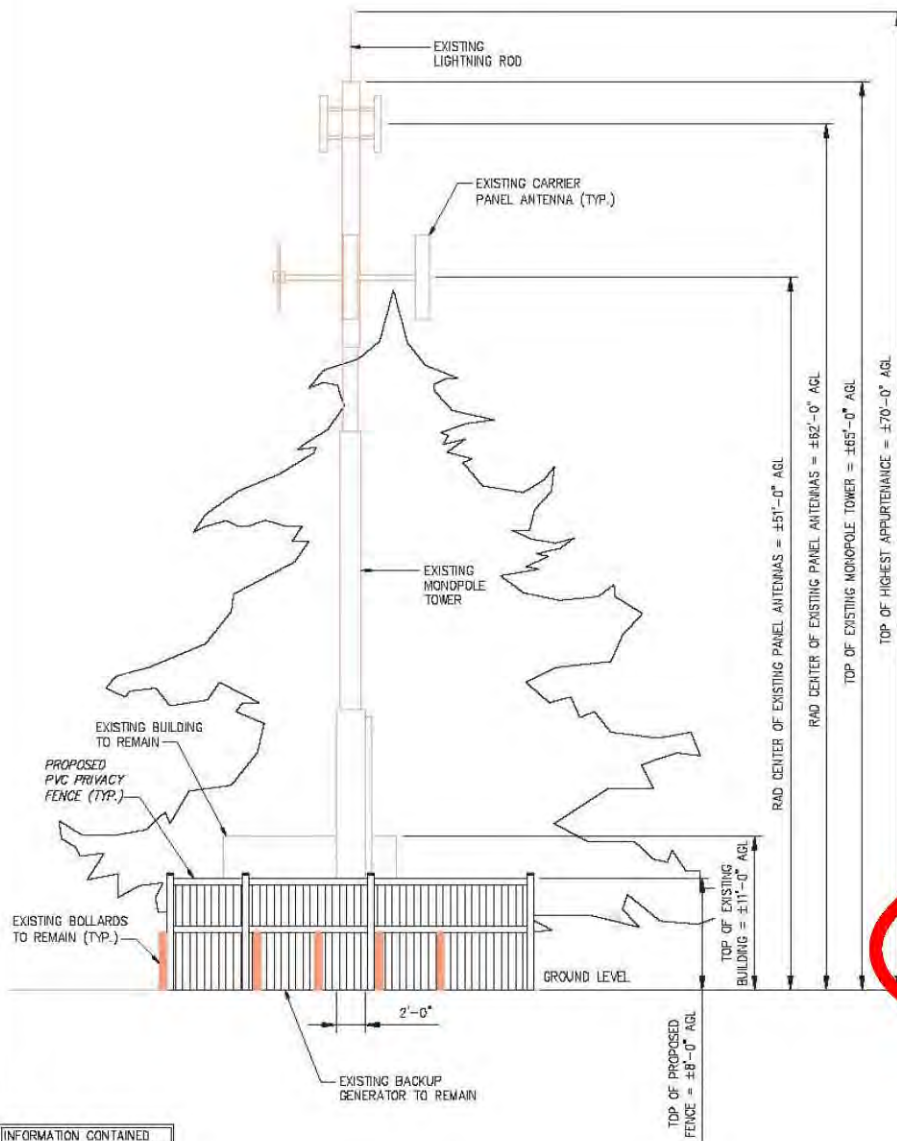
SITE PLAN



SITE PLAN



INFINIGY ENGINEERING HAS NOT EVALUATED THE TOWER OR MOUNT FOR THIS SITE AND ASSUMES NO RESPONSIBILITY FOR ITS STRUCTURAL INTEGRITY. REFER TO STRUCTURAL ANALYSIS BY OTHERS PRIOR TO ANY CONSTRUCTION.



New vinyl fence

INFORMATION CONTAINED WITHIN DRAWINGS IS BASED ON PROVIDED INFORMATION.

EXISTING (NORTH) TOWER ELEVATION

NO SCALE

1

EXISTING (WEST) TOWER ELEVATION

NO SCALE

2



TOWER FROM NORTH

- Mature trees block view from I-76.
- Fencing required to screen equipment at base.



TOWER FROM WEST

- Mature trees block view from I-76.
- Fencing required to screen equipment at base.



ACCESS ROAD

- Private Access road from Sheridan Boulevard into site.



Referral Period

Notices sent to property owners*	# of Comments Received
19	0

* Property owners within 1,000 feet were notified

Referral Agency Comments:

None

Criteria for Conditional Use

Section 2-02-08-06

1. Permitted in zone district
2. Consistent with regulations
3. Comply with performance standards
4. Harmonious & compatible
5. Addressed all off-site impacts
6. Site suitable for use
7. Site plan adequate for use
8. Adequate services

Staff Analysis

- Use appropriate for zone district
- Existing landscaping shields from public roadways
- Improved fencing to better comply with standards
- Site plan adequate for use
- Harmonious and compatible

PC Update

Public Hearing on April 26, 2018.

Approval of RCU2017-00014 – Crown Castle I with:

- 8 Findings-of-Fact
- 5 Conditions

Recommended Conditions

1. Any telecommunications facility that ceases to be in operation for a consecutive period of six months or more shall be removed from the site within 90 days of the end of such period of non-use.
2. The Conditional Use Permit shall expire on May 15, 2028.
3. The height of the freestanding telecommunications tower shall not exceed 70 feet.
4. The tower shall provide co-location opportunities for other telecommunication tower providers.
5. The proposed eight foot tall PVC fence shown on the site plan will be forest green in color. If at any time, the fence should fall into disrepair, the fence must be replaced no later than sixty days.



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

CASE NO.: RCU2017-00016

CASE NAME: CROWN CASTLE III

TABLE OF CONTENTS

EXHIBIT 1 – BoCC Staff Report

EXHIBIT 2- Maps

- 2.1 Aerial Map
- 2.2 Zoning Map
- 2.3 Future Land Use Map
- 2.4 Simple Map

EXHIBIT 3- Applicant Information

- 3.1 Applicant Written Explanation
- 3.2 Applicant Site Plan

EXHIBIT 4- Referral Comments

- 4.1 Referral Comments (Adams County)
- 4.2 Referral Comments (CDOT)
- 4.3 Referral Comments (CDPHE)
- 4.4 Referral Comments (City of Commerce City)
- 4.5 Referral Comments (South Adams County Water & Sanitation District)
- 4.6 Referral Comments (TCHD)
- 4.7 Referral Comments (Xcel)

EXHIBIT 5- Citizen Comments

None

EXHIBIT 6- Associated Case Materials

- 6.1 Request for Comments
- 6.2 Public Hearing Notice
- 6.3 Newspaper Publication
- 6.4 Referral Agency Labels
- 6.5 Property Owner Labels
- 6.6 Certificate of Posting



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT
STAFF REPORT**

Board of County Commissioners

April 26, 2018

CASE No.: **RCU2017-00016**

CASE NAME: **Crown Castle III**

Owner's Name:	Ready Mixed Concrete Company
Applicant's Name:	Interstate Business Park, LLC
Applicant's Address:	3440 Youngfield Street, #235, Wheat Ridge, CO 80033
Location of Request:	6245 East 88 th Avenue
Nature of Request:	A renewal of a conditional use permit to allow a commercial telecommunications tower on the property
Zone Districts:	Industrial-1 (I-1)
Comprehensive Plan:	Commercial
Site Size:	660 sq. ft. portion of a 2.4 ac. site
Proposed Uses:	Telecommunication Tower
Existing Use:	Telecommunication Tower
Hearing Date(s):	PC: April 26, 2018 / 6:00 p.m.
	BOCC: May 15, 2018 /9:30 a.m.
Report Date:	April 16, 2018
Case Manager:	Greg Barnes
PC Recommendation:	APPROVAL with 8 Findings-of-Fact and 5 Conditions

SUMMARY OF PREVIOUS APPLICATIONS

On May 14, 1974, the County issued two building permits to allow construction of two 8,200 square foot structures on the subject property.

On September 3, 1974, the Board of County Commissioners approved the Interstate Industrial Park subdivision plat to create two lots, including the subject property. The County also approved a third 8,200 square foot structure on the property on September 13, 1974.

On March 17, 1997, the Board of County Commissioners approved a conditional use permit to allow a 65-foot commercial telecommunications tower on the property for five years. On April

22, 2002, the Board of County Commissioners approved a renewal of the conditional use permit for another five years. On August 8, 2007, the Board of County Commissioners approved a second renewal of the conditional use permit for an additional ten years.

SUMMARY OF APPLICATION

Background

Crown Castle, the applicant, is requesting renewal of the conditional use permit (CUP) to allow the existing commercial telecommunications tower to remain on the property for another ten years. The existing telecommunication tower occupies approximately 660 square feet of the 2.4 acre lot. Specifically, the existing tower is located approximately 220 feet north of East 88th Avenue and 200 feet west of Frontage Road. The elevation plans submitted with the application show the height of the tower to be seventy-one (71) feet (see Exhibit 3.2). There is also a proposed eight-foot high PVC fence to be constructed along the perimeter of the lease area for the telecommunication tower.

Site Characteristics:

The property has frontage along East 88th Avenue and Frontage Road. The site has access onto East 88th Avenue. Currently, the property is used as an industrial park. There are three buildings located on the property. The existing tower is located at the rear of the building in the southeastern corner of the property.

Development Standards and Regulations Requirements:

Per Section 3-07-01 of the Adams County Development Standards and Regulations, a conditional use permit is required for a commercial telecommunications tower in the I-1 zone district. Section 4-09-02-07 of the County's Development Standards and Regulations outlines design and performance standards for telecommunication facilities. These standards include maximum height, landscaping, screening, setbacks from property lines, separation from other freestanding facilities, and setbacks from residential uses.

The elevation plans, provided with the application, show the tower is proposed to be seventy-one (71) feet in height, which is a six (6) foot increase in height from the previous conditional use permit approved in 2007. Per Section 3-24-07-04 of the County's Development Standards, the maximum height allowed in the I-1 zone district for structures is sixty (60) feet. Section 4-09-02-07(3a) of the County's Development Standards and Regulations allows the Board of County Commissioners to approve an exception to the required height allowed in the zone district through the conditional use permit approval.

Per Section 4-09-02-07(3) of the County's Development Standards and Regulations, freestanding telecommunication towers shall not be located closer than the height of the tower from any property line. The existing telecommunication tower will be located 54 feet to the southeastern property line. This setback is inconsistent with the minimum setback standards. However, Section 4-09-02-07(3c) of the County's Development Standards and Regulations allows the Board of County Commissioners to grant an exception through the conditional use permit to allow the tower to be located closer than the required standard.

Landscaping may be required to screen the telecommunication tower, as outlined in Section 4-09-02-07(3b) of the County's Development Standards and Regulations. Currently, there are four mature trees on the property. These trees provide adequate screening of the property from Frontage Road. The site plan submitted with the application shows all equipment associated with the telecommunication tower will be enclosed with a new eight (8) foot tall PVC fence. The fence will be forest green in color to blend in with the surrounding area. The existing tower is located at the rear of an existing structure, which screens the tower from view along East 88th Avenue. The existing landscaping and screen fencing, as well as location of the tower behind a building all provide adequate screening to the tower.

Section 4-09-02-07(3)(d) of the County's Development Standards and Regulations requires new telecommunication towers to be located no closer than one-thousand (1,000) feet from the nearest telecommunications tower. From the information submitted by the applicant, the existing location conforms to the County's spacing requirement, as the nearest tower is approximately located 7,600 feet away. In addition, the applicant has provided coverage maps of the area to demonstrate the need for the existing tower to remain.

A bond is required to ensure removal of the tower if it is abandoned or no longer in need. The applicant submitted a bond in the amount of \$30,000 with the application. This is to ensure the tower's removal, if at a later date the tower's conditional use permit is not renewed.

Future Land Use Designation/Goals of the Comp-Plan for the Area

The future land use designation on the property is Commercial. Per Chapter 5 of the Adams County Comprehensive Plan, Commercial designated areas are intended to allow for retail and services to support the surrounding development. The request to renew an existing telecommunication tower is consistent with the County's Comprehensive Plan, as it will aid in providing improved telecommunication coverage to current and future development of the area.

Surrounding Zoning Designations and Existing Use Activity:

Northwest C-5 Vacant	North C-5 Warehouse	Northeast C-5 Warehouse
West C-5 Office/Outdoor Storage	Subject Property I-1 Multi-Tenant Industrial	East C-5 Interstate-76
Southwest I-2 Office, Warehouse, Light Manufacturing	South I-2 Office, Warehouse, Light Manufacturing	Southeast C-5 Abandoned Commercial Use

Compatibility with the Surrounding Land Uses:

A majority of the surrounding properties to the site are designated as Commercial-5 zoning. Interstate-76 is located directly east of the subject property. A number of industrial uses are located to the south, east, and north of the site. Currently, the property is developed with multi-tenant industrial buildings, as well as the commercial telecommunications tower. Approval of the subject conditional use permit will not change existing uses on the property.

PLANNING COMMISSION UPDATE:

The Planning Commission (PC) considered this case on April 26, 2018. Mr. Mark McGarey, the applicant's representative, spoke at the meeting and had no concerns with the staff report or presentation. The PC asked staff about landscaping requirements that were in place when the original tower was approved, and the typical lifespan of such a tower. Staff informed the PC that no landscaping was required at the time of the original approval, and typical lifespan of such a tower is over fifty (50) years. There was no one from the public to speak in favor or in opposition to the request.

The Planning Commission voted (6-0) to recommend approval of the request.

Staff Recommendations:

Based upon the application, the criteria for approval of a conditional use permit outlined in Section 2-02-08-06 of the County's Development Standards, the County's Comprehensive Plan, and a recent site visit, staff recommends approval of the request with 8 findings-of-fact and 5 conditions.

Findings-of-fact for Approval:

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the proposed conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are available and adequate to serve the needs of the conditional use as designed and proposed.

Recommended Conditions:

1. Any telecommunications facility that ceases to be in operation for a consecutive period of six months or more shall be removed from the site within 90 days of the end of such period of non-use.
2. The Conditional Use Permit shall expire on May 15, 2028.
3. The height of the freestanding telecommunications tower shall not exceed 71 feet.
4. The tower shall provide co-location opportunities for other telecommunication tower providers.
5. The proposed eight foot tall PVC fence shown on the site plan will be forest green in color. If at any time the fence should fall into disrepair, the fence must be replaced within sixty (60) days of receiving notice.

PUBLIC COMMENTS

Property Owners Notified	Number of Responses
24	0

Staff sent notices to property owners within 750 feet of the subject request. As of writing this report, staff has received no comments from the public.

COUNTY AGENCY COMMENTS

County staff conducted site visits in May 2017 and April 2018, and determined that the existing chain-link fence on the property does not provide adequate screening to the equipment area under the tower; and therefore, is requesting an eight foot PVC screen fence to provide adequate screening.

REFERRAL AGENCY COMMENTS**Responding with Concerns:**

None

Responding without Concerns:

City of Commerce City

CDOT

CDPHE

South Adams County Water & Sanitation District

Tri-County Health Department

Xcel Energy

Notified but not Responding / Considered a Favorable Response:

Century Link

Colorado Division of Wildlife

Comcast

Metro Wastewater Reclamation

South Adams County Fire Department



Legend

- Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)

RCU2017-00016

Crown Castle III

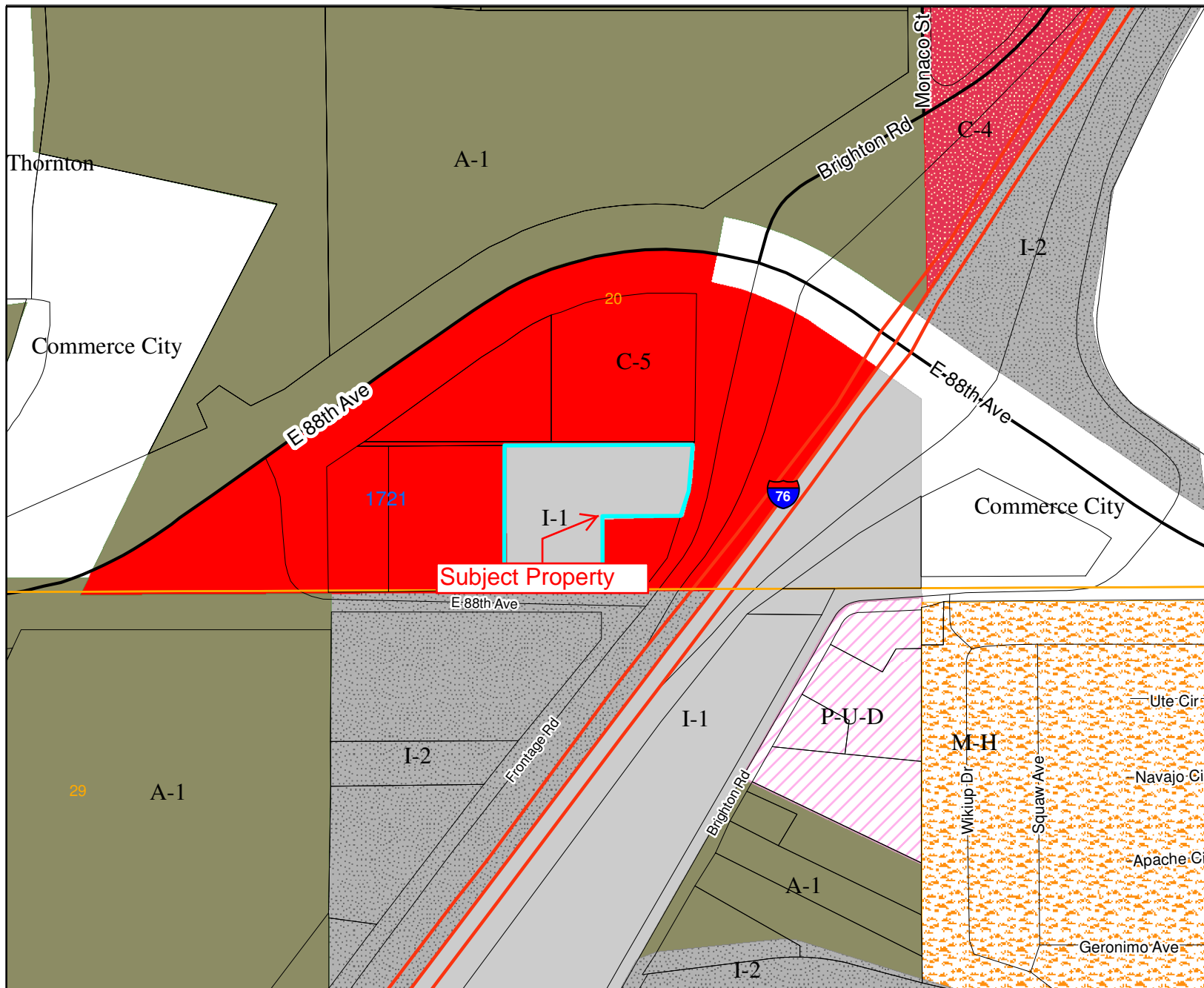


For display purposes only.



ADAMS COUNTY

This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



Legend

- Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)

RCU2017-00016

Crown Castle III



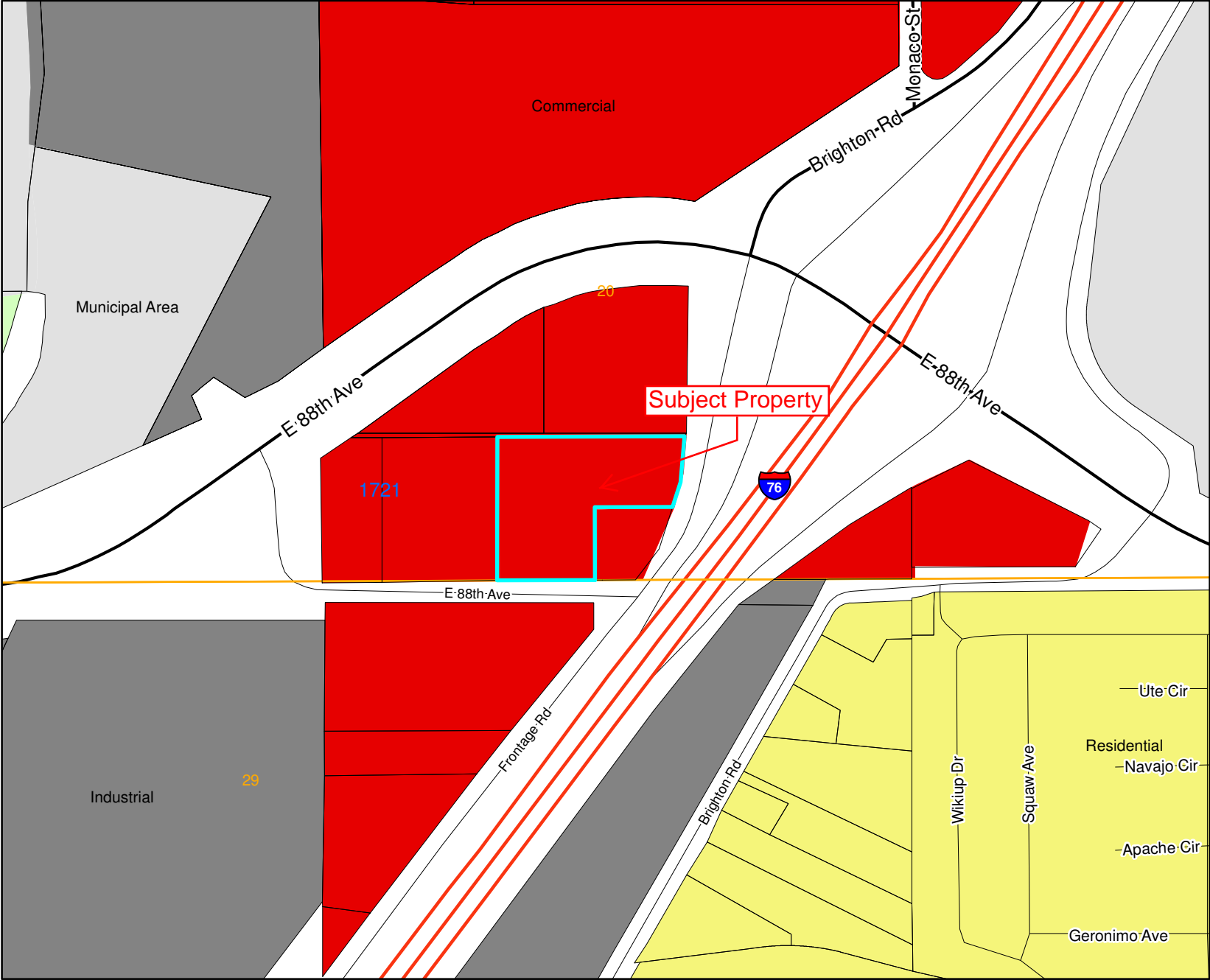
For display purposes only.



ADAMS COUNTY

COLLECTED

This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



Legend

- +— Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)

RCU2017-00016

Crown Castle III



For display purposes only.



ADAMS COUNTY

COMMISSION

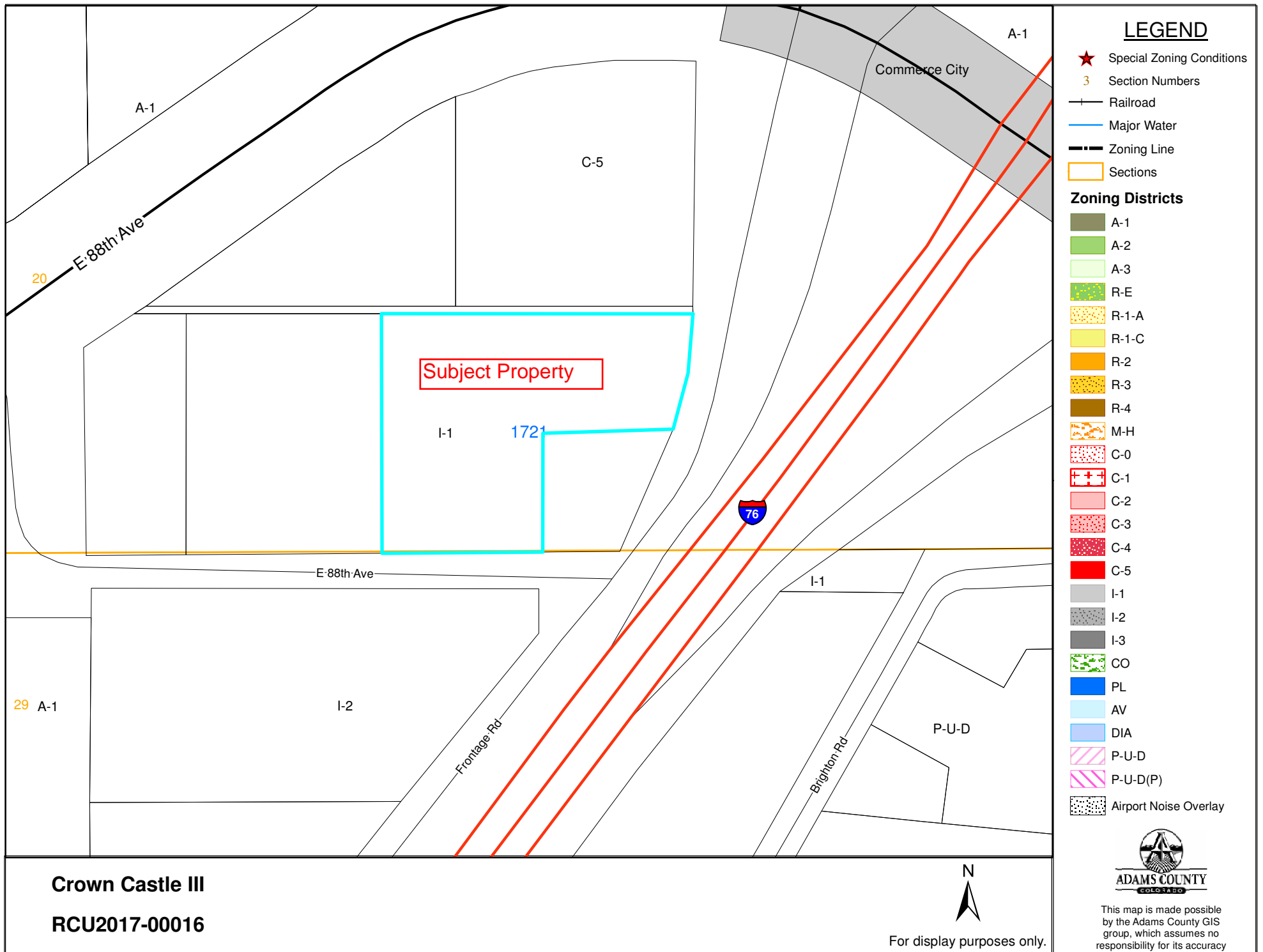
2017

This map is made possible

by the Adams County GIS

group, which assumes no

responsibility for its accuracy



Marken Telecommunication Services, LLC

PROJECT EXPLANATION (Revised)

To: Adams County Community Development Department

From: Mark McGarey, Marken Telecom Services on behalf of Crown Castle

Date: March 5, 2018

Re: Conditional Use Permit Extension Request, 6245 E. 88th Ave., BUN 877008
RCU2017-00016

Site Location: 6245 E. 88th Ave., APN: 0172120007001

Facility Owner: Crown Castle
200 Spectrum Center Drive,
Suite 1700 Irvine, CA 92618
Attn: Jim Lee

Applicant: Marken Telecom Services
3308 Birch Road
Frederick, CO 80504
303-485-0912

Property Owner: Interstate Business Park
3440 Youngfield St., #235
Wheat Ridge, CO 80033

Case History: Original Approval - Case #211-96-C and RCU 2002-026.
Extension of use permit under RCU2007-00019.
Permit Expired August 2017.

Request:

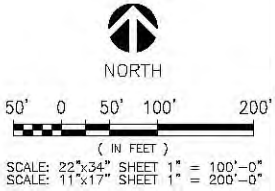
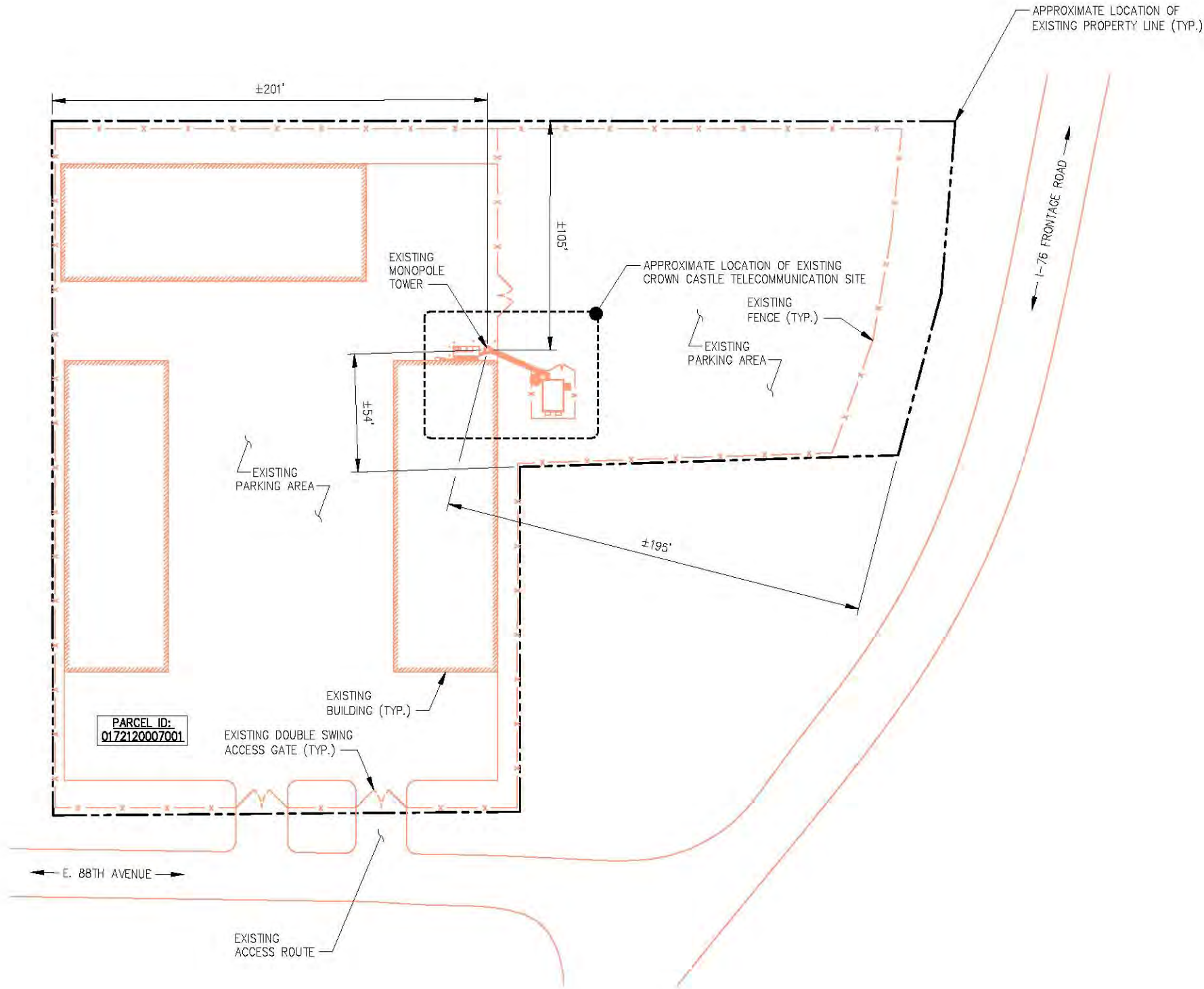
Crown Castle respectfully requests an extension to the original use permit to allow the cell site to continue to operate at 6245 E. 88th Ave. **There are no proposed changes or alterations to the facility with the exception of the addition of an 8' vinyl screen fence around the facility.** Crown anticipates the need for this facility for many years to come. With this application, Crown desires to keep the facility permitted and operational for at least an additional ten years.

Site Details:

The facility is located in an industrial zone at 6245 E. 88th Ave. and includes a 68' monopole containing two antenna arrays for Sprint and T-Mobile. The pole is located in the rear of the subject parcel inside an approximately 600 sq. ft. fenced compound within the 2.37 acre subject parcel. In addition to the pole, the lease area contains a 10' x 15' equipment building and outdoor radio equipment and concrete pad. The site is secured behind a 6' chain link fence. Surrounding lands are similarly zoned I-2 and C-5.

Crown and their carrier tenants, have no intention of decommissioning this facility in the near-term and would request the longest time extension allowable with this CUP. Crown is unaware of any negative input regarding the facility. The site provides cellular coverage for cell phone users in the vicinity of the facility, including E911 service. The pole can accommodate additional uses and Crown is actively marketing this facility for future tenant's use.

INFORMATION CONTAINED WITHIN
DRAWINGS IS BASED ON PROVIDED
INFORMATION AND IS NOT THE
RESULT OF A FIELD SURVEY.



PLANS PREPARED FOR:

CROWN CASTLE

2055 S. Stearman Drive
Chandler, AZ 85286

PLANS PREPARED BY:

INFINIGY
FROM ZERO TO INFINIGY
the solutions are endless

1490 W. 121st Avenue, Suite 101
Westminster, CO 80234
Office # (303) 219-1178
Fax # (303) 242-8636
JOB NUMBER: 425-000

ENGINEERING LICENSE:

DRAWING NOTICE:

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF CROWN CASTLE AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF CROWN CASTLE.

REVISIONS:

DESCRIPTION	DATE	BY	REV
REVISED/ISSUED FOR ZONING	12/08/17	CXE	F
REVISED/ISSUED FOR ZONING	11/17/17	CXE	E
REVISED/ISSUED FOR ZONING	10/12/17	SF	D
REVISED/ISSUED FOR ZONING	04/19/17	WNB	C
REVISED/ISSUED FOR ZONING	04/19/17	EJT	B
ISSUED FOR ZONING	04/13/17	CXE	A

SITE NAME:

FILL-IN / DENVER / DEN140

BUSINESS UNIT #:

877108

SITE ADDRESS:

6245 E. 88TH AVENUE
HENDERSON, CO 80229

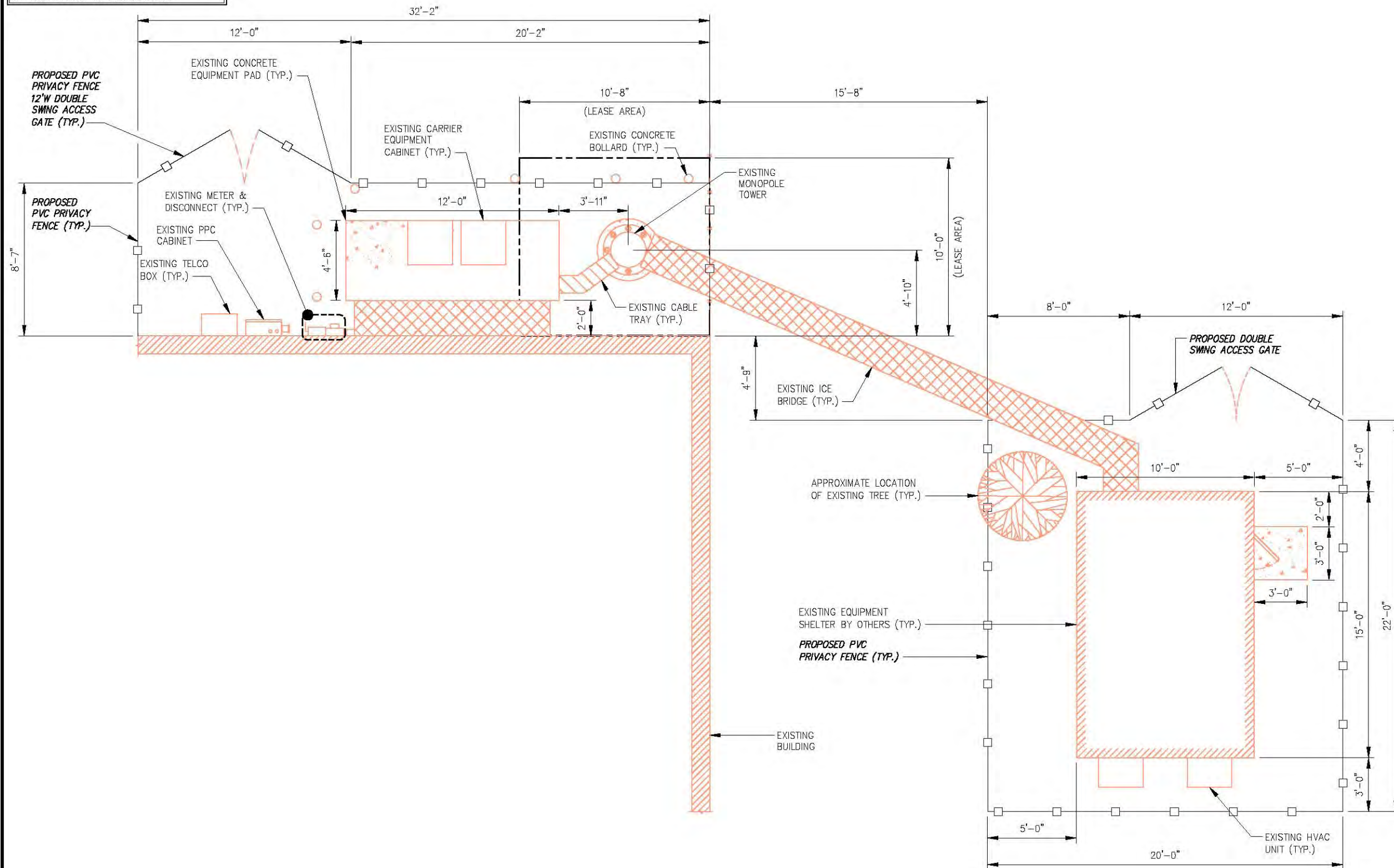
SHEET DESCRIPTION:


OVERALL SITE PLAN

SHEET NUMBER:


Z-1

INFORMATION CONTAINED WITHIN DRAWINGS IS
BASED ON PROVIDED INFORMATION AND IS NOT
THE RESULT OF A FIELD SURVEY. CONTRACTOR
TO VERIFY PRIOR TO CONSTRUCTION




 NORTH

1.5' 0 1.5' 3'



(IN FEET)

SCALE: 22"x34" SHEET 1" = 3'-0"
 SCALE: 11"x17" SHEET 1" = 6'-0"

1

PLANS PREPARED FOR: -



2055 S. Stearman Drive
Chandler, AZ 85286

PLANS PREPARED BY:

INFINIGY
FROM ZERO TO INFINIGY
the solutions are endless

1490 W. 121st Avenue, Suite 101
Westminster, CO 80234
Office # (303) 219-1178
Fax # (303) 242-8636
JOB NUMBER: 425-000

ENGINEERING LICENSE:

DRAWING NOTICE: •

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF CROWN CASTLE AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF CROWN CASTLE.

REVISIONS:				
DESCRIPTION	DATE	BY	REV	
REVISED/ISSUED FOR ZONING	12/08/17	CKE	F	
REVISED/ISSUED FOR ZONING	11/17/17	CKE	E	
REVISED/ISSUED FOR ZONING	10/12/17	SF	D	
REVISED/ISSUED FOR ZONING	04/19/17	WNB	C	
REVISED/ISSUED FOR ZONING	04/19/17	EJT	B	
ISSUED FOR ZONING	04/13/17	CKE	A	

SITE NAME:

FILL-IN / DENVER /
DEN140

BUSINESS UNIT #:

877108

SITE ADDRESS: -

6245 E. 88TH AVENUE
HENDERSON, CO 80229

SHEET DESCRIPTION:


ENLARGED SITE PLAN

SHEET NUMBER: -

Z-2

INFINIGY ENGINEERING HAS NOT EVALUATED THE TOWER OR MOUNT FOR THIS SITE, AND ASSUMES NO RESPONSIBILITY FOR ITS STRUCTURAL INTEGRITY. REFER TO STRUCTURAL ANALYSIS BY OTHERS PRIOR TO ANY CONSTRUCTION.


PLANS PREPARED FOR:



CROWN
CASTLE

2055 S. Stearman Drive
Chandler, AZ 85286

PLANS PREPARED BY:



INFINIGY

FROM ZERO TO INFINIGY
the solutions are endless

1490 W. 121st Avenue, Suite 101
Westminster, CO 80234
Office # (303) 219-1178
Fax # (303) 242-8636
JOB NUMBER: 425-000

ENGINEERING LICENSE:

DRAWING NOTICE:

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REVISIONS:				
DESCRIPTION	DATE	BY	REV	
REVISED/ISSUED FOR ZONING	12/08/17	CKE	F	
REVISED/ISSUED FOR ZONING	11/17/17	CKE	E	
REVISED/ISSUED FOR ZONING	10/12/17	SF	D	
REVISED/ISSUED FOR ZONING	04/19/17	WNB	C	
REVISED/ISSUED FOR ZONING	04/19/17	EJT	B	
ISSUED FOR ZONING	04/13/17	CKE	A	

SITE NAME:

FILL-IN / DENVER /
DEN140

BUSINESS UNIT #:

877108

SITE ADDRESS:

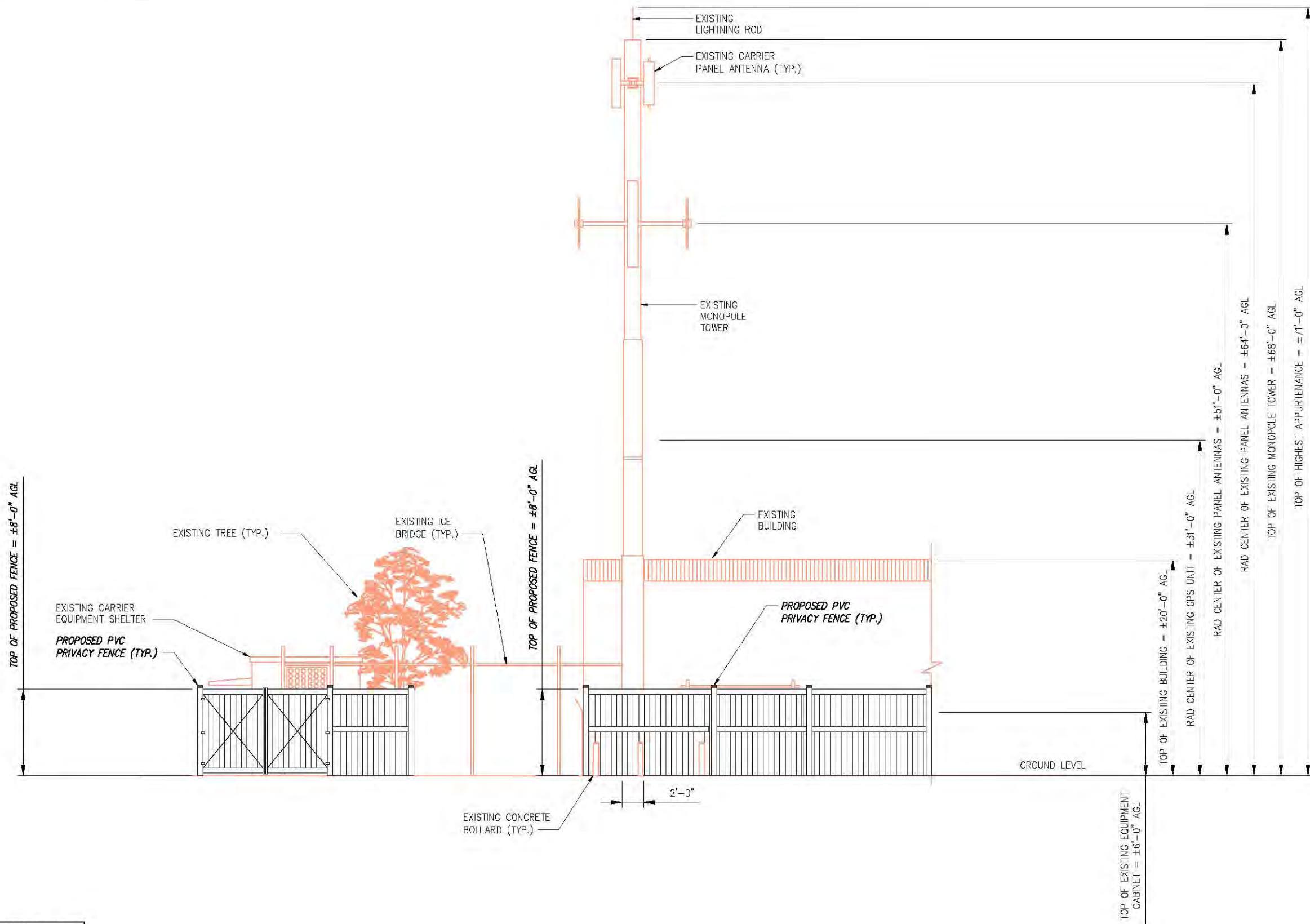
6245 E. 88TH AVENUE
HENDERSON, CO 80229

SHEET DESCRIPTION:

TOWER ELEVATION
(NORTH FACE)

SHEET NUMBER:

Z-3



INFORMATION CONTAINED WITHIN DRAWINGS IS BASED ON PROVIDED INFORMATION. CONTRACTOR TO VERIFY PRIOR TO CONSTRUCTION

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

Development Review Team Comments

Date: 5/25/2017

Project Number: RCU2017-00016

Project Name: Crown Castle Cell Site 3

Note to Applicant:

The following review comments and information from the Development Review Team is based on the information you submitted for a conditional use permit. The Development Review Team requests that you re-submit with more information. Please contact the case manager if you have any questions:

Commenting Division: Building Review

Name of Reviewer: Justin Blair

Date: 04/26/2017

Email: jblair@adcogov.org

No Comment

Commenting Division: Engineering Review

Name of Reviewer: Greg Labrie

Date: 05/08/2017

Email: glabrie@adcogov.org

No Comment

Commenting Division: Environmental Analyst Review

Name of Reviewer: Jen Rutter

Date: 04/25/2017

Email: jrutter@adcogov.org

No Comment

Commenting Division: Parks Review

Name of Reviewer: Aaron Clark

Date: 04/27/2017

Email: aclark@adcogov.org

No Comment

Commenting Division: Planner Review

Name of Reviewer: Greg Barnes

Date: 05/18/2017

Email: gibarnes@adcogov.org

Resubmittal Required

PLN01: The site plan should include all driveways, access points, structural setbacks (particular from the closest corner to the tower), parking areas, any proposed additional landscaping, and site lighting.

PLN02: Screen fencing is now a requirement. Please indicate how this will be achieved. Wooden or masonry fencing is acceptable to replace the chain link.

PLN03: Please provide coverage maps to illustrate the need for the tower's renewal in respect to coverage.

PLN04: The subject property is zoned I-1 (Industrial-1) and a Telecommunications Tower is allowed by Conditional Use Permit in this zone district (per Section 3-07-01 of the Development Standards and Regulations).

PLN05: Telecommunications towers are required to meet all performance standards found in Section 4-09-02-07 of the Development Standards and Regulations (DSR). I've attached these regulations to your comments. Please provide written justification and/or modification to your application to illustrate how the proposal will comply with the following items: 3b, 3c, 3e, 3f, 4a, and 4b.

Commenting Division: ROW Review

Name of Reviewer: Marissa Hillje

Date: 05/01/2017

Email: mhillje@adcogov.org

Complete

ROW1) No concerns, ROW widths are up to Master Transportation Plan Standards



Development Review Team Comments

Date: 3/20/2018

Project Number: RCU2017-00016

Project Name: Crown Castle Cell Site 3

Note to Applicant:

The following review comments and information from the Development Review Team is based on the Conditional Use Permit application. At this time, your case is being moved forward for public hearings. I will contact you by March 29th with an update on when those hearings will be scheduled. Please contact the case manager if you have any questions:

Commenting Division: Planner Review #1

Name of Reviewer: Greg Barnes

Date: 05/18/2017

Email: gjbarnes@adcogov.org

Resubmittal Required

PLN01: The site plan should include all driveways, access points, structural setbacks (particular from the closest corner to the tower), parking areas, any proposed additional landscaping, and site lighting.

PLN02: Screen fencing is now a requirement. Please indicate how this will be achieved. Wooden or masonry fencing is acceptable to replace the chain link.

PLN03: Please provide coverage maps to illustrate the need for the tower's renewal in respect to coverage.

PLN04: The subject property is zoned I-1 (Industrial-1) and a Telecommunications Tower is allowed by Conditional Use Permit in this zone district (per Section 3-07-01 of the Development Standards and Regulations).

PLN05: Telecommunications towers are required to meet all performance standards found in Section 4-09-02-07 of the Development Standards and Regulations (DSR). I've attached these regulations to your comments. Please provide written justification and/or modification to your application to illustrate how the proposal will comply with the following items: 3b, 3c, 3e, 3f, 4a, and 4b.

Commenting Division: Planner Review #2

Name of Reviewer: Greg Barnes

Date: 03/20/2018

Email: gjbarnes@adcogov.org

Complete

PLN02B: Thank you for the revised fence. Based on a phone conversation and e-mail from March 20, 2018, staff will be conditioning that the fence be forest green in color. Additionally, the condition will call for the replacement or repair of the fence shall it ever fall into disrepair.

PLN03B: Please note that staff has not "waived" the landscaping requirements. At our November 2017 meeting, it was indicated that staff may still be supportive of the request without additional landscaping, based on existing landscaping and screening from major roadways.

Commenting Division: Notifications and Referrals Review #2

Name of Reviewer: Greg Barnes

Date: 03/20/2018

Email: gjbarnes@adcogov.org

Pending Public Hearing

Commenting Division: ROW Review #1

Name of Reviewer: Marissa Hillje

Date: 05/01/2017

Email: mhillje@adcogov.org

Complete

ROW1) No concerns, ROW widths are up to Master Transportation Plan Standards

Commenting Division: ROW Review #2

Name of Reviewer: Marissa Hillje

Date: 03/16/2018

Email: mhillje@adcogov.org

Complete

COMMUNITY DEVELOPMENT
DEPARTMENT

MEMO

To: Greg Barnes, Case Manager

From: Robin Kerns, City Planner

Subject: RCU2017-00016

Date: May 19, 2017

Thank you for allowing the City of Commerce City the opportunity to comment on land use cases in Adams County.

Staff has reviewed the proposal and has the following comments:

The subject property is designated Commercial according to the City of Commerce City Future Land Use Plan. In consideration of this, the following are the relevant Commerce City monopole standards:

- Height Limitations. Monopoles in industrial zoned districts shall not exceed 70 feet in height. Those in commercial zone districts shall not exceed 50 feet in height. The height of monopoles in all other zone districts shall be governed by the building height standards set forth in this code for the applicable zone district.
- When a monopole is located on a property that is not zoned industrial, the base of the monopole and any associated accessory equipment shall be enclosed with a screening wall or fence compatible with the character of the property on which it is located and the surrounding area.
- Co-Location. To the maximum extent feasible, monopoles shall be designed for a minimum of two users. It shall be the applicant's burden to establish a lack of feasibility.

MEMO CONTINUED

- Design. Monopoles and any associated antennas shall be of a color which generally matches the building, surroundings or background and minimizes their visibility, unless a different color is required by the FCC or FAA. Muted colors, earth tones and subdued colors shall be used wherever possible.
- Accessory Equipment. Telecommunication accessory equipment, such as buildings, shelters, cabinets, and other components, shall be grouped as closely together as technically possible. The total footprint coverage area shall not exceed 400-square feet per provider, and shall not reduce the requirements for parking and/or landscaping area for other principal uses on the parcel. No structure shall exceed 15 feet in height, and shall be compatible with the design, materials, and colors of structures on the same and/or adjacent parcels.

Please contact me with any questions at rkerns@c3gov.com or 303-289-3693.

MEMO

COMMUNITY DEVELOPMENT DEPARTMENT

To: Greg Barnes, Case Manager

From: Robin Kerns, City Planner

Subject: RCU2017-00016

Date: March 20, 2018

Thank you for allowing the City of Commerce City the opportunity to comment on land use cases in Adams County.

Staff has reviewed the “revised” proposal and appreciates the inclusion of the 8-foot Vinyl Screen Fence.

Staff finds no specific conflicts at this time, but reiterates that the subject property is designated Commercial according to the City of Commerce City Future Land Use Plan.

As applicable, please consideration the following relevant Commerce City monopole standards as potential conditions of approval:

- Co-Location. To the maximum extent feasible, monopoles shall be designed for a minimum of two users. It shall be the applicant’s burden to establish a lack of feasibility.
- Design. Monopoles and any associated antennas shall be of a color which generally matches the building, surroundings or background and minimizes their visibility, unless a different color is required by the FCC or FAA. Muted colors, earth tones and subdued colors shall be used wherever possible.

MEMO CONTINUED

- Accessory Equipment. Telecommunication accessory equipment, such as buildings, shelters, cabinets, and other components, shall be grouped as closely together as technically possible. The total footprint coverage area shall not exceed 400-square feet per provider, and shall not reduce the requirements for parking and/or landscaping area for other principal uses on the parcel. No structure shall exceed 15 feet in height, and shall be compatible with the design, materials, and colors of structures on the same and/or adjacent parcels.

Please contact me with any questions at rkerns@c3gov.com or 303-289-3693.

Greg Barnes

From: Loeffler - CDOT, Steven [steven.loeffler@state.co.us]
Sent: Thursday, May 18, 2017 10:45 AM
To: Greg Barnes
Subject: RCU2017-00016, Crown Castle Cell Site 3

Greg,

I have reviewed the request to allow renewal of a CUP allowing a commercial telecommunications tower on property located at 6245 East 88th Ave. and have no objections.

Thank you for the opportunity to review this referral.

Steve Loeffler
Permits Unit



P 303.757.9891 | F 303.757.9886
2000 S Holly Street, Denver, CO 80222
steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org

Greg Barnes

From: Loeffler - CDOT, Steven [steven.loeffler@state.co.us]
Sent: Thursday, March 15, 2018 9:56 AM
To: Greg Barnes
Subject: Re: For Review: Crown Castle III (RCU2017-00016)

Greg.

I have reviewed the resubmittal materials to allow a renewal of a CUP allowing a commercial telecommunications tower on property located at 6245 East 88th Ave. and have no objections. If any work will take place in the State Highway Right-of-Way, a permit from our office will be required.

Thank you for the opportunity to review this referral.

Steve Loeffler
Permits Unit



P 303.757.9891 | F 303.757.9886
2000 S Holly Street, Denver, CO 80222
steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org

As of April 20, 2018 I will be moving to a new office located at 2829 W. Howard Pl., Denver, CO 80204

On Wed, Mar 7, 2018 at 12:27 PM, Greg Barnes <GJBarnes@adcogov.org> wrote:

You are being asked to review resubmittal materials for a conditional use permit to allow a telecommunications tower. Previously, you reviewed this application (around 05/25/2017) and provided comment. I have attached the previous comments, as well as the resubmittal information.

Please provide any further comment on this case by **March 20, 2018**.



Greg Barnes

Greg Barnes

From: Kuster - CDPHE, Kent [kent.kuster@state.co.us]
Sent: Tuesday, May 02, 2017 7:18 AM
To: Greg Barnes
Subject: RCU2017-00016

May 2, 2017

Greg Barnes, Case Manager

Community and Economic Development Department

4430 South Adams County Parkway, Suite W2000

Brighton, CO 80601-8204

Re: Case No. RCU2017-00016

Dear Mr. Barnes,

The Colorado Department of Public Health and Environment has no comment on Case No. RCU2017-00016 the Crown Castle Cell Site #3 renewal of a conditional use permit.

Please contact Kent Kuster at 303-692-3662 with any questions.

Sincerely,

Kent Kuster

Environmental Specialist

Colorado Department of Public Health and Environment

--

Kent Kuster

Environmental Protection Specialist

Colorado Department of Public Health and Environment

4300 Cherry Creek Drive South

Denver, CO 80246-1530

303-692-3662 | kent.kuster@state.co.us

Greg Barnes

From: Jeff Nelson [JNelson@sacwsd.org]
Sent: Wednesday, May 03, 2017 10:13 AM
To: Greg Barnes
Subject: Crown Castle Cell Site 3

Greg,

SACWSD does not have any comments on the below mentioned project.

Request for Comments

Case Name: Crown Castle Cell Site 3
Case Number: RCU2017-00016

April 28, 2017

The Adams County Planning Commission is requesting comments on the following request:

Renewal of a conditional use permit, which is set to expire on August 8, 2017, allowing a commercial telecommunications tower in the I-1 zone district.

This request is located at 6245 East 88th Avenue. The Assessor's Parcel Number is 0172120007001.

Applicant Information: Crown Castle
Jon Dohm
222 E Carrillo St #107
Santa Barbara, CA 93101

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A, Brighton, CO 80601-8216, or call (720) 523-6800 by 05/19/2017 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.



Greg Barnes
Planner II, *Community and Economic Development*
ADAMS COUNTY, COLORADO
4430 S. Adams County Parkway

1st Floor, Suite W2000A
Brighton, CO 80601-8216
o: 720-523-6853 | gibarnes@adcogov.org
www.adcogov.org

Sincerely,

Jeff Nelson
Development Review Supervisor
jnelson@sacwsd.org

South Adams County Water & Sanitation District
10200 East 102nd Avenue, Henderson, CO 80640

Direct: 720-206-0593, Cell: 720-530-8396





May 18, 2017

Greg Barnes
Adams County
Community & Economic Development Department
4430 S Adams County Pkwy, Suite W2000
Brighton, CO 80601-8204

RE: Crown Castle Cell Site 3, 6245 E. 88th Avenue
Project No. RCU2017-00016
TCHD Case No. 4382

Dear Mr. Barnes:

Thank you for the opportunity to review and comment on the renewal of a Conditional Use Permit to allow a commercial telecommunications tower in the I-1 zone district located at 6245 E 88th Ave. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD has the following comment.

Historic Landfill

According to TCHD's records, there is a historic landfill located within 1,000 feet of the subject property referenced as Landfill No. AD-081. Flammable gas from decomposing organic matter in landfills may travel up to 1,000 feet from the source. We acknowledge that construction is not currently planned on the property so no action currently needs to be taken, but if the ground will be disturbed in the future, we would recommend the following:

1. A flammable gas investigation should be conducted to determine if flammable gas (methane) is present in the subsurface soils at the property. The plan for the investigation should be submitted to TCHD for review and approval.
2. TCHD will review the results of the investigation. If the investigation indicates that methane is not present at or above 20% of the lower explosive limit for methane (1% by volume in air) in the soils, no further action is required.
3. In lieu of the investigation, a flammable gas control system shall be designed and constructed to protect buildings and subsurface access to utilities, i.e. vaults, manholes, etc. from flammable gas. Health and safety practices shall be followed during construction to protect site workers. A copy of TCHD guidelines for safe construction in areas on or near former landfills has been attached.

Questions regarding this may be directed to Sheila Lynch at 720-200-1571 or slynch@tchd.org.

May 18, 2017

Page 2 of 2

Please feel free to contact me at (720) 200-1585 or lbroten@tchd.org if you have any questions regarding TCHD's comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'L Broten', with a stylized flourish at the end.

Laurel Broten, MPH
Land Use and Built Environment Specialist
Tri-County Health Department

CC: Sheila Lynch, Monte Deatrich, TCHD



March 20, 2018

Greg Barnes
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: Crown Castle Cell Site 3, 6245 E. 88th Ave, Project No. RCU2017-00016
TCHD Case No. 4828

Dear Mr. Barnes,

Thank you for the opportunity to review and comment on the Conditional Use Permit Extension Request to allow a commercial telecommunications tower in the I-1 zone district located at 6245 E. 88th Ave. Tri-County Health Department (TCHD) staff previously reviewed the application for the Conditional Use Permit Extension Request and, in a letter dated May 18, 2017, responded with the comments included below. TCHD has no further comments.

Historic Landfill

According to TCHD's records, there is a historic landfill located within 1,000 feet of the subject property referenced as Landfill No. AD-081. Flammable gas from decomposing organic matter in landfills may travel up to 1,000 feet from the source. We acknowledge that construction is not currently planned on the property so no action currently needs to be taken, but if the ground will be disturbed in the future, we would recommend the following:

1. A flammable gas investigation should be conducted to determine if flammable gas (methane) is present in the subsurface soils at the property. The plan for the investigation should be submitted to TCHD for review and approval.
2. TCHD will review the results of the investigation. If the investigation indicates that methane is not present at or above 20% of the lower explosive limit for methane (1% by volume in air) in the soils, no further action is required.
3. In lieu of the investigation, a flammable gas control system shall be designed and constructed to protect buildings and subsurface access to utilities, i.e. vaults, manholes, etc. from flammable gas. Health and safety practices shall be followed during construction to protect site workers. A copy of TCHD guidelines for safe construction in areas on or near former landfills has been attached.

Please feel free to contact me at 720-200-1585 or aheinrich@tchd.org if you have any questions on TCHD's comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Annemarie Heinrich", is written over a horizontal line.

Annemarie Heinrich, MPH/MURP
Land Use and Built Environment Specialist

cc: Sheila Lynch, Monte Deatrich, TCHD



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3524
donna.l.george@xcelenergy.com

May 15, 2017

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Greg Barnes

Re: Crown Castle Cell Site 3, Case # RCU2017-00016

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the documentation for **Crown Castle Cell Site 3** and has no conflict with the conditional use permit extension.

Please do be aware, however, that PSCo owns and operates existing natural gas and electric distribution facilities within the subject property.

Should you have any questions with this referral response, please contact me at 303-571-3306.

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado



Right of Way & Permits
1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

March 12, 2018

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Greg Barnes

Re: Crown Castle Cell Site 3 – 2nd referral, Case # RCU2017-00016

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the second referral documentation for **Crown Castle Cell Site 3** and has no conflict with the conditional use permit extension.

Please do be aware, however, that PSCo owns and operates existing natural gas and electric distribution facilities within the subject property.

Should you have any questions with this referral response, please contact me at 303-571-3306.

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado

Community & Economic
Development Department
Development Services Division
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Request for Comments

Case Name: Crown Castle Cell Site 3
Case Number: RCU2017-00016

April 28, 2017

The Adams County Planning Commission is requesting comments on the following request:

Renewal of a conditional use permit, which is set to expire on August 8, 2017, allowing a commercial telecommunications tower in the I-1 zone district.

This request is located at 6245 East 88th Avenue. The Assessor's Parcel Number is 0172120007001.

Applicant Information: Crown Castle
Jon Dohm
222 E Carrillo St #107
Santa Barbara, CA 93101

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A, Brighton, CO 80601-8216, or call (720) 523-6800 by 05/19/2017 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Greg Barnes
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5

Community & Economic
Development Department
Development Services Division
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Public Hearing Notification

Case Name: Crown Castle Cell Site III
Case Number: RCU2017-00016

Planning Commission Hearing Date: 04/26/2018 at 6:00 p.m.
Board of County Commissioners Hearing Date: 05/15/2018 at 9:30 a.m.

March 29, 2018

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request: **extension a conditional use permit for a cell tower for an additional 10 years**

The proposed use will be Commercial. This request is located at 6245 E 88TH AVENUE on 2.37 acres. The Assessor's Parcel Number is 0172120007001. The legal description of the site is: *INTERSTATE INDUSTRIAL PARK LOT:1*

Applicant Information: MARK MCGAREY
3308 BIRCH ROAD
LONGMONT, CO 80504

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601-8216. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at (720) 523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date.

For further information regarding this case, please contact the Community and Economic Development Department, 4430 S Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Greg Barnes
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5

PUBLICATION REQUEST

Crown Castle III

Case Number:	RCU2017-00016
Planning Commission Hearing Date:	04/26/2018 at 6:00 p.m.
Board of County Commissioners Hearing Date:	05/15/2018 at 9:30 a.m.

Request: Request to extend a conditional use permit for a cell tower for an additional 10 years

Location:	6245 E 88TH AVE
Parcel Number:	0172120007001

Legal Description: INTERSTATE INDUSTRIAL PARK LOT:1

Case Manager:	Greg Barnes
Case Technician:	Shayla Christenson

Applicant:	MARK GCGAREY
	3308 BIRCH ROAD
	LONGMONT, CO 80504

Owner:	INTERSTATE BUSINESS PARK LLC
	3440 YOUNGFIELD ST #235
	WHEAT RIDGE, CO 80033

Adams County Development Services - Building
Attn: Justin Blair
4430 S Adams County Pkwy
Brighton CO 80601

COMCAST
Attn: JOE LOWE
8490 N UMITILLA ST
FEDERAL HEIGHTS CO 80260

ADAMS COUNTY SCHOOL DISTRICT 14
Attn: Patrick Sanchez
5291 E. 60th Avenue
COMMERCE CITY CO 80022

Commerce City Planning Division
Attn: Robin Kern
7887 East 60th Avenue
COMMERCE CITY CO 80022

CDPHE - AIR QUALITY
Attn: Richard Coffin
4300 CHERRY CREEK DRIVE SOUTH
DENVER CO 80246-1530

COUNTY ATTORNEY- Email
Attn: Christine Francescani
CFrancescani@adcogov.org

CDPHE - WATER QUALITY PROTECTION SECT
Attn: Patrick Pfaltzgraff
4300 CHERRY CREEK DRIVE SOUTH
WQCD-B2
DENVER CO 80246-1530

Engineering Department - ROW
Attn: Transportation Department
PWE - ROW

CDPHE SOLID WASTE UNIT
Attn: Andy Todd
4300 CHERRY CREEK DR SOUTH
HMWMD-CP-B2
DENVER CO 80246-1530

Engineering Division
Attn: Transportation Department
PWE

Century Link, Inc
Attn: Brandyn Wiedreich
5325 Zuni St, Rm 728
Denver CO 80221

ENVIRONMENTAL ANALYST
Attn: Jen Rutter
PLN

Code Compliance Supervisor
Attn: Eric Guenther
eguenther@adcogov.org

METRO WASTEWATER RECLAMATION
Attn: CRAIG SIMMONDS
6450 YORK ST.
DENVER CO 80229

COLORADO DEPT OF TRANSPORTATION
Attn: Steve Loeffler
2000 S. Holly St.
Region 1
Denver CO 80222

NS - Code Compliance
Attn: Gail Moon
gmoon@adcogov.org

COLORADO DIVISION OF WILDLIFE
Attn: Eliza Hunholz
Northeast Regional Engineer
6060 BROADWAY
DENVER CO 80216-1000

Parks and Open Space Department
Attn: Nathan Mosley
mpedrucci@adcogov.org
aclark@adcogov.org

COLORADO DIVISION OF WILDLIFE
Attn: Serena Rocksund
6060 BROADWAY
DENVER CO 80216

REGIONAL TRANSPORTATION DIST.
Attn: CHRIS QUINN
1560 BROADWAY SUITE 700
DENVER CO 80202

SHERIFF'S OFFICE: SO-HQ
Attn: MICHAEL McINTOSH
nblair@adcogov.org, aoverton@adcogov.org; mkaiser@adcog
snielson@adcogov.org

Sheriff's Office: SO-SUB
Attn: SCOTT MILLER
TFuller@adcogov.org, smiller@adcogov.org
aoverton@adcogov.org; mkaiser@adcogov.org

SOUTH ADAMS CO. FIRE DISTRICT
Attn: Randall Weigum
6050 Syracuse Street
COMMERCE CITY CO 80022

South Adams County Water & San Dist
Attn: Abel Moreno
10200 E 102nd Ave
Henderson CO 80022

TRI-COUNTY HEALTH DEPARTMENT
Attn: MONTE DEATRICH
4201 E. 72ND AVENUE SUITE D
COMMERCE CITY CO 80022

TRI-COUNTY HEALTH DEPARTMENT
Attn: Sheila Lynch
6162 S WILLOW DR, SUITE 100
GREENWOOD VILLAGE CO 80111

Tri-County Health: Mail CHECK to Sheila Lynch
Attn: Tri-County Health
landuse@tchd.org

Xcel Energy
Attn: Donna George
1123 W 3rd Ave
DENVER CO 80223

Xcel Energy
Attn: Donna George
1123 W 3rd Ave
DENVER CO 80223

Exhibit 6.5 Property Owner List

76 AND 88 LLC
5040 ACOMA STREET
DENVER CO 80216

INTERSTATE BUSINESS PARK LLC
3440 YOUNGFIELD ST NO 235
WHEAT RIDGE CO 80033-5245

88TH AVENUE SALES & SERVICE INC
6161 E 88TH AVE
HENDERSON CO 80640-7816

KALYNN VENTURES LLC
1140 US HIGHWAY 287 APT 400-304
BROOMFIELD CO 80020-7080

88TH AVENUE SALES AND SERVICE
6161 E 88TH AVE
HENDERSON CO 80640-7816

PERFORMANCE EQUIPMENT SERVICES LLC
PO BOX 192
FORT LUPTON CO 80621-0192

ACA 88 LLC
1121 GRANT ST STE 2-A
DENVER CO 80203

PLOMONDON ROBERT
8777 BRIGHTON RD
HENDERSON CO 80640-8266

AMERICAN STORAGE TRAILER
LEASING INC
PO BOX 68
DUPONT CO 80024-0068

POULSON MICHAEL
8720 BRIGHTON RD
COMMERCE CITY CO 80022-5313

BECKER FREDRICK A AND
BECKER IDA W
PO BOX 293
HENDERSON CO 80640-0293

PUBLIC SERVICE CO OF COLORADO
C/O PROPERTY AND LOCAL TAXES
PO BOX 1979
DENVER CO 80201-1979

CASILLAS JACK
8710 BRIGHTON RD
COMMERCE CITY CO 80022-5313

SANTANA DELUVINA CAROLINE AND
SANTANA GABRIEL EDBEL
147 POPLAR ST
LOCHBUIE CO 80603-6416

FREI ALBERT R LIMITED LIABILITY LIMITED
PARTNERSHIP
7321 E 88TH AVE NO 100
HENDERSON CO 80640-8137

SHELBOURN MARVIN AND
SHELBOURN SONDRRA
12283 PICADILLY RD
COMMERCE CITY CO 80022-9658

FREI ASSOCIATES LTD II
5650 E 88TH AVE
HENDERSON CO 80640

STATE OF COLORADO DEPT OF
GAME AND FISH
NEED ADDRESS

HJB LLC
9715 HANNIBAL CT
COMMERCE CITY CO 80022-9263

TRAN THANH AND
TRAN MAILY
401 BUCKHEAD CT
SAINT JOHNS FL 32259

TRAN THANH AND TRAN MAILY
420 S DOOLIN DR
ROSWELL GA 30076-5127

UNREIN PATRICIA ANN
4620 E 72ND AVE
COMMERCE CITY CO 80022-1408

WHEELER JOSEPH R
10692 WOLFF COURT
WESTMINSTER CO 80031

WIKIUP ESTATES LLC
31200 NORTHWESTERN HWY
FARMINGTON HILLS MI 48334-5900

CERTIFICATE OF POSTING



I, J. Gregory Barnes do hereby certify that I posted the property at

6245 East 88th Avenue

on April 10, 2018

in accordance with the requirements of the Adams County Zoning Regulations

A handwritten signature in black ink, appearing to read "J. Gregory Barnes".

J. Gregory Barnes

Crown Castle III

RCU2017-00016

6245 E. 88th Avenue

May 15, 2018

Board of County Commissioners Public Hearing
Community and Economic Development Department
Case Manager: Greg Barnes



Request

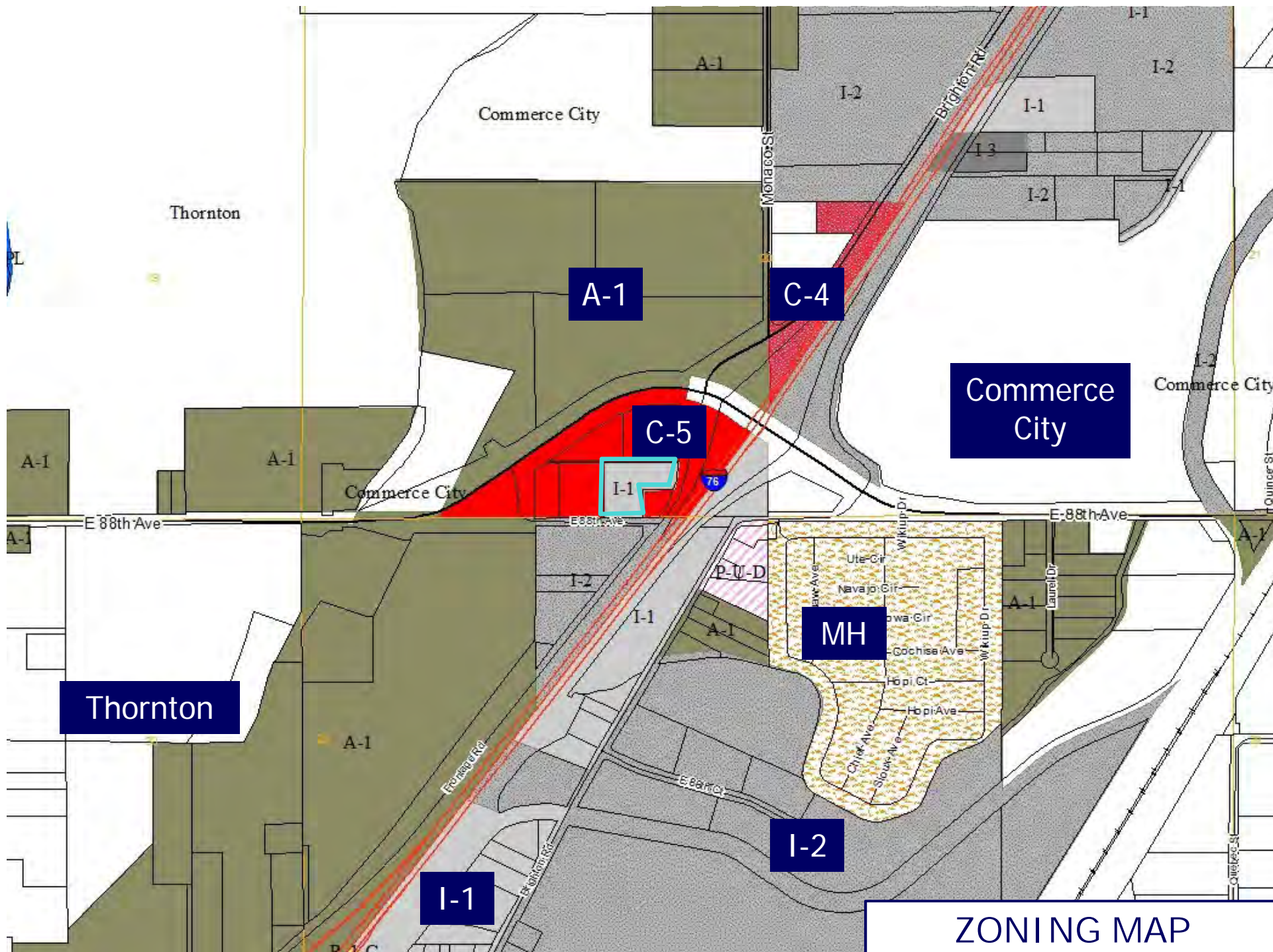
Renewal of a Conditional Use Permit for a commercial telecommunications tower in the Industrial-1 (I-1) zone district.

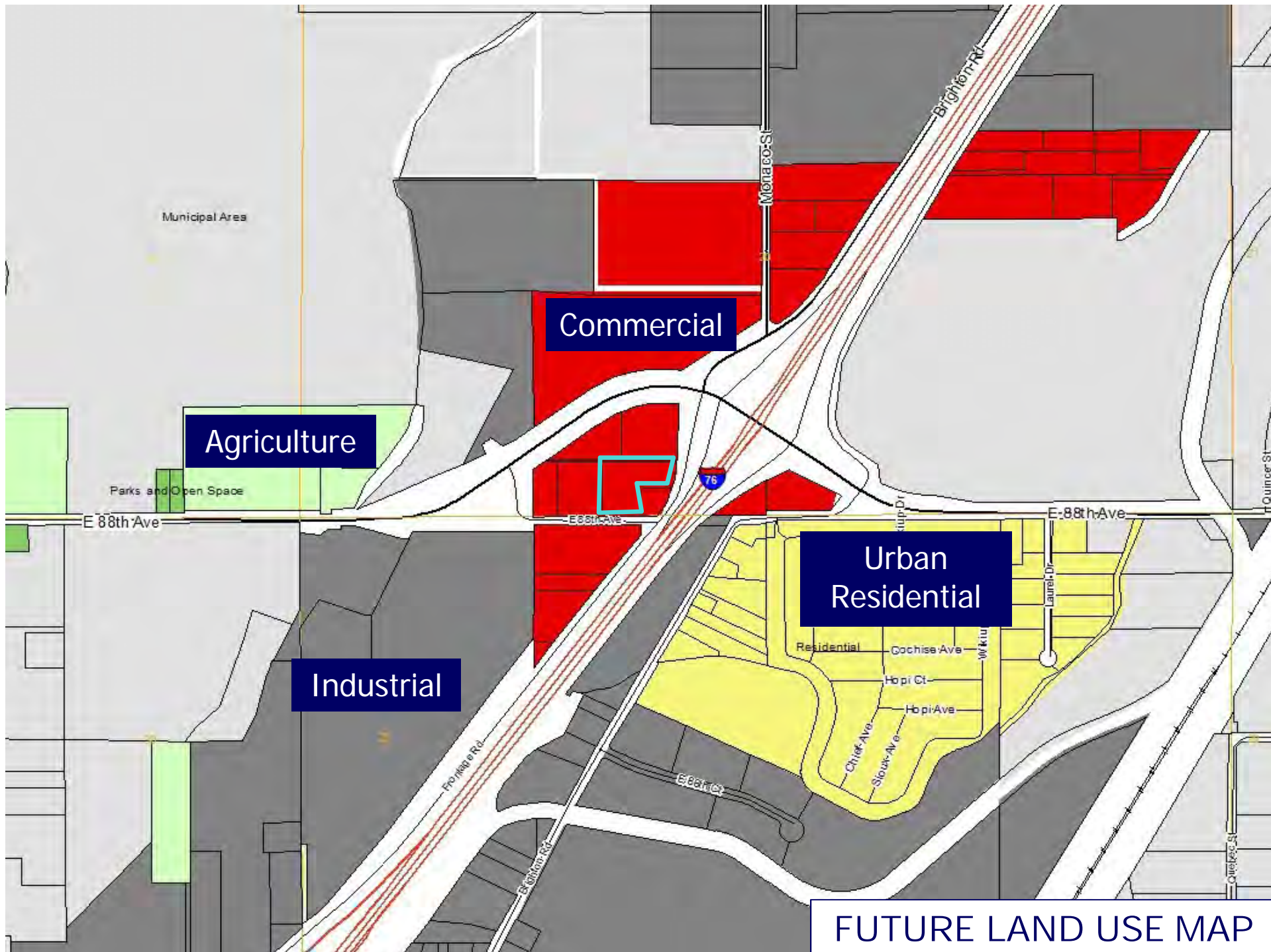
Background

- March 1997: Conditional Use Permit to allow tower.
 - Granted 5-year approval
 - Tower constructed
- April 2002: Renewed Conditional Use Permit
 - Granted 5-year approval
- August 2007: Renewed Conditional Use Permit
 - Granted 10-year approval



AERIAL MAP





FUTURE LAND USE MAP

Criteria for Conditional Use

Section 2-02-08-06

1. Permitted in zone district
2. Consistent with regulations
3. Comply with performance standards
4. Harmonious & compatible
5. Addressed all off-site impacts
6. Site suitable for use
7. Site plan adequate for use
8. Adequate services



East 88th
Avenue

Frontage
Road

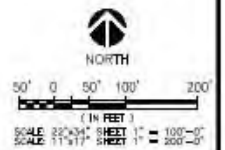
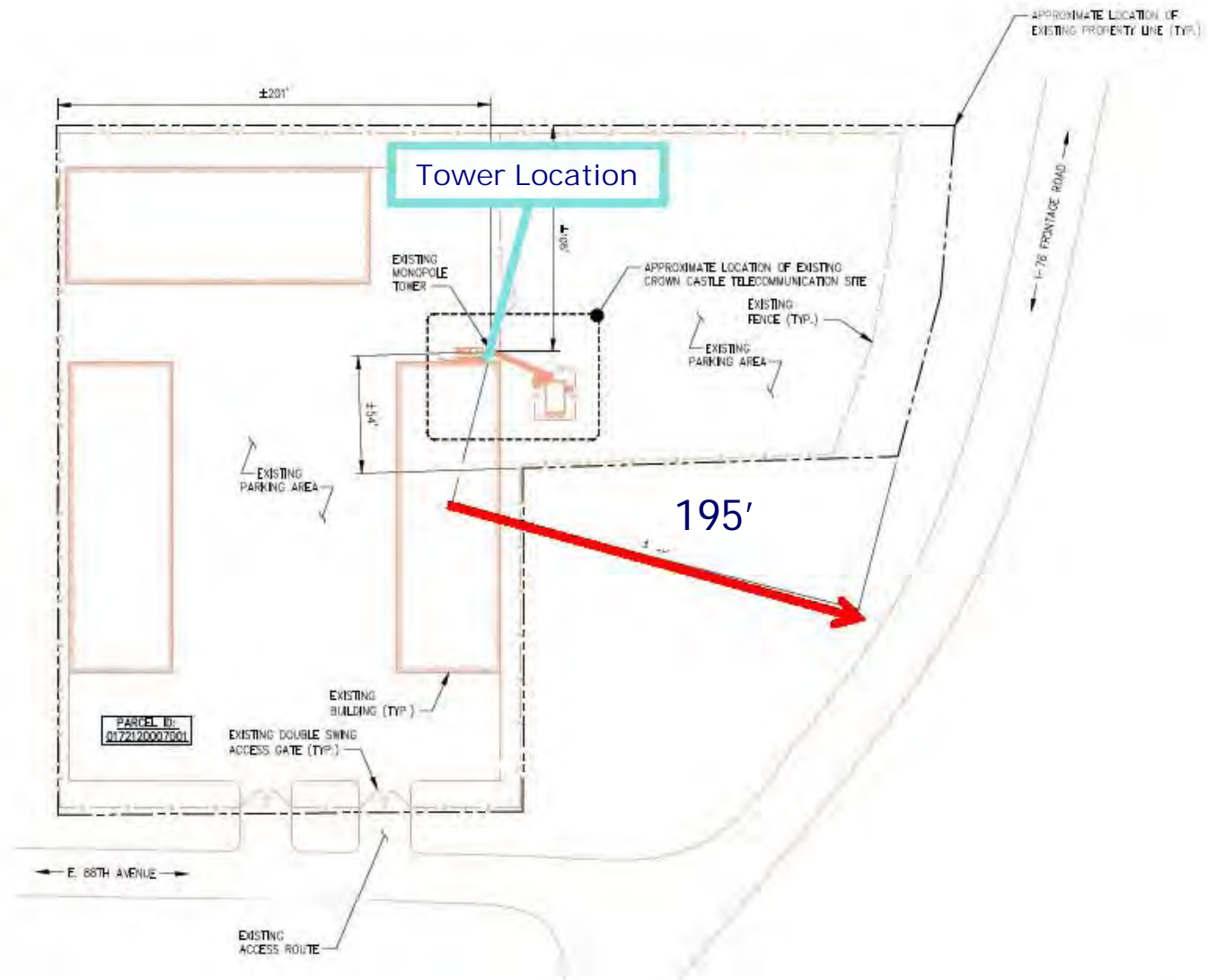
Tower Location

I-76

SITE

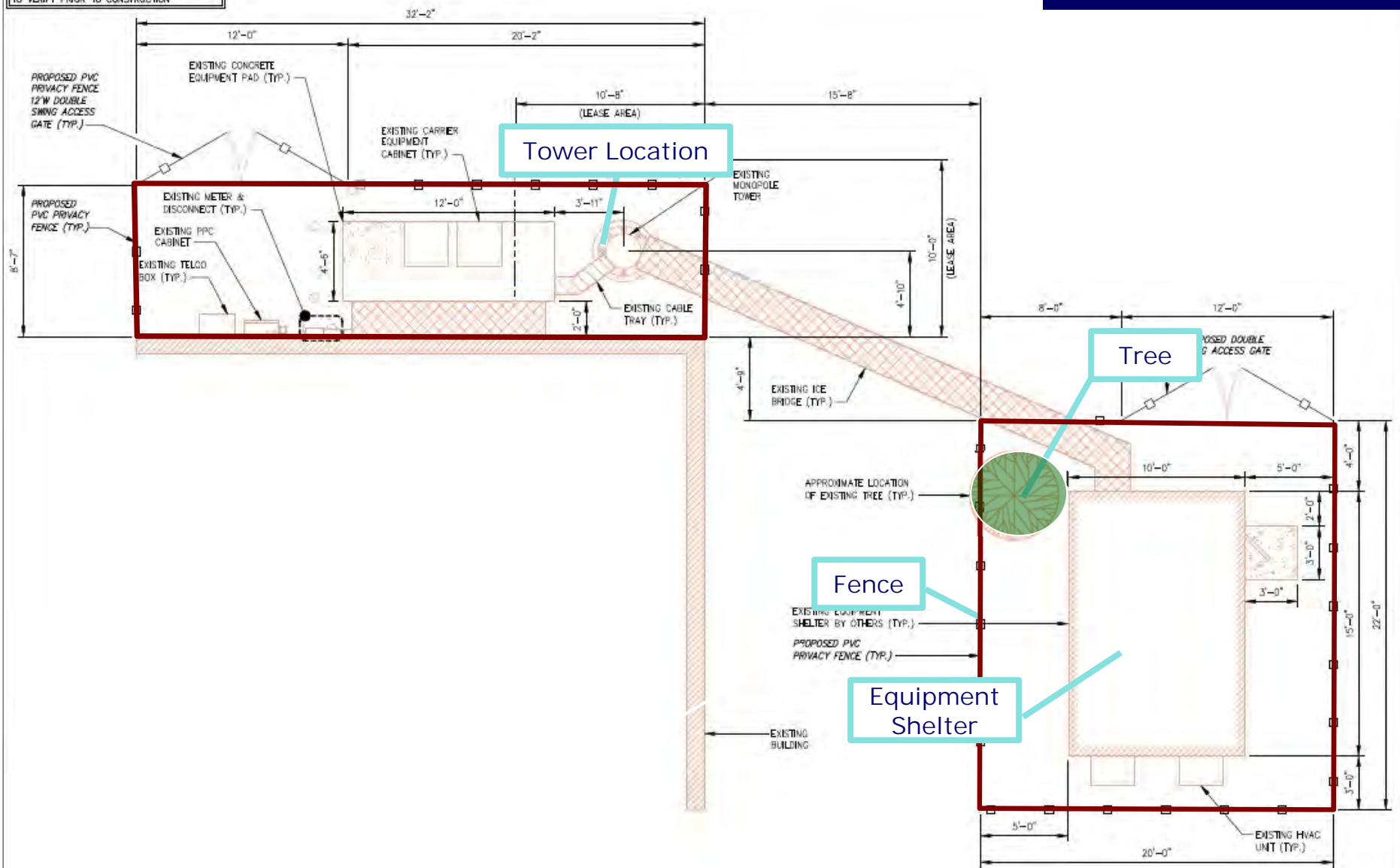
INFORMATION CONTAINED WITHIN
DRAWINGS IS BASED ON PROVIDED
INFORMATION AND IS NOT THE
RESULT OF A FIELD SURVEY.

SITE PLAN

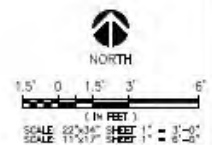


INFORMATION CONTAINED WITHIN DRAWINGS IS BASED ON PROVIDED INFORMATION AND IS NOT THE RESULT OF A FIELD SURVEY. CONTRACTOR TO VERIFY PRIOR TO CONSTRUCTION.

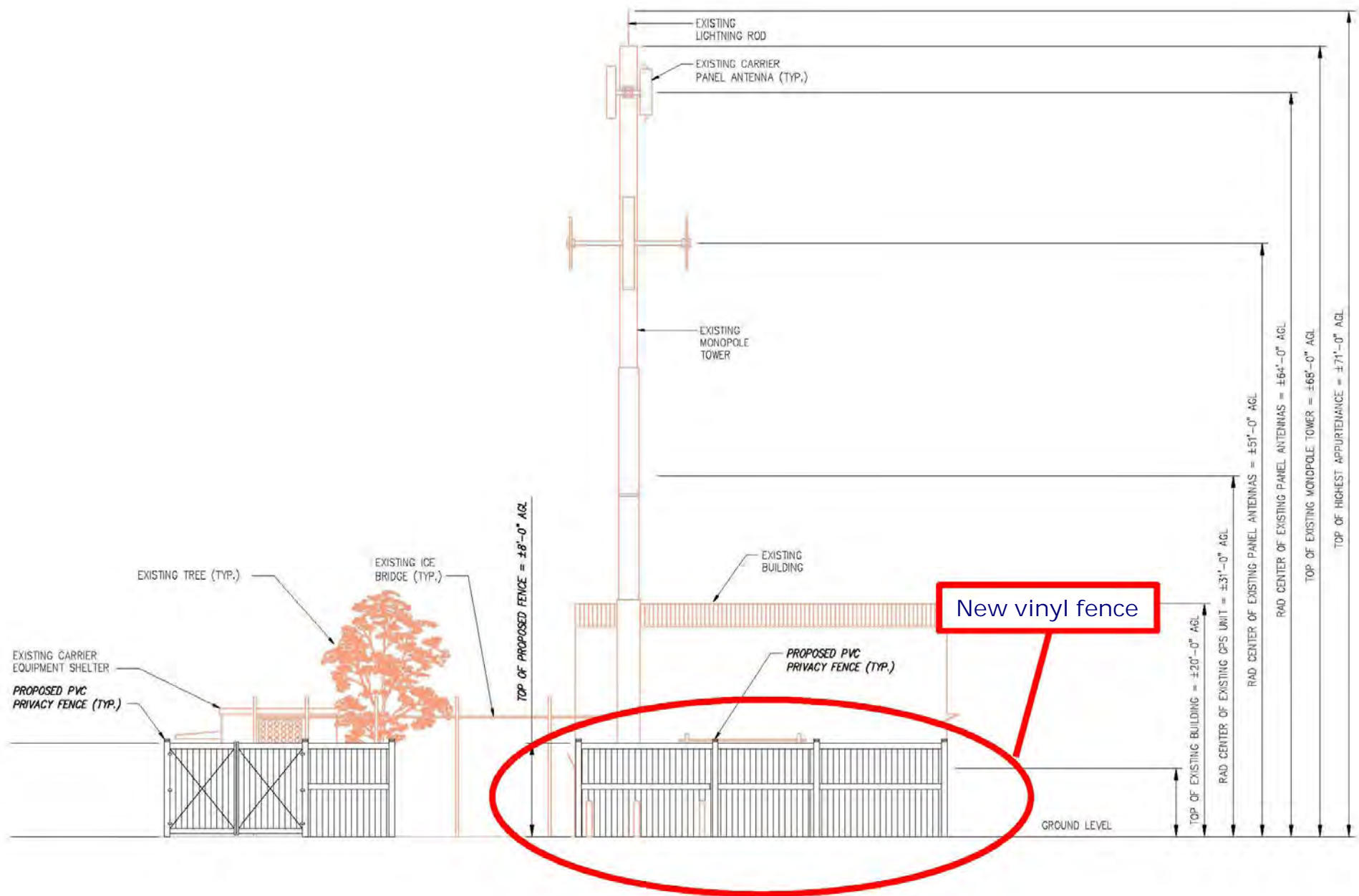
SITE PLAN



ENLARGED SITE PLAN



SCALE: AS NOTED 1



TOWER FROM SOUTH

- Screened by buildings



TOWER FROM WEST

- Mature trees
along Frontage
Road



TOWER FROM EAST

- Mature trees
along Frontage
Road



Referral Period

Notices sent to property owners*	# of Comments Received
24	0

* Property owners within 750 feet were notified

Referral Agency Comments:

No objections

Criteria for Conditional Use

Section 2-02-08-06

1. Permitted in zone district
2. Consistent with regulations
3. Comply with performance standards
4. Harmonious & compatible
5. Addressed all off-site impacts
6. Site suitable for use
7. Site plan adequate for use
8. Adequate services

Staff Analysis

- Use appropriate for zone district
- Existing landscaping and buildings shield from public roadways
- Improved fencing to better comply with standards
- Site plan adequate for use
- Harmonious and compatible

PC Update

Public hearing on April 26, 2018.

Approval of RCU2017-00016 – Crown Castle III with:

- 8 Findings-of-Fact
- 5 Conditions

Recommended Conditions

1. Any telecommunications facility that ceases to be in operation for a consecutive period of six months or more shall be removed from the site within 90 days of the end of such period of non-use.
2. The Conditional Use Permit shall expire on May 15, 2028.
3. The height of the freestanding telecommunications tower shall not exceed 70 feet.
4. The tower shall provide co-location opportunities for other telecommunication tower providers.
5. The proposed eight foot tall PVC fence shown on the site plan will be forest green in color. If at any time, the fence should fall into disrepair, the fence must be replaced no later than sixty days.